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LEASE

31947

THIS LEASE ("Lease") is entered into this 13th day of July, 2010, between ANN PHAM, an individual ("Lessor"), and THE CITY OF LONG BEACH, a municipal corporation ("Lessee"), pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting of October 12, 2010.

In consideration of the covenants and conditions contained below, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the real property hereinafter defined as the Property upon the following terms and conditions:

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property shown on Exhibit "A" attached hereto ("Property").

2. The term of this Lease shall commence on November 1, 2009, and shall terminate on August 31, 2013. However, if Lessee exercises its rights to terminate Lease No. 24468 between the parties, then Lessee shall also have the right to immediately terminate this Lease.

3. Lessee shall pay to Lessor rent in the amount of Eight Hundred Dollars (\$800.00) per month due on the 1st day of each subsequent month. Rent for any partial month shall be prorated.

4. The Rent shall increase by three percent (3%) every year on the first day of the anniversary date of the Lease. The anniversary date of the Lease shall be adjusted to the first day of the month following the full execution of the Lease. Within four (4) weeks of fully executing this conformed Lease Agreement, Lessee shall provide an invoice to the Lessee for the difference in rent due from November 1, 2009 through the date of execution.

5. The Property shall be used for the parking of motor vehicles and for such other purposes as are associated with the parking of motor vehicles. The parties agree that this Lease covers only the surface of the Property and only so much of the subsurface, if any, as is reasonably necessary for Lessee's use of the Property as

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

1 permitted herein.

2 6. Lessee shall at its expense keep the Property reasonably neat and
3 clean and in compliance with applicable laws.

4 7. Lessee shall keep the Property free of mechanic's or materialman's
5 liens for any work done, labor performed or material furnished by Lessee.

6 8. Lessee accepts the Property "as is" and acknowledges that Lessor
7 has not made any warranty or representation as to the condition of the Property. Lessor
8 shall not be obligated to make any improvements or alterations in or about the Property
9 or the Facility, except subject to Section 24.

10 9. Lessee shall not erect any improvements without the approval of
11 Lessor. However, upon expiration or sooner termination of this Lease, all improvements
12 by Lessee shall remain the property of Lessee if removed within sixty (60) days following
13 termination.

14 10. Lessor shall not provide any utilities to the Property. Lessee shall
15 arrange and pay for the installation and use of all utilities on the Property.

16 11. Subject to applicable laws, rules, and regulations, Lessee shall not
17 discriminate against anyone on the basis of age, sex, sexual orientation, gender identity,
18 AIDS, HIV status, marital status, race, religion, creed, ancestry, national origin, disability,
19 or handicap in the use of the Property.

20 12. Any notice required hereunder shall be in writing and personally
21 served or deposited in the U. S. Postal Service, first class, postage prepaid to Lessee at
22 333 W. Ocean Blvd., 13th floor, Long Beach, CA 90802, attention: City Manager, and to
23 Lessor at 16690 Mount Baxter Circle, Fountain Valley, CA 92708. Notice shall be
24 deemed effective on the date of mailing or on the date personal service is obtained,
25 whichever first occurs. Change of address shall be given as provided herein for notices.

26 13. Lessee shall defend, indemnify and hold Lessor harmless from all
27 claims, demands, damages, causes of action, losses, liability, of any kind or nature
28 whatsoever which Lessor may incur for injury to, death of persons, damage to or loss of

1 Property occurring in, on, or about the Property arising solely from the acts or omissions
2 of Lessee, Lessee's employees or agents, misuse of the Property by Lessee, Lessee's
3 employees, agents, or any breach of this Lease.

4 14. Lessee shall not assign or transfer this Lease or any interest herein,
5 nor sublease the Property or any part thereof except to an agency affiliated with the City
6 of Long Beach and then only with the permission of Lessor, which such permission shall
7 not be unreasonably withheld.

8 15. Lessee shall peaceably deliver possession of the Property to Lessor
9 on the effective date of termination or expiration of this Lease. On giving notice of
10 termination to Lessee, Lessor shall have the right to re-enter and take possession of the
11 Property on the effective date of termination.

12 16. In any action or proceeding relating to this Lease, the prevailing party
13 shall be entitled to its costs, including a reasonable attorney's fee.

14 17. Lessor shall have the right of access to the Property at all
15 reasonable times to inspect the Property, to determine whether or not Lessee is
16 complying with the terms, covenants, and conditions of this Lease, and to serve, post, or
17 keep posted any notice.

18 18. Lessee shall not place, affix, maintain, or permit any sign on the
19 Property without the prior written approval of Lessor. Any sign so approved shall be
20 maintained by Lessee, at its cost, in good condition.

21 19. Lessee, at its sole cost, shall comply with all laws, ordinances, rules
22 and regulations of and obtain such permits, licenses, and certificates required by all
23 federal, state and local governmental authorities having jurisdiction over the Property and
24 business thereon.

25 20. Lessor shall do all things necessary to permit the Property to be
26 used for the purposes set forth in this agreement including complying with all applicable
27 laws and regulations including those, if any, of the City of Long Beach.

28 21. The occurrence of any of the following acts shall constitute a default

1 by Lessee:

2 A. Failure to pay rent or any installment thereof, when due, after
3 ten (10) days written notice;

4 B. Failure to perform any of the terms, covenants, and conditions
5 of this Lease if said failure is not cured within thirty (30) days after Lessor notifies
6 Lessee in writing of said failure. If the default cannot reasonably be cured in thirty
7 (30) days, Lessee shall not be in default if Lessee begins to cure within the thirty-
8 day period and diligently proceeds to cure to completion. Lessor's notice shall
9 specify the default and shall demand that Lessee perform or quit the Property. No
10 such notice shall be deemed a forfeiture or termination of the Lease unless Lessor
11 so elects in the notice.

12 C. These remedies are not exclusive but cumulative to other
13 remedies provided by law in the event of Lessee's default, and the exercise by
14 Lessor of one or more rights and remedies shall not preclude Lessor's exercise of
15 additional or different remedies for the same or any other default by Lessee.

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

20 23. Lessee, at its cost, may install razor wire along the chain link fence
21 and other appropriate areas. It may also clean the surface parking lot, realign the
22 bumper stops, and add a surveillance camera. Lessee may remove any such equipment
23 mentioned in this Section, at any time, at Lessee's own cost. Lessee shall be
24 responsible for the operation, maintenance and repair of the security gate and removal of
25 weeds and debris from the property and adjacent sidewalk area.

26 24. Lessor shall be responsible for paying all costs related to the
27 payment of real estate taxes, property insurance, property management, parking lot
28 surface repair, fence repair, (unless Lessee causes damage) and the maintenance of

1 existing parking structures (garages).

2 25. Lessor and Lessee acknowledge and agree that Cushman &
3 Wakefield of California, Inc. represents Lessee as Broker. The parties further agree that
4 Belmont Partners represents Lessor as Broker in this transaction. No commissions shall
5 be due to either broker for this transaction.

6 IN WITNESS WHEREOF the parties have executed this Lease as of the
7 date first above written.

8 ANN PHAM, an individual

9 November 3, 2010, 2010

By 
"Lessor"

11 CITY OF LONG BEACH, a municipal
12 corporation

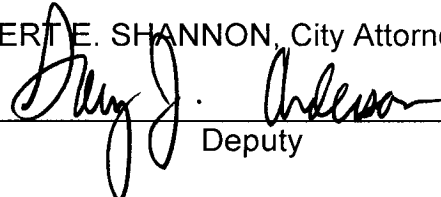
13 12/16, 2010

By 
City Manager

15 "Lessee"

16 Approved as to form on December 7, 2010.

18 ROBERT E. SHANNON, City Attorney

By 
Deputy

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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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 12/16/10 before me, Beverly Gail Nieves
Date Here Insert Name and Title of the Officer

personally appeared Patrick H. West
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Beverly Gail Nieves
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Lease

Document Date: 12/16/10 Number of Pages: 7

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick West Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

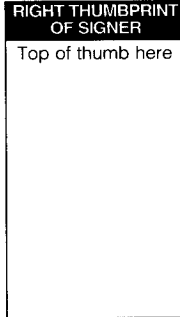
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



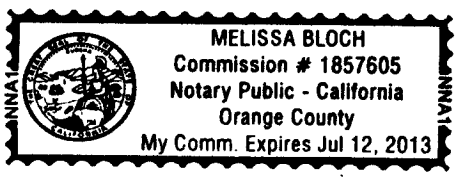
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange }

On November 3, 2010 before me, Melissa Bloch
Date Here Insert Name and Title of the Officer

personally appeared Ann Pham
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Lease

Document Date: November 3, 2010 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ann Pham Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

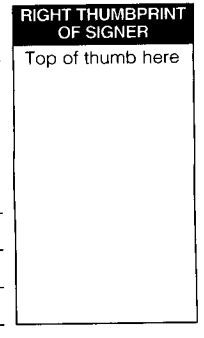
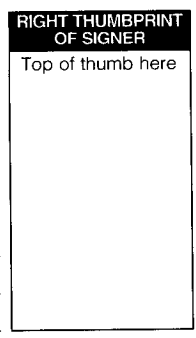
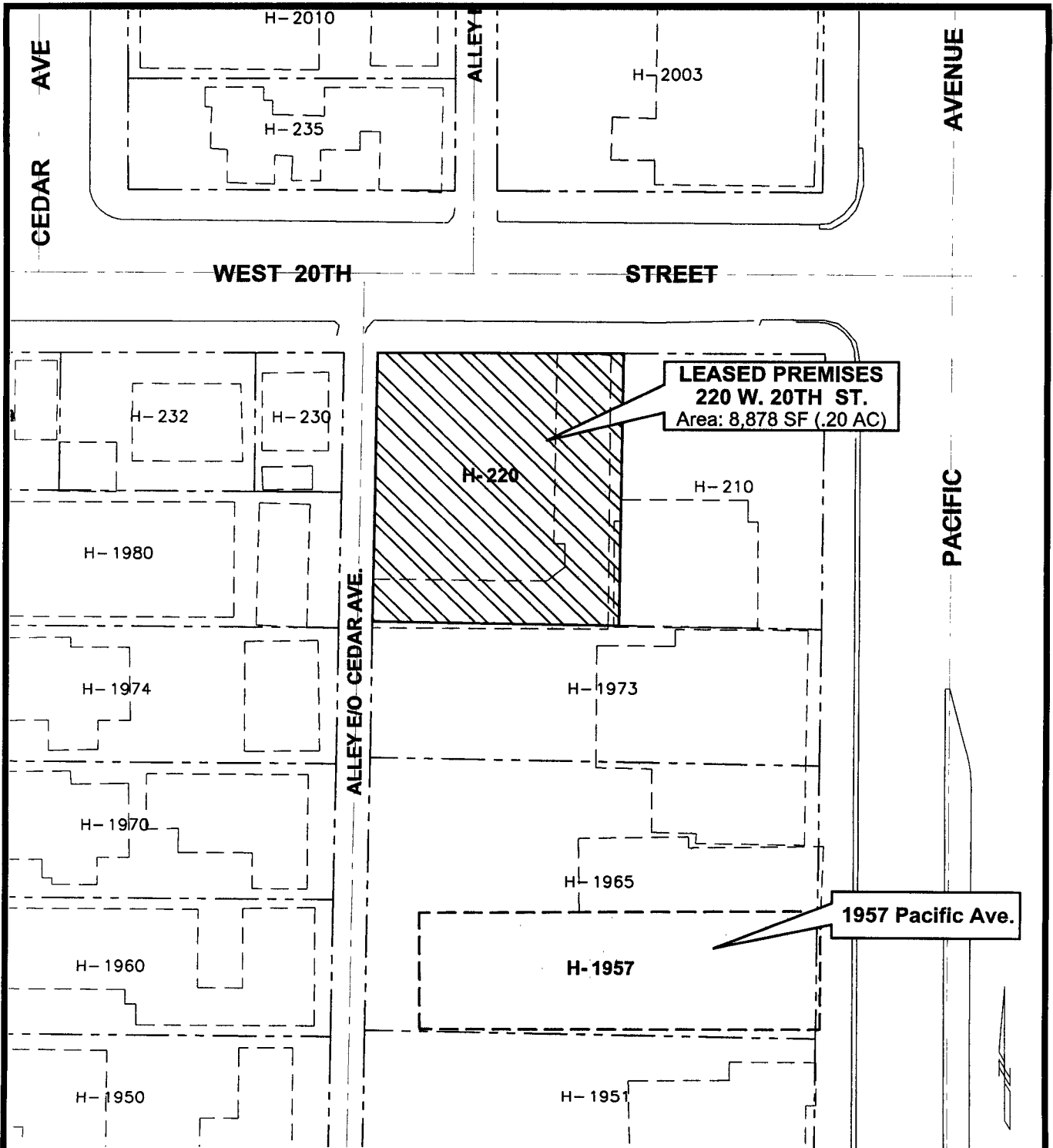


EXHIBIT “A”



CITY OF LONG BEACH - CALIFORNIA
 DEPARTMENT OF PUBLIC WORKS, ENGINEERING BUREAU

**LEASED PREMISES - 220 WEST 20th STREET
 VICINITY MAP**