

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

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FIRST AMENDMENT TO LEASE NO. 22849

22849

THIS FIRST AMENDMENT TO LEASE NO. 22849 is made and entered, in duplicate, as of October 1, 2008 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 19, 2008, by and between the CITY OF LONG BEACH, a municipal corporation ("Landlord"), and LONG BEACH CASTING CLUB, a California corporation, with a place of business at East Seventh Street and Federation Drive, Long Beach, California 90804 ("Tenant").

WHEREAS, Tenant entered into Lease No. 22849 on January 19, 1993, in which Landlord leased to Tenant premises for an initial term of twenty (20) years; and

WHEREAS, Tenant has proposed improvements and in-kind programming in exchange for an amendment to extend the term for an additional term of twenty (20) years;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in Lease No. 22849 and herein, the parties agree as follows:

1. Section 1 of Lease No. 22849 is hereby amended to read as follows:

"1. PREMISES. Landlord hereby leases to Tenant and Tenant hereby accepts the Premises shown outlined in yellow on Exhibit "A" attached hereto and made a party hereof by this reference ("Premises")."

2. Section 2 of Lease No. 22849 is hereby amended to read as follows:

"2. TERM. The term of this Lease shall commence at 12:01 a.m. on January 19, 1993, and shall terminate at midnight on January 18, 2033. The extended term of this Lease shall be for a period of twenty (20) years commencing on January 19, 2013, and expiring on January 18, 2033, unless sooner terminated as provided in Sections 22, 23 and 31."

3. Section 5 of Lease No. 22849 is hereby amended to read as follows:

"5. TENANT'S IMPROVEMENTS. Tenant has constructed a clubhouse and casting pool on the Premises (hereinafter "improvements")."

1 No improvements, other than those set forth herein, shall be constructed or
2 installed, or alterations or additions made in, to or on the Premises by
3 Tenant without the prior written approval of Landlord or his designee.
4 During the amended term, the Landlord or his designee shall review and
5 approve all changes to the proposed improvements. Upon execution of this
6 Amendment, tenant shall complete improvements with a value of Seventy-
7 Seven Thousand Dollars (\$77,000.00) within twelve (12) calendar months of
8 execution of this Amendment.”

9 4. Section 8 of Lease No. 22849 is hereby amended to read as follows:

10 “A. Beginning January 19, 2013, the tenant shall remit to the
11 Landlord an annual adjustable flat rate amount (“Annual Reimbursement”)
12 of Two Thousand Seven Hundred Dollars (\$2,700.00) as reimbursement to
13 Landlord for Landlord’s provision of water and sewer services to the
14 Premises. The payment shall be due on or before January 19, 2013
15 thereafter in each proceeding year of the Lease.

16 Annual Reimbursement shall be adjusted as of January 1,
17 2014 and each lease year thereafter (“Adjustment Date”). The phrase
18 “Lease Year” shall mean the consecutive twelve (12) month period from
19 January to December. Said adjustment shall be made by comparing the City
20 of Long Beach Water Department’s Volumetric Tier II Base Rate for potable
21 water (“Index”), which is published annually for the proceeding year prior to
22 the adjustment date (“Current Index”), with the index published for the
23 preceding lease year (“Beginning Index”). If the Current Index has increased
24 over the Beginning Index, Annual Reimbursement for the then –current
25 lease year shall be set by multiplying the Annual Reimbursement set forth
26 above by a fraction, the numerator of which is the Current Index and the
27 denominator of which is the Beginning Index; provided, in no event shall the
28 adjusted Annual Reimbursement be less than the Annual Reimbursement

1 paid by Tenant during the lease year immediately preceding such
2 adjustment; provided, further that in no event will Annual Reimbursement be
3 adjusted by less than three percent (3%) nor more than eight percent (8%)
4 from lease year to lease year.

5 If the Index is discontinued or revised during the term, such
6 other government Index or computation shall be used in order to obtain
7 substantially the same result as if the Index had not been discontinued.
8 Upon adjustment of the Annual Reimbursement as provided herein, the
9 parties shall immediately execute a written statement setting forth the
10 adjusted Annual Reimbursement and when the Landlord, or his designee
11 executes the written statement, it shall constitute a legally binding
12 agreement of the parties without further municipal, corporate or other action.

13 B. Beginning on January 19, 2013, tenant shall pay all costs
14 associated with the provision of electricity to the Premises. Tenant shall be
15 solely responsible for the remittance of payments directly to Southern
16 California Edison, or its equivalent and shall do so as required for the
17 remainder of the term of this Lease.”

18 5. Section 36 is hereby added to Lease No. 22849 to read as follows:

19 “36. In-Kind Programming. In consideration for the rent of \$1 per
20 month, Tenant shall, within sixty (60) days of execution of this Amendment
21 and on June 1, and January 1 in every proceeding Lease year thereafter,
22 provide the Landlord or his designee a proposed schedule of programming
23 for the proceeding six (6) months. The schedule of programming shall
24 include, dates of availability, hours of availability, maximum class occupancy
25 and proposed subject matter. The proposed schedule shall be provided at
26 the discretion of the tenant, and subject to mutual approval by the Tenant
27 and Landlord or his designee, prior to provision of programming on the
28 Premises.”

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6. Except as expressly amended herein, all of the terms and conditions in Lease No. 22849 are ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease No. 22849 with all formalities required by law as of the date first written above.

LONG BEACH CASTING CLUB, a California corporation

December 1, 2008

By: Richard J. Hillen
Its: President

December 1, 2008

By: Robert J. middo
Its: Corresponding Secretary
"Tenant"

CITY OF LONG BEACH, a municipal corporation

Jan 9, 2008/9

By: [Signature] Assistant City Manager
City Manager

"Landlord"

**EXECUTED PURSUANT
TO SECTION 501 OF
THE CITY CHARTER.**

This First Amendment to Lease No. 22849 is approved as to form on
January 5, 2008/9

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy

GJA:lkm A08-00927



Dog Park

Federation Dr



Long Beach Casting Club Premises

0 10 20 30 40 50 60 Feet

contract-ec casting club premises.mxd sep. 11/03/05