## Kobert E. Shannon City Attorney of Long Beach 333 West Ocean Boulevard ong Beach, California 90802-4664 Telephone (562) 570-2200

## THIRD AMENDMENT TO LEASE NO. 27279

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THIS THIRD AMENDMENT TO LEASE is made and entered, in duplicate, as of May 1, 2006, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on May 9, 2006, by and between the CITY OF LONG BEACH, a municipal corporation ("Tenant"), and EDWIN WHITE, an individual ("Landlord").

- 1. <u>RECITALS</u>: This Third Amendment is made with reference to the following facts and objectives:
  - 1.1 The parties entered into Lease No. 27279 as of June 14, 2001 (as amended, the "Lease") whereby Tenant leased certain premises ("Premises") from Landlord for use as a neighborhood police center;
  - 1.2 The parties entered into a First Amendment to Lease No. 27279 as of February 4, 2003 whereby the parties amended the term of the Lease, among other things;
  - 1.3 The parties entered into a Second Amendment to Lease No. 27279 as of April 8, 2005 whereby the parties amended the term of the Lease, among other things; and
  - 1.4 Landlord and Tenant now wish to further amend the Lease as follows:
- 2. Section 4 is amended and restated in its entirety to read as follows:
  - "4. <u>Term/Termination</u>. The premises are leased to Tenant for a period of sixty-one (61) months commencing on May 1, 2001 and expiring on May 31, 2007. Tenant shall have the option to extend the term of this Lease for two (2) separate

and consecutive periods of one (1) year each. Tenant may exercise either or both options by giving Landlord at least sixty (60) days advance written notice. Notwithstanding the foregoing, if the Federal Community Development Block Grant Funds awarded to Tenant are eliminated or reduced the Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice to Landlord."

- 3. Section 5 is amended and restated in its entirety to read as follows:
  - "5. Rent. Tenant shall pay to Landlord as rent the sum of \$1,150.00 per month beginning June 1, 2006. If the first extension option described in Section 4 is exercised, then rent will increase to \$1,184.50 per month beginning with the first month of the first extension period and ending on the first anniversary thereof. If the second extension option described in Section 4 is exercised, then the rent will increase to \$1,220.04 per month beginning with the first month of the second extension period and ending on the first anniversary thereof."
- 4. Section 7 is amended and restated in its entirety to read as follows:
  - "7. Improvements and Repairs. Tenant, at its cost and expense, will maintain and keep in good order, condition and repair the Premises as the same were on the commencement date. Landlord, at its cost and expense, shall maintain and keep in good order, condition and repair the building in which the Premises are located."

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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n <u>5/11/06</u> before me,	ss.
n <u>5/11/06</u> before me,	<del></del> 1
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	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
SRWA D. NELSON  Completes # 1531632	capacity(ies), and that by his/ <del>her/thei</del>
Commission # 1551032 Notary Public - Cattlornia	signature(s) on the instrument the person(s), or
N. T. COUNTY	the entity upon behalf of which the person(s)
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Trustee	
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