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THIS LEASE is made and entered, in duplicate, as of June 1, 2007 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June ^{12 scope MS}19, 2007, by and between CAMP FIRE USA, LONG BEACH AREA COUNCIL, California public benefit corporation, whose address is 7070 East Carson Street, Long Beach, CA 90808 ("Tenant") and the CITY OF LONG BEACH, a municipal corporation ("Landlord").

In consideration of the faithful performance of the terms, covenants and conditions herein, the parties agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant and Tenant hereby accepts "as is" and leases from Landlord approximately seven (7) acres of land bounded on the north by Carson Street, on the west by Los Coyotes Diagonal, on the south by DeMille Junior High School, and on the east by the City of Los Angeles Department of Water and Power right-of-way, commonly known as 7070 Carson Street in the City of Long Beach, CA ("Premises").

Tenant acknowledges that it has not received and Landlord has not made any warranty, express or implied, or representation as to the condition of the Premises.

2. Term. A. The term of this Lease shall begin at 12:01 a.m. on June 1, 2007 (the "Anniversary Date"), and shall end at midnight on June 30, 2027, unless sooner terminated as provided herein.

B. Tenant shall have two (2) consecutive options of ten (10) years each to extend the term of this Lease. The City Manager or his designee shall be authorized to execute the renewal options. Tenant shall give notice to Landlord that Tenant is exercising an option at least ninety (90) days but not more than one hundred twenty (120) days prior to the expiration of the original term or any extended term. If the Tenant is in default hereunder on the date of its notice, or if the Tenant defaults between the date of the notice to extend and the expiration of the original term or any extended term and has

1 not cured that default prior to said expiration so that Tenant is in default on the date any
2 extended term is to begin, then the notice regarding the exercise of the option to extend
3 shall be void and ineffective and no extended term shall begin.

4 The option to extend the term shall be personal to Tenant and may be
5 exercised only by the originally named Tenant and not by any assignee, sublessee, or
6 other transferee of Tenant.

7 3. Use. A. Tenant shall use the Premises primarily for the operation and
8 maintenance of a camping facility and appurtenances related thereto and for the
9 administrative, training, recreational and educational purposes of Tenant. Tenant shall not
10 use or permit the use of the Premises for any other purpose except as may be authorized
11 by Landlord's Director of Parks, Recreation and Marine, or designee.

12 B. Tenant shall not use the Premises nor conduct any activity thereon in any
13 manner that creates a nuisance, unreasonable annoyance, or waste. Tenant shall not
14 make or permit any noise or odors that constitute a nuisance within the meaning of
15 California Civil Code Section 3479 or California Penal Code Section 370, or their
16 successors.

17 C. Tenant shall use the Premises and operate and manage all facilities
18 thereon in compliance with all laws, ordinances, rules, and regulations by agencies having
19 jurisdiction over the Premises, the facilities and operations thereon.

20 D. Tenant understands and agrees that this Lease covers only the surface
21 of the Premises and only so much of the subsurface as is reasonably necessary for
22 Tenant's use of the Premises as permitted hereunder. Landlord acting through the Long
23 Beach Water Department uses portions of the Premises for the operation of water wells
24 and auxiliary operations. Tenant's use of the Premises shall not obstruct or interfere with
25 said uses by Landlord. Landlord, its employees and contractors shall at all times have
26 access across, over, and through the Premises for said uses. Also, Landlord reserves the
27 right to construct, maintain, operate, replace, and remove storm drains, water pipelines,
28 sewer lines, and pole lines, to drill, maintain and operate water wells, to place, maintain

1 and operate necessary pumping plants and appurtenances thereto; and the right of ingress
2 and egress for all purposes provided, however, that such reserved rights are limited to
3 portions of the Premises not occupied by any building, structure, facility or camping site of
4 Tenant.

5 E. If during the term of this Lease, any law, rule, or regulations becomes
6 effective the provisions of which so restrict the uses to which the Premises can be put that
7 Tenant is unable to use or successfully operate the Premises in the manner contemplated
8 herein, then Tenant may terminate this Lease with thirty (30) days prior notice to Landlord.

9 F. If Tenant performs the terms, covenants, and conditions of this Lease,
10 then Tenant shall peaceably and quietly hold and enjoy the Premises.

