

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

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This Lease is made as of December 1, 2018, between the CITY OF LONG BEACH, a municipal corporation, and trust grantee of the State of California of certain tide and submerged lands within the limits of said City (hereinafter "Lessor" or "City"), pursuant to a minute order adopted by the Long Beach City Council on February 5, 2019, and the NAVY YACHT CLUB - LONG BEACH, a California nonprofit corporation (hereinafter "Lessee"), who agree as follows:

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

A. Lessor and Lessee have previously executed that certain Lease No. 30620 ("Original Lease"), the term of which expired on November 30, 2018 and is of no further force or effect, except for such terms as expressly survive termination.

B. Lessor and Lessee have negotiated the terms and conditions of this Lease, intending to replace the Original Lease in its entirety.

2. PREMISES. Lessor leases to Lessee and Lessee leases from Lessor real property and improvements thereon located in the City of Long Beach, County of Los Angeles, State of California, commonly known as 223 Marina Drive, Long Beach, California 90803 and shown on Exhibit "A" (hereinafter "Premises"), upon the terms and conditions expressed herein. Exhibit "A" is by this reference made a part hereof. The Premises does not include the use and occupancy, including access to, a storage shed (approximately 180 square feet) located on the Premises. The City Council of the City of Long Beach granted the Little Ships Fleet Yacht Club permission to access and use this storage shed pursuant to Permit No. 28228. The permitted use of this storage shed is limited to storage of boating equipment and supplies and for no other purpose without the prior written consent of the Director of the Department of Parks, Recreation and Marine ("Director"). Lessee may apply to Lessor for a day-to-day, week-to-week or month-to-month vessel permit for dock space adjacent to or near the

1 Premises, subject to availability. Any such permit, if granted to Lessee, shall be subject
2 to all terms and conditions contained in the Long Beach Municipal Code, any and all rules
3 and regulations, and current commercial dock space rental rates. Notwithstanding the
4 foregoing, Lessor reserves the right to allow others to use all dock space adjacent to the
5 Premises not under permit to Lessee.

6 3. LIMITATION OF LEASEHOLD. Lessor is the trust grantee of the
7 State of California of certain tide and submerged lands upon which the Premises are
8 situated. The terms, conditions and restrictions of the trust are expressed in Chapter
9 676, Statutes of 1911, Chapter 102, Statutes of 1925 and Chapter 158, Statutes of 1935.
10 Said trust conditions and grants were amended by Chapter 29, Statutes of 1956, First
11 Extraordinary Session and Chapter 138, Statutes of 1964, First Extraordinary Session.
12 Neither this Lease nor the rights and privileges granted Lessee in and to the Premises
13 shall be construed to imply the conveyance to Lessee of any right or interest in the
14 Premises except which may be created pursuant to said statutory grants and the
15 Constitution of the State of California. This Lease and the leasehold estate created
16 thereby shall be subject and subordinate to said statutory grants and the limitations
17 imposed by the Constitution of the State of California.

18 4. TERM. The term of this Lease shall be five (5) years commencing
19 on December 1, 2018, and ending at midnight on November 30, 2023 ("Initial Term").
20 Lessee shall have the option to exercise two (2), five-year options for renewal (the first
21 such option, if exercised, the "First Renewal Option Term"). The City Manager or his
22 designee shall be authorized to execute the renewal options. Lessee shall give notice to
23 Lessor that Lessee is exercising an option at least ninety (90) days prior to the expiration
24 of the Initial Term or any extended term. This Lease is revocable by either party for any
25 reason upon ninety (90) days' written notice to the other party; provided, however, that if
26 City exercises the termination option provided for hereunder, it shall promptly thereafter
27 pay Lessee the Termination Fee. The "Termination Fee" shall be an amount equal to the
28 total amount of money actually expended by Lessee on Capital Improvements as

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1 required under Section 11.B, reduced by straight line depreciation over fifteen (15) years
2 from the date that such money, or portions thereof, were actually expended. Upon
3 termination of this Lease, Lessee shall quit and surrender possession of the Premises
4 and remove its personal property therefrom.

5 5. USES. Lessee, during the term, shall use the Premises for the
6 operation of a yacht club office, including use for meetings and social events, but for no
7 other use or uses without the prior written consent of the Director.

