

27059

FIRST AMENDMENT TO LEASE NO. 27059

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2 This First Amendment to Lease No. 27059 ("Amendment") is made and
3 entered, in duplicate, between EAST VILLAGE PARTNERS, LLC, a California limited
4 liability company, as successor-by-assignment to Gregory R. Ginn ("