

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 LEASE

2 30853

3 THIS LEASE is entered into this 1st day of September, 2008, by the CITY
4 OF LONG BEACH, a California municipal corporation ("Landlord"), pursuant to a minute
5 order adopted by its City Council on August 19, 2008, and BAY SHORE
6 COMMUNITY CONGREGATIONAL CHURCH, a California nonprofit corporation
7 ("Tenant").

8 For and in consideration of the faithful performance of the terms and
9 conditions hereinafter set forth, the parties agree as follows:

10 1. LEASED PREMISES. Landlord hereby leases to Tenant for one (1)
11 day per week, and Tenant hereby rents and accepts from Landlord those certain
12 premises in the City of Long Beach, as more particularly described in Exhibit "A" attached
13 hereto and incorporated herein by reference ("Premises").

14 2. TERM. The term of this Lease shall commence on September 1,
15 2008 (the "Commencement Date"), and shall terminate at midnight on August 31, 2018,
16 unless sooner terminated as provided herein (the "Term"). Tenant is hereby granted the
17 option to renew this Lease for two (2) additional five (5)-year terms, provided that notice
18 of exercise of such option is given in writing by Tenant to Landlord ninety (90) days prior
19 to the end of the previous term. All provisions of this Lease applicable to the original term
20 shall apply with equal force to the extended term.

21 3. RENT. Subject to the provisions of Sections 4 and 5, initial rent of
22 the Premises for Tenant's period of use each week shall be Three Hundred Dollars
23 (\$300.00) per month.

24 4. ADJUSTMENT TO RENT. The rental to be paid to Landlord by
25 Tenant for the Premises shall be increased by three percent (3%) annually effective on
26 each anniversary of the Commencement Date.

27 5. RENT OFFSET. Upon completion by Tenant of the Work required
28 under Section 9, and the submission to and approval by Landlord of supporting

1 documentation evidencing the disbursement of the Initial Investment, Tenant may offset
2 monthly rent due hereunder in an amount equal to the twenty-year straight line
3 depreciation of the Initial Investment as determined on a monthly basis. Assuming the
4 Initial Investment is \$100,000, the offset schedule is depicted on Exhibit "B" attached
5 hereto and incorporated by reference.

6 6. USE OF PREMISES. The Premises shall be used during Tenant's
7 periods of exclusive occupancy for parking and for no other purpose. Tenant shall not
8 occupy, use, or grant permission to anyone to occupy or use the Premises for any
9 unlawful purpose. Tenant shall conduct its business and activities and control its agents,
10 employees, invitees, licensees, volunteers, and visitors in such a manner that will not
11 create any nuisance, unreasonable annoyance or waste. Tenant shall have exclusive
12 use of Premises beginning each Saturday at noon and continuing until the immediately
13 following Sunday until noon. The Premises shall otherwise be available to the public.
14 Nothing contained in this Section 6 shall require Tenant to supervise, control, or be
15 responsible for activities upon or use of the Premises by the general public.

16 7. CONDITION OF PREMISES. Landlord shall deliver the Premises to
17 Tenant broom clean and free of debris on the date the Term commences.

18 8. MAINTENANCE OF PREMISES. Landlord shall, at all times,
19 provide for the ordinary care and maintenance of the Premises, including without
20 limitation, the payment of all utilities. The Premises shall be maintained by Landlord in a
21 good state of repair and in a good, neat, orderly and sanitary condition in conformity with
22 all applicable laws and ordinances, and the landscaping maintenance shall be consistent
23 with the landscaping maintenance of Landlord's property adjacent to the Premises.

24 9. CONSTRUCTION WORK. Within one (1) year of the
25 Commencement Date, Tenant agrees to invest a minimum of Seventy-Five Thousand
26 and No/100 Dollars (\$75,000.00) and a maximum of One Hundred Thousand and No/100
27 Dollars (\$100,000.00) ("Initial Investment") on improvements to the Premises, including
28 without limitation, re-paving, striping, landscaping and irrigating the Premises to the

1 satisfaction of the City of Long Beach Department of Development Services ("Work").
2 Tenant further agrees to install signage at the Premises to the satisfaction of the City of
3 Long Beach Department of Public Works. Tenant shall undertake no further construction,
4 alteration, or changes on or to the Premises without the prior written approval of
5 Landlord. Tenant shall not begin Work until Tenant (i) obtains and delivers to Landlord
6 copies of all necessary governmental permits, environmental or regulatory agency written
7 consents and licenses, and (ii) delivers to Landlord the proposed scope, design and
8 budget for the Work, which such proposal is subject to Landlord's prior approval. All
9 Work shall be performed in a good and workmanlike manner, in conformance with all
10 code, statutory and permit requirements.

