



**COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS**



February 13, 2003

STAN WISNIEWSKI
DIRECTOR

KERRY GOTTLIEB
CHIEF DEPUTY

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CONSENT TO ASSIGNMENT
OF MEMBERSHIP INTERESTS IN LIMITED LIABILITY COMPANY
PARCELS 44U (PIER 44) AND 77W (77 DEL REY) – LEASE NOS. 6734 AND 11140
MARINA DEL REY
(FOURTH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that proposed assignments of membership interests in the lessee entity are categorically exempt under the California Environmental Quality Act pursuant to class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines.
2. Approve and authorize the Chair of the Board to sign three copies of each of the Consents of County of Los Angeles to Assignment of Membership Interests in Limited Liability Company ("Consents"), allowing Pacific Marina Venture, LLC ("PMV"), the owner of the leasehold interests in Parcels 44U and 77W, Marina del Rey, to consolidate ownership interest by virtue of assignment of membership interests in Pacific Marina Venture Partner, LLC ("PMVP") to Pacific Marina Properties, LLC ("PMP").

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The leasehold interests in Parcels 44U and 77W are held by Pacific Marina Venture, LLC, a Delaware limited liability company ("PMV"), by virtue of an assignment on December 3, 1998, at which time its members consisted of Pacific Marina Venture Partner, LLC ("PMVP"), a Delaware limited liability company wholly owned by CS First Boston Mortgage Capital, LLC, and Pacific Marina Properties, LLC ("PMP"), a Delaware limited liability company equally owned by Michael Pashaie and David Taban, each owning a 50% membership interest in PMV. Subsequently, PMVP transferred 49% of its

membership interest to PMP, resulting in PMVP owning only a 1% interest and PMP owning a 99% interest in PMV. PMVP now wishes to assign its remaining 1% membership interest to PMP, which would result in PMP owning 100% of the membership interest in PMV.

Marina del Rey leases provide that the County's consent is required on most lease assignments and that such consent may not be unreasonably withheld. Department policy provides that the County's approval or denial of any assignment will be based on one or more of the following: a) the financial condition of the assignee; b) the price to be paid for the leasehold as it relates to the improvements or potential development thereon; and c) the management of the leasehold by the new lessee being in the best interest of the total Marina project.

Our review has found: 1) PMP, the proposed assignee, is financially sound; 2) no sale of leasehold interest is involved; and, 3) both leaseholds will continue to be managed by the current manager, Pacific Ocean Management Company, LLC, a Delaware limited liability company, which has been managing both parcels since 1998.

Implementation of Strategic Plan Goals

This recommendation is consistent with the County's Strategic Plan Goal of Service Excellence, in that it allows the transfer of the membership interests in lessee's limited liability company from one member to another to accommodate completion of an internal reorganization, while maintaining appropriate management of the leasehold.

FISCAL IMPACT/FINANCING

There is no fiscal impact to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Parcel 44U consists of 10.23 acres of land and 7.18 acres of water, and is improved with a marina consisting of 394 boat slips and several small buildings with approximately 9,231 square feet of retail space. The County and lessee's predecessor-in-interest entered into a 60-year ground lease in 1963.

Parcel 77W consists of 2.92 acres of land and 0.62 acre of water, and is improved with a small marina presently utilized as a large berth for a charter vessel (Fantasea I), a parking lot with approximately 218 dry boat storage spaces, and a small building for boat repairs. The County and lessee's predecessor-in-interest entered into a 60-year ground lease in 1966.

According to these leases, an assignment of membership interest is not subject to the County's consent, unless 50% or more of ownership interest is transferred. The proposed 1% transfer would result in a cumulative 50% transfer of the ownership interest and, accordingly, the County's consent to the transfer is requested. PMP has accepted the assignments and will, if approved, become the 100% owner of PMV. A chart illustrating the cumulative transfers is attached hereto as Exhibit "A".

County Counsel has reviewed the Consents and approved the same as to form.

On the 11th day of December 2002, the Small Craft Harbor Commission endorsed the Director's recommendation that the Board consent to these assignments.

ENVIRONMENTAL DOCUMENTATION

The proposed assignments are categorically exempt under the provisions of the California Environmental Quality Act pursuant to class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines.


IMPACT ON CURRENT SERVICES (OR PROJECTS)

No impact.

CONCLUSION

Please have the Chair of the Board sign the Consents and have the Executive Officer of the Board return two copies of each of the executed Consents to the Department for distribution.