11 4. Rent. A. Tenant shall pay to Landlord as rent the sum of One Dollar
12 (\$1.00) per year, in advance, without setoff, deduction, demand, or notice, together with
13 other valuable consideration in the form of community services. If this Lease terminates
14 prior to its natural expiration for any reason, then Tenant shall not be entitled to any refund
15 of the rent. Tenant shall pay rent on the Anniversary Date each year to the address of
16 Landlord shown herein for notices.

17 B. Rent will not be increased during any option term.

18 5. Taxes. Tenant acknowledges that this Lease may create a possessory
19 interest subject to taxation and that Tenant may be liable for payment of taxes levied on
20 such interest. Tenant shall promptly pay, prior to delinquency, all taxes, assessments,
21 charges, and fees, however designated, levied or assessed against the Premises, the
22 buildings, improvements, fixtures, equipment and personal property on the Premises.
23 Tenant shall furnish to Landlord satisfactory evidence of exemption from or payment of
24 said taxes, assessments, charges and fees immediately on demand from Landlord.

25 6. Relocation. Tenant agrees that nothing in this Lease shall create any right
26 in Tenant to any relocation assistance or payment pursuant to the provisions of Title 1,
27 Division 7, Chapter 16 of the Government Code, or any successor statute, from Landlord
28 on the termination or expiration of this Lease.

1 7. Insurance. Concurrent with the execution of this Lease and throughout
2 the original and any extended term, Tenant shall procure and maintain, at its cost, from
3 insurance companies that are admitted to write insurance in California or from authorized
4 non-admitted insurance companies that have ratings of or equivalent to A:VIII by A.M. Best
5 Company:

6 (a) Commercial general liability insurance (equivalent in scope to ISO
7 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One
8 Million Dollars (\$1,000,000) per occurrence and Two Million Dollars
9 (\$2,000,000) general aggregate. Such coverage shall include but not be
10 limited to broad form contractual liability, cross liability, and fire legal liability.
11 The City, its officials, employees and agents shall be named as additional
12 insureds by endorsement (on City's endorsement form or on an endorsement
13 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
14 this insurance shall contain no special limitations on the scope of protection
15 given to the City, its officials, employees and agents.

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

19 (c) "All Risk" property insurance in an amount sufficient to cover the full
20 replacement value of the structural improvements on the Premises. Landlord shall
21 be named as an insured under a standard loss payable endorsement.

22 Any self-insurance program, self-insured retention, or deductible must be
23 separately approved in writing by City's Risk Manager or designee and shall protect City,
24 its officials, employees and agents in the same manner and to the same extent as they
25 would have been protected had the policy or policies not contained retention or deductible
26 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
27 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,
28 and shall be primary and not contributing to any other insurance or self-insurance

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1 maintained by City. Tenant shall notify the City in writing within five (5) days after any
2 insurance required herein has been voided by the insurer or cancelled by the insured.

3 Tenant shall require that all contractors and subcontractors which Tenant
4 uses in the performance of services hereunder maintain insurance in compliance with this
5 Section unless otherwise agreed in writing by City's Risk Manager or designee.

6 Prior to the start of performance, Tenant shall deliver to City certificates of
7 insurance and required endorsements for approval as to sufficiency and form. The
8 certificate and endorsements for each insurance policy shall contain the original signature
9 of a person authorized by that insurer to bind coverage on its behalf. In addition, Tenant,
10 shall, within thirty (30) days prior to expiration of the insurance required herein, furnish to
11 City certificates of insurance and endorsements evidencing renewal of such insurance.
12 City reserves the right to require complete certified copies of all policies of Tenant and
13 Tenant's contractors and subcontractors, at any time. Tenant shall make available to City's
14 Risk Manager or designee all books, records and other information relating to the
15 insurance coverage required herein, during normal business hours.

16 Any modification or waiver of the insurance requirements herein shall only
17 be made with the approval of City's Risk Manager or designee. Not more frequently than
18 once a year, the City's Risk Manager or designee may require that Tenant, Tenant's
19 contractors and subcontractors change the amount, scope or types of coverages required
20 herein if, in his or her sole opinion, the amount, scope, or types of coverages herein are
21 not adequate.