8 6. RENT. Lessee shall pay to Lessor rent for each month during the
9 Initial Term and the extended term, if applicable, in the amount of Nine Hundred Dollars
10 (\$900) due on the 1st of each month. Rent payments shall be delivered on the first day
11 of each month to the Department of Parks, Recreation and Marine, 2760 Studebaker
12 Road, Long Beach, California 90815. The designated place of payment and filing may be
13 changed at any time by Lessor upon written notice to Lessee. Rentals may be paid by
14 check made payable to the City of Long Beach. Rent not paid on or before the date
15 which is five (5) days after the due date shall bear interest at the rate of 10% per annum
16 from the date due until paid.

17 7. NOTICE. Any notice, demand, request, consent, approval or
18 communication that either party desires or is required to give to the other party or any
19 other person shall be in writing and either served personally or sent by prepaid, first class
20 mail. Any notice, demand, request, consent, approval or communication that either party
21 desires or is required to give to the other party shall be addressed to the other party at
22 the address set forth below:

23	TO: <u>Lessor</u>	TO: <u>Lessee</u>
24	City of Long Beach	NAVY YACHT CLUB - LONG BEACH
25	Attention: City Manager	223 Marina Drive
26	333 W. Ocean Blvd.	Long Beach, CA 90803
26	Long Beach, CA 90802	

27 Either party may change its address by notifying the other party of the
28 change of address. Notice shall be deemed communicated within forty-eight (48) hours

1 from the time of mailing, if mailed as provided in this paragraph.

2 8. UTILITIES. Lessee shall make all arrangements for, and pay for, all
3 water, electric, refuse and other utility services to the Premises.

4 9. SIGNS. Lessee shall not place or install on the exterior of the
5 Premises any sign advertising its business; provided, however, Lessee, with the prior
6 written approval of the Director, and in compliance with the provisions of the Long Beach
7 Municipal Code pertaining to signs and billboards, may place lettering or signs on or
8 about the Premises.

9 10. DESTRUCTION. If, during the term, any of the structures or
10 improvements on the Premises are destroyed from any cause or in the event said
11 structures or improvements are declared unsafe or unfit for use and occupancy by any
12 public agency having jurisdiction, either party may terminate this Lease upon (30) days'
13 written notice to the other.

14 11. MAINTENANCE, IMPROVEMENTS AND ALTERATIONS.

15 A. Lessee shall, to the satisfaction of Lessor, keep and maintain the
16 entire Premises, including the plate glass windows, interior and exterior paint, electrical
17 systems, and window and floor coverings in good condition and in substantial repair as
18 acceptable to Lessor. It shall be Lessee's responsibility to take all steps necessary or
19 appropriate to maintain such a standard of condition and repair. Lessee expressly
20 agrees to maintain the Premises, the areas adjacent thereto, including the landscaping
21 within 75 feet of the Premises, and said furniture, furnishings, and equipment in a safe,
22 clean, wholesome and sanitary condition and to keep the Premises free and clear of
23 rubbish and litter in compliance with all applicable laws. Lessee shall make no alterations
24 to the Premises without the prior written consent and approval of the Director. Lessor
25 shall have the right to enter upon and inspect the Premises at any time for cleanliness
26 and safety. Lessee has occupied the Premises immediately prior to the term of this
27 Lease and accepts same in an "AS IS" condition, with all faults.

28 B. Lessee shall be required to spend certain amounts on capital

1 improvements to the Premises approved by Lessor ("Capital Improvements"). Capital
2 Improvements shall include those improvements which add additional capacity or
3 function to the Premises and/or which extend the useful life of the Premises for at least
4 five (5) years. Lessee shall be required to expend at least Thirty Thousand Dollars
5 (\$30,000) during the Initial Term, and at least an additional Fifteen Thousand Dollars
6 (\$15,000) during the First Renewal Option Term, on Capital Improvements. Lessee shall
7 obtain prior written approval from Lessor for all Capital Improvements, and shall
8 thereafter provide Lessor with documentation evidencing such expenditures as
9 reasonably required by Lessor, included without limitation invoices and cancelled checks.
10 Capital Improvements shall not include maintenance costs and routine repairs. After the
11 expiration of the First Renewal Option Term, Lessee shall have no further Capital
12 Improvement obligations.

