

FIRST AMENDMENT TO LEASE NO. 32232

32232

1
2
3 THIS FIRST AMENDMENT TO LEASE NO. 32232 is made and entered, in
4 duplicate, as of August 21, 2012, for reference purposes only, pursuant to a minute order
5 adopted by the City Council of the City of Long Beach at its meeting on August 14, 2012,
6 by and between the CITY OF LONG BEACH, a municipal corporation ("Lessor"), and
7 LONG BEACH ORGANIC, INC., a California nonprofit corporation ("Lessee"), whose
8 address is 5115 Marina Pacifica Drive North, Long Beach, California 90803.

9 WHEREAS, the Parties executed Lease No. 32232 wherein Lessor agreed
10 to lease to Lessee Property located at 1640 West 20th Street in Long Beach; and

11 WHEREAS, Lessor has entered into Right-of-Entry Permit No. 32751
12 with Molina Medical Centers, Inc. a California corporation ("Permitter"), for Lessor's
13 access to the easterly edges of adjacent property owned by the Permitter, known as Los
14 Angeles County Assessor's Parcel Nos. 7431-019-022 and 7431-019-023 ("additional
15 parcels"); and

16 WHEREAS, Now the Parties desire to amend the Lease to include the
17 additional parcels and additional indemnification protection for Lessor;

18 NOW, THEREFORE, Lessor and Lessee, in consideration of the mutual
19 terms, covenants and conditions herein, agree as follows:

20 1. Section 1 of Lease No. 32232 is hereby deleted and amended in its
21 entirety as follows:

22 "1. Lease. Lessor hereby leases to Lessee and Lessee hereby accepts
23 "as is" and leases from Lessor the area depicted on Exhibit "A" attached hereto and
24 incorporated herein by this reference ("Property") commonly known as Mary Molina
25 Community Garden. Lessee acknowledges that Lessee has not received and Lessor has
26 not made any warranty, express or implied, as to the condition of the Property or fitness
27 for its intended or actual use."

28 ///

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

1 2. Section 15 of Lease No. 32232 is hereby deleted and amended in its
2 entirety as follows:

3 "15. Indemnity. Lessee shall defend, indemnify and hold Lessor, its
4 officials, employees and agents harmless from all claims, demands, damages, causes of
5 action, losses, liability, costs, or expenses, including reasonable attorneys fees, of any
6 kind or nature whatsoever (collectively referred to in this Section and Section 16 as
7 "claims") arising from the occupancy, use, or misuse of the Property identified in Exhibit
8 "A" by Lessee, Lessee's members, employees, agents, subtenants, licensees, patrons,
9 concessionaires, or visitors, or any breach of this Lease, from the condition of the
10 Property, the alleged negligent acts or omissions of Lessee, Lessee's employees or
11 agents, or any breach or default in the performance of any obligations on Lessee's part to
12 be performed under this Lease."

13 ///
14 ///
15 ///
16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

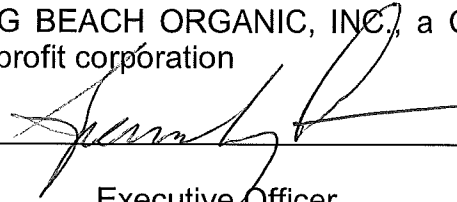
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. Except as expressly stated herein, all of the terms, covenants, and conditions of Lease No. 32232 are ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease No. 32232 with all formalities required by law as of the date first written above.

LONG BEACH ORGANIC, INC., a California non-profit corporation

9/11, 2012

By: 
Executive Officer

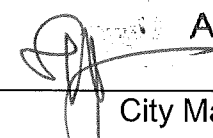
9/11, 2012

By: 
Executive Officer

"Lessee"

CITY OF LONG BEACH, a municipal corporation

10.2, 2012

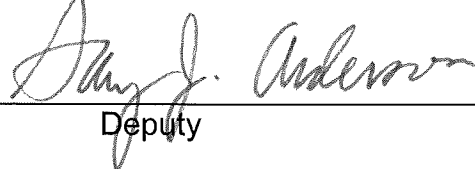
By: 
Assistant City Manager
City Manager

"Lessor"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This First Amendment to Lease No. 32232 is approved as to form on September 18, 2012.

