

LEASE

31942

THIS LEASE is made and entered, in duplicate, as of December 1, 2010 pursuant to a minute order of the City Council of the City of Long Beach adopted at its meeting held on November 16, 2010, by and between LONG BEACH RESCUE MISSION FOUNDATION, a California non-profit corporation, whose address is 1430 Pacific Avenue, Long Beach, California 90813 ("Landlord"), and the CITY OF LONG BEACH, a municipal corporation, whose address is 333 W. Ocean Boulevard, 3rd Floor, Long Beach, California 90802, Attention: Asset Management Bureau Manager ("Tenant").

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 from Landlord those certain premises containing approximately 12,000 rentable square feet (the "Premises") located within the building located at 6845 Atlantic Avenue (the "Building"), such premises being more particularly depicted in Exhibit "A" attached hereto. The Premises shall be leased in "as is" condition.

2. Term. The term of this Lease shall commence on December 1, 2010, and shall terminate at midnight on March 31, 2011.

3. Rent. Tenant shall pay to Landlord a monthly rental payment equal to Six Thousand and No/100 Dollars (\$6,000.00), such rent to be prorated for any partial month.

4. Use. The Premises shall be used as a winter homeless shelter.

5. Tenant's Maintenance Obligations. Tenant shall keep the Premises in a neat, safe and sanitary condition. All other maintenance and repairs not specifically described immediately above shall be the responsibility of Landlord pursuant to Section 6.

6. Landlord's Maintenance Obligations. Landlord shall, at its own cost and expense, manage and maintain the Building and make all necessary repairs to the

1 Premises, including without limitation all surface and structural elements of the roof,
2 bearing walls and foundations of the Building, all electrical, plumbing, HVAC systems and
3 all other elements of the Building. If Landlord fails to maintain the Premises as required
4 herein, Tenant shall notify Landlord of such failure in writing.

5 7. Utilities. Landlord shall pay the monthly costs associated with all utilities
6 to the Premises.

7 8. Taxes. Landlord shall be responsible for payment of all real property
8 taxes.

9 9. Hazardous Materials. In the event any Hazardous Materials are
10 detected during the Lease term, such materials shall be removed promptly in accordance
11 with applicable law at the sole cost and expense of Landlord. In the event Landlord
12 determines it is cost prohibitive to remove such materials, Tenant shall have the option of
13 terminating this Lease by giving written notice.

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

22 10. [Intentionally Omitted].

23 11. Default by Tenant. The occurrence of any of the following acts shall
24 constitute a default by Tenant:

- 25 a. Failure to pay rent when due after ten (10) days written notice;
26 b. Failure to perform any of the terms, covenants, or conditions of
27 this Lease if said failure is not cured within thirty (30) days after written notice of said
28 failure; or

1 c. Any attempted assignment, transfer, or sublease except as
2 approved by Landlord or otherwise authorized pursuant to Section 16.

3 If Tenant does not comply with each provision of this Lease or if a default
4 occurs, then Landlord may terminate this Lease and Landlord may enter the Premises
5 and take possession thereof provided, however, that these remedies are not exclusive
6 but cumulative to other remedies provided by law in the event of Tenant's default, and the
7 exercise by Landlord of one or more rights and remedies shall not preclude Landlord's
8 exercise of additional or different remedies for the same or any other default by Tenant.

9 12. Default by Landlord. The occurrence of any of the following acts shall
10 constitute a default by Landlord:

11 a. Failure to perform any of the terms, covenants, or conditions of
12 this Lease if said failure is not cured within thirty (30) days after written notice of said
13 failure.

14 If Landlord does not comply with each provision of this Lease or if a default
15 occurs, then Tenant may terminate this Lease, provided, however, that this remedy is not
16 exclusive but cumulative to other remedies provided by law in the event of Landlord's
17 default, and the exercise by Tenant of one or more rights and remedies shall not preclude
18 Tenant's exercise of additional or different remedies for the same or any other default by
19 Landlord.

20 13. Right of Entry. Landlord shall have the right of access to the Premises
21 during normal business hours and with reasonable advance notice to inspect the
22 Premises, to determine whether or not Tenant is complying with the terms, covenants,
23 and conditions of this Lease, to serve, post, or keep posted any notice, and for any other
24 legal purpose. Landlord shall also have the right to enter in case of emergencies.