11 10. TERMINATION. Landlord shall have the right at any time to
12 terminate this Lease upon payment to Tenant of the unamortized depreciated balance of
13 the Initial Investment, pro-rated to the actual month of termination. Assuming Tenant's
14 Initial Investment is \$100,000, the unamortized depreciated balance for each month of
15 the Term is depicted in Exhibit "B" attached hereto and incorporated herein.

16 11. RESTORATION. Tenant shall promptly give notice to Landlord of
17 damage or destruction to the Premises which occurs during the Tenant's periods of
18 exclusive occupancy and the date of same. Tenant shall promptly make proof of loss
19 and proceed to collect all valid claims that Tenant may have against insurers or others
20 based on such damage or destruction. All amounts recovered as a result of said claims
21 shall be used first for the restoration of the Premises, which Tenant shall promptly begin
22 and diligently pursue so that the Premises are restored to substantially the same
23 conditions as they were in immediately before such damage or destruction. If existing
24 laws do not permit restoration, then Tenant may terminate this Lease by notice to
25 Landlord.

26 If the repair, reconstruction or restoration requires longer than one hundred
27 twenty (120) days or if the insurance proceeds will not be sufficient to cover the cost of
28 repair, reconstruction or restoration, then Landlord may elect to repair, reconstruct or

1 restore and the Lease shall continue in full force and effect. If Landlord elects to repair,
2 reconstruct or restore, then Landlord shall not be required to expend sums therefor in
3 excess of insurance proceeds received by Landlord by reason of the casualty. If
4 Landlord repairs, reconstructs or restores, then Tenant shall receive a rebate or
5 repayment of any rent for loss in the use of the whole or any part of the Premises.

6 12. INDEMNIFICATION. Tenant shall defend, indemnify, and hold
7 harmless Landlord, its officers and employees ("Landlord Indemnified Parties") from and
8 against all causes of actions, damage, proceedings, claims, demands, loss, liens, costs
9 and expenses alleging injury to or death of persons, or damage to property, or any other
10 claim of damage brought, made, filed against, imposed on or sustained by the Landlord
11 Indemnified Parties, or any of them, and arising from or attributable to or caused, directly
12 or indirectly (collectively or individually, a "claim"):

13 (i) by the use of the Premises or any equipment or materials located
14 thereon, or from activities conducted thereon by Tenant, its employees, invitees,
15 agents, or by any person or persons acting on behalf of Tenant and with Tenant's
16 knowledge and consent, express or implied during periods of Tenant's exclusive
17 use; or

18 (ii) by the construction, improvement or repair of the improvements
19 and facilities on the Premises by Tenant, its officers, employees, contractors,
20 agents or invitees, or by any person or persons acting on behalf of Tenant and
21 with Tenant's knowledge and consent, express or implied.

22 Landlord shall defend, indemnify, and hold harmless Tenant, its officers and
23 employees ("Tenant Indemnified Parties") from and against all causes of actions,
24 damage, proceedings, claims, demands, loss, liens, costs and expenses alleging injury to
25 or death of persons, or damage to property, or any other claim of damage brought, made,
26 filed against, imposed on or sustained by the Tenant Indemnified Parties, or any of them,
27 and arising from or attributable to or caused, directly or indirectly (collectively or
28 individually, a "claim") by the condition of the Premises or by the use of the Premises by

1 the public, or the employees, agents or invitees of Landlord or by any person or persons
2 acting on behalf of Landlord.

3 13. INSURANCE. Upon execution of this Lease and in partial
4 performance of Tenant's obligations hereunder, Tenant shall procure and maintain, at its
5 cost, during the Term and any extensions or renewals thereof, from an insurer admitted
6 in California or having a minimum rating of or equivalent to A:VIII in Best's Insurance
7 Guide:

8 (i) Comprehensive General Liability insurance with a combined
9 single limit of at least \$1,000,000 for each occurrence or Two Million Dollars (\$2,000,000)
10 general aggregate. City, its officials, employees and agents shall be covered as
11 additional insureds with respect to liability arising from activities performed by or on
12 behalf of Tenant. Said insurance shall be primary insurance with respect to City and
13 shall contain a cross-liability endorsement.

