

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
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LEASE

29409

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3 THIS LEASE ("**Lease**") is entered into this 15 day of November, 2005, in
4 duplicate pursuant to a Minute Order adopted by the City council of the City of Long Beach
5 at its meeting of November 22, 2005 between **LONG BEACH COMMUNITY**
6 **COLLEGE DISTRICT**, a Community College District ("**Landlord**"), and **THE CITY OF**
7 **LONG BEACH**.

8 In consideration of the covenants and conditions contained below, Landlord
9 agrees to lease to Tenant and Tenant agrees to lease from Landlord the real property
10 described below upon the following terms and conditions:

11 1. Premises. Landlord hereby leases to Tenant and Tenant hereby
12 leases from Landlord the premises shown on Exhibit "A" attached hereto and incorporated
13 herein by this reference ("**Premises**"). The Premises consist of approximately One
14 Thousand Five Hundred Nineteen (1500) parking spaces and consists of a portion of the
15 Veterans Stadium parking lot at the northwest corner of Clark Avenue and Conant Street.
16 Tenant agrees that access to the Premises shall be via the driveway entrance on Conant
17 Street which is closest to the corner of Conant Street and Clark Avenue.

18 2. Term. The term of this Lease ("**Term**") shall commence at 5:00 p.m.
19 on December 23, 2005 ("**Commencement Date**") and shall continue until 11:59 p.m. on
20 January 2, 2006 ("**Expiration Date**").

21 3. Rent.
22 (a) Minimum Rent. Tenant shall pay to Landlord as rent for the
23 Premises the amount of Four Thousand Four Hundred (\$4,400.00) Dollars ("**Minimum**
24 **Rent**"). Minimum Rent represents the product of Eight (\$8.00) Dollars times One
25 Thousand Five Hundred (1,500) parking spaces located on the Premises. In the event the
26 number of parking spaces reserved by Tenant is less than One Thousand Five Hundred
27 (1,500), the Minimum Rent shall be adjusted and computed on the basis of the actual
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1 number of parking spaces reserved for use by Tenant times Eight (\$8.00) Dollars.
2 Minimum Rent shall be paid within three (3) weeks of the Commencement Date. If the
3 Commencement Date is other than the first day of a calendar month, Minimum Rent shall
4 be prorated based on a thirty (30) day month. All rental to be paid by Tenant to Landlord
5 shall be paid without deduction, offset, prior notice or demand at the address set forth
6 below Landlord's signature, or to such other person or address as Landlord may designate
7 in writing.

8 (b) Percentage Rent

9 (1) Net Revenues. In addition to the Minimum Rent, Tenant shall
10 pay to Landlord, an additional rental, at the time and in the manner herein specific,
11 Percentage Rental equal to fifty percent (50%) of the amount by which Tenant's Net
12 Revenues (as hereinafter defined) made in, upon the from the Premises exceeds the
13 Minimum Rent previously paid by Tenant.

14 (2) Revenue Reports. Within forty-five (45) days after the end of
15 the Term, Tenant shall furnish to Landlord a statement in writing, certified by Tenant to be
16 correct, showing the total Net Revenue made in, upon or from the Premises during the
17 Term, and shall accompany each such statement with a payment to Landlord equal to said
18 percentage of the amount by which the Net Revenue made in, upon or from
19 the Premises Rental paid by Tenant exceeds Minimum Rent.

20 (c) Definition of Net Revenues. The term "Net Revenue" as used in
21 this Lease shall mean: (A) the entire gross receipts of every kind and nature from sales,
22 services and rentals made in, upon or from the Premises, whether upon credit or for cash,
23 whether operated by Tenant or a concessionaire or other party; less (B) any rebates and/or
24 refunds to customers and the amount of all sales tax receipts which have to be accounted
25 for by Tenant to any government or governmental agency, less (C) the management fees,
26 if any, and employee wages and benefits, if any, incurred by Tenant directly in connection
27 with the operation and management of the Premises, less (D) the Minimum Rent provided
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1 above, provided, however, that (i) wages and benefits of any employee or manager who
2 does not devote substantially all of his or her employed time to the Premises shall include
3 only such wages and benefits as prorated to reflect the actual time spent by such
4 employee or manager on operating or managing the Premises; and (ii) any amount paid
5 by Tenant to a subsidiary or affiliate of Tenant for management or employee services at
6 the Premises shall be limited for purposes hereof to the extent the same do not exceed
7 the costs of such services rendered by qualified, first-class unaffiliated third parties on a
8 competitive basis, and (E) any utility costs associated with the operation and management
9 of the Premises by Tenant.

10 (d) Books and Records. Tenant shall keep complete and proper books,
11 records and accounts of its daily Net Revenue. With reasonable prior notice, Landlord and
12 its agents and employees shall have the right at any and all times, during regular business
13 hours, to examine and inspect all of the books and records of Tenant pertaining to the
14 business of Tenant conducted in, upon or from the Premises, for the purpose of
15 investigating and verifying the accuracy of any statement of Net Revenue. Tenant shall,
16 within ten (10) days of Landlord's written request, send to Landlord copies of Tenant's
17 quarterly state sales tax reports applicable to the Term. Landlord may from time to time
18 cause an audit or review of the business of Tenant to be made by a certified public
19 accountant or other professional of Landlord's selection, and if the statement of Net
20 Revenue previously made to Landlord shall be found to be inaccurate, then there shall be
21 an adjustment and one party shall pay to the other within ten (10) days of demand such
22 sums as may be necessary to settle in full the accurate amount of said Percentage Rental
23 that should have been paid to Landlord for the period or periods covered by such
24 inaccurate statement or statements. Landlord shall be responsible for the cost of any such
25 audit, unless the audit shall disclose that Tenant's Net Revenue for the period of said audit
26 is five percent (5%) or more greater than the monthly reported New Revenue, then Tenant
27 shall immediately pay to Landlord the cost of such audit.

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5. Use. The Premises shall be used for long-term 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 Premises and only so much of the subsurface, if any, as is reasonably necessary for Tenant's use of the Premises as permitted herein.

6. Maintenance. Tenant shall at its expense keep the Premises reasonably neat and clean and in compliance with applicable laws.

7. Liens. Tenant shall keep the Premises free of mechanic's or materialman's liens for any work done, labor performed or material furnished at the Premises by or on behalf of Tenant.

8. Condition of Premises. Except as provided herein, Tenant accepts the Premises "as is" and acknowledges that Landlord has not made any warranty or representation as to the condition of the Premises or the fitness of the Premises for any intended purpose. Landlord shall, at its sole cost and expense, fill any existing potholes on the Premises prior to commencement of the Original Term. All other improvements to the Premises, including fencing, signage, slurry sealing, restriping of parking stalls and the installation of parking control equipment shall be made by Tenant at its sole cost and expense. Tenant may also clean the surface parking lot, realign the bumper stops, and add a surveillance camera. Tenant may remove any parking control equipment installed pursuant to this Section 8 at its own cost upon expiration or earlier termination of this Lease, or sooner at its option.

9. Improvements. Except as set forth herein, Tenant shall not erect any improvements on the premises without the prior written approval of Landlord.

10. Utilities. Landlord shall provide all utilities to the Premises, which are reasonably necessary for the operation of the Premises as a parking lot. The utilities to be provided do not include water.

11. Discrimination. Subject to applicable laws, rules, and

1 regulations, Tenant shall not discriminate against anyone on the basis of age, sex, sexual
2 orientation, AIDS, HIV status, marital status, race, religion, creed, ancestry, national origin,
3 disability, or handicap in the use of the Premises.

4 12. Notices. Any notice required hereunder shall be in writing and
5 personally served or deposited in the U. S. Postal Service, first class, postage prepaid to
6 Tenant at 333 West Ocean Blvd. attention City Manager, 13th Floor, Long Beach , CA
7 90802, with a copy to the attention of The City Attorney of the City of Long Beach at 333
8 West Ocean Blvd. 11th Floor, Long Beach CA 90802, and to Landlord at Long Beach
9 Community College District, Attention Executive Vice President of Administrative Services,
10 4901 East Carson Street, Long Beach, CA 90808. Notice shall be deemed effective two
11 (2) days after the date of mailing or on the date personal service is obtained, whichever
12 first occurs. Change of address shall be given as provided herein for notices.

13 13. Indemnification. Tenant shall defend, indemnify and hold
14 Landlord harmless from all claims, demands, damages, causes of action, losses, liability,
15 of any kind or nature whatsoever (claims") for injury to or death of persons or damage to
16 or loss of any personal or real property occurring in, on, or about the Premises arising from
17 the negligence or willful misconduct of Tenant, Tenant's employees, agents,
18 representatives or invitees or arising from misuse of the Premises by Tenant, Tenant's
19 employees, agents, representatives or invitees, or any claims arising from any breach of
20 this Lease by Tenant.

21 14. Insurance. Tenant shall, at Tenant's sole expense, obtain and keep
22 in force at all times during the term of this Lease, the following policies or insurance:

23 14.1 Coverage equivalent to ISO form CG 00 01 11 88 (Commercial
24 General Liability) Insurance or Self-Insurance that shall include the Landlord as an
25 additional insured with coverage equivalent to an ISO form CG 20 26 11 85 in an
26 amount of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate.

27 14.2 Coverage equivalent to ISO form CA 00 01 (Commercial
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1 Automobile) Insurance or Self-Insurance in an amount of One Million Dollars
2 (\$1,000,000) combined single limit (CSL) per accident for bodily injury and property
3 damage covering owned, non-owned, and hired automobiles. This shall also cover
4 garage keepers legal liability with limits of Fifty Thousand Dollars (\$50,000).

5 14.3 Worker's compensation coverage that complies with the Labor
6 Code of the State of California, and any other applicable rules, regulations,
7 ordinances and disability benefit acts.

8 14.4 Property Insurance covering the Tenant's personal property
9 from "All Risk" perils of loss (excluding flood, earthquake, and terrorism) which is
10 brought onto or kept on the Premises on a replacement cost basis. This policy shall
11 have a deductible no larger than Tenant's most common, current Property Insurance
12 deductible.

13 14.5 Tenant shall deliver to Landlord certificates evidencing the
14 existence, coverage and amounts of such insurance or self-insurance within
15 seven (7) days after the commencement of the Lease and no later than the first day
16 upon which Tenant commences any preparation, improvement or operation upon
17 the Premises. No such policy shall be cancelable or subject to reduction of
18 coverage or other modification, except for reduction of limits due to claim activity,
19 except after thirty (30) days prior written notice to Landlord. Tenant shall, at least
20 thirty (30) days within the expiration of such policies, furnish Landlord with renewal
21 certificates or cover notes or binders of renewal thereof.

22 15. Assignment. Tenant shall not assign or transfer this Lease or any
23 interest herein, nor sublease the Premises or any part thereof without the prior written
24 consent of Landlord, which consent shall not be unreasonably withheld.

25 16. Possession. Tenant shall peaceably deliver possession of the
26 Premises to Landlord on the effective date of termination or expiration of this Lease. Upon
27 the termination or expiration of this Lease, Tenant shall return the Premises to the original
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1 condition that existed at the commencement of the Original Term, reasonable wear and
2 tear excepted. If, upon the termination or expiration of this Lease, Tenant fails to return
3 the Premises to the original condition, reasonable wear and tear excepted, Landlord may
4 use its own forces or engage the services of a third party to perform any work necessary
5 to return the Premises to the original condition and Tenant shall reimburse Landlord for all
6 reasonable expenses incurred in regards thereto. On giving notice of termination to
7 Tenant, Landlord shall have the right to re-enter and take possession of the Premises on
8 the effective date of termination.

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

12 18. Access. Landlord shall have the right of access to the Premises
13 at all reasonable times to inspect the Premises, to determine whether or not Tenant is
14 complying with the terms, covenants, and conditions of this Lease, and to serve, post, or
15 keep posted any notice.

16 19. Signs. Tenant shall not place, affix, maintain, or permit any
17 sign on the Premises without the prior written approval of Landlord. Any sign so approved
18 shall be maintained in good condition by Tenant at its sole cost and expense.

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

23 21. Obligations of Landlord. Landlord shall do all things necessary to
24 permit the Premises to be used for the purposes set forth in this Lease including complying
25 with all applicable laws and regulations including those, if any, of the City of Long Beach.
26 Notwithstanding the foregoing, Tenant, and not Landlord, shall be fully responsible for
27 performing, preparing, filing and/or serving any applications, notices, reviews, declarations,
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1 studies, reports or other documents necessary to satisfy any requirements arising from the
2 California Environmental Quality Act (CEQA).

3 22. Defaults. The failure by Tenant to perform any of the terms,
4 covenants, and conditions of this Lease shall constitute a default if said failure is not cured
5 within thirty (30) days after Landlord notifies Tenant in writing of said failure. If the default
6 cannot reasonably be cured in thirty (30) days, Tenant shall not be in default if Tenant
7 begins to cure within the thirty (30) day period and diligently prosecutes the corrective
8 action to completion. In the event of a default by Tenant, Landlord may immediately
9 terminate this Lease and Tenant's right to possession of the Premises. Landlord's notice
10 shall specify the default and shall demand that Tenant perform or quit the Premises. Such
11 notice shall not be deemed a forfeiture or termination of the Lease unless Landlord so
12 elects in the notice. The exercise by Landlord of one or more rights and remedies shall not
13 preclude Landlord's exercise of additional or different remedies for the same or any other
14 default by Tenant. Notwithstanding the forgoing, and except for Landlord's right to
15 terminate this Lease upon the Tenant's failure to transfer title to the Transferred Property
16 to Landlord within ninety (90) days of the Effective Date, Landlord shall not have any right
17 and hereby waives any right to terminate this Lease at any time and for any reason during
18 the Original Term. After the original term of this Lease, Landlord may, in its sole discretion
19 and for its own convenience, terminate this Lease upon giving sixty (60) days written notice
20 to Tenant.

21 23. No Agency. The relationship of the parties hereto is that of landlord
22 and tenant, and the parties agree that nothing contained in this Lease shall be deemed or
23 construed as creating a partnership, joint venture, association, principal-agent or
24 employer-employee relationship between them or between Landlord or any third person
25 or entity.

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

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

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LONG BEACH COMMUNITY COLLEGE DISTRICT, a Community College District

Dated: 11/15, 2005

By: [Signature]
Its: Executive Vice Pres

"LANDLORD"

CITY OF LONG BEACH, a municipal corporation

Dated: 12.1, 2003
2005

By: [Signature]
City Manager

"TENANT"

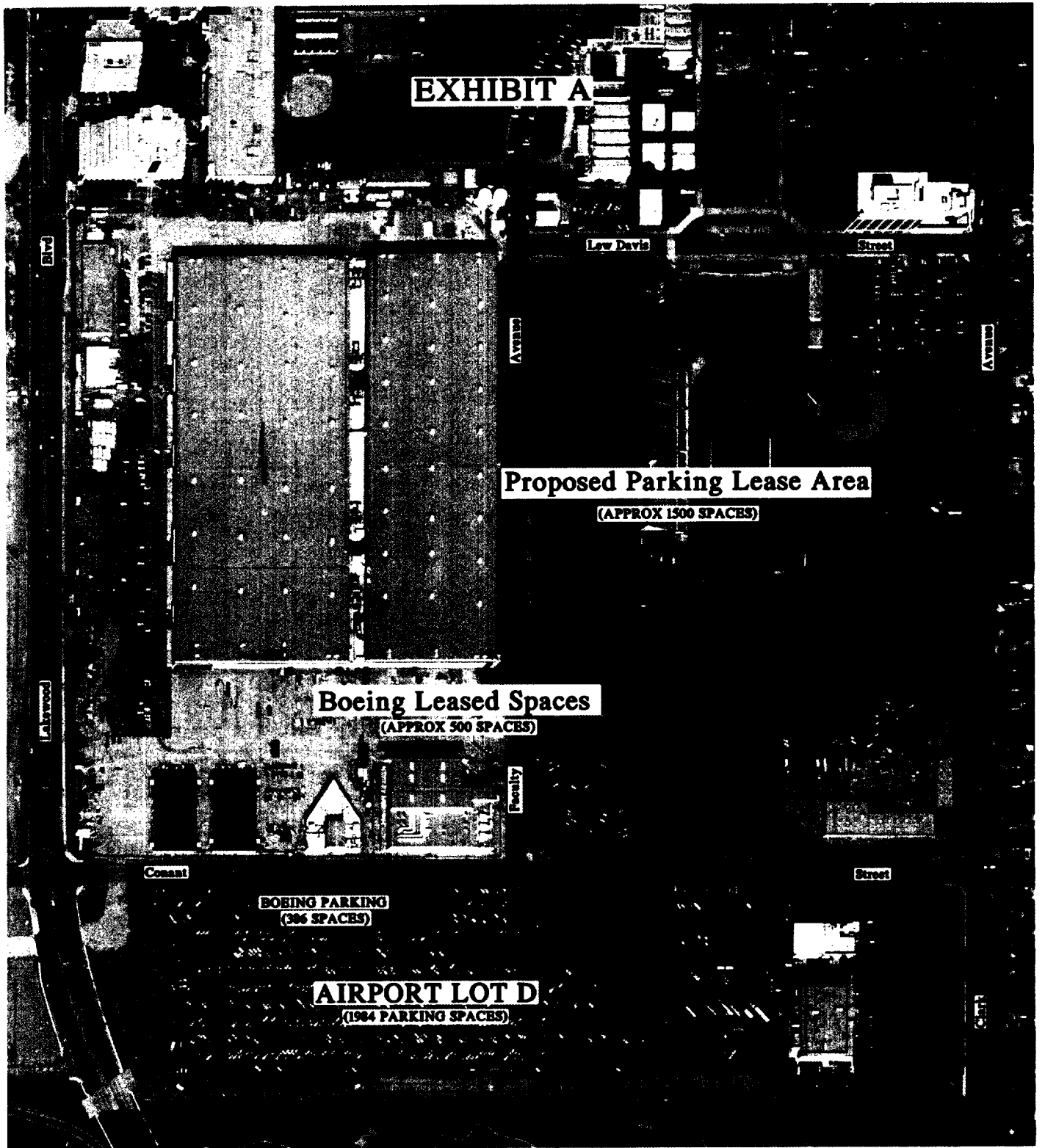
Approved as to form this 29th day of Nov, 2003.
29 2005

ROBERT E. SHANNON, City Attorney

By [Signature]
Everett L. Glenn, Deputy

ELG:cj 10/17/05 (LEASE/GRANT DEED) #05-04881
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EXHIBIT A



s.smith/public works/engineering

CITY OF LONG BEACH - CALIFORNIA
DEPARTMENT OF PUBLIC WORKS - CHRISTINE F. ANDERSEN DIRECTOR

Vicinity Map for
**Proposed City Leased Parking
at Veterans Stadium**