25 14. [Intentionally Omitted].

26 15. Condemnation. If the whole or any part of the Premises shall be taken
27 by any public or quasi-public authority under the power of eminent domain, then this
28 Lease shall terminate as to the part taken or as to the whole, if taken, as of the day

1 possession of that part or the whole is required for any public purpose, and on or before
2 the day of the taking Tenant shall elect in writing either to terminate this Lease or to
3 continue in possession of the remainder of the Premises, if any. All damages awarded
4 for such taking shall belong to Landlord, whether such damages be awarded as
5 compensation for diminution in value to the leasehold or to the fee provided, however,
6 that Landlord shall not be entitled to any portion of the award made for loss of Tenant's
7 business.

8 16. Assignment. Tenant shall not otherwise assign or transfer this Lease
9 or any interest herein, nor sublease the Premises or any part thereof (collectively referred
10 to as "transfer") to any party other than Landlord without the prior written approval of
11 Landlord.

12 17. Signs. Tenant may, at its own cost, install exterior signage on the
13 Premises subject to Landlord's reasonable approval as to design, size and location.

14 18. Access. Tenant shall have access to the Premises twenty-four (24)
15 hours per day, seven (7) days per week.

16 19. Holding Over. If Tenant holds over and remains in possession of the
17 Premises or any part thereof after the expiration of this Lease with the express or implied
18 consent of Landlord, then such holding over shall be construed as a tenancy from month
19 to month at the monthly rent then in effect and otherwise on the same terms, covenants,
20 and conditions contained in this Lease.

21 20. Surrender of Premises. On the expiration or sooner termination of this
22 Lease, Tenant shall deliver to Landlord possession of the Premises in substantially the
23 same condition that existed immediately prior to the date of execution hereof, reasonable
24 wear and tear excepted.

25 21. Notice. Any notice required hereunder shall be in writing and
26 personally served or deposited in the U.S. Postal Service, first class, postage prepaid to
27 Landlord and Tenant at the respective addresses first stated above. Notice shall be
28 deemed effective on the date of mailing or on the date personal service is obtained,

1 whichever first occurs. Change of address shall be given as provided herein for notice.

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

11 23. Successors in Interest. This Lease shall be binding on and inure to the
12 benefit of the parties and their successors, heirs, personal representatives, transferees,
13 and assignees, and all of the parties hereto shall be jointly and severally liable hereunder.

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

22 25. Partial Invalidity. If any term, covenant, or condition of this Lease is
23 held by a court of competent jurisdiction to be invalid, void or unenforceable, the
24 remainder of the provisions hereof shall remain in full force and effect and shall in no way
25 be affected, impaired or invalidated thereby.

26 26. Time. Time is of the essence in this Lease, and every provision hereof.

27 27. Governing Law. This Lease shall be governed by and construed in
28 accordance with the laws of the State of California.

1 28. Integration and Amendments. This Lease represents and constitutes
2 the entire understanding between the parties and supersedes all other agreements and
3 communications between the parties, oral or written, concerning the subject matter
4 herein. This Lease shall not be modified except in writing signed by the parties and
5 referring to this Lease.

6 29. Joint Effort. This Lease is created as a joint effort between the parties
7 and fully negotiated as to its terms and conditions and nothing contained herein shall be
8 construed against either party as the drafter.

9 30. No Recordation. This Lease shall not be recorded.

10 31. Attorney's Fees. In any action or proceeding relating to this Lease, the
11 prevailing party shall be entitled to its costs, including a reasonable attorney's fee.

12 32. Captions and Organization. The various headings and numbers herein
13 and the grouping of the provisions of this Lease into separate sections, paragraphs and
14 clauses are for convenience only and shall not be considered a part hereof, and shall
15 have no effect on the construction or interpretation of this Lease.

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

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

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

"Landlord"

LONG BEACH RESUCE MISSION
FOUNDATION,
a California non-profit corporation

Date: 11/29, 2010

By: [Signature]

Name: JAMES R. LEWIS

Title: PRES & CEO

Date: _____, 2010

By: _____

Name: _____

Title: _____

"Tenant"

CITY OF LONG BEACH, a municipal
corporation

Assistant City Manager

Date: 12-8, 2010

By: [Signature]

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

City Manager

This Lease is hereby approved as to form this 1 day of December, 2010.