Respectfully submitted,



Stan Wisniewski, Director

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

**CONSENT OF COUNTY OF LOS ANGELES TO
ASSIGNMENT OF MEMBERSHIP INTERESTS IN
LIMITED LIABILITY COMPANY**

WHEREAS, the COUNTY OF LOS ANGELES ("County") is the lessor and PACIFIC MARINA VENTURE, LLC, a Delaware limited liability company ("PMV"), is the lessee of that certain real property located in the Marina del Rey Small Craft Harbor commonly known as Parcel 44U, more particularly and legally described in Exhibit "A" attached hereto, under that certain lease No. 6734 (the "Lease"); and

WHEREAS, PMV became the lessee through assignment on December 3, 1998, at which time its members were Pacific Marina Venture Partner, LLC, a Delaware limited liability company ("PMVP"), and Pacific Marina Properties, LLC, a Delaware limited liability company ("PMP"), with each owning a 50% membership interest of PMV; and

WHEREAS, PMVP previously transferred 49% of its membership interest in PMV to PMP, resulting in PMVP owning a 1% membership interest and PMP owning a 99% membership interest in PMV; and

WHEREAS, PMVP proposes to assign its remaining 1% membership interest in PMV to PMP and PMP proposes to accept assignment of such 1% interest, which would result in PMP owning 100% of the membership interests in PMV; and

WHEREAS, the County is prepared to render its formal consent to both the previously made 49% transfer of membership interests in PMV by PMVP to PMP as well as the currently contemplated transfer by PMVP of its remaining 1% membership interest in PMV to PMP pursuant to conditions:

NOW, THEREFORE, in consideration of the foregoing and in accordance with Section 22 of the Lease:

1. The County hereby consents to the cumulative transfer by PMVP of its 50% membership interest in PMV to PMP, subject to the following conditions:

a. The currently proposed transfer by PMVP of its remaining 1% membership interest in PMV to PMP shall become effective within 120 days of the date that the County's consent is given herein.

b. An executed copy of the assignment and acceptance relating to the previously completed transfer by PMVP of its 49% membership interest in PMV to PMP must be provided to County's Director of Beaches and Harbors prior to this Consent becoming effective.

c. PMP covenants, promises and agrees, in its capacity as sole remaining member in PMV and to the fullest extent provided by law with respect to the liabilities of members of limited liability companies, to be fully bound by all of the terms and provisions of the Lease, and further agrees, in its capacity as sole member of PMV and to the fullest extent provided by law with respect to the liabilities of members of limited liability companies, to assume all obligations, past, present and future, created by the terms, covenants and conditions of the Lease on the part of the lessee therein named to be performed.

d. No further assignment or deemed assignment, as described in Section 22 of the Lease, shall be made without the written consent of the County having first been obtained thereto in accordance with the provisions of said Section 22.

Dated this _____ day of _____, 2003

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS,
Executive Officer of
the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM
BY COUNTY COUNSEL

LLOYD W. PELLMAN

By: 
Deputy

Legal Description

MARINA DEL REY
LEASE PARCEL NO. 44U (AMENDED)

Parcels 721 to 761 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 Registrar-Recorder of said County.

Excepting therefrom that portion thereof which lies southwesterly of a line parallel with and 100 feet southwesterly, measured at right angles, from the northeasterly line of said Parcel 761.

Also excepting therefrom that portion thereof within the following described boundaries:

Commencing at the intersection of a line parallel with and 40 feet northeasterly, measured at right angles, from the straight line in the northeasterly boundary of said Parcel 740 with a line parallel with and 27 feet southeasterly, measured at right angles, from the straight line in the southeasterly boundary of said last mentioned parcel; thence southwesterly along said last mentioned parallel line 299.94 feet; thence northwesterly at right angles from said last mentioned parallel line 27.00 feet to a point in the southeasterly line of said Parcel 742, said point being the true point of beginning; thence northeasterly along the southeasterly lines of said Parcels 742 and 741 to the southerly corner of said Parcel 740; thence northeasterly, northerly and northwesterly along the southeasterly, easterly and northeasterly boundaries of said last mentioned parcel to the beginning of a curve concave to the west, having a radius of 18 feet, tangent to said northeasterly boundary and tangent to a line parallel with and 5 feet northwesterly, measured at right angles, from said last mentioned straight line; thence southerly along said curve 28.27 feet to said last mentioned parallel line; thence South $60^{\circ}00'00''$ West along said last mentioned parallel line 122.00 feet; thence South $57^{\circ}36'51''$ West in a direct line 120.10 feet to said true point of beginning.