14 (ii) "All Risk" property insurance in an amount sufficient to cover
15 the full replacement value of Tenant's personal property, improvements and equipment
16 on the Premises.

17 (iii) Upon the execution of this Lease, Tenant shall deliver to City
18 certificates of insurance with original endorsements evidencing the coverage required by
19 this Lease. The certificates and endorsements shall be signed by a person authorized by
20 the insurer to bind coverage on its behalf. City reserves the right to require complete
21 certified copies of all policies at any time.

22 (iv) Said insurance shall contain an endorsement requiring thirty
23 (30) days' prior written notice from insurers to City before cancellation or change of
24 coverage.

25 (v) Said insurances may provide for such deductibles or self-
26 insured retention as may be acceptable to the City Manager or his designee. In the event
27 such insurance does provide for deductibles or self-insured retention, Tenant agrees that
28 it will fully protect City, its officials, and employees in the same manner as these interests

1 would have been protected had the policy or policies not contained a deductible or
2 retention provisions. With respect to damage to property, City and Tenant hereby waive
3 all rights of subrogation, one against the other, but only to the extent that collectible
4 commercial insurance is available for said damage.

5 (vi) Not more frequently than every two (2) years, if, in the opinion
6 of City, or of an insurance broker retained by City, the amount of the foregoing insurance
7 coverages is not adequate, Tenant shall increase the insurance coverage as required by
8 City.

9 (vii) The procuring of said insurance shall not be construed as a
10 limitation on Tenant's liability or as full performance on Tenant's part of the
11 indemnification and hold harmless provisions of this Lease; and Tenant understands and
12 agrees that, notwithstanding any insurance, Tenant's obligation to defend, indemnify and
13 hold City, its officials and employees harmless hereunder is for the full and total amount
14 of any damage, injuries, loss, expense, costs or liabilities in any manner connected with
15 or attributed to the acts or omissions of Tenant, its officers, agents, employees,
16 subtenants, licensees, patrons or visitors, or the operations conducted by Tenant, or the
17 Tenant's use, misuse or neglect of the Premises.

18 (viii) Any modification or waiver of the insurance requirements
19 herein shall only be made with the written approval of the City's Risk Manager or
20 designee.

21 14. LANDLORD'S NON-LIABILITY. Landlord shall not be liable for any
22 damage to Tenant or Tenant's property or any of Tenant's employees, agents, invitees,
23 licensees, volunteers or visitors, and Tenant, as a material part of the consideration of
24 this Lease, hereby waives all claims and demands against Landlord for any such
25 damage, to the extent allowed by law, except to the extent that such damage is caused
26 by Landlord's negligence or Landlord's failure to maintain the Premises. Tenant
27 assumes all risk of theft, misappropriation, damage, injury, claims or losses of its
28 personal property kept, stored, held, placed or otherwise left on the Premises. Tenant

1 shall not be responsible for theft, misappropriation, damage, injury, claims or losses of
2 personal property belonging to members of the general public.

3 15. ASSIGNMENT AND SUBLETTING. Tenant may not assign or
4 sublease the Premises without the express written consent of the Landlord, which may
5 be withheld at Landlord's sole discretion. No assumption or subletting of this Lease will
6 be effective without the express written assumption by such assignee of the obligations of
7 Tenant under this Lease, nor shall such subletting or assignment alter the primary liability
8 of Tenant for the Payment of rent or for the performance of any other obligations to be
9 performed by Tenant.

10 16. HOLDING OVER. If Tenant holds possession of the Premises after
11 expiration of the Term, Tenant shall become a tenant from month-to-month on the terms
12 specified in this Lease, except those pertaining to term. Each party shall give the other
13 notice of intention to terminate the tenancy at least one (1) month prior to the date of
14 termination of a monthly tenancy.

15 17. TAXES. Tenant shall pay all assessments or real estate taxes or
16 possessory interest taxes levied against the Premises due to Tenant's periods of
17 exclusive use.

18 18. INSPECTION AND ENTRY. Landlord shall have the right, at all
19 reasonable times, to enter the Premises to inspect them to determine if Tenant is
20 complying with the terms, covenants and conditions of this Lease, to comply with any
21 law, order, or requirement of any governmental authority, and to serve or post any notice.