ROBERT E. SHANNON, City Attorney

By: [Signature]

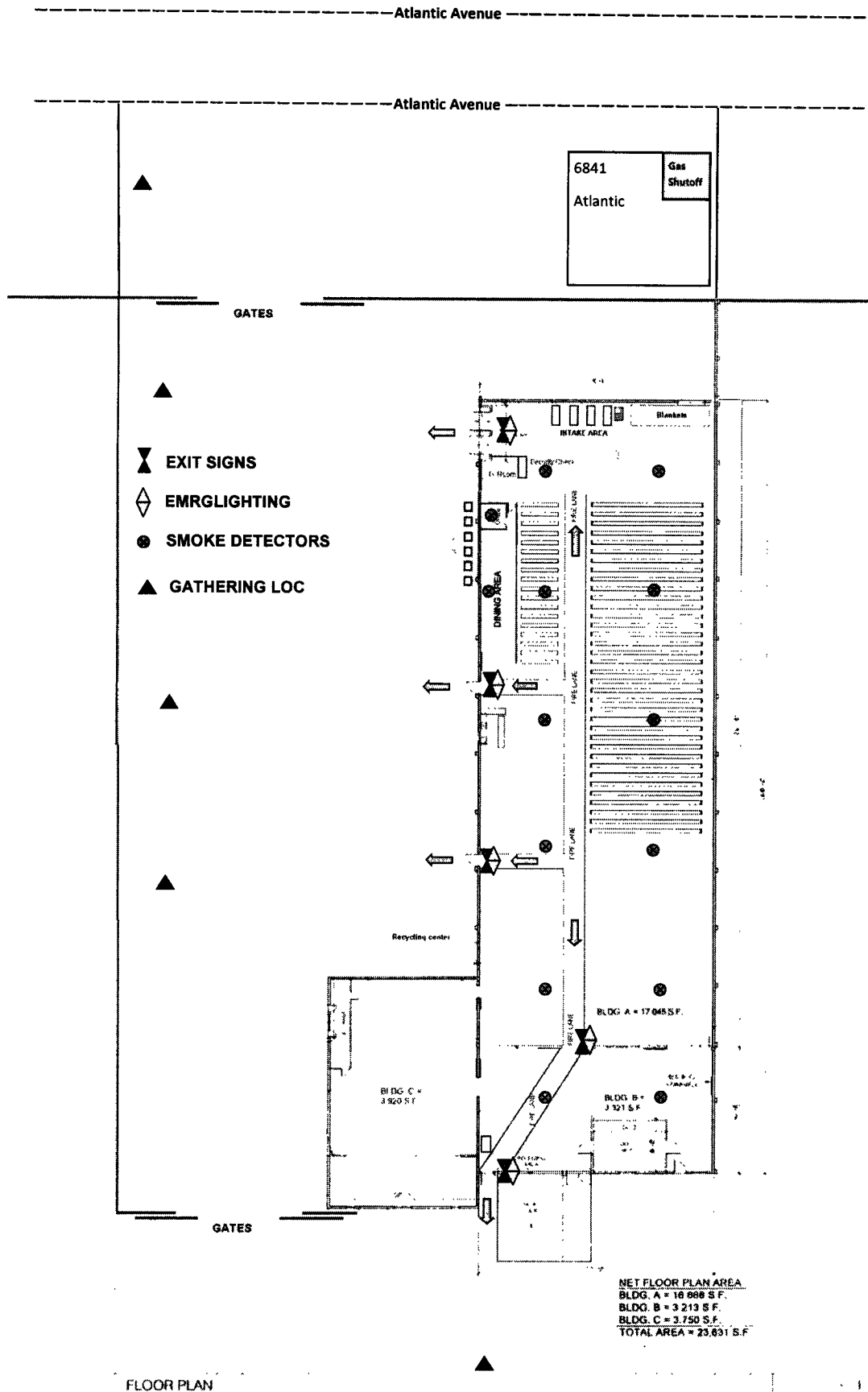
Deputy

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OFFICE OF THE CITY ATTORNEY
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EXHIBIT "A"
PREMISES



Temporary Shelter Site
 Long Beach Rescue Mission
 6845 Atlantic, Long Beach, CA 90815
 Phone: (562) 591-1292