

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

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LEASE
35289

THIS LEASE is entered into as of July 12, 2019, pursuant to a minute order of the City Council of the City of Long Beach, at its meeting on August 16, 2016, by and between the CITY OF LONG BEACH, a California municipal corporation ("Landlord"), and LONG BEACH ARTS DISTRICT, LLC, a California limited liability company ("Tenant").

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 leases from Landlord that certain real property located at 5834 Atlantic Avenue, 5870 Atlantic Avenue, 5885 Lime Avenue and 5895 Lime Avenue, Long Beach, CA, and more particularly described and depicted in Exhibit "A" attached hereto (collectively, the "Premises"). The Premises shall include any existing improvements on the Premises and any future improvements constructed thereon by Tenant (collectively, the "Improvements").

2. Term. The term of this Lease shall commence on July 12, 2019 (the "Commencement Date") and shall terminate on July 19, 2049 (the "Term"). Tenant shall have two options to extend the Term of this Lease for a period of ten (10) years each (the "Options"). Tenant shall provide Landlord with written notice of its intent to exercise an Option at least ninety (90) days in advance of the expiration of the then-current Term. Landlord may terminate this Lease at any time, and without compensation to Tenant, upon ninety (90) days written notice to Tenant.

3. [Reserved].

4. Use.

A. Tenant shall use the Premises for a micro-park offering retail services (such as food, coffee, beer garden etc.), community events and parking.

B. Tenant shall at all times operate the Premises in accordance with

1 applicable local, state and Federal laws. Landlord enters into this Lease in its
2 capacity as fee owner of the Premises only. This Lease shall not waive any legal right
3 Landlord may have to regulate the Premises and the operation thereof in its capacity
4 as a local municipality, nor shall this Lease release Tenant from having to comply with
5 all local ordinances, rules and regulations applicable to property users within the
6 jurisdiction of the City of Long Beach, including without limitation restrictions imposed
7 by applicable zoning ordinances.

8 5. Reserved.

9 6. Rent. In lieu of rent, Tenant shall pay for all improvements to the
10 Premises and the ongoing maintenance and replacement thereof, and operate the
11 Premises in a manner to provide public benefits as required by Section 4.

12 7. Condition of Premises. Landlord delivers the Premises and the
13 Improvements to Tenant in "AS IS" condition and does not make any warranty or
14 representation whatsoever as to the condition of the Premises, or any improvements,
15 structures, substructures, or infrastructures located thereon, or as to the suitability of the
16 Premises for Tenant's proposed uses.

17 8. Development of Premises. Tenant shall be solely responsible for the
18 development of the Premises, and all costs associated therewith, including without
19 limitation any necessary permitting, entitlement and development impact fees. Tenant
20 shall be solely responsible for bringing the Premises and any Improvements (whether
21 existing or hereafter constructed by Tenant) into compliance with all applicable federal,
22 state and local building codes, regulations and standards. Tenant shall construct any
23 future improvements on the Premises in accordance with plans and specifications
24 approved by Landlord (which approval shall not be unreasonably withheld).

25 9. Possessory Interest Taxes. Tenant acknowledges that this Lease
26 may create a possessory interest subject to taxation, and in such event Tenant shall be
27 liable for payment of taxes levied on such interest.

28 10. Relocation. Tenant agrees that nothing in this Lease shall create

1 any right in Tenant to any relocation assistance or payment pursuant to the provisions of
2 Title 1, Division 7, Chapter 16 of the Government Code, or any successor statute, from
3 Landlord on the termination or expiration of this Lease.

4 11. Insurance.

5 A. Concurrent with the Commencement Date of this Lease and
6 throughout the term, Tenant shall procure and maintain, at its cost, from insurance
7 companies admitted to write insurance in the State of California or from non-admitted
8 insurers that are on California's List of Eligible Surplus Lines Insurers ("LESLI") and
9 that have a minimum rating of or equivalent to A:VII by A.M. Best Company:

10 i. Commercial general liability insurance (equivalent in
11 coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11
12 85 or 11 88), in an amount not less than One Million Dollars (\$1,000,000)
13 per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
14 Such insurance shall include (as may be applicable to Tenant's operations)
15 products and completed operations, and fire legal liability, and shall not limit
16 or exclude coverage for contractual liability, independent contractors
17 liability, or cross liability protection. This insurance shall be endorsed to
18 include Landlord, its officials, employees and agents as additional insureds
19 (by an endorsement equivalent in coverage scope to ISO form CG 20 26 11
20 85) and to waive the insurers' rights of subrogation against Landlord, its
21 officials, employees and agents.

22 ii. Workers' compensation insurance as required by the
23 State of California and employer's liability insurance with minimum limits of
24 One Million Dollars (\$1,000,000) per accident. The policy shall be
25 endorsed by the insurer to waive the insurer's rights of subrogation against
26 Landlord, its officials, employees and agents.

27 iii. "All Risk" property insurance, including debris removal
28 but excluding earthquake and flood, in an amount to cover the full

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replacement value of the Premises. Under this coverage, Landlord shall be an additional insured and loss payee as its interests may appear.

iv. "All Risk" property insurance, including debris removal and builders risk coverage during the course of any construction on the Premises but excluding earthquake and flood, in an amount sufficient to cover the full replacement value of buildings and structural improvements constructed or erected on or about the Premises by Tenant. Landlord shall be named as an additional insured under a standard loss payable endorsement.

v. "All Risk" property insurance, excluding earthquake and flood, in an amount sufficient to cover the full replacement value of Tenant's personal property and equipment on the Premises, whether owned, leased, or in the care, custody or control of Tenant, and of Landlord's personal property and equipment on the Premises including but not limited to furnishings and equipment. Landlord shall be named as an additional insured under a standard loss payable endorsement, as its interests may appear.

vi. Any other insurance that may be required by the state and any federal regulatory agency having jurisdiction over Tenant's business.

B. If Tenant fails to procure or maintain any insurance required herein, then Landlord may, at Landlord's sole discretion, procure and maintain such insurance on behalf of Tenant at Tenant's sole expense, and Tenant shall pay the cost of such insurance to Landlord as additional rent.

C. If Landlord exercises its discretion with respect to the procurement or maintenance of insurance for and on behalf of Tenant hereunder, then Tenant shall pay the cost of insurance, within thirty (30) days after receipt of an invoice therefor. If Tenant fails to pay the invoice, when due, interest shall accrue and

1 be due on the unpaid amount at the rate of two percent (2%) per month, or the
2 maximum allowed by law, whichever is greater, commencing on the thirty-first (31st)
3 day after the date of the invoice and compounded monthly.

4 D. Tenant shall provide to Landlord all policy information reasonably
5 requested by Landlord and shall make available as soon as practicable to Landlord
6 during Tenant's normal business hours copies of policies to Landlord upon request.

7 E. On execution of this Lease or as otherwise stated herein, Tenant
8 shall deliver to Landlord certificates of insurance and endorsements required herein,
9 for approval as to sufficiency and form. The certificates and endorsements for each
10 insurance policy shall contain the original or electronic signatures of persons
11 authorized by that insurer to bind coverage on its behalf. Tenant shall provide
12 Landlord with certificates of insurance and endorsements for renewal policies within
13 thirty (30) days after the existing policy expires. Landlord reserves the right to require
14 complete certified copies of all policies at any time.

15 F. All insurance required herein shall be separately endorsed to
16 require at least thirty (30) days prior written notice of cancellation (or ten (10) days
17 prior written notice if cancellation is due to nonpayment of premiums), nonrenewal, or
18 reduction in coverage or limits (other than reduction of limits due to claims paid) and
19 to provide that coverage shall be primary and not contributing to any other insurance
20 or self-insurance maintained by Landlord, its officials, employees, and agents.

21 G. Any self-insurance program, self-insured retention or deductible
22 must be approved separately in writing by Landlord's Risk Manager, or designee, and
23 shall protect Landlord, its officials, employees and agents in the same manner and to
24 the same extent as they would have been protected had the policy or policies not
25 contained such retention or deductible provisions.

26 H. With respect to damage to property, Landlord and Tenant hereby
27 waive all rights of subrogation, one against the other, but only to the extent that
28 collectible commercial insurance is available for such damage.

1 I. Not more frequently than every three (3) years or upon any new
2 construction on the Premises or upon any assignment or transfer approved by
3 Landlord in accordance with the provisions of this Lease, if in the opinion of
4 Landlord's Risk Manager or designee, the amount, scope, or types of coverages
5 specified herein are not adequate, Tenant shall amend its insurance as required by
6 Landlord's Risk Manager or designee unless Tenant establishes that any such
7 amendments are not reasonably based on the insurance, or actuarially-certified self-
8 insurance, maintained by similar entities in the same geographic region. Such
9 amendments may include but are not limited to coverage for earthquake and flood, if
10 available from responsible insurance companies at reasonable cost. The phrase,
11 "responsible insurance companies at reasonable cost" shall be determined by
12 Landlord's Risk Manager or designee, in his/her sole discretion.

13 J. Such insurance as required herein shall not be deemed to limit
14 Tenant's liability in any way under this Lease. The procuring or maintaining of
15 insurance shall not be construed as performance of the indemnity provisions of this
16 Lease. Landlord makes no representations that the limits or forms of coverage of
17 insurance specified herein are adequate to cover Tenant's liability or obligations
18 hereunder or otherwise.

19 K. Any modification or waiver of any insurance requirement shall be
20 made only with the written approval of Landlord's Risk Manager or designee.

21 12. Surrender of Premises. Upon the expiration or earlier termination of
22 this Lease, Tenant shall deliver to Landlord possession of the Premises in the same or
23 better condition as of the Commencement Date and all Improvements shall immediately
24 become the property of Landlord without any payment therefore from Landlord to Tenant.

25 13. Assignment and Sublease. Tenant shall not assign, sublease or
26 transfer this Lease or any interest herein or any right hereunder, nor delegate any duties
27 hereunder provided, without the express written consent of Landlord, which may be
28 withheld in its sole and absolute discretion. Any attempted assignment, transfer,

1 delegation and any grant or sublease in violation of this Section shall be void and any
2 assignee, transferee, delegate, grantee, or sublessee shall acquire no right or interest by
3 reason of such attempted assignment, transfer, delegation, grant, or sublease.
4 Notwithstanding the foregoing, Tenant may sublease portions of the Premises without
5 Landlord approval provided Tenant and sublessee execute a standard form of sublease
6 reviewed and pre-approved by Landlord.

7 14. Default. The occurrence of any one or more of the following acts
8 shall constitute a material default by Tenant:

9 A. Abandonment of the Premises for a period of one hundred eighty
10 (180) days or more, except for temporary closures for specified dates where prior
11 written notice has been provided to Landlord. Temporary closures shall not relieve
12 Tenant of Tenant's duty to maintain the Premises at all times in accordance with the
13 terms of this Lease;

14 B. Any attempted assignment, transfer, or sublease of this Lease in
15 violation of the terms of Section 13;

16 C. Failure to maintain the insurance required herein, subject to the
17 thirty-day cure period described in Subsection "H" of this Section;

18 D. Failure to pay when due all fees and charges for any municipal
19 service or commodity provided by the City of Long Beach in its municipal capacity,
20 including but not limited to water, sewer, gas, electricity, refuse collection, or
21 recycling, subject to a sixty (60) day cure period;

22 E. To the extent permitted by the United States Bankruptcy Code,
23 insolvency of Tenant, which shall be deemed to include an assignment by Tenant for
24 the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an
25 adjudication that Tenant is bankrupt; the appointment of a receiver of the properties of
26 Tenant if the receiver is not discharged within thirty (30) days; the filing of an
27 involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the
28 petition within sixty (60) days after filing; attachment of or the levying of execution on

1 the leasehold interest and failure of Tenant to secure discharge of the attachment or
2 release of the levy of execution within thirty (30) days. In the event of any of the
3 foregoing, no notice that an event of default has occurred shall be required from
4 Landlord;

5 F. Failure to comply with a legal determination and/or order which
6 creates a nuisance or waste on the Premises;

7 G. Failure to begin significant operations on the Premises on or
8 before the second anniversary of the Commencement Date unless an extension for
9 additional time to begin significant operations has been approved by Landlord, whose
10 approval shall not be unreasonably withheld;

11 H. Any failure to perform any other material term, covenant, or
12 condition of this Lease not specifically identified in this Section, if said failure is not
13 cured within thirty (30) days after Landlord gives written notice to Tenant of said
14 failure. If the material default cannot be reasonably cured in thirty (30) days, then
15 Tenant shall not be in default if Tenant begins to cure within said period and diligently
16 proceeds to cure to completion, but in no event shall such cure period exceed ninety
17 (90) days.

18 15. Remedies. Upon the occurrence of any material default and the
19 expiration of any applicable cure periods, in addition to any other rights or remedies of
20 Landlord hereunder, by law or in equity, Landlord shall have the following rights and
21 remedies:

22 A. Landlord may terminate this Lease by giving to Tenant written
23 notice of termination. If Tenant fails to promptly surrender possession of the
24 Premises as described elsewhere herein, then Landlord may commence eviction
25 proceedings in accordance with applicable law. Termination hereunder shall not
26 relieve Tenant from the payment of any sum due to Landlord for damages or
27 indemnity. Landlord shall be entitled to recover from Tenant all damages determined
28 by the court in the eviction proceeding, except that each party shall bear its own court

1 costs and attorney's fees as set forth in Section 33.A.

2 B. Landlord may continue the Lease in full force and effect and
3 enforce all of its rights and remedies hereunder.

4 C. Landlord may require that Tenant provide evidence that Tenant
5 can meet its current financial obligations, liabilities and expenses.

6 D. Landlord, at its option, may re-let the whole or any part of the
7 Premises from time to time, either in the name of Landlord or otherwise, to such
8 tenants, for such terms ending before, on, or after the expiration of the term of this
9 Lease, at such rent and on such conditions as Landlord, in its sole discretion, may
10 determine to be appropriate.

11 E. Whether or not Landlord retakes possession or re-lets the
12 Premises, Landlord shall have the right to recover all damages caused by Tenant's
13 default. Damages shall include but not be limited to all costs incurred by Landlord as
14 a result of Tenant's default, and all costs incurred by Landlord in restoring the
15 Premises to the same or better condition as of the Commencement Date, excluding
16 attorney's fees and legal costs as set forth in Section 33.A.

17 F. Nothing in this Lease shall be deemed to require that Landlord
18 wait until the date on which the Lease term expires to bring or maintain any suit or
19 action relating to a material breach of this Lease after expiration of any applicable
20 cure periods.

21 G. These remedies are not exclusive but cumulative to other
22 remedies provided by law in the event of Tenant's material default and the exercise by
23 Landlord of one or more rights and remedies shall not preclude Landlord's exercise of
24 additional or different remedies for the same or any other material default by Tenant.

25 16. Notices. All notices required hereunder shall be in writing and
26 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,
27 as follows:
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To Tenant: Long Beach Arts District, LLC
c/o Shaheen Sadeghi
709 Randolph Avenue
Costa Mesa, CA 92626

To Landlord: City of Long Beach
333 W. Ocean Blvd., 13th Floor
Long Beach, CA 90802
Attention: City Manager

Change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.

17. Indemnity.

A. Tenant shall defend, indemnify, and hold harmless Landlord, its officials, employees and agents (collectively in this Section "Landlord") from and against any and all causes of actions, damage, proceedings, claims, demands, loss, liens, costs and expenses alleging injury to or death of persons, or damage to property, including property owned by Landlord, or any other claim of damage brought, made, filed against, imposed on or sustained by the indemnified parties, or any of them, and arising from or attributable to or caused, directly or indirectly (collectively or individually, a "claim"):

i. by the use of the Premises or any equipment or materials located thereon, or from operations conducted thereon by Tenant, its employees, invitees, agents, or by any person or persons acting on behalf of Tenant and with Tenant's knowledge and consent, express or implied;

ii. by reason of or arising out of the condition or state of repair or maintenance of the Premises;

iii. by the construction, improvement or repair of the improvements and facilities on the Premises by Tenant, its officers, employees, contractors, agents or invitees, or by any person or persons

1 acting on behalf of Tenant and with Tenant's knowledge and consent,
2 express or implied;

3 iv. by reason of injury to or death of employees of Tenant
4 or others as a result of Tenant's failure or refusal to comply with the
5 provisions of Section 6300 et seq. of the California Labor Code or any
6 federal, state or local regulations or laws pertaining to the safety of the
7 Premises or of equipment located upon the Premises; or

8 v. by acts or omissions of Tenant, but excluding any claim
9 caused by the negligence of Landlord, its agents or invitees.

10 B. With respect to any claim, Landlord shall notify Tenant thereof,
11 shall tender to Tenant the defense thereof, and shall assist Tenant as may reasonably
12 be requested in the defense thereof. Tenant shall defend such claim, shall conduct or
13 have conducted the necessary investigations related thereto, and Tenant shall
14 indemnify Landlord, unless and until Tenant proves that the indemnity does not apply.
15 Payment of a claim by Landlord or entry of judgment shall not be a condition
16 precedent to recovery under this indemnity.

17 18. [Reserved].

18 19. Landlord's Right to Re-enter on Termination or Expiration (Non-
19 Default). Tenant shall peaceably deliver possession of the Premises to Landlord on the
20 date of expiration or earlier termination of this Lease. Upon giving notice of termination to
21 Tenant, Landlord shall have the right to re-enter and take possession of the Premises on
22 the date such termination becomes effective without further notice of any kind and
23 without instituting summary or regular legal proceedings. Termination of the Lease and
24 re-entry of the Premises by Landlord shall in no way alter or diminish any obligation of
25 Tenant under the Lease. Tenant waives any and all right of redemption under any
26 existing or future law or statute in the event of eviction from or dispossession of the
27 Premises for any reason or in the event Landlord re-enters and takes possession of the
28 Premises in a lawful manner.

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1 20. Nondiscrimination. Landlord, Tenant, and any representatives acting
2 on their respective behalf pursuant to this Lease, shall not discriminate against any
3 individual or group on the basis of race, ethnicity, national origin, religion, age, sex or
4 disability. Tenant shall at all times comply with the requirements of all state and federal
5 civil rights laws and regulations including but not limited to the Americans with Disabilities
6 Act (42 U.S.C. Section 360, et. seq.), The Rehabilitation Act of 1973 (29 U.S.C. Section
7 794), California's Unruh Civil Rights Act (California Civil Code Section 54, et. seq.),
8 California's Disabled Access Regulations (California Administrative Code, Title 24
9 Section 2-100 et. seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section
10 2000(d), et. seq.) and all requirements imposed by 49 CFR Part 21.

11 21. Utilities. Beginning on the Commencement Date and continuing
12 thereafter, Tenant shall provide for and pay for all water, sewer, gas, electricity,
13 telephone, refuse, recycling, and other utilities to the Premises, together with the taxes
14 thereon, if any.

15 22. Waiver by Tenant. Landlord shall not be liable for and Tenant
16 hereby waives, to the extent permitted by law, all claims against Landlord, its officials,
17 employees and agents for loss, theft, and damage to equipment, furnishings, furniture,
18 trade and other fixtures, records, and all personal property of Tenant, its employees,
19 invitees, subtenants, and all other persons in or about the Premises, or for loss or
20 damage to Tenant's business, or for loss of income from Tenant's business or use of the
21 Premises, or for injury to or death of persons on or about the Premises from any cause
22 except to the extent caused by Landlord's (including Landlord's officials, employees and
23 agents) negligence or willful misconduct. Tenant acknowledges that it is familiar with
24 California Civil Code Section 1542 which states: "A general release does not extend to
25 claims which the creditor does not know or suspect to exist in his favor at the time of
26 executing the release, which if known by him must have materially affected his settlement
27 with the debtor." Tenant hereby releases Landlord from any unknown claims and waives
28 its rights under said Section 1542.

1 23. Brokers. Tenant and Landlord represent that neither has had
2 contacts or dealings regarding the execution of this Lease through a broker or agent or
3 any other person who can claim a right to a commission or fee.

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

11 25. Condemnation.

12 A. If the whole of the Premises or improvements on the Premises is
13 taken by right of eminent domain or otherwise for any public or quasi-public use, then
14 when possession is taken thereunder by the condemnor or when Tenant is deprived
15 of practical use of the Premises or Improvements, whichever date is earlier, this
16 Lease shall terminate. If there is a partial taking so that the remaining portion of the
17 Premises or Improvements cannot be restored to an economically feasible operation
18 or a comparable kind to that which existed prior to the taking, then this Lease shall, at
19 Tenant's option, terminate as of the date when possession was taken by condemnor
20 or when Tenant was deprived of practical use of the Premises, whichever date is
21 earlier.

22 B. If there is a taking by right of eminent domain, the rights and
23 obligations of the parties with reference to the award and the distribution thereof shall
24 be determined in accordance with this Section. The award shall belong to and be
25 paid to Tenant. Any sum attributable to loss of good will shall be paid directly by the
26 condemning authority to Tenant.

27 26. No Waiver of Landlord's Rights. The failure or delay of the Landlord
28 to re-enter the Premises, to insist on strict enforcement of any term, covenant or

1 condition herein, to exercise any right, power, privilege, or option arising from any default
2 shall not impair any such right, power, privilege or option or be construed or operate as or
3 be deemed a waiver of any term, covenant or condition of this Lease, of any default, or of
4 any right or remedy (including indemnity) that the Landlord may have and shall not be
5 deemed a waiver of any subsequent or other default of any term, covenant or condition
6 hereof. Landlord's approval to any act by Tenant requiring Landlord's approval shall not
7 be deemed to waive Landlord's approval of any subsequent act of Tenant where
8 approval is required. Any waiver of any default by Landlord shall be in writing. Failure on
9 the part of Landlord to require exact and complete compliance hereof shall not be
10 construed or deemed in any manner as changing this Lease, nor shall the conduct of the
11 parties be deemed to change this Lease. No right, power, privilege, option, or remedy of
12 Landlord shall be construed as being exhausted by the exercise thereof in one or more
13 instances.

14 27. Access and Right of Entry. Landlord shall have access and the right
15 to enter the Premises during normal business hours, provided that Landlord gives Tenant
16 at least forty-eight (48) hours prior written notification. If Landlord reasonably believes an
17 emergency situation exists, Landlord will use its best efforts to reach Tenant and
18 thereafter Landlord may enter the Premises to prevent harm or injury to persons or
19 property.

20 28. Maintenance.

21 A. Following the Commencement Date, Landlord shall have no
22 responsibility for the repair or maintenance of the Premises or any part thereof.

23 B. Tenant hereby waives to the extent permitted by law any right to
24 make repairs at the expense of Landlord or to vacate the Premises in lieu thereof as
25 may be provided by law.

26 C. If Tenant fails to maintain the Premises, Landlord may notify
27 Tenant in writing of such failure. If Tenant fails to correct the situation within thirty
28 (30) days thereafter or such longer period as may be established by Landlord, then

1 Landlord may make the necessary correction and the cost thereof, including but not
2 limited to the cost of labor, materials, equipment and administration, shall be paid by
3 Tenant as additional rent within thirty (30) days after receipt of a statement of said
4 additional rent from Landlord.

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

14 30. Encumbrances. Tenant shall have no right to encumber its
15 leasehold interest under this Lease.

16 31. Hazardous Materials. Tenant shall conduct all aspects of its
17 operation and use of the Premises in strict accordance with all federal and state laws,
18 rules and regulations relating to any hazardous material as defined by state and federal
19 laws.

20 32. Miscellaneous.

21 A. Each party shall bear its own costs and expenses in connection
22 with this Lease and enforcement thereof, including but not limited to attorney's fees
23 and court costs.

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

27 C. This Lease and attached exhibits constitute the entire
28 understanding between the parties and supersedes all prior negotiations, agreements

1 and understandings, oral or written, with respect to the subject matter hereof.

2 D. This Lease may not be amended except in a writing duly
3 executed by both parties and authorized by Landlord.

4 E. This Lease shall be governed by and construed under the laws of
5 the State of California, and no choice of laws or principles thereof shall apply.

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

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

14 H. Time is of the essence in this Lease and all of its provisions. No
15 notice to Tenant shall be required to restore "time is of the essence" after waiver by
16 Landlord of any default.

17 I. The relationship of the parties hereto is that of landlord and
18 tenant, and the parties agree that nothing contained in this Lease shall be deemed or
19 construed as creating a partnership, joint venture, principal-agent relationship,
20 association, or employer-employee relationship between them or between Landlord or
21 any third person or entity.

22 J. This Lease is created as a joint effort between the parties and
23 fully negotiated as to its terms covenants and conditions. This Lease shall not be
24 construed against either party as the drafter.

25 K. Each material provision of this Lease shall be deemed both a
26 covenant and a condition.

27 L. This Lease is created for the benefit of the parties only and is not
28 intended to benefit any third person or entity.

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M. If Tenant is a corporation, partnership or limited liability company, each person signing this Lease on behalf of that entity represents and warrants that he/she is authorized to sign this Lease on behalf of the entity.

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

LONG BEACH ARTS DISTRICT, LLC, a California limited liability company

Dated: JUL 01 2019, 2019

By: 
Name: SHAHEEN SAEED
Title: MANAGING MEMBER

Dated: _____, 2019

By: _____
Name: _____
Title: _____

Tom Modica
Assistant City Manager

“Tenant”

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

CITY OF LONG BEACH

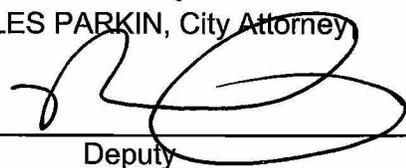
Dated: July 12, 2019

By: 
Name: _____
Title: _____

“Landlord”

This Lease is approved as to form on July 8, 2019.

CHARLES PARKIN, City Attorney

By: 
Deputy

RFA: bg
A16-00418

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EXHIBIT A
PREMISES

LEGAL DESCRIPTION

Real property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

LOTS 1, 2, 10, 13, AND 14 OF BLOCK 16 OF TRACT NO. 6521, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 69, PAGES 31 AND 32](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APNS: 7124-032-900 (PORTION) (5887 ATLANTIC AVENUE), 7124-032-912 (5895 LIME AVENUE), 7124-032-914 (5885 LIME AVENUE), 7124-032-905 (5834 ATLANTIC AVENUE)

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