13 C. If Lessee fails to maintain or make repairs or replacements as
14 required herein, Lessor may notify Lessee in writing of said failure. Should Lessee fail to
15 correct the situation within a reasonable time thereafter, as established by Lessor, Lessor
16 may, but shall not be required to do so, make the necessary correction and the cost
17 thereof, including, but not limited to, the cost of labor, materials, and equipment and
18 administration, shall be deemed additional rent to be paid by Lessee within ten (10) days
19 of receipt of a statement of said cost from Lessor. Lessor may, at its option, choose
20 other remedies available herein, or by law.

21 12. INSURANCE. Concurrent with the execution of this Lease and in
22 partial performance of Lessee's obligations hereunder, Lessee shall procure and
23 maintain, at its cost, during the term of this Lease and any extensions or renewals
24 thereof, from an insurer admitted in California or having a minimum rating of or equivalent
25 to A:VIII in Best's Insurance Guide:

26 a. Comprehensive General Liability insurance including products,
27 watercraft, and fire legal liability with a combined single limit of at least \$1,000,000 for
28 each occurrence or Two Million Dollars (\$2,000,000) general aggregate. City, its officials,

1 employees and agents shall be covered as additional insureds with respect to liability
2 arising from activities performed by or on behalf of Lessee. Said insurance shall be
3 primary insurance with respect to City and shall contain a cross-liability endorsement.

4 b. "All Risk" property insurance in an amount sufficient to cover the full
5 replacement value of Lessee's personal property, improvements and equipment on the
6 Premises.

7 c. Upon the execution of this Lease, Lessee shall deliver to City
8 certificates of insurance with original endorsements evidencing the coverage required by
9 this Lease. The certificates and endorsements shall be signed by a person authorized by
10 the insurer to bind coverage on its behalf. City reserves the right to require complete
11 certified copies of all policies at any time.

12 d. Said insurance shall contain an endorsement requiring thirty (30)
13 days' prior written notice from insurers to City before cancellation or change of coverage.

14 e. Said insurances may provide for such deductibles or self-insured
15 retention as may be acceptable to the City Manager or his designee. In the event such
16 insurance does provide for deductibles or self-insured retention, Lessee agrees that it will
17 fully protect City, its officials, and employees in the same manner as these interests
18 would have been protected had the policy or policies not contained a deductible or
19 retention provisions. With respect to damage to property, City and Lessee hereby waive
20 all rights of subrogation, one against the other, but only to the extent that collectible
21 commercial insurance is available for said damage.

22 f. Not more frequently than every two (2) years, if, in the opinion of
23 City, or of an insurance broker retained by City, the amount of the foregoing insurance
24 coverages is not adequate, Lessee shall increase the insurance coverage as required by
25 City.

26 g. The procuring of said retention shall not be construed as a limitation
27 on Lessee's liability or as full performance on Lessee's part of the indemnification and
28 hold harmless provisions of this Lease; and Lessee understands and agrees that,

1 notwithstanding any insurance, Lessee's obligation to defend, indemnify and hold City, its
2 officials and employees harmless hereunder is for the full and total amount of any
3 damage, injuries, loss, expense, costs or liabilities caused by the condition of the
4 Premises or in any manner connected with or attributed to the acts or omissions of
5 Lessee, its officers, agents, employees, subtenants, licensees, patrons or visitors, or the
6 operations conducted by Lessee, or the Lessee's use, misuse or neglect of the Premises.

7 h. Any modification or waiver of the insurance requirements herein shall
8 only be made with the written approval of the City's Risk Manager or designee.

9 13. INDEMNITY.

10 A. Lessor, its boards, commissions, officials and employees shall not be
11 liable for and Lessee hereby waives all claims against them for loss, theft, or damage to
12 equipment, furniture, trade fixtures, furnishings, records, and other personal property in,
13 or at the Premises, for loss or damage to Lessee's business, or injury to or death of
14 persons in, on or at the Premises from any cause except to the extent caused by the
15 gross negligence or willful misconduct of Lessor, its Board, commissions, officials and
16 employees.

