

OFFICE OF THE CITY ATTORNEY
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LEASE
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THIS LEASE is made and entered, in duplicate, as of April 2, 2019 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 20, 2018, by and between LONG BEACH LOCAL, a California non-profit corporation, doing business as FARM LOT 59 (the "Tenant"), whose address is 2076 Eucalyptus Avenue, Long Beach, California 90806, and the CITY OF LONG BEACH, a municipal corporation (the "Landlord").

Landlord and Tenant, in consideration of the mutual terms, covenants, and conditions herein, agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby accepts and leases approximately 0.6 acres of City-owned land within Willow Springs Park depicted as the "Leased Premises" in Exhibit "A" attached hereto (the "Premises"), located near 2712 California Avenue. Tenant shall have also have a non-exclusive right to use certain adjacent land located between the Premises and California Street, depicted as the "Parking Area" in Exhibit "A" attached hereto (the "Parking Area"), for purposes of (i) ingress and egress to the Premises; and (ii) parking for members of the public visiting the Premises.

2. Term. The term of this Lease shall commence on December 1, 2018 (the "Commencement Date"), and shall terminate at midnight on November 30, 2023, unless sooner terminated as provided herein. Landlord and Tenant shall have the mutual option to extend the term of the Lease for three (3) periods of two (2) years each, said extensions to be jointly exercised by the parties in writing on or before the then-current expiration date of this Lease.

3. Termination Right. City shall have the right to terminate the Lease should Tenant lose its non-profit status, cease to operate program services from the Premises as described herein, or fail to abide by the terms and conditions of the Lease agreement. Tenant shall have the right to terminate the Lease with a notification to

1 terminate provided in writing to City at least sixty (60) days in advance.

2 4. Rent. Tenant shall pay to Landlord a rental payment of One Dollar
3 (\$1.00) per year. ("Base Rent"). In addition to the Base Rent, Tenant shall pay to
4 Landlord an amount equal to one percent (1%) of the gross revenue generated by
5 Tenant's operations at the Premises (the "Additional Rent"), including without limitation
6 revenue generated by the off-Premises sale of any food grown on the Premises. The
7 Additional Rent shall be due and payable annually, within thirty (30) days after the
8 conclusion of each year of the term of this Lease. Should the term of this Lease be
9 terminated early for any reason, then Additional Rent shall be due and payable on the
10 date which is thirty (30) days after such termination. In addition to and together with
11 Tenant's payment of Additional Rent, Tenant shall prepare and deliver to Landlord an
12 accounting of all gross revenue generated by Tenant at the Premises, in form and
13 substance reasonably acceptable to Landlord and the City Auditor of Long Beach.

14 5. Use. Tenant shall use the Premises for the development and
15 management of an urban farm and sustainable produce stand, and Landlord and Tenant
16 intend to develop community educational programs at the Premises in connection
17 therewith. The Premises shall not be used by Tenant for any other purpose without the
18 express written consent of Landlord, which may be withheld in its sole and absolute
19 discretion. In addition to the prohibition contained in Section 14, Tenant shall not use any
20 pesticides, herbicides, chemical fertilizers or other caustic chemical agents in its
21 operation of the Premises. At all times Tenant shall employ strictly organic growing
22 methods. Tenant shall employ water efficient growing methods, and at no time shall
23 Tenant's operations produce run-off which collects upon any property outside the
24 Premises, including without limitation the Parking Area and the Mulch Yard, as shown on
25 Exhibit "A" attached hereto. Tenant shall maintain an eight (8)-foot wide corridor of open
26 space depicted as the "Underground Pipeline Corridor" on Exhibit "A" attached hereto. At
27 no time shall Tenant grade, plant, or otherwise disturb the soil located within the
28 Underground Pipeline Corridor. Tenant shall operate the Premises no earlier than an

1 hour before sunrise and no later than 10:00 pm. Tenant shall conduct its operations in
2 accordance with additional operating restrictions which may be reasonably imposed by
3 Landlord.

4 6. Programming. The mission of Tenant is to “incubate urban farming
5 and food education from the ground up” with the purpose “to teach farming based on
6 organic principles to create food security through education, farmer training, and cooking
7 classes in collaboration with our local partners.” Tenant will operate and maintain an
8 educational urban farm including, but not limited to, farm and garden bed, demonstration
9 gardens, chicken coops, bee hives, fruit tree orchards, vertical growing, worm and/or
10 compost bins, rainwater capture, etc. Tenant will provide public access through
11 regularly-scheduled farm-related public programs, community classes, workshops, and
12 special events that provide educational opportunities related to urban agriculture. Tenant
13 will also establish collaborative partnerships with educational institutions, non-profit
14 organizations, and workforce development groups and provide volunteer and experiential
15 learning opportunities on the Premises to support volunteerism, service-learning, and
16 green job training at the farm.

17 7. Public Benefit. An urban farming use at Willow Springs Park helps
18 build more robust local food systems and access to locally-grown produce, creates
19 spaces for urban gardening education and neighborhood scale economic development
20 through green jobs, and provides programming and activation that can increase
21 perceptions of safety. In addition, on average, produce purchased in Los Angeles
22 County travels 1,500 miles before consumption, so localizing food sources can help
23 reduce vehicle miles traveled while increasing community resilience to climate impacts.

24 8. Tenant Improvements.

25 A. The Premises shall be leased in “as is” condition, without any
26 representations or warranties whatsoever by Landlord as to the suitability for the
27 intended use of the Premises.

28 B. Tenant shall request permission in writing from Landlord in

1 advance, and secure approval when proposing to add any improvements to the
2 Premises, which shall become property of Landlord.

3 C. Tenant shall secure written approval from Landlord for grants
4 for permanent improvements that could obligate Landlord outside of Tenant's
5 Lease.

6 D. Tenant shall be solely responsible for ensuring the Premises
7 and any improvements thereon comply with all applicable local, state, and/or
8 federal laws pursuant to the Americans with Disabilities Act.

9 9. Maintenance Obligations. Tenant shall keep the Premises in a neat,
10 safe and sanitary condition. Tenant shall be responsible for any and all repairs
11 associated with the Premises. Landlord shall have no maintenance obligations with
12 respect to the Premises. Landlord makes no representations and/or warranties as to the
13 condition of the Parking Area, and Landlord shall not be obligated to maintain the Parking
14 Area for the benefit of Tenant.

15 10. Utilities. Landlord shall provide a water meter and above-ground
16 spigot to be installed and maintained at the Premises. Tenant shall be responsible for
17 the provision of all other utilities to the Premises and shall be responsible for the payment
18 of all utility expenses, including water.

19 11. Annual Report. Beginning in 2019, every December, Tenant shall
20 provide Landlord a written report quantifying the community benefits derived from urban
21 farming programs and services provided that year. The information presented in the
22 report will be used by Landlord to provide annual updates to the Parks and Recreation
23 Commission, Long Beach City Council and community, along with information from other
24 partners, to demonstrate the value of partnerships in Long Beach parks.

25 12. Taxes. Landlord shall be responsible for payment of all real property
26 taxes, and Tenant shall be responsible for the payment of all other taxes arising from its
27 use and occupancy of the Premises, including any possessory interest taxes.

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1 13. Insurance.

2 A. During the entire term, Tenant shall at its sole cost and
3 expense procure and maintain:

4 (i) Commercial general liability insurance equivalent in
5 coverage scope to ISO CG 00 01 10 93 in an amount not less than One
6 Million Dollars (\$1,000,000) per occurrence and Two Million Dollars
7 (\$2,000,0000) in aggregate covering bodily injury and property damage
8 liability combined arising from Tenant's obligations under or in connection
9 with this Lease. Such insurance shall name Landlord, and any other party it
10 so specifies in writing to Tenant, as an additional insured on an
11 endorsement equivalent in coverage scope to ISO CG 20 26 11 85.

12 (ii) The minimum limits of policies of insurance required of
13 Tenant under this Lease shall in no event limit the liability of Tenant under
14 this Lease. Such insurance shall (a) be issued by an insurance company
15 having a rating of not less than A-VIII in Best's Insurance Guide or which is
16 otherwise acceptable to Tenant and Landlord, (b) be primary insurance as
17 to all claims thereunder and provide that any insurance carried by Tenant or
18 Landlord is excess and is non-contributing with any insurance requirement
19 of Tenant, (c) provide that said insurance shall not be canceled or coverage
20 changed unless thirty (30) days' prior written notice shall have been given
21 to Landlord and any mortgagee or ground or underlying lessor of Landlord,
22 and (d) contain a cross-liability endorsement or severability of interest
23 clause acceptable to Landlord. Tenant shall deliver said policy or policies
24 or certificates thereof to Landlord on or before the effectiveness of this
25 Lease.

26 B. Notwithstanding the provisions of this Section 10, Tenant and
27 Landlord each hereby waive any and all rights of recovery against the other, or
28 against the officers, employees, agents and representatives of the other, for loss

1 of or damage to such waiving party or its property or the property of others under
2 its control but only to the extent that (a) such loss or damage is insured against or
3 is required to be insured against under the terms of this Lease, and (b) such
4 insurance policies permit and do provide for such waiver. In this regard, Landlord
5 and Tenant each agree to have their respective insurers issuing the insurance
6 described in this Section 10 waive any rights of subrogation that such companies
7 may have against the other party. Tenant shall provide, at its sole cost and
8 expense, such additional insurance or increased coverage amounts as may be
9 required by Landlord's Risk Manager acting in his or her sole discretion.

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

18 15. Default. The occurrence of any of the following acts shall constitute
19 a default by Tenant:

- 20 A. Failure to pay rent when due after ten (10) days written notice;
- 21 B. Failure to perform any of the terms, covenants, or conditions
22 of this Lease if said failure is not cured within thirty (30) days after written notice of
23 said failure. If the default cannot reasonably be cured in thirty (30) days, Tenant
24 shall not be in default if Tenant begins to cure within the thirty-day period and
25 diligently proceeds to cure to completion; or
- 26 C. Any attempted assignment or transfer.

27 If Tenant does not comply with each provision of this Lease or if a default
28 occurs, then Landlord may terminate this Lease and Landlord may enter the Premises

1 and take possession thereof provided, however, that these remedies are not exclusive
2 but cumulative to other remedies provided by law in the event of Tenant's default, and the
3 exercise by Landlord of one or more rights and remedies shall not preclude Landlord's
4 exercise of additional or different remedies for the same or any other default by Tenant.

5 16. Right of Entry. Landlord shall have the right of access to the
6 Premises at all times.

7 17. Condemnation. If the whole or any part of the Premises shall be
8 taken by any public or quasi-public authority under the power of eminent domain, then
9 this Lease shall immediately terminate. All damages for such taking shall belong to
10 Landlord.

11 18. Nondiscrimination. Subject to applicable laws, rules and regulations,
12 Tenant shall not discriminate against any person or group on the basis of race, religion,
13 national origin, color, age, gender, sexual orientation, gender identity, AIDS, HIV status,
14 handicap or disability with respect to the use of the Premises or the performance of its
15 obligations under this Lease. In the performance of this Lease, Tenant shall not
16 discriminate against any employee or applicant for employment on the basis of race,
17 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
18 status, handicap or disability. Tenant shall take affirmative action to ensure that
19 applicants are employed and that employees are treated without regard to these bases.
20 Such action shall include but not be limited to employment, upgrading, demotion,
21 transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other
22 forms of compensation, and selection for training including apprenticeship. Tenant shall
23 post in conspicuous places notices stating this provision.

24 19. Indemnification. Tenant shall defend, indemnify and hold harmless
25 Landlord from all claims, demands, damages, causes of action, losses, liability, costs or
26 expenses, including reasonable attorney's fees, of any kind or nature whatsoever
27 (collectively referred to in this Section and Section 16 as "claims") which Landlord may
28 incur for injury to or death of persons or damage to or loss of property occurring in, on, or

1 about the Premises arising from the condition of the Premises, products grown on the
2 Premises or distributed thereon, the alleged acts or omissions of Tenant, Tenant's
3 employees, or agents, the occupancy, use, or misuse of the Premises by Tenant,
4 Tenant's employees, agents, approved subtenants, licensees, patrons, or visitors, or any
5 breach of this Lease.

6 20. Relocation. Tenant agrees that nothing contained in this Lease shall
7 create any right in Tenant for any relocation assistance or payment under applicable
8 California law from Landlord on the expiration or termination of this Lease. Tenant
9 agrees that nothing contained in this Lease shall create any right for any reimbursement
10 of Tenant's moving expenses incurred prior to or during the term of this Lease.

11 21. Assignment. Tenant shall not assign or transfer this Lease or any
12 interest herein, nor sublease the Premises or any part thereof (collectively referred to as
13 "transfer").

14 22. Signs. Tenant may post signs on and about the Premises and in the
15 Parking Area subject to the approval of Landlord.

16 23. Access. Tenant shall have access to the Premises twenty-four (24)
17 hours per day, seven (7) days per week.

18 24. Parking. Landlord shall provide a designated parking and loading
19 zone area for Tenant, as well as a designated parking area for visitors and volunteers.
20 Parking shall be limited to these areas to eliminate unsafe crossing of vehicles and park
21 visitors, as well as minimize impacts to adjacent protected habitat areas. Tenant and its
22 invitees may use the Parking Area on a non-exclusive first come-first served basis.
23 Landlord shall not be obligated to provide Tenant with any parking spaces in connection
24 with this Lease.

25 25. Surrender of Premises. On the expiration or sooner termination of
26 this Lease Tenant shall remove all improvements on the Premises and otherwise deliver
27 to Landlord possession of the Premises in substantially the same condition that existed
28 immediately prior to the date of execution hereof.

1 26. Notice. Any notice required hereunder shall be in writing and
2 personally served or deposited in the U. S. Postal Service, first class, postage prepaid to
3 Landlord and Tenant at the respective addresses first stated above. Notice shall be
4 deemed effective on the date of mailing or on the date personal service is obtained,
5 whichever first occurs. Change of address shall be given as provided herein for notice.

6 27. Waiver of Rights. The failure or delay of Landlord to insist on strict
7 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of
8 any right or remedy that Landlord may have and shall not be deemed a waiver of any
9 subsequent or other breach of any term, covenant, or condition herein. The receipt of
10 and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other
11 default but shall only constitute a waiver of timely payment of rent. Any waiver by
12 Landlord of any default or breach shall be in writing. Landlord's approval of any act by
13 Tenant requiring Landlord's approval shall not be deemed to waive Landlord's approval of
14 any subsequent act of Tenant.

15 28. Successors in Interest. This Lease shall be binding on and inure to
16 the benefit of the parties and their permitted successors, heirs, personal representatives,
17 transferees, and assignees, and all of the parties hereto shall be jointly and severally
18 liable hereunder.

19 29. Force Majeure. Except as to the payment of rent, in any case where
20 either party is required to do any act, the inability of that party to perform or delay in
21 performance of that act caused by or resulting from fire, flood, earthquake, explosion,
22 acts of God, war, strikes, lockouts, or any other cause whether similar or dissimilar to the
23 foregoing which is beyond the control of that party and not due to that party's fault or
24 neglect shall be excused and such failure to perform or such delay in performance shall
25 not be a default or breach hereunder. Financial inability to perform shall not be
26 considered cause beyond the reasonable control of the party.

27 30. Partial Invalidity. If any term, covenant, or condition of this Lease is
28 held by a court of competent jurisdiction to be invalid, void or unenforceable, the

1 remainder of the provisions hereof shall remain in full force and effect and shall in no way
2 be affected, impaired or invalidated thereby.

3 31. Time. Time is of the essence in this Lease, and every provision
4 hereof.

5 32. Governing Law, Codes and Regulations. This Lease shall be
6 governed by and construed in accordance with the laws of the State of California. Tenant
7 shall follow all applicable local, regional, state and federal laws, codes, regulations, and
8 requirements in the operation and maintenance of the Premises. This includes, but is not
9 limited to, special event and food handling/sales permits, volunteer management, and all
10 items listed under the Long Beach municipal Code related to park rules.

11 33. Integration and Amendments. This Lease represents and constitutes
12 the entire understanding between the parties and supersedes all other agreements and
13 communications between the parties, oral or written, concerning the subject matter
14 herein. This Lease shall not be modified except in writing signed by the parties and
15 referring to this Lease.

16 34. Joint Effort. This Lease is created as a joint effort between the
17 parties and fully negotiated as to its terms and conditions and nothing contained herein
18 shall be construed against either party as the drafter.

19 35. No Recordation. This Lease shall not be recorded.

20 36. Captions and Organization. The various headings and numbers
21 herein and the grouping of the provisions of this Lease into separate sections,
22 paragraphs and clauses are for convenience only and shall not be considered a part
23 hereof, and shall have no effect on the construction or interpretation of this Lease.

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

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IN WITNESS WHEREOF, the parties have executed this Lease with all of the formalities required by law as of the date first above written.

LONG BEACH LOCAL, a California nonprofit corporation, doing business as FARM LOT 59

APR 23 2019, 2019

By [Signature]
Name SAGHA KANNO
Title ED

APR 23 2019, 2019

By [Signature]
Name MARTIN D. HAWARD
Title BOARD PRESIDENT

"Tenant"

CITY OF LONG BEACH, a municipal corporation

4/26, 2019

By [Signature]
City Manager

"Landlord"

This Lease is hereby approved as to form on APRIL 24, 2019

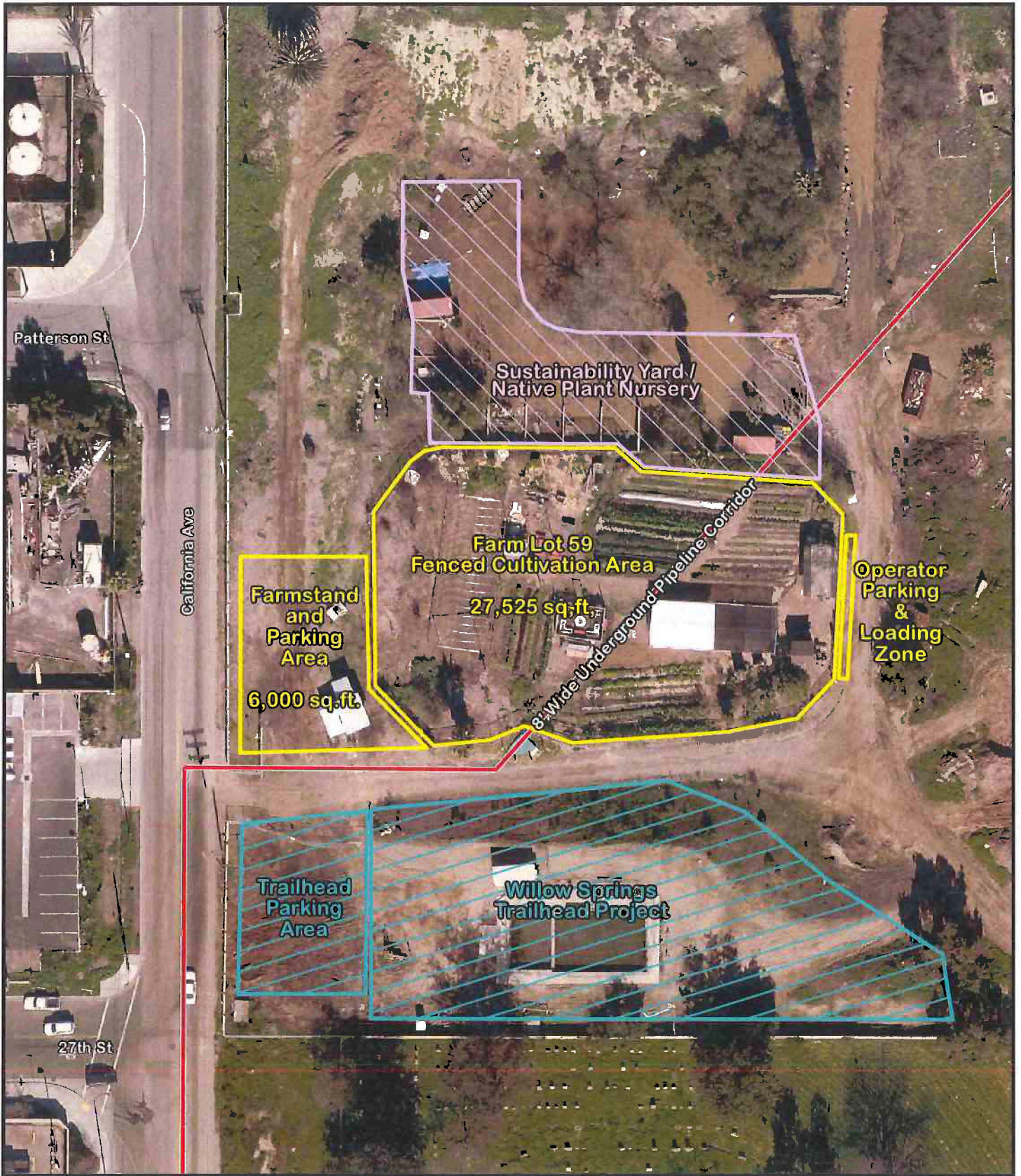
2019.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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EXHIBIT "A"
DEPICTION PREMISES, PARKING AREA, MULCH YARD
AND UNDERGROUND PIPELINE CORRIDOR



Willow Springs Park Farm Lot 59 Lease Area



Location of Underground Pipeline Corridor is approximate