22 The procuring or existence of insurance shall not be construed or deemed
23 as a limitation on liability relating to Tenant's performance or as full performance of or
24 compliance with the indemnification provisions of this Lease.

25 8. Abandoned Personal Property. If Tenant abandons the Premises or is
26 dispossessed by process of law or otherwise, title to any personal property belonging to
27 Tenant and left on the Premises forty-five (45) days after such abandonment or
28 dispossession shall be deemed to have been transferred to Landlord. Landlord shall have

1 the right to remove and to dispose of said personal property without liability therefor to
2 Tenant or to any person claiming under Tenant, and shall have no duty to account therefor.
3 Tenant hereby designates Landlord's City Manager as Tenant's attorney in fact to execute
4 and deliver such documents as may be reasonably required to dispose of such abandoned
5 property and transfer title thereto.

6 9. Surrender of Premises. On the expiration or sooner termination of this
7 Lease, Tenant shall deliver to Landlord possession of the Premises in substantially the
8 same condition that existed immediately prior to the date of execution hereof, reasonable
9 wear and tear excepted. Landlord shall take and have ownership of all improvements, at
10 no cost to it, at the termination or expiration of this Lease. Tenant shall remove its
11 equipment, supplies and similar items so as to leave the Premises in a condition which
12 does not expose asbestos or other hazardous material.

13 10. Assignment. A. Tenant shall not assign or transfer this Lease or any
14 interest herein or any right hereunder, or sublease the Premises or any part thereof, or
15 delegate any duties hereunder (collectively "transfer") without the prior written approval of
16 Landlord which shall not be unreasonably withheld. Tenant shall not grant any franchise,
17 easement, right of way (collectively "grant") in, on, over, under or across the Premises.
18 Any attempted transfer or grant which has not been approved by Landlord shall be void
19 and any assignee, transferee, delegate, or grantee shall acquire no right or interest by
20 reason of such attempted transfer or grant.

21 To obtain Landlord's approval to a proposed transfer, Tenant shall meet the
22 following requirements:

23 (1) Tenant shall notify Landlord at least 60 days prior to the date when Tenant
24 desires the transfer to take effect ("Transfer Date") which notice shall contain the name,
25 address and telephone number of the proposed transferee; the nature of the proposed
26 transferee's business and details of its business experience; the terms of the proposed
27 transfer, including a copy of any agreement between Tenant and the proposed transferee;
28 a statement whether the proposed transferee is an individual, partnership, corporation, or

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1 limited liability company and, if a partnership, the names and addresses of the general
2 partners and, if a corporation or limited liability company, the names and addresses of the
3 officers and directors and the State of incorporation or registration; and the Transfer Date;

4 (ii) Tenant shall demonstrate that the proposed transferee is financially
5 responsible and experienced in operating a facility similar to that permitted hereunder;

6 (iii) Tenant and Landlord agree (by way of example and without limitation)
7 that it shall be reasonable for Landlord to withhold its approval if any of the following exist
8 or may exist: the proposed transferee's use of the Premises conflicts with or is inconsistent
9 with the use of the Premises stated above, creates a hazard to the Premises or
10 improvements thereon, or if Tenant is in default under the Lease;

11 (iv) Landlord shall notify Tenant at least 15 days prior to the Transfer Date
12 whether Landlord approves or disapproves the proposed transfer;

13 (v) Any approved transferee shall assume and be deemed to have assumed
14 this Lease and shall be jointly and severally liable with Tenant for the payment of rent and
15 for the performance of the terms, covenants, and conditions of this Lease. No approved
16 transfer shall be binding on Landlord until such transferee shall deliver to Landlord a
17 counterpart of the transfer documents which contain a covenant of assumption by transferee
18 but the failure or refusal to execute or deliver such document shall not release transferee
19 from its liability as stated herein;

20 (vi) The approval by Landlord to any transfer shall not relieve Tenant of the
21 obligation to obtain such approval to any further transfer. In the event of transfer by
22 whatever means without the prior written approval of Landlord, such transfer shall be
23 voidable at Landlord's election and, if avoided by Landlord, shall convey no interest.