22 19. DEFAULT. The occurrence of any one or more of the following acts
23 shall constitute a default by Tenant:

- 24 (i) Failure to use the Premises as described in Section 6;
- 25 (ii) Failure to pay rent;
- 26 (iii) Failure to maintain the insurance required herein;
- 27 (iv) Failure to comply with any applicable law, rule, ordinance, or
28 regulation; or

1 (v) Any failure to perform any other term, covenant, or condition
2 of this Lease not specifically identified in this Section or in elsewhere in this Lease, if said
3 failure is not cured within thirty (30) days after Landlord gives notice to Tenant of said
4 failure. If the default cannot reasonably be cured in thirty (30) days, then Tenant shall not
5 be in default if Tenant begins to cure within said period and diligently proceeds to cure to
6 completion.

7 20. NOTICE. Any notice or request given under this Lease shall be in
8 writing and personally delivered or deposited in the U.S. Postal Service, postage prepaid,
9 first class, addressed as follows:

10 To Landlord: City of Long Beach
11 333 West Ocean Boulevard, 13th Floor
12 Long Beach, CA 90802
13 Attn: City Manager

14 With a copy to: City of Long Beach
15 333 West Ocean Boulevard, 3rd Floor
16 Long Beach, CA 90802
17 Attn: Property Services Bureau Manager

18 To Tenant: Bay Shore Community Congregational Church
19 5100 The Toledo
20 Long Beach, CA 90813
21 Attn: Senior Minister

22 Notice shall be effective on the date of personal delivery or deposit in the
23 mail, whichever first occurs. Notice of change of address or the person to whom notice
24 shall be directed shall be given in the manner prescribed herein.

25 21. NO WAIVER. The failure or delay of either party to insist on strict
26 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of
27 any right or remedy either party may have and shall not be deemed a waiver of any
28 subsequent or other breach of any term, covenant, or condition. Any waiver or
permission of any kind by either party shall be in writing and signed to be effective.

22. SURRENDER OF PREMISES. On the expiration or sooner
termination of this Lease, Tenant shall deliver to Landlord possession of the Premises.

1 Tenant shall remove its equipment, supplies and other items so as to leave the Premises
2 in a condition which does not damage the Premises and the improvements thereto in any
3 way.

4 23. LANDLORD'S RIGHT TO RE-ENTER ON TERMINATION OR
5 EXPIRATION. Tenant shall peaceably deliver possession of the Premises to Landlord on
6 the date of expiration or sooner termination of this Lease. On giving notice of termination
7 to Tenant, Landlord shall have the right to re-enter and take possession of the Premises
8 on the date such termination becomes effective without further notice of any kind and
9 without instituting summary or regular legal proceedings.

10 24. ABANDONED PROPERTY. If Tenant abandons the Premises or is
11 dispossessed by process of law or otherwise or if personal property is not removed from
12 the Premises after termination of occupancy, then title to such property left on the
13 Premises forty-five (45) days after such abandonment or dispossession shall be deemed
14 to have been transferred to Landlord. Landlord shall have the right to remove, store and
15 dispose of said property without liability therefor to Tenant or to any person claiming
16 under Tenant, and shall have no duty to account therefor. Tenant shall pay the cost of
17 removal, storage, sale or destruction as additional rent. Tenant hereby agrees to and
18 shall defend, indemnify and hold Landlord, its officials and employees harmless from and
19 against all claims, demands, damage, loss, liability, causes of action, costs and expenses
20 arising from or attributable to Landlord's removal, storage and disposal of such property
21 that is not owned by Tenant.

22 25. NO ENCUMBRANCES. Tenant shall not encumber the Premises by
23 any mortgage, deed of trust or other encumbrance of any kind.

24 26. RELOCATION WAIVER. Tenant expressly waives any rights to
25 relocation benefits or other compensation pursuant to the California Relocation Act or
26 applicable laws governing eminent domain.