ROBERT E. SHANNON, City Attorney

By: 
Deputy

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



Exhibit A: Leased Premises



1 RIGHT OF ENTRY PERMIT

2 **32751**

3 THIS RIGHT OF ENTRY PERMIT is executed, pursuant to a minute order
4 of the City Council of the City of Long Beach at its meeting on August 14, 2012 by
5 and between the CITY OF LONG BEACH, a municipal corporation ("City") and the
6 MOLINA MEDICAL CENTERS, a California corporation ("Permittor").

7 1. Access. Permittor grants to City, its contractors, agents, lessees
8 and employees (collectively, the "City Parties") a nonexclusive right to enter the
9 Permittor's property described in Exhibit "A" attached to this Permit and incorporated by
10 reference ("Permittor's Property") for the purpose of expanding City's Community
11 Garden, commonly known as Mary Molina Community Garden, located at 1640 West 20th
12 Street. Permittor acknowledges that the permission granted by this Permit may include
13 placing, using and leaving equipment and materials provided the placement of equipment
14 and materials shall first be approved by the Permittor. City shall use its best efforts to
15 limit entry of City Parties on Permittor's property to the extent necessary to meet the
16 purposes stated in this Permit.

17 2. Time of Use. City shall enter Permittor's Property in accordance with
18 this Permit during normal business hours.

19 3. Duration of Permit.

20 A. Permission to enter shall begin on July 1, 2012 and shall end on
21 April 30, 2014, unless sooner terminated as provided in this Permit, unless the
22 services to be performed hereunder or the project are completed sooner.

23 B. Within fifteen (15) days after expiration or revocation of this Permit,
24 City shall cease entry and shall cause all City Parties to cease entry on the
25 Permittor's Property, shall remove all equipment, supplies, and personal property
26 and shall leave Permittor's Property in a clean, neat and safe condition. Any
27 supplies, equipment, and personal property which are not removed within the
28 fifteen (15) day period shall become the property of Permittor without payment by

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

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

1 or liability of any kind on the part of Permitter.

2 4. Plans. Permitter shall have the right to review and approve all final
3 construction documents as a party to this Agreement.

4 5. Indemnification. City shall indemnify, defend and hold Permitter, its
5 officers and employees harmless from all liability, loss, damage, claims, demands,
6 penalties, fines, proceedings, causes of action, taxes, assessments, costs, and expenses
7 arising from the right to enter granted by this Permit and the activities of City on the
8 Permitter's Property under this Permit. This indemnity shall survive the expiration or
9 revocation of this Permit.

10 6. Non-Responsibility of Permitter. Permitter, its officers and
11 employees shall not be responsible or liable for loss or damage by theft, fire, flood,
12 burglary, vandalism or any other cause to the supplies, equipment or other personal
13 property of City in or on the Permitter's Property, except to the extent caused by the
14 gross negligence of the Permitter, its officers or employees. By executing this Permit and
15 in consideration for being allowed entry to the Permitter's Property, City waives all claims
16 against the Permitter, its officers or employees for such loss or damage.

17 7. No Title. Permitter and City acknowledge and agree that, by this
18 Permit, City does not acquire any right, title or interest of any kind in the Permitter's
19 Property, including but not limited to any leasehold interest. City shall not allow
20 Permitter's Property to be used by anyone other than City or City's Parties or for any
21 other purpose than stated in this Permit.

