

FOURTH AMENDMENT TO LEASE NO. 30620
30620

THIS FOURTH AMENDMENT TO LEASE NO. 30620 is made and entered as of December 1, 2013 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on NOVEMBER 19, 2013 by and between the CITY OF LONG BEACH, a municipal corporation, and trust grantee of the State of California of certain tide and submerged lands within the limits of said City (hereinafter "Lessor"), and the NAVY YACHT CLUB - LONG BEACH, a California nonprofit corporation (hereinafter "Lessee").

1. RECITALS. This Lease is made with reference to the following facts and objectives:

A. Lessor and Lessee negotiated the terms and conditions of Lease No. 30620.

B. On December 4, 2007, by minute order, the City Council of the City of Long Beach approved the execution of a one (1) year lease with two (2) one (1) year renewal periods.

C. In February of 2009, the parties executed the First Amendment to exercise the 1st option to extend the term through November 30, 2009.

D. In March of 2010, the parties executed the Second Amendment to exercise the 2nd option to extend the term through November 30, 2010.

E. On March 13, 2012, by minute order, the City Council of the City of Long Beach approved the execution of the Third Amendment to extend the term through November 30, 2013.

F. Lessor and Lessee now desire to enter into this Fourth Amendment to extend the term.

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NOV 19 2013
RECORDED
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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 NOW THEREFORE, in consideration of the mutual terms and
2 conditions in Lease No. 30620 and this Fourth Amendment, the parties agree as
3 follows:

4 2. Section 4 of the Lease is amended in its entirety to read as follows:

5 "4. TERM.

6 A. The term of this Lease shall commence on December 1, 2007
7 and end at midnight on November 30, 2018.

8 B. This Lease is revocable by either party upon ninety (90) days
9 written notice to the other party. Upon termination of this Lease, Lessee shall quit and
10 surrender possession of the Premises and remove its personal property therefrom."

11 3. Section 6 of the Lease is amended in its entirety to read as follows:

12 "6. RENT. Effective December 1, 2013, Lessee shall pay to Lessor rent
13 for each month during the term, Seven Hundred and Seventy-Five Dollars (\$775.00) due
14 on the first (1st) of each month.

15 A. On each anniversary of the Lease, Lessee's rent shall be
16 adjusted and Lessee shall pay the annual rent paid for the immediately preceding
17 year (base rent), plus an amount which is equal to the base rent multiplied by the
18 Twelve (12) Months Percent (%) Change in the Consumer Price Index (CPI) for
19 the Los Angeles-Riverside-Orange County, California area. Annual CPI increases
20 shall be no less than Three percent (3%) and no more than Five percent (5%).

21 B. Date and Place of Payment and Filing: Rent payments shall
22 be delivered on the first (1st) day of each month to the Department of Parks,
23 Recreation and Marine, 2760 N. Studebaker Road, Long Beach, California 90815.
24 The designated place of payment and filing may be changed at any time by Lessor
25 upon written notice to Lessee. Rentals may be paid by check made payable to the
26 City of Long Beach.

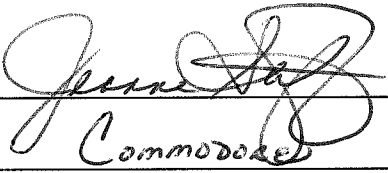
27 C. Charge for Late Payment. Rent not paid when due shall bear
28 interest at the rate of ten percent (10%) per annum from the date due until paid."


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1 Except as expressly stated herein, all of the terms and covenants, and
2 conditions of Lease No. 30620 are ratified and confirmed and shall remain in full force
3 and effect.

4 IN WITNESS WHEREOF, the parties hereto have caused the document to
5 be duly executed with all the formalities required by law.

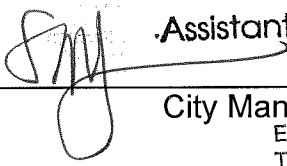
6 NAVY YACHT CLUB – LONG BEACH, a
7 California nonprofit corporation

8
9 November 1, 2013 By 
10 Commodore
11 Title

12 November 1, 2013 By 
13 Vice Commodore NYCLB
14 Title

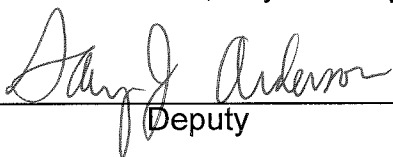
15 "Lessee"

16 CITY OF LONG BEACH, a municipal
17 corporation

18 12.3 2013 By  Assistant City Manager
19 City Manager
20 "City" EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

21 The foregoing Fourth Amendment to Lease No. 30620 is hereby approved
22 as to form this 20th day of November 2013.

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25 CHARLES PARKIN, City Attorney

26 By 
27 Deputy
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