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- 1 27. MISCELLANEOUS.
- 2 A. Each party shall bear its own costs and expenses in connection with
- 3 this Lease and enforcement thereof, including, but not limited to, attorney's fees and
- 4 court costs.
- 5 B. This Lease shall be binding on and inure to the benefit of the parties
- 6 and their successors, heirs, personal representatives, and subtenants, and all of the
- 7 parties shall be jointly and severally liable hereunder.
- 8 C. This Lease constitutes the entire understanding between the parties
- 9 and supersedes all prior negotiations, agreements and understandings, oral or written,
- 10 with respect to the subject matter hereof.
- 11 D. This Lease may not be amended except in a writing duly executed
- 12 by both parties.
- 13 E. This Lease shall be governed by and construed under the laws of the
- 14 State of California, and no choice of laws or principles thereof shall apply.
- 15 F. The captions and numbers herein and the grouping of the provisions
- 16 of this Lease into separate sections and paragraphs are for the purpose of convenience
- 17 only and shall not be considered a part hereof, and shall have no effect on the
- 18 interpretation of this Lease.
- 19 G. If any term, covenant, or condition of this Lease is found to be
- 20 invalid, ineffective, void, or unenforceable for any reason by a court of competent
- 21 jurisdiction, the remaining terms, covenants and conditions shall remain in full force and
- 22 effect.
- 23 H. Time is of the essence in this Lease and all of its provisions.
- 24 I. This Lease shall not be recorded.
- 25 J. The relationship of the parties hereto is that of landlord and tenant,
- 26 and the parties agree that nothing contained in this Lease shall be deemed or construed
- 27 as creating a partnership, joint venture, principal-agent relationship, association, or
- 28 employer-employee relationship between them or between Landlord and any third person

1 or entity.

2 K. This Lease is created as a joint effort between the parties and fully
3 negotiated as to its terms covenants and conditions. This Lease shall not be construed
4 against either party as the drafter.

5 L. Each provision of this Lease shall be deemed both a covenant and a
6 condition.

7 M. This Lease is created for the benefit of the parties only and is not
8 intended to benefit any third person or entity.

9 N. Where consent or approval is required from either Tenant or
10 Landlord by the provisions of this Lease, the giving of consent or approval shall not be
11 unreasonably withheld or delayed by the party from whom consent or approval is
12 required.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed as of the date first stated above.

CITY OF LONG BEACH, a California municipal corporation

Dated: August 29, 2008

By: [Signature] Assistant City Manager

Name: Patrick H. West
Title: City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

LANDLORD

BAY SHORE COMMUNITY CONGREGATIONAL CHURCH, a California nonprofit corporation

Dated: Aug 1, 2008

By: [Signature]
Name: Richard L. Landes
Title: Moderator
Board of Stewards

TENANT

The foregoing Agreement is hereby approved as to form this 20 day of August, 2008.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney

RFA;abcl
#07-03978

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 8.29.08 before me, Melodi Nantes Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Suzanne M. Frick
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,
 Signature Melodi Nantes
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

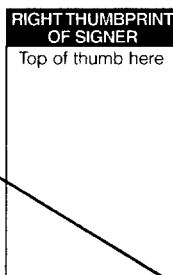
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

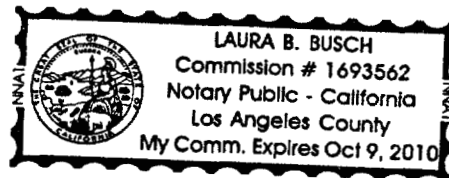
State of California)
)
County of Los Angeles)

On August 1, 2008 before me, Laura B. Busch, a Notary Public, personally appeared Richard L. Landes, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Laura B. Busch



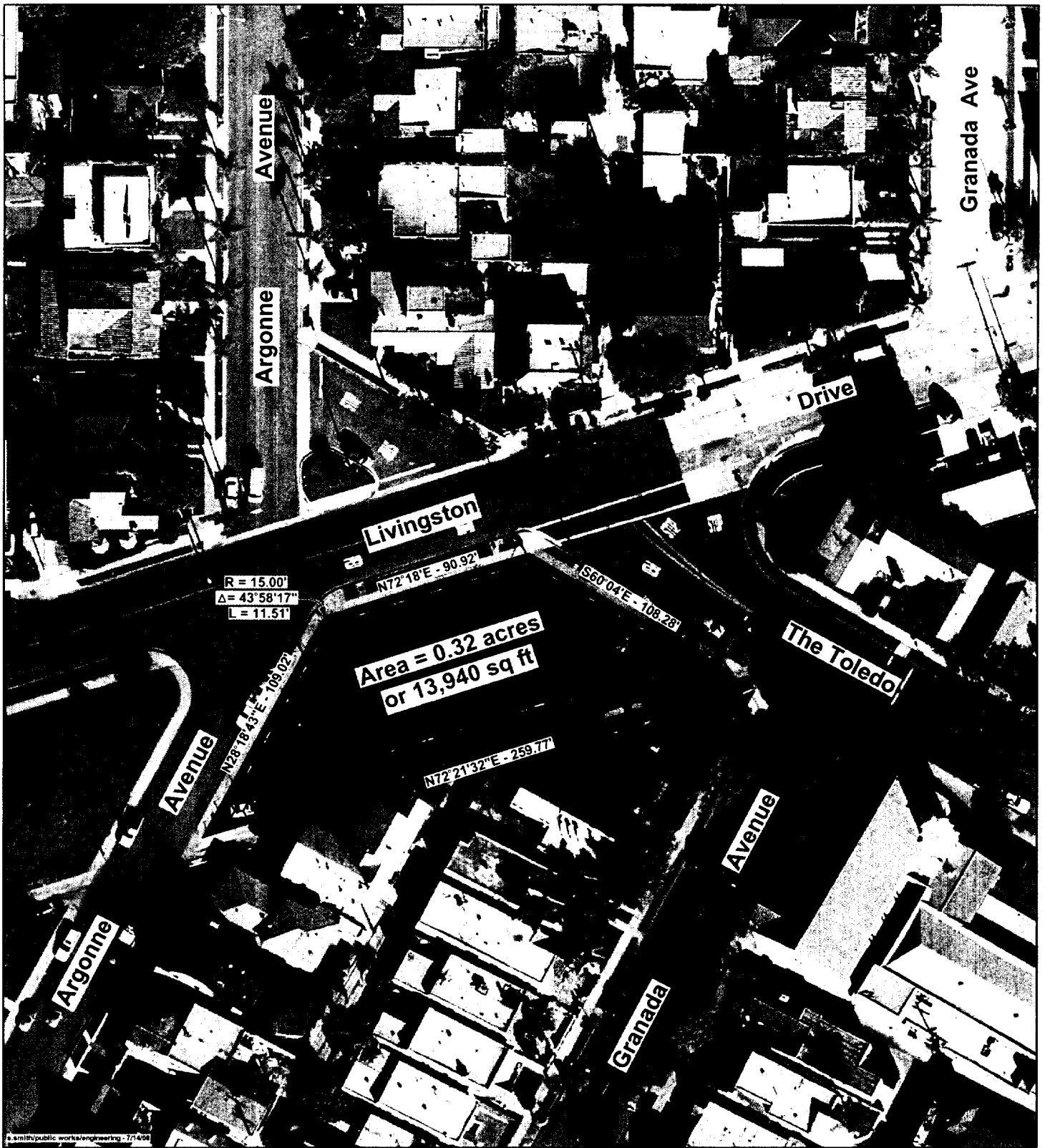
OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

IDENTIFICATION OF DOCUMENT

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

TITLE OF DOCUMENT: Lease Agreement
Number of Pages: _____ Date of Document: August 1, 2008
Signer(s) other than named above: _____



s.smith/public works/engineering - 7/1/00

CITY OF LONG BEACH - CALIFORNIA
 DEPARTMENT OF PUBLIC WORKS, ENGINEERING BUREAU

Exhibit "A"
 Leased Premises Map
 for
 Bay Shore Community Congregational Church
 Parking Lot

**Bay Shore Community Congregational Church
Rent Calculation**

Straightline Depreciation and 3% annual rental increase

Year	Monthly Rent	Annual Rent	Contribution Remaining to Depreciate
			\$100,000.00
1	\$300.00	\$3,600.00	\$96,400.00
2	\$309.00	\$3,708.00	\$92,692.00
3	\$318.27	\$3,819.24	\$88,872.76
4	\$327.82	\$3,933.82	\$84,938.94
5	\$337.65	\$4,051.83	\$80,887.11
6	\$347.78	\$4,173.39	\$76,713.72
7	\$358.22	\$4,298.59	\$72,415.14
8	\$368.96	\$4,427.55	\$67,987.59
9	\$380.03	\$4,560.37	\$63,427.22
10	\$391.43	\$4,697.18	\$58,730.03
11	\$403.17	\$4,838.10	\$53,891.94
12	\$415.27	\$4,983.24	\$48,908.69
13	\$427.73	\$5,132.74	\$43,775.95
14	\$440.56	\$5,286.72	\$38,489.23
15	\$453.78	\$5,445.32	\$33,043.91
16	\$467.39	\$5,608.68	\$27,435.23
17	\$481.41	\$5,776.94	\$21,658.28
18	\$495.85	\$5,950.25	\$15,708.03
19	\$510.73	\$6,128.76	\$9,579.27
20	\$526.05	\$6,312.62	\$3,266.65