22 8. No Assignment. City shall not assign this Permit or the permission
23 granted by this Permit. Neither this Permit nor any interest in it shall be subject to
24 transfer by attachment, execution, proceedings in insolvency or bankruptcy, or
25 receivership. Any attempted assignment or other transfer that is not approved by
26 Permitter shall be void and confer no right of entry on the purported assignee or
27 transferee.

28 ///

1 9. Condition After Entry. Following termination of City's Right of Entry
2 on the Permittor's Property, City shall return the Permittor's Property in as good condition
3 or better condition as the Permittor's Property was in prior to such entry, reasonable wear
4 and tear excepted.

5 10. Notice. Any notice or approval given under this Permit shall be in
6 writing and personally delivered or deposited in the U.S. Postal Service, registered or
7 certified, return receipt, to the City of Long Beach, Department of Parks, Recreation and
8 Marine at 2760 Studebaker Road, Long Beach, CA 90815 Attn: Planning and
9 Development Bureau and to MOLINA MEDICAL CENTERS 200 Oceangate, Suite 100,
10 Long Beach, CA 90802, Attn: Facilitites Department. Notice shall be deemed given on
11 the date personal delivery is made or on the date shown on the return receipt, whichever
12 first occurs.

13 11. Consideration. This Permit is granted in consideration for City's
14 maintenance Mary Molina Community Garden at no cost to Permittor.

15 12. Improvements. Neither City nor City Parties shall install, construct,
16 erect or maintain any structure or improvements on the Permittor's Property except as
17 described in this Permit. At the expiration or revocation of this Permit, all improvements
18 to Permittor's Property made pursuant to this Permit shall become the sole property of
19 the Permittor, at no charge.

20 13. No Limitations on Permittor. The Permit shall not limit the Permittor's
21 right or power to construct, erect, build, demolish, move or otherwise modify any
22 structures, buildings, landscaping or any other type of improvement on, over, in, or under
23 Permittor's Property.

24 14. No Release. The expiration or revocation of this Permit shall not
25 release either party from any liability or obligation, which accrued prior to such expiration
26 or revocation.

27 15. Miscellaneous.

28 A. This Permit shall be governed by and construed in accordance with

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

1 the laws of the State of California.

2 B. If any part of this Permit shall be held by a court of competent
3 jurisdiction to be invalid, void or unenforceable, then the remainder of the Permit
4 shall remain in full force and effect and shall not be affected, impaired or
5 invalidated.

6 C. This Permit may only be amended by a written agreement, signed
7 by the City and Permitter.

8 D. This Permit contains the entire understanding of the City and
9 Permitter and supersedes all other agreements, oral or written, with respect to the
10 subject matter of this Permit.

11 E. On the expiration or revocation of this Permit, City agrees to and
12 shall execute such documents, in recordable form if so requested, as the Permitter
13 deems reasonably necessary to end the Permit and remove the Permit as an
14 encumbrance on Permitter's Property.

15 F. This Permit is not intended or entered for the purpose of creating
16 any benefit or right for any person or entity that is not a signatory or a City Party.

17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have executed this Permit on the
respective dates set forth opposite their signatures.

MOLINA MEDICAL CENTERS, a
California corporation

June 18, 2012

By *Salvador Gutierrez*
President
Salvador Gutierrez
Associate VP, Facilities
Type or Print Name

_____, 2012

By _____
Secretary

Type or Print Name

"Permittor"

CITY OF LONG BEACH, a municipal
corporation

9/11, 2012

By *[Signature]*
City Manager

"City"

This Right of Entry Permit is approved as to form on 8/8, 2012.

ROBERT E. SHANNON, City Attorney

By *[Signature]*
Deputy

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

EXHIBIT "A"

Description of Site

The easternmost 8 feet of Lot 4 in Block A of the Lucerne Tract also known as Assessor Parcel Numbers 7431-019-022 and 023 (see attached depiction).

ATTACHMENT

**MARY MOLINA
COMMUNITY CENTER**



**MOLINA MEDICAL
CENTRE**

SANTA FE