24 B. Nothing in this Section shall prohibit Tenant from granting temporary use
25 of the Premises or a part thereof, from time to time, for special events. "Temporary" shall
26 mean no more than seventy-two (72) hours.

27 11. Default. The occurrence of any one or more of the following acts shall
28 constitute a default by Tenant:

1 (a) Failure to pay rent when due if the failure continues after ten (10) days'
2 notice;

3 (b) Abandonment of the Premises, in whole or in part, provided that failure
4 to occupy or operate all of any part of the Premises for ten (10) consecutive days shall be
5 deemed an abandonment as to all or as to that part so abandoned, except for temporary
6 closures for specified dates with the prior approval of Landlord or closure due to conditions
7 beyond Tenant's reasonably control. Temporary closures shall not relieve Tenant of
8 Tenant's duty to maintain the Premises at all times in accordance with the terms of this
9 Lease;

10 (c) Failure to perform any of the terms, covenants, or conditions of this Lease
11 if said failure is not cured within thirty (30) days after Landlord gives notice to Tenant of
12 said failure. If the default cannot reasonably be cured in thirty (30) days, then Tenant shall
13 not be in default if Tenant begins to cure within said period and diligently proceeds to cure
14 to completion. Notice shall not be deemed a forfeiture or termination of the lease unless
15 Landlord so elects in the notice;

16 (d) Any attempted assignment, transfer, or sublease except as approved by
17 Landlord pursuant to this Lease;

18 (e) Failure to maintain or pay for all necessary licenses or permits required
19 by the City of Long Beach in its municipal or regulatory capacity or required by any agency
20 having jurisdiction over the Premises and Tenant's operations thereon;

21 (f) Failure to pay when due all fees and charges for any municipal service
22 or commodity provided by the City of Long Beach in its municipal capacity, including but
23 not limited to water, sewer, gas, electricity, refuse collection, or recycling;

24 (g) Failure to report or pay when due to the City of Long Beach in its
25 municipal or regulatory capacity all applicable sales taxes, transient occupancy taxes, utility
26 users taxes, or other excise taxes, if applicable;

27 (l) To the extent permitted by the United States Bankruptcy Code, insolvency
28 of Tenant, which shall be deemed to include an assignment by Tenant for the benefit of

1 creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that
2 Tenant is bankrupt; the appointment of a receiver of the properties of Tenant if the receiver
3 is not discharged within fifteen (15) days; the filing of an involuntary petition of bankruptcy
4 and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing;
5 attachment of or the levying of execution on the leasehold interest and failure of Tenant
6 to secure discharge of the attachment or release of the levy of execution within fifteen (15)
7 days. In the event of any of the foregoing, no notice that an event of default has occurred
8 shall be required from Landlord;

9 (j) Failure by Tenant to provide evidence of current insurance.

10 12. Remedies. Upon the occurrence of any default, in addition to any other
11 rights or remedies of Landlord hereunder, by law or in equity, Landlord shall have the
12 following rights and remedies:

13 (a) Landlord may terminate this Lease by giving to Tenant notice of
14 termination, and Tenant shall immediately surrender possession of the Premises as
15 described elsewhere herein, leaving them in good repair and condition subject to
16 reasonable wear and tear. Termination hereunder shall not relieve Tenant from the
17 payment of any sum due to Landlord or from any claim that Landlord may have for
18 damages or indemnity. Landlord shall be entitled to recover from Tenant all damages
19 incurred by Landlord including but not limited to the cost of recovering possession,
20 expenses related to repairs, and reasonable attorney's fees;

21 (b) Landlord may continue the Lease in full force and effect and
22 enforce all of its rights and remedies hereunder;

23 (c) These remedies are not exclusive but cumulative to other remedies
24 provided by law in the event of Tenant's default and the exercise by Landlord of one or
25 more rights and remedies shall not preclude Landlord's exercise of additional or different
26 remedies for the same or any other default by Tenant;

27 13. Notices. All notices required hereunder shall be in writing and personally
28 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to Tenant

1 at the address first stated above and to Landlord at 333 West Ocean Boulevard, Long
2 Beach, CA 90802 Attn: City Manager. Change of address shall be given in the same
3 manner as stated for other notices. Notice shall be deemed given on the date deposited
4 in the mail or on the date personal delivery is made, whichever first occurs.