Also excepting therefrom that portion thereof within the following described boundaries:

Beginning at the northeasterly terminus of a curve concave to the north, having a radius of 65 feet and tangent to that certain course of North $60^{\circ}00'00''$ East 17.35 feet in the southeasterly boundary of said Parcel 760, said curve also being reverse at its westerly terminus to a curve concentric with and 2 feet northerly, measured radially, from that certain 60 foot radius curve in the southerly, southeasterly and easterly boundaries of said last mentioned parcel; thence westerly

along said 65 foot radius curve 49.44 feet to said concentric curve; thence westerly and southwesterly along said concentric curve 47.16 feet to a line parallel with and 100 feet southwesterly, measured at right angles, from the southwesterly line of said Parcel 758; thence southeasterly along said parallel line to the southeasterly boundary of said Parcel 760; thence northeasterly along said southeasterly boundary to the point of beginning.

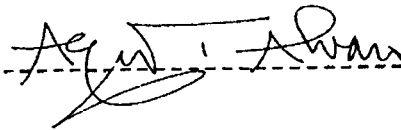
DESCRIPTION APPROVED

October 23, 1979

STEPHEN J. KOONCE

County Engineer

By



Deputy

**ASSIGNMENT OF MEMBERSHIP INTERESTS
IN LIMITED LIABILITY COMPANY**

WHEREAS, the COUNTY OF LOS ANGELES ("County") is the lessor and PACIFIC MARINA VENTURE, LLC, a Delaware limited liability company ("PMV") is the lessee of that certain real property, located in the Marina del Rey Small Craft Harbor, commonly known as Parcel 44U, more particularly and legally described in Exhibit "A", attached hereto, under that certain Lease No. 6734; and

WHEREAS, PMV became the lessee through assignment on December 3, 1998, at which time its members were Pacific Marina Venture Partner, LLC, a Delaware limited liability company ("PMVP"), and Pacific Marina Properties, LLC, a Delaware limited liability company ("PMP") with each owning a 50% membership interest in PMV; and

WHEREAS, PMVP previously transferred 49% of its membership interests in PMV to PMP resulting in, PMVP owning a 1% membership interest and PMP owning a 99% membership interest in PMV; and

WHEREAS, PMVP proposes to assign its remaining 1 % membership interest in PMV to PMP and PMP proposes to accept assignment of such 1% interest which would result in PMP owning 100% of the membership interests in PMV;

NOW, THEREFORE, in consideration of the foregoing and for valuable consideration, the sufficiency of which is acknowledged:

PMVP does hereby assign, transfer, grant, convey and set over to PMP all of its right, title and interest in its remaining 1% membership interest in PMV.

Dated: 11/14/02

Pacific Marina Venture Partner, LLC, a
Delaware limited liability company

By: 

Name: LARRY GOLAND

Its. VICE PRESIDENT

**ACCEPTANCE OF ASSIGNMENT OF MEMBERSHIP
INTERESTS IN LIMITED LIABILITY COMPANY**

WHEREAS, the COUNTY OF LOS ANGELES ("County") is the lessor and PACIFIC MARINA VENTURE, LLC, a Delaware limited liability company ("PMV") is the lessee of that certain real property, located in the Marina del Rey Small Craft Harbor, commonly known as Parcel 44U, more particularly and legally described in Exhibit "A," attached hereto, under that certain Lease No. 6734 (the "Lease"); and

WHEREAS, PMV became the lessee through assignment on December 3, 1998, at which time its members were Pacific Marina Venture Partner, LLC, a Delaware limited liability company ("PMVP"), and Pacific Marina Properties, LLC, a Delaware limited liability company ("PMP") with each owning a 50% membership interest in PMV; and

WHEREAS, PMVP previously transferred 49% of its membership interests in PMV to PMP resulting in PMVP owning a 1% membership interest and PMP owning a 99% membership interest in PMV; and

WHEREAS, PMVP proposes to assign its remaining 1 % membership interest in PMV to PMP and PMP proposes to accept assignment of such 1% interest which would result in PMP owning 100 % of the membership interests in PMV;

NOW, THEREFORE, in consideration of the foregoing and for valuable consideration, the sufficiency of which is acknowledged:

PMP does hereby accept assignment of the remaining 1 % membership interest held by PMVP in PMV and does hereby covenant, promise and agree, in its capacity as sole member of PMV, and to the fullest extent provided by law with respect to the liabilities of members of limited liability companies, to be fully bound by all of the terms and provisions of the Lease, and does hereby further agree, in its capacity as sole member of PMV, and to the fullest extent provided by law with respect to the liabilities of members of limited liability companies, to assume all obligations, past, present and future, created by the terms, covenants and conditions of the Lease on the part of the lessee therein named to be performed.

Dated: November 21, 2002

Pacific Marina Properties, LLC, a
Delaware limited liability company

By: Michael Pashare
Name: Michael PASHARE
Its: Managing Member