

LEASE

35491

THIS LEASE is made and entered, in duplicate, as of February 5, 2020 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 4, 2020, by and between ADVENTURES TO DREAMS ENRICHMENT INC., a California non-profit public benefit corporation ("Tenant"), whose address is 348 West 7th Street, Long Beach, California 90813, and the CITY OF LONG BEACH, a municipal corporation ("City" or "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 0.23 acres of City-owned land in the western portion of the Drake Chavez Greenbelt ("Park") described in Exhibit "A" attached hereto and incorporated by reference (the "Premises").

2. Term. The term of this Lease shall commence on March 1, 2020 ("Commencement Date") and shall terminate at midnight on February 28, 2025, unless sooner terminated as provided herein. The term may be renewed for two (2) additional two-year periods, at the discretion of the City Manager.

3. Termination Right. Either party may terminate this Lease at any time during the term hereof provided that Tenant provides sixty (60) days advance written notice to Landlord. In addition to Landlord's termination rights under Section 15, Landlord may terminate this Lease at any time after the Commencement Date provided that Landlord provides sixty (60) days advance written notice to Tenant. On termination or revocation of this Lease, Tenant shall quit and surrender possession of the Premises and remove its personal property from the Premises.

4. Rent and Annual Report. As Tenant is providing a needed community benefit, the City will waive fair market rent for Tenant's use of the Premises. In lieu of fair market rent, Tenant will provide the Department of Parks, Recreation and

1 Marine ("Department") an annual report, which outlines the frequency, type, participation,
2 and scope of all educational programming, community events, and revenue generation of
3 its activities throughout the preceding year, demonstrating that the community benefits
4 meet or exceed the value of fair market rent. Tenant's annual report is due no later than
5 November 1st each year.

6 5. Use. Tenant shall use the Premises to develop, operate, maintain,
7 and provide future improvements as a youth, ages 4-13, and family educational garden
8 and farm produce stand. The garden would offer outdoor Science, Technology,
9 Engineering, Arts, and Mathematics ("STEAM") education through access points that
10 guide student inquiry, dialogue, and critical thinking. The Premises shall not be used by
11 Tenant for any other purpose without the express written consent of Landlord, which may
12 be withheld in its sole and absolute discretion. In addition to the prohibition contained in
13 Section 14, Tenant shall not use any pesticides, herbicides, chemical fertilizers or other
14 caustic chemical agents in its operation of the Premises. At all times Tenant shall employ
15 strictly organic growing methods. Tenant shall employ water efficient growing methods,
16 and at no time shall Tenant's operations produce run-off which collects upon any property
17 outside the Premises. Tenant shall conduct its operations in accordance with additional
18 operating restrictions which may be reasonably imposed by Landlord.

19 6. Operating Hours. Tenant shall operate during Park hours, Monday-
20 Sunday from dawn to dusk, or after the last Department-permitted activity has ended.
21 Should Tenant endeavor to hold an event past normal Park hours, depending on the
22 scope of the event, Tenant shall pull a separate permit through the Department
23 Reservation's Office or the City's Special Events and Filming Office, with a request that
24 the fees be waived.

25 7. Programming. Tenant will provide an educational-based garden as a
26 tool to teach youth, ages 4-13 years, and their families STEAM-based curriculum. The
27 programming must provide a community benefit and be available to Long Beach youth
28 and families.

1 8. Tenant Improvements.

2 A. At its sole cost and expense, Tenant will:

3 (i) Develop the Premises to include multiple plots to grow
4 vegetables, flowers and fruit tree areas as described in Exhibit "B" attached
5 hereto and incorporated by reference;

6 (ii) Provide a forty (40)-foot shipping container for use as
7 office space and garden storage;

8 (iii) Provide a patio cover over an outdoor classroom area;

9 (iv) Provide a portable cooking demonstration station;

10 (v) Provide ten (10)-foot fencing surrounding the Premises;

11 (vi) Provide irrigation; and

12 (vii) Provide a seating area for visitors.

13 B. As funding becomes available, Tenant has proposed to add
14 beehives, a greenhouse, and a hydroponic garden on the Premises.

15 C. Tenant shall request permission in writing from Landlord in
16 advance, and secure approval when proposing to add any additional
17 improvements to the Premises, which shall become property of Landlord.

18 D. Tenant shall secure written approval from Landlord for grants
19 for permanent improvements that could obligate Landlord outside of Tenant's
20 Lease.

21 E. Tenant shall be solely responsible for ensuring the Premises
22 and any improvements thereon comply with all applicable local, state, and/or
23 federal laws pursuant to the Americans with Disabilities Act.

24 9. Restoration of Facilities. On the expiration or sooner revocation of
25 this Lease, Tenant shall remove Tenant's equipment and furnishings from the Premises
26 within thirty (30) days after such expiration or revocation and, within that same thirty-day
27 period, shall restore the Premises to the condition existing at the time Tenant's use
28 thereof commenced, to the satisfaction of the Director; if Tenant's equipment and

1 furnishings are not removed within that period, they shall become the property of the City;
2 or at the option of the Director, Director may cause the removal and restoration to be
3 performed and to charge Tenant for the actual costs required to remove and restore the
4 Premises plus City's overhead costs.

5 10. Operation and Maintenance, Supplies and Security. Tenant will
6 provide at its sole cost, all necessary funding to provide for the operation, ongoing
7 maintenance, needed supplies, and security of the premises. Tenant shall be
8 responsible for any and all repairs associated with the Premises. Landlord shall have no
9 maintenance obligations with respect to the Premises. Tenant shall keep the Premises in
10 a neat, safe and sanitary condition and maintain the garden to the Department's
11 satisfaction. Farm animals and feral animals will not be housed or allowed to roam the
12 premises at any time.

13 11. Utilities. Tenant, at its expense, will be solely responsible to install
14 and maintain all submeters, if possible, and be responsible for the payment of all utilities
15 used by Tenant at the Premises. Should submetering not be possible, then Tenant will
16 pay to Department a quarterly utility use fee for all utilities used, including water,
17 electricity, gas, telephone, etc.

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

21 13. Insurance.

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

24 (i) Commercial general liability insurance equivalent in
25 coverage scope to ISO CG 00 01 10 93 in an amount not less than One
26 Million Dollars (\$1,000,000) per occurrence and Two Million Dollars
27 (\$2,000,000) in aggregate covering bodily injury and property damage
28 liability combined arising from Tenant's obligations under or in connection

1 with this Lease. Such insurance shall name Landlord, and any other party it
2 so specifies in writing to Tenant, as an additional insured on an
3 endorsement equivalent in coverage scope to ISO CG 20 26 11 85.

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

18 B. Notwithstanding the provisions of this Section 13, Tenant and
19 Landlord each hereby waive any and all rights of recovery against the other, or
20 against the officers, employees, agents and representatives of the other, for loss
21 of or damage to such waiving party or its property or the property of others under
22 its control but only to the extent that (a) such loss or damage is insured against or
23 is required to be insured against under the terms of this Lease, and (b) such
24 insurance policies permit and do provide for such waiver. In this regard, Landlord
25 and Tenant each agree to have their respective insurers issuing the insurance
26 described in this Section 13 waive any rights of subrogation that such companies
27 may have against the other party. Tenant shall provide, at its sole cost and
28 expense, such additional insurance or increased coverage amounts as may be

1 required by Landlord's Risk Manager acting in his or her sole discretion.

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

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

12 A. Failure to perform any of the terms, covenants, or conditions
13 of this Lease if said failure is not cured within thirty (30) days after written notice of
14 said failure. If the default cannot reasonably be cured in thirty (30) days, Tenant
15 shall not be in default if Tenant begins to cure within the thirty-day period and
16 diligently proceeds to cure to completion; or

17 B. Any attempted assignment or transfer.

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

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

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

1 Landlord.

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

15 19. Live Scan. Prior to providing volunteer or other services on the
16 Premises, Tenant will Live Scan fingerprint all employees, volunteers, and contractors
17 who provide services, maintain the garden, and lead programs who may encounter
18 youth. One-day special event volunteers are excluded from this requirement.

19 20. Indemnification. Tenant shall defend, indemnify and hold harmless
20 Landlord from all claims, demands, damages, causes of action, losses, liability, costs or
21 expenses, including reasonable attorney's fees, of any kind or nature whatsoever
22 (collectively referred to in this Section and Section 13 as "claims") which Landlord may
23 incur for injury to or death of persons or damage to or loss of property occurring in, on, or
24 about the Premises arising from the condition of the Premises, products grown on the
25 Premises or distributed thereon, the alleged acts or omissions of Tenant, Tenant's
26 employees, or agents, the occupancy, use, or misuse of the Premises by Tenant,
27 Tenant's employees, agents, approved subtenants, licensees, patrons, or visitors, or any
28 breach of this Lease.

1 21. Relocation. Tenant agrees that nothing contained in this Lease shall
2 create any right in Tenant for any relocation assistance or payment under applicable
3 California law from Landlord on the expiration or termination of this Lease. Tenant
4 agrees that nothing contained in this Lease shall create any right for any reimbursement
5 of Tenant's moving expenses incurred prior to or during the term of this Lease.

6 22. Assignment. Tenant shall not assign or transfer this Lease or any
7 interest herein, nor sublease the Premises or any part thereof (collectively referred to as
8 "transfer").

9 23. Advertising and Signage. Advertising will not be allowed in the
10 Premises. Limited signage directly related to Tenant's programming may be displayed in
11 the Premises, as approved in advance and in writing by the Department.

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

14 25. Parking. Tenant understands that Park parking is open to the public
15 for the public's use of all Park amenities.

16 26. Public Restrooms. Tenant understands that there are public
17 restrooms on the Park that are opened and closed each day by Department. Should
18 Tenant need access to the restrooms outside of normal hours, Tenant will make
19 advanced arrangements with Department.

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

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

1 29. Department Liaison and Communication. Tenant will designate a
2 Department liaison through which Tenant will communicate.

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

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

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

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

28 34. Time. Time is of the essence in this Lease, and every provision

1 hereof.

2 35. Governing Law, Codes and Regulations. This Lease shall be
3 governed by and construed in accordance with the laws of the State of California. Tenant
4 shall follow all applicable local, regional, state and federal laws, codes, regulations, and
5 requirements in the operation and maintenance of the Premises. This includes, but is not
6 limited to, special event and food handling/sales permits, volunteer management, and all
7 items listed under the Long Beach municipal Code related to park rules. Tenant will
8 apply for and maintain at its sole cost and expense all permits that may be required to
9 develop, operate, and maintain the Premises.

10 36. Grant Approval Process. As Tenant's programming is primarily
11 grant-funded, should Tenant identify a grant funding opportunity that obligates the City in
12 any way, Tenant will send a written notification of the grant opportunity to the Department
13 at least two weeks prior to the grant deadline to seek written permission to apply for
14 funding. The Department will review Tenant's request, the grant criteria, and consider
15 other Department programming and facilities seeking funding. The City reserves the right
16 to deny the request if the grant performance measures are not financially or operationally
17 feasible or unreasonably burdensome for any other reason or violates City policies for
18 obligating to fulfill grant requirements without City Council approval.

19 37. Integration and Amendments. This Lease represents and constitutes
20 the entire understanding between the parties and supersedes all other agreements and
21 communications between the parties, oral or written, concerning the subject matter
22 herein. This Lease shall not be modified except in writing signed by the parties and
23 referring to this Lease.

24 38. Joint Effort. This Lease is created as a joint effort between the
25 parties and fully negotiated as to its terms and conditions and nothing contained herein
26 shall be construed against either party as the drafter.

27 39. No Recordation. This Lease shall not be recorded.

28 40. Captions and Organization. The various headings and numbers

herein and the grouping of the provisions of this Lease into separate sections, paragraphs and clauses are for convenience only and shall not be considered a part hereof, and shall have no effect on the construction or interpretation of this Lease.

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

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

ADVENTURES TO DREAMS
ENRICHMENT INC., a California non-
profit public benefit corporation

Feb 21st, 2020

By [Signature]
Name Sheila Grantham
Title Program Director

_____, 2020

By _____
Name _____
Title _____

"Tenant"

CITY OF LONG BEACH, a municipal
corporation

3/6/, 2020

By [Signature]
City Manager

"Landlord"

This Lease is hereby approved as to form on FEB. 24,
2020.

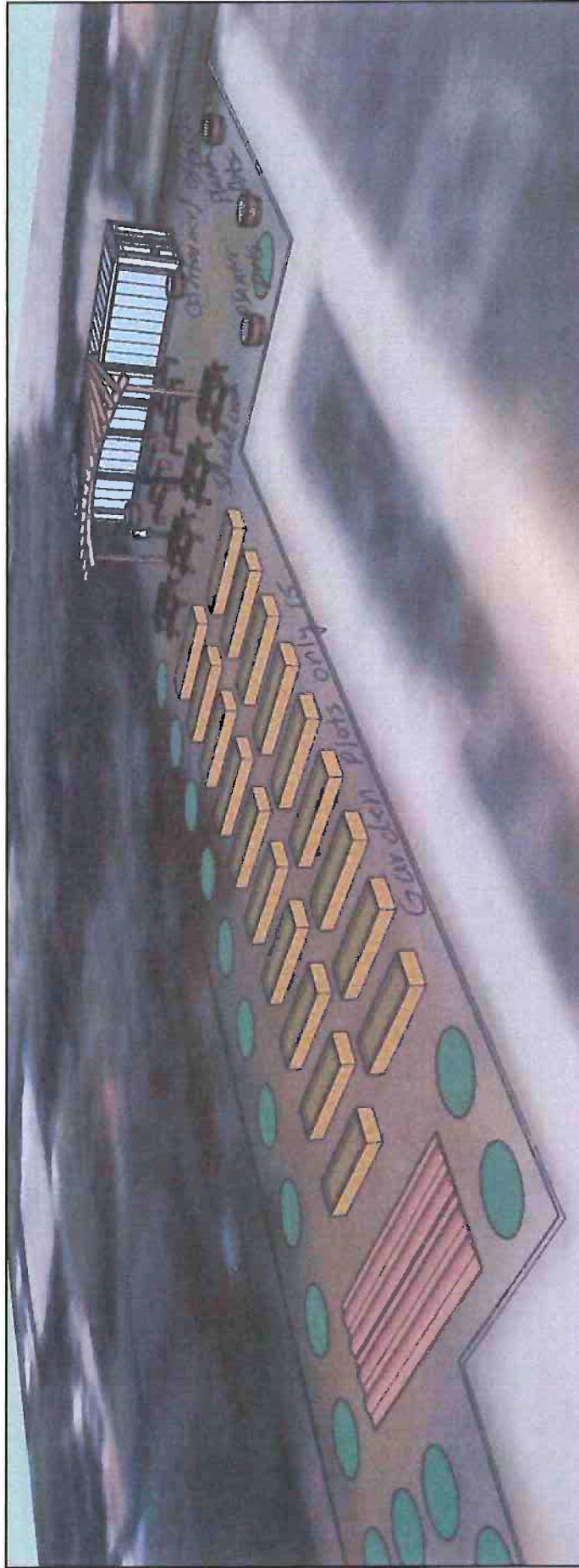
CHARLES PARKIN, City Attorney

By [Signature]
Deputy



Exhibit A

Location Map
ADVENTURES TO DREAMS ENRICHMENT INC.
At Drake/Chavez Greenbelt



Site Plan
ADVENTURES TO DREAMS ENRICHMENT INC.
At Drake/Chavez Greenbelt