5 14. Indemnification. Tenant shall, with respect to its activities and obligations
6 under this Lease, indemnify and hold harmless the City, its boards, commissions, and their
7 officials, employees and agents (collectively in this Section "City") from and against any
8 and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties,
9 costs, and expenses (including attorney's fees, court costs, and expert and witness
10 fees)(collectively "Claims" or individually "Claim"). Claims include by way of example but
11 are not limited to: Claims for property damage, personal injury or death arising in whole or
12 in part from any negligent act or omission of Tenant, its officers, employees, agents, or
13 anyone under Tenant's control (collectively "Indemnitor"); Tenant's breach of this Lease;
14 misrepresentation; willful misconduct. Independent of the duty to indemnify and as a free-
15 standing duty on the part of Tenant, Tenant shall defend the City and shall continue such
16 defense until the Claim (including allegations in a Claim) is resolved, whether by
17 settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or
18 the like on the part of Indemnitor shall be required for the duty to defend to arise. Tenant
19 shall notify the City of any Claim within ten (10) days. Likewise, the City shall notify Tenant
20 of any Claim and shall assist Tenant, as may be reasonably requested, in the defense.

21 15. Landlord's Right to Re-enter. Tenant shall peaceably deliver possession
22 of the Premises to Landlord on the date of termination or expiration of this Lease. On
23 giving notice of termination to Tenant, Landlord shall have the right to re-enter and take
24 possession of the Premises on the date such termination becomes effective without further
25 notice of any kind and without instituting summary or regular legal proceedings.
26 Termination of the Lease and re-entry of the Premises by Landlord shall in no way alter or
27 diminish any obligation of Tenant under the Lease. Tenant waives any and all right of
28 redemption under any existing or future law or statute in the event of eviction from or

1 dispossession of the Premises for any reason or in the event Landlord re-enters and takes
2 possession of the Premises in a lawful manner. Tenant agrees that if the manner or
3 method used by Landlord in re-entering or taking possession of the Premises give to
4 Tenant a cause of action for damages or in forcible entry and detainer, then the total
5 amount of damages to which Tenant shall be entitled in any such action shall be One
6 Dollar. This Section may be filed in any such action and, when filed, it shall be a stipulation
7 of Tenant fixing the total damages to which Tenant is entitled in such action.

8 16. Holding Over. If Tenant holds over and remains in possession of the
9 Premises after the expiration of the Lease, such holding over shall be construed as a
10 tenancy from month to month at a monthly rent of One Dollar (\$1.00), but otherwise on the
11 same terms, covenants and conditions stated in this Lease.

12 17. Nondiscrimination. Subject to applicable laws, rules and regulations,
13 Tenant shall not discriminate against any person or group on account of face, color, creed,
14 religion, sex, sexual orientation, AIDS, AIDS relation condition, HIV status, age, disability
15 or handicap, Vietnam Era veteran status, marital status, ancestry, or national origin in the
16 use, operation or maintenance of the Premises or in the employment of any individual.

17 18. Utilities. Tenant shall pay for the installation and use of all utilities, of
18 whatsoever kind, to or for the benefit of the Premises, including but not limited to electricity,
19 water, sewer, gas, refuse, recycling, and telephone except as authorized by the City
20 Manager or designee.

21 19. Waiver by Tenant. Landlord shall not be liable for and Tenant hereby
22 waives, to the extent permitted by law, all claims against Landlord, its officials, employees
23 and agents for loss, theft, and damage to equipment, furnishings, furniture, trade and other
24 fixtures, records, and all personal property of Tenant, its invitees, and subtenants, for loss
25 or damage to Tenant's business, or injury to or death of persons on or about the Premises
26 from any cause except to the extent caused by Landlord's gross negligence or willful
27 misconduct.

28 Tenant acknowledges that it is familiar with California Civil Code Section

1 1542 which states: "A general release does not extend to claims which the creditor does
2 not know or suspect to exist in his favor at the time of executing the release, which if known
3 by him must have materially affected his settlement with the debtor." And, Tenant hereby
4 releases Landlord from any unknown claims and waives its rights under said Section 1542.

5 20. Brokers. By signing this Lease, each party represents that it has had no
6 contacts or dealings regarding this Lease through a broker or agent or any other person
7 who can claim a right to a commission or fee.

8 21. Force Majeure. Except as to the payment of rent, in any case where
9 either party is required to do any act, the inability of that party to perform or delay in
10 performance of that act caused by or resulting from fire, flood, earthquake, explosion, acts
11 of God, war, strikes, lockouts, or any other cause beyond the reasonable control of that
12 party and not due to that party's fault or neglect shall be excused and shall not be a default
13 hereunder. Financial inability to perform shall not be considered cause beyond the
14 reasonable control of the party.

15 22. Signs. Tenant shall not place, affix, maintain or permit any sign,
16 advertisement, name, insignia, logo, descriptive material, or similar item (collectively,
17 "sign") on the Premises without the prior written approval of Landlord's City Manager or
18 designee. Any approved sign shall be maintained by Tenant, at its sole cost, in good
19 condition. Any sign not approved by Landlord may be removed by Landlord at Tenant's
20 cost. The cost of removal shall be additional rent.

21 23. Americans with Disabilities Act. Tenant shall have and be allocated the
22 sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA"), as
23 and when amended, with respect to the Premises and Tenant's use of and operation on
24 the Premises. Tenant shall defend, indemnify and hold Landlord harmless from and
25 against all claims of any failure to comply or violation of ADA.

26 24. Condemnation. A. If the whole of the Premises or improvements on the
27 Premises is taken by right of eminent domain or otherwise for any public or quasi-public
28 use, then when possession is taken thereunder by the condemnor or when Tenant is

1 deprived of practical use of the Premises or improvements, whichever date is earlier, this
2 Lease shall terminate. If there is a partial taking so that the remaining portion of the
3 Premises or improvements cannot be restored to an economically feasible operation or a
4 comparable kind to that which existed prior to the taking, then this Lease shall, at Tenant's
5 option, terminate as of the date when possession was taken by condemnor or when
6 Tenant was deprived of practical use of the Premises, whichever date is earlier.

7 B. If there is a taking by right of eminent domain, the rights and obligations
8 of the parties with reference to the award and the distribution thereof shall be determined
9 in accordance with this Section. The award shall belong to and be paid by Landlord,
10 except that Tenant shall receive from award a sum attributable to the value of Tenant's
11 leasehold estate including improvements made by Tenant. Said sum relating to the value
12 of Tenant's improvements shall not exceed the actual cost of improvements constructed
13 by Tenant.

14 25. No Waiver of Landlord's Rights. The failure or delay of the Landlord to
15 re-enter the Premises, to insist on strict enforcement of any term, covenant or condition
16 herein, to exercise any right, power, privilege, or option arising from any default shall not
17 impair any such right, power, privilege or option or be construed or operate as or be
18 deemed a waiver of any term, covenant or condition of this Lease, of any default, or of any
19 right or remedy (including indemnity) that the Landlord may have and shall not be deemed
20 a waiver of any subsequent or other default of any term, covenant or condition hereof.
21 Landlord's approval to any act by Tenant requiring Landlord's approval shall not be
22 deemed to waive Landlord's approval of any subsequent act of Tenant where approval is
23 required. The receipt and acceptance by Landlord of rent, delinquent or timely, shall not
24 constitute a waiver of any default.

25 Any waiver of any default by Landlord shall be in writing.

26 Failure on the part of Landlord to require exact and complete compliance
27 hereof shall not be construed or deemed in any manner as changing this Lease, nor shall
28 the conduct of the parties be deemed to change this Lease. No right, power, privilege,

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1 option, or remedy of Landlord shall be construed as being exhausted by the exercise
2 thereof in one or more instances.

3 26. Right of Entry. Landlord shall have the right to enter the Premises at all
4 reasonable times to inspect the Premises or any portion thereof, to determine whether or
5 not Tenant is complying with the terms, covenants and conditions of this Lease, to serve,
6 post, or keep posted any notices or other signs, or for any other purpose deemed
7 reasonable by Landlord. Landlord shall also have the right to enter at any time in the case
8 of emergencies. Landlord shall be permitted to enter as described herein without any
9 liability to Tenant for any temporary loss of quiet enjoyment, inconvenience, loss of
10 business, or other damage arising from Landlord's entry. Tenant shall not be entitled to
11 an abatement or reduction in rent if Landlord exercises its right of entry hereunder.

12 27. Maintenance. Tenant shall, at Tenant's sole cost and to Landlord's
13 satisfaction, maintain the Premises and all improvements thereon in good repair, free from
14 rodents, noxious plants and weeds, in substantial repair, in a neat, safe and sanitary
15 condition, and in compliance with all applicable laws, rules and regulations. "Maintenance"
16 shall include repair and replacement, as necessary. Tenant shall provide and use
17 approved containers for trash and garbage and keep the Premises free of trash, garbage
18 and litter. If Tenant fails to maintain the Premises as required, Landlord may notify Tenant
19 of said failure. If Tenant fails to correct the situation within 30 days after notice or such
20 longer period as may be established by Landlord, Landlord may make the necessary
21 correction and the cost thereof, including but not limited to the cost of labor, materials,
22 equipment, and administration, shall be additional rent which Tenant shall pay within ten
23 (10) days after receipt of a statement of said cost from Landlord. Tenant hereby waives
24 to the extent permitted by law any right to make repairs at the expense of Landlord.

25 28. Construction of Improvements. A. Prior to execution of this Lease and
26 in accordance with the provisions of the previous leases between the parties, Tenant
27 constructed improvements on the Premises. Tenant shall not erect, construct or maintain
28 any other improvements on the Premises without the prior written approval of the City

1 Manager or his designee, the Director of the Department of Parks, Recreation and Marine.
2 Landlord shall not be obligated to make any improvements to the Premises.

3 B. Tenant shall insert the following statement in all contracts entered by
4 Tenant relating to maintenance or construction on the Premises:

5 "This contract shall in no way bind the City of Long Beach, its officials
6 or employees, nor obligate them for any costs or expenses whatsoever
7 under this contract."

8 C. Tenant shall give notice to Landlord twenty (20) days prior to
9 commencement of work on the Premises to enable Landlord to post and record Notice(s)
10 of Nonresponsibility.

11 D. Tenant shall keep the Premises free of any mechanic's or materialman's
12 liens for any work done, labor performed or material furnished by or for Tenant. The
13 indemnity provisions of this Lease shall apply to any work or maintenance on the Premises.

14 If a mechanic's or materialman's lien is imposed on the Premises as a result
15 of maintenance or work on the Premises, then Tenant shall: (i) record a valid release of
16 lien; (ii) deposit with Landlord cash in an amount equal to 125% of the amount of the lien
17 and authorize payment to the extent of said deposit to any subsequent judgment holder
18 that may arise as a matter of public record from litigation with regard to the lienholder's
19 claim; or (iii) procure and record a lien release bond in accordance with California Civil
20 Code Section 3143 issued by a surety authorized to do business in California.

21 E. Tenant shall not begin work until Tenant obtains and delivers to Landlord
22 copies of all necessary permits. All work shall be performed in a good and workmanlike
23 manner, conformance with all codes.

24 F. On completion of work on the Premises, Tenant shall file a Notice of
25 Completion in the Official Records of the Los Angeles County Recorder.

26 G. On expiration or sooner termination of this Lease, all improvements to the
27 Premises shall become the property of the Landlord at no cost to Landlord if Landlord does
28 not require Tenant to remove said improvements. If Landlord requires Tenant to remove

1 said improvements, then Tenant shall do so at no cost to Landlord within sixty (60) days
2 following the date of expiration or sooner termination of this Lease.

3 29. Restoration. Tenant shall promptly give notice to Landlord of damage
4 or destruction to the Premises and the date of same. Tenant shall promptly make proof
5 of loss and proceed to collect all valid claims that Tenant may have against insurers or
6 others based on such damage or destruction. All amounts recovered as a result of said
7 claims shall be used first for the restoration of the Premises, which Tenant shall promptly
8 begin and diligently pursue to completion so that the Premises are restored to substantially
9 the same condition as they were in immediately before such damage or destruction. If
10 existing laws do not permit restoration, then Tenant may terminate this Lease by notice to
11 Landlord. Restoration shall proceed in accordance with Section 28 of this Lease.

12 30. Hazardous Materials. No goods, merchandise, supplies, personal
13 property, materials, or items of any kind shall be kept, stored, or sold in or on the Premises
14 which are in any way explosive or hazardous. Tenant shall comply with California Health
15 and Safety Code Section 25359.7 or its successor statute regarding notice to Landlord on
16 discovery by Tenant of the presence or suspected presence of any hazardous substance
17 on the Premises. "Hazardous" means any hazardous or toxic substance, material or waste
18 which is or becomes regulated by the City, County of Los Angeles, the State of California,
19 or the United States government.

20 31. Drainage. Tenant shall, at its sole cost and expense, keep and maintain
21 free and unobstructed all natural and artificial drainage channels now or hereafter
22 construction on the Premises.

23 32. Landscaping. Tenant hereby gives to Landlord the right of entry to the
24 Premises for the purpose of planting and maintaining landscaping plants and materials
25 along the perimeter of the Premises on Carson Street, at Landlord's sole cost. Landlord
26 shall have the sole right to determine the installation, type, location along Carson Street,
27 and care of such landscaping.

28 33. Miscellaneous. A. Each party shall bear its own costs and expenses in

1 connection with this Lease and enforcement thereof, including but not limited to attorney's
2 fees and court costs.

3 B. This Lease shall be binding on and inure to the benefit of the parties and
4 their successors, heirs, personal representatives, and subtenants, and all of the parties
5 shall be jointly and severally liable hereunder.

6 C. This Lease constitutes the entire understanding between the parties and
7 supersedes all prior negotiations, agreements and understandings, oral or written, with
8 respect to the subject matter hereof.

9 D. This Lease may not be amended except in a writing duly executed by both
10 parties and authorized by Landlord's City Council (including an extension of term).

11 E. This Lease shall be governed by and construed under the laws of the
12 state of California, and no choice of laws or principles thereof shall apply.

13 F. The captions and numbers herein and the grouping of the provisions of
14 this Lease into separate sections and paragraphs are for the purpose of convenience only
15 and shall not be considered a part hereof, and shall have no effect on the interpretation of
16 this Lease.

17 G. If any term, covenant, or condition of this Lease is found to be invalid,
18 ineffective, void, or unenforceable for any reason by a court of competent jurisdiction, the
19 remaining terms, covenants and conditions shall remain in full force and effect.

20 H. Time is of the essence in this Lease. No notice to Tenant shall be
21 required to restore "time is of the essence" after waiver by Landlord of any default.

22 I. This Lease shall not be recorded.

23 J. The relationship of the parties hereto is that of landlord and tenant, and
24 the parties agree that nothing contained in this Lease shall be deemed or construed as
25 creating a partnership, joint venture, principal-agent relationship, association, or employer-
26 employee relationship between them or between Landlord or any third person or entity.

27 K. This Lease is created as a joint effort between the parties and fully
28 negotiated as to its terms covenants and conditions. This Lease shall not be construed

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 against either party as the drafter.

2 L. Each provision of this Lease shall be deemed both a covenant and a
3 condition.

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

6 N. If any term, covenant, or condition of this Lease is held by a court of
7 competent jurisdiction to be invalid, void or unenforceable, the remainder of the Lease shall
8 remain in full force and effect and shall in no way be affected, impaired or invalidated.

9 IN WITNESS WHEREOF, the parties have caused this document to be duly
10 executed with all formalities required by law as of the date first stated above.

CAMP FIRE USA, LONG BEACH AREA
COUNCIL, a California public benefit corporation

11
12
13 July 2, 2007

By Suzanne Schain
President

14
15 July 3, 2007

By Robert Allen
Secretary

16
17 "Tenant"

18 CITY OF LONG BEACH, a municipal corporation

19 9/7, 2007

By W. J. [Signature]
City Manager

21 "Landlord"

22 This Lease is approved as to form on August 27, 2007.

23 ROBERT E. SHANNON, City Attorney

24
25 By Doug J. Anderson
Deputy

26 GJA:rmb(CampFireLEA)07-01407

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