

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

1 LEASE

2 **30566**

3 THIS LEASE is made and entered, in duplicate, as of January 1, 2008
4 pursuant to a minute order of the City Council of the City of Long Beach adopted at its
5 meeting held on January 15, 2008, by and between Raquel Martinez, whose address is
6 P.O. Box 39998, Downey, CA 90239 ("Landlord"), and the CITY OF LONG BEACH, a
7 municipal corporation, whose address is 333 W. Ocean Boulevard, 3rd Floor, Long
8 Beach, California 90802, Attention: Property Services Bureau Manager ("Tenant").

9 Landlord and Tenant, in consideration of the mutual terms, covenants, and
10 conditions herein, agree as follows:

11 1. Premises. Landlord hereby leases to Tenant and Tenant hereby
12 accepts and leases from Landlord those certain premises containing approximately 414
13 rentable square feet (the "Premises") located within the building located at 2132 E. 4th
14 Street (the "Building"), such premises being more particularly depicted in Exhibit "A"
15 attached hereto.

16 2. Term. The term of this Lease shall commence on January 1, 2008, and
17 shall terminate at midnight on December 31, 2009. The term of this Lease may be
18 extended for one additional period of two (2) years on request by Tenant and upon the
19 mutual agreement by Tenant and Landlord of the monthly rent to be paid during the
20 extension period, and, in that event, the parties shall execute an amendment to this
21 Lease that extends the term.

22 3. Rent. From the date of this Lease through December 31, 2008, Tenant
23 shall pay to Landlord a monthly rental payment equal to Nine Hundred Twenty-Five and
24 No/100 (\$925). From January 1, 2009 through December 31, 2009, Tenant shall pay to
25 Landlord a monthly rental payment equal to Nine Hundred Seventy-One and 25/100
26 Dollars (\$971.25). Rental payments due during the extension period shall be mutually
27 agreed upon by Tenant and Landlord prior to Tenant's exercise of its extension option.
28

1 4. Use. The Premises shall be used for general office purposes by any
2 City agency or department. The Premises shall be used for other legally permitted uses
3 consistent with the character and zoning of the Building if Landlord approves of such
4 other legally permitted use, which approval shall not be unreasonably withheld.

5 5. Tenant's Maintenance Obligations. Tenant shall keep the Premises in a
6 neat, safe and sanitary condition. Tenant shall, at its own cost and expense, provide
7 routine janitorial service to the Premises. All other maintenance and repairs not
8 specifically described immediately above shall be the responsibility of Landlord pursuant
9 to Section 6.

10 6. Landlord's Maintenance Obligations. Landlord shall, at its own cost and
11 expense, manage and maintain the Building and make all necessary repairs to the
12 Premises, including without limitation all surface and structural elements of the roof,
13 bearing walls and foundations of the Building, all electrical, plumbing, HVAC systems and
14 all other elements of the Building. If Landlord fails to maintain the Premises as required
15 herein, Tenant shall notify Landlord of such failure in writing.

16 7. Utilities. Tenant shall pay the monthly costs associated with electricity
17 services to the Premises. Landlord shall pay the monthly costs associated with water,
18 refuse collection, electricity services to all areas of the Building other than the Premises,
19 and all other utilities provided to the Premises.

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

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

27 No goods, merchandise, supplies, personal property, materials, or items of
28 any kind shall be kept, stored, or sold in or on the Premises which are in any way

1 explosive or hazardous. Tenant shall comply with California Health and Safety Code
2 Section 25359.7 or its successor statute regarding notice to Landlord on discovery by
3 Tenant of the presence or suspected presence of any hazardous material on the
4 Premises. "Hazardous Materials" means any hazardous or toxic substance, material or
5 waste which is or becomes regulated by the City, the County of Los Angeles, the State of
6 California or the United States government.

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

- 9 a. Failure to pay rent when due after ten (10) days written notice;
10 b. Failure to perform any of the terms, covenants, or conditions of
11 this Lease if said failure is not cured within thirty (30) days after written notice of said
12 failure. If the default cannot reasonably be cured in thirty (30) days, Tenant shall not be
13 in default if Tenant begins to cure within the thirty-day period and diligently proceeds to
14 cure to completion; or
15 c. Any attempted assignment, transfer, or sublease except as
16 approved by Landlord pursuant to Section 15.

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

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

- 25 a. Failure to perform any of the terms, covenants, or conditions of
26 this Lease if said failure is not cured within thirty (30) days after written notice of said
27 failure. If the default cannot reasonably be cured in thirty (30) days, Landlord shall not be
28 in default if Landlord begins to cure within the thirty-day period and diligently proceeds to

1 cure to completion.

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

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

13 13. Restoration. Tenant shall promptly notify Landlord of damage or
14 destruction to the Premises and the date of same. Landlord shall promptly make proof of
15 loss and proceed to collect all valid claims that Landlord may have against insurers or
16 others based on such damage or destruction. All amounts recovered as a result of said
17 claims shall be used first for the restoration of the Premises, which Landlord shall
18 promptly begin and diligently pursue so that the Premises are restored to substantially
19 the same condition as they were immediately before such damage or destruction. If
20 existing laws do not permit restoration, then Tenant may terminate this Lease by notice to
21 Landlord. Tenant shall have the right to abate rent to the extent that Tenant is denied
22 use of the Premises during restoration.

23 14. Condemnation. If the whole or any part of the Premises shall be taken
24 by any public or quasi-public authority under the power of eminent domain, then this
25 Lease shall terminate as to the part taken or as to the whole, if taken, as of the day
26 possession of that part or the whole is required for any public purpose, and on or before
27 the day of the taking Tenant shall elect in writing either to terminate this Lease or to
28 continue in possession of the remainder of the Premises, if any. All damages awarded

1 for such taking shall belong to Landlord, whether such damages be awarded as
2 compensation for diminution in value to the leasehold or to the fee provided, however,
3 that Landlord shall not be entitled to any portion of the award made for loss of Tenant's
4 business.

5 15. Assignment. Tenant shall not assign or transfer this Lease or any
6 interest herein, nor sublease the Premises or any part thereof (collectively referred to as
7 "transfer") without the prior written approval of Landlord.

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

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

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

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

21 20. Notice. Any notice required hereunder shall be in writing and
22 personally served or deposited in the U.S. Postal Service, first class, postage prepaid to
23 Landlord and Tenant at the respective addresses first stated above. 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 notice.

26 21. Waiver of Rights. The failure or delay of Landlord to insist on strict
27 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of
28 any right or remedy that Landlord may have and shall not be deemed a waiver of any

1 subsequent or other breach of any term, covenant, or condition herein. The receipt of
2 and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other
3 default but shall only constitute a waiver of timely payment of rent. Any waiver by
4 Landlord of any default or breach shall be in writing. Landlord's approval of any act by
5 Tenant requiring Landlord's approval shall not be deemed to waive Landlord's approval of
6 any subsequent act of Tenant.

7 22. Successors in Interest. This Lease shall be binding on and inure to the
8 benefit of the parties and their successors, heirs, personal representatives, transferees,
9 and assignees, and all of the parties hereto shall be jointly and severally liable hereunder.

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

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

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

23 26. Governing Law. This Lease shall be governed by and construed in
24 accordance with the laws of the State of California.

25 27. Integration and Amendments. This Lease represents and constitutes
26 the entire understanding between the parties and supersedes all other agreements and
27 communications between the parties, oral or written, concerning the subject matter
28 herein. This Lease shall not be modified except in writing signed by the parties and

1 referring to this Lease.

2 28. Joint Effort. This Lease is created as a joint effort between the parties
3 and fully negotiated as to its terms and conditions and nothing contained herein shall be
4 construed against either party as the drafter.

5 29. No Recordation. This Lease shall not be recorded.

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

8 31. Captions and Organization. The various headings and numbers herein
9 and the grouping of the provisions of this Lease into separate sections, paragraphs and
10 clauses are for convenience only and shall not be considered a part hereof, and shall
11 have no effect on the construction or interpretation of this Lease.

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

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

3 "Landlord"

4 Date: FEBRUARY 12, 2008

5 Raquel Martinez
6 RAQUEL MARTINEZ

7 "Tenant"

8 CITY OF LONG BEACH, a municipal
9 corporation

10 Date: February 26, 2008

11 By Suzanne **ASSISTANT**
12 City Manager

13 This Lease is hereby approved as to form this 13 day of February,
14 2008.

15 ROBERT E. SHANNON, City Attorney

16 By [Signature]
17 Deputy

18 07-05584

19 **EXECUTED PURSUANT**
20 **TO SECTION 301 OF**
21 **THE CITY CHARTER.**

22 OFFICE OF THE CITY ATTORNEY
23 ROBERT E. SHANNON, City Attorney
24 333 West Ocean Boulevard, 11th Floor
25 Long Beach, CA 90802-4664

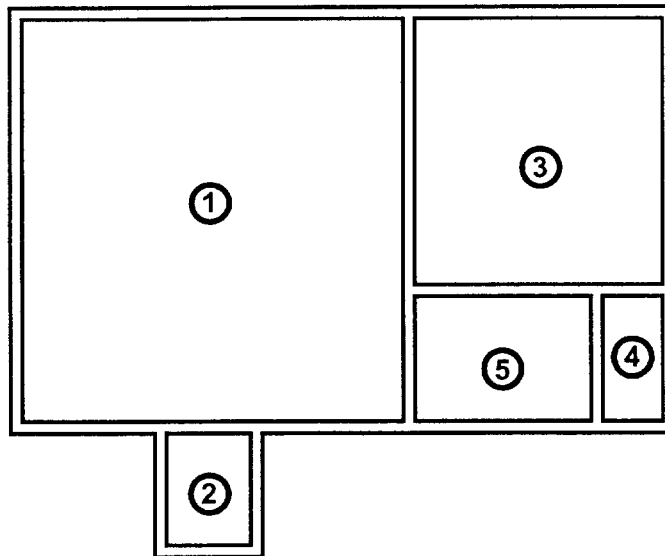
EXHIBIT "A"
REAL PROPERTY DEPICTION

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333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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2132 E. 4th Street



2nd District Field Office			
Measurement	Feet		Square Feet
① 15'10"x12'6"	15.833	12.5	197.9125
② 7'8"x3'4"	7.666	3.3333	25.5530778
③ 13'5"x11'	13.4166	11	147.5826
④ 3'10"x3'	3.833	3	11.499
⑤ 7'10"x4'	7.8333	4	31.3332
Total Area			413.8803778 SF

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

Vicinity Map and Area Layout of
2nd Council District Field Office
 2132 E. 4th Street