17 B. Lessee shall defend, indemnify and hold harmless, the City of Long
18 Beach, its Boards and Commissioners, its officials, employees (for purposes of this
19 Section, collectively "City") and agents, from and against any and all liability, claims,
20 demands, damage, loss, causes of action, proceedings, penalties, costs, and expenses
21 (including attorneys' fees, court costs, and expert and witness fees) (collectively "Claims"
22 or individually "Claim"). Claims include, by way of example, but are not limited to: Claims
23 for prevailing wage, property damage, personal injury or death arising in whole or in part
24 from the negligence act or omission of Lessee, its officers, employees, agents,
25 contractors or anyone under Lessee's control (collectively "Indemnitor"); Lessee's breach
26 of this Lease; misrepresentation; willful misconduct; and Claims by any employee of
27 Indemnitor relating to workers' compensation. Independent of the duty to indemnify and
28 as a free-standing duty on the part of Lessee, Lessee shall defend the City and shall

1 continue such defense until the Claim (including allegations in a Claim) is resolved,
2 whether by settlement, judgment or otherwise. No finding or judgment of negligence,
3 fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend
4 to arise. Lessee shall notify the City of any Claim within ten (10) days. Likewise, City
5 shall notify Lessee of any Claim and shall assist Lessee, as may be reasonably
6 requested, in such defense.

7 14. DAMAGE TO PREMISES. With the exception of ordinary wear and
8 tear, Lessee shall be liable for and shall pay the cost of any and all loss, injury or damage
9 to the Premises or any equipment on the Premises, by or on account of any act or
10 omission by Lessee, Lessee's employees, agents, invitees, or licenses.

11 15. TAXES AND ASSESSMENTS. Lessee recognizes and understands
12 that this Lease may create a possessory interest subject to property taxation and that the
13 Lessee may be subject to the payment of property taxes levied on such interest. All
14 taxes and assessments which become due and payable upon the Premises or upon
15 fixtures, equipment, or other property installed or constructed thereon, shall be the full
16 responsibility of Lessee, and Lessee shall cause said taxes and assessments to be paid
17 promptly.

18 16. UNLAWFUL USE. Lessee agrees that no improvements shall be
19 erected, placed upon, operated, nor maintained upon the Premises, nor any business
20 conducted or carried on therein or therefrom, in violation of the terms of this Lease, or of
21 any regulation, order, law, statute, or ordinance of a governmental agency having
22 jurisdiction.

23 17. LESSEE'S PERSONAL PROPERTY. Upon the termination of this
24 Lease (whether by lapse of time or otherwise), Lessee shall promptly remove all of its
25 inventory, furniture, fixtures, and equipment and restore the Premises to the condition
26 existing at the commencement date of this Lease, except for Capital Improvements made
27 to the Premises, and reasonable wear and tear excepted. If Lessee abandons the
28 Premises, is dispossessed thereof by process of law, or otherwise vacates the property,

1 title to any personal property belonging to Lessee and left on the Premises forty-five (45)
2 days after such abandonment, dispossession, or vacation shall be deemed to have been
3 transferred to Lessor. Lessor shall have the right to remove and to dispose of such
4 property without liability therefor to Lessee or to any person claiming under Lessee, and
5 shall have no need to account therefor. Lessee hereby designates Lessor's City
6 Manager as its attorney-in-fact to execute and deliver such documents as may be
7 reasonably required to dispose of such abandoned property and transfer title thereto.

8 18. HOLDING OVER. In the event Lessee shall continue in possession
9 of the Premises after the expiration of the lease term, such possession shall not be
10 considered a renewal of this Lease but a tenancy from month to month and shall be
11 governed by the conditions and covenants contained in this Lease.

12 19. ASSIGNING, SUBLETTING, AND ENCUMBERING. Lessee shall
13 not voluntarily transfer, assign, sublet, or encumber its interests in this Lease without
14 Lessor's prior written approval, which consent shall not be unreasonably withheld. Any
15 transfer, assignment, subletting, or encumbering, whether voluntary or involuntary,
16 without Lessor's consent shall constitute a default and shall be voidable at Lessor's
17 election. No consent to any transfer, assignment, subletting, or encumbering shall
18 constitute a further waiver of the provisions of this paragraph. Any assignee of Lessee
19 shall execute an agreement running to Lessor assuming Lessee's obligations under this
20 Lease. Lessee shall remain fully obligated to Lessor under this Lease notwithstanding
21 any transfer, assignment, subletting, or encumbering of any indulgence granted by
22 Lessor to Lessee or to any transferee, assignee, sublessee, or secured lender unless
23 released in writing by Lessor.

24 20. SUCCESSORS IN INTEREST. Unless otherwise provided in this
25 Lease, the terms, covenants and conditions contained herein shall apply to and bind the
26 heirs, successors, executors, administrators, and assigns of all the parties hereto.

27 21. LESSEE'S DEFAULT. The occurrence of any of the following shall
28 constitute a default by Lessee

1 A. Failure to pay rent when due, if the failure continues for five (5) days
2 after notice has been given to Lessee.

3 B. Failure to perform any of the provisions of this Lease, if the failure to
4 perform is not cured within thirty (30) days after notice has been given to Lessee.

5 Notices given under this paragraph shall specify the alleged default and the
6 applicable Lease provisions, and shall demand that Lessee perform the provisions of the
7 Lease or pay the rent that is in arrears, as the case may be, within the applicable period
8 of time or quit the Premises. No such notice shall be deemed a forfeiture or a termination
9 of this Lease unless Lessor so elects in the notice.

10 22. LESSOR'S REMEDIES. Lessor shall have the following remedies if
11 Lessee commits a default. These remedies are not exclusive; they are cumulative in
12 addition to any remedies now or later allowed by law. Lessor can continue this Lease in
13 full force and effect, and the Lease will continue in effect as long as Lessor does not
14 terminate Lessee's right to possession, and Lessor shall have the right to collect rent
15 when due. During the period Lessee is in default, Lessor can enter the Premises and
16 relet them, or any part of them, to third parties for Lessee's account. Lessee shall be
17 liable immediately to Lessor for all costs Lessor incurs in reletting the Premises,
18 including, without limitation, broker's commissions, expenses of remodeling the Premises
19 required by the reletting, and like costs. Reletting can be for a period shorter or longer
20 than the remaining term of this Lease. Lessee shall pay to Lessor the rent due out of this
21 Lease on the dates the rent is due, less the rent Lessor receives from any reletting. No
22 act by Lessor allowed by this paragraph shall terminate this Lease unless Lessor notifies
23 Lessee that Lessor elects to terminate this Lease. After Lessee's default, and for as long
24 as Lessor does not terminate Lessee's right to possession of the Premises, if Lessee
25 obtains Lessor's consent, Lessee shall have the right to assign or sublet its interests in
26 this Lease, but Lessee shall not be released from liability. Lessor can terminate Lessee's
27 right to possession of the Premises at any time. No act by Lessor other than giving
28 notice to Lessee shall terminate this Lease. Acts of maintenance, efforts to relet the

1 Premises, or the appointment of a receiver on Lessor's initiative to protect Lessor's
2 interest under this Lease shall not constitute a termination of Lessee's right to
3 possession. Lessor, at any time after Lessee commits a default, can cure the default at
4 Lessee's cost. If Lessor, at any time, by reason of Lessee's default pays any sum or
5 does any act that requires the payment of any sum, the sum paid by Lessor shall be
6 immediately due from Lessee to Lessor at the time the sum is paid, and if paid at a later
7 date shall bear interest at the rate of 10% per annum from the date the sum is paid by
8 Lessor until Lessor is reimbursed by Lessee. The sum, together with the interest on it,
9 shall be deemed additional rent.

10 23. LESSOR'S DEFAULT. Lessor shall be in default of this Lease if it
11 fails or refuses to perform any provision of this Lease that it is obligated to perform if the
12 failure to perform is not cured within sixty (60) days after notice of the default has been
13 given by Lessee to Lessor. If the default cannot be reasonably cured within sixty (60)
14 days, Lessor shall not be in default of this Lease if Lessor commences to cure the default
15 within the sixty (60) day period and diligently and in good faith continues to cure the
16 default.

17 24. QUITCLAIM OF LESSEE'S INTERESTS UPON TERMINATION.
18 Upon termination of this Lease for any reason, including, but not limited to, termination
19 because of default by Lessee, Lessee shall execute, acknowledge and deliver to Lessor
20 within thirty (30) days after receipt of written demand therefor, a good and sufficient deed
21 whereby all right, title and interests of Lessee in the Premises is quitclaimed to Lessor.

22 25. TOTAL TAKING. If, after the effective date, the whole of the
23 Premises, or other improvements to be made by Lessee shall be taken by right of
24 eminent domain or otherwise for any public or quasi-public use, then, when possession
25 shall be taken thereunder by the condemner, or the Lessee is deprived of its practical use
26 of the Premises, and other improvements, whichever date is earlier, this Lease and all
27 rights of Lessor and Lessee hereunder, shall terminate and any rent and all other
28 payments required of Lessee shall be apportioned between the parties. In the event of a

1 partial taking, as a result of which the remaining portion of the Premises, or any other
2 improvements on the Premises cannot be restored to an economically operable facility of
3 a comparable kind and quality to the facility existing prior to the taking with the
4 condemnation awards received by Lessee, then this Lease, at Lessee's option, shall
5 terminate as of the time when possession of the Premises shall be taken by the
6 condemner or Lessee is deprived of its practical use thereof, whichever date is earlier.

7 26. PARTIAL TAKING. If, after the effective date, a portion of the
8 Premises or any other improvements shall be taken by right of eminent domain or
9 otherwise for any public or quasi-public use and the remaining portion of the Premises
10 and improvements can be restored by Lessee to an economically operable facility of
11 comparable kind and quality to the facility existing prior to the taking, then this Lease
12 shall not be affected and Lessee shall retain the remaining portion of the Premises;
13 provided, however, the fixed minimum rent as the total amount that is in the same ratio to
14 the fixed minimum rent as the total number of square feet in the Premises taken bears to
15 the total number of square feet in the Premises immediately before the date of taking.

16 27. EMINENT DOMAIN AWARD. If there is a taking by right of eminent
17 domain, the rights and obligations of the parties with reference to the award and the
18 distribution thereof shall be determined in accordance with the provisions of this section.
19 The award shall belong to and be paid to Lessor, except that Lessee shall receive from
20 the award the following:

21 A. A sum attributable to the value of Lessee's leasehold estate
22 including improvements, which sum shall be first applied toward any outstanding balance
23 due a Lessee's lender.

24 B. A sum attributable to severance damages to be used solely for the
25 restoration of the other improvements upon the Premises.

26 C. A sum attributable to loss of goodwill.

27 28. AMENDMENTS. This Lease sets forth all of the agreements and
28 understandings of the parties and any modification must be in writing duly executed by

1 both parties.

2 29. CAPTIONS. The captions and the table of contents of this Lease
3 shall have no effect on its interpretation.

4 30. PROVISIONS ARE COVENANTS AND CONDITIONS. All
5 provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be
6 both covenants and conditions.

7 31. CALIFORNIA LAW. This Lease shall be construed and interpreted
8 in accordance with the laws of the State of California.

9 32. ATTORNEYS' FEES. In any action or proceeding relating to this
10 Lease, the prevailing party shall be entitled to its costs, including reasonable attorneys'
11 fees.

12 33. WAIVER. No delay or omission in the exercise of any right or
13 remedy of Lessor on any default by Lessee shall impair such a right or remedy or be
14 construed as a waiver. The receipt and acceptance by Lessor of delinquent rent shall not
15 constitute a waiver of any other defaults; it shall constitute only a waiver of timely
16 payment for the rent payment involved. No act or conduct of Lessor, including, without
17 limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of
18 the surrender of the Premises by Lessee before the expiration of the term. Only a notice
19 from Lessor to Lessee shall constitute an acceptance of the surrender of the Premises
20 and accomplish a termination of the Lease. Lessor's consent or approval shall not be
21 deemed to waive or render unnecessary Lessor's consent to or approval of any
22 subsequent act by Lessee. Any waiver by Lessor of any default must be in writing and
23 shall not be a waiver of any other default concerning the same or any other provision of
24 the Lease.

25 34. NONDISCRIMINATION. In the performance of this Lease, Lessee
26 agrees not to discriminate against any employee or applicant for employment or service
27 on the basis of race, color, religion, ancestry, sex, sexual orientation, AIDS, AIDS related
28 condition, national origin, age, marital status, disability, handicap or veteran status.

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1 Lessee shall at all times comply with the Americans with Disabilities Act ("ADA") and shall
2 sole responsibility for providing access at and on the Premises as required by the ADA.
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8 IN WITNESS WHEREOF, the parties have executed this Lease as of the
9 date first written above.

NAVY YACHT CLUB - LONG BEACH, a
California nonprofit corporation

10
11
12 Dated MARCH 15, 2019

By Stephen R. Stanec

STEPHEN R. STANEC - COMMODORE
(Type or Print Name)

13
14
15 Dated March 15, 2019

By Rodney A. Coomber

RODNEY A. COOMBER - REAR COMMODORE
AND CORPORATE SECRETARY - TREASURER
(Type or Print Name)

16
17
18 Dated March 15, 2019

By Sylvia J. Wheeler

SYLVIA J. WHEELER - SECRETARY
(Type or Print Name)

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21
22 **Tom Modica**
Assistant City Manager

23 **EXECUTED PURSUANT**
24 **TO SECTION 301 OF**
25 **THE CITY CHARTER**

"Lessee"

CITY OF LONG BEACH, a municipal
Corporation

26 Dated April 19, 2019

By T. Bowen
City Manager

"Lessor"

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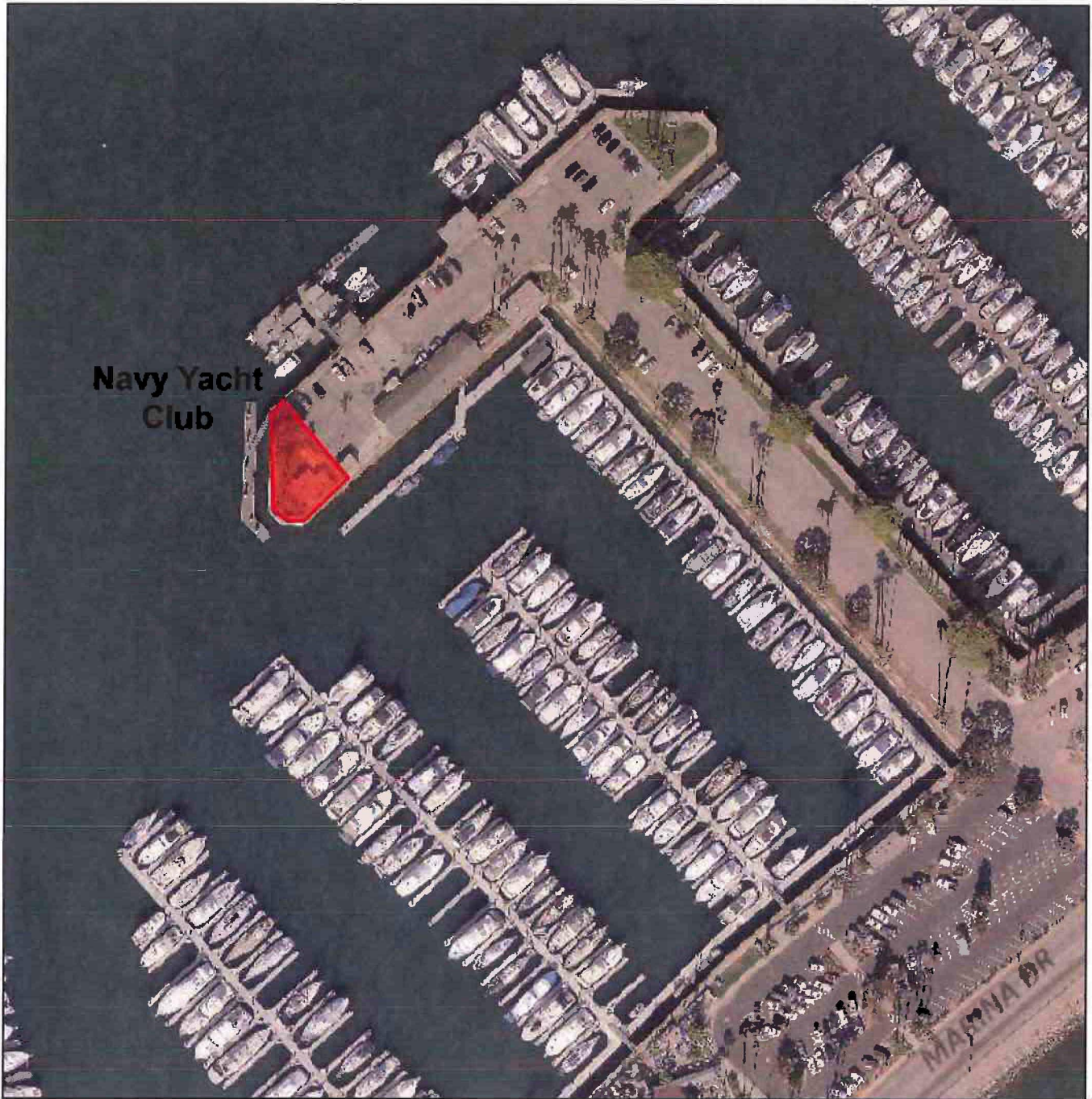
The foregoing Lease is hereby approved as to form this 4 day of
April 2019.

CHARLES PARKIN, City Attorney

By 
Deputy

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

Exhibit A
Site Map



223 Marina Drive
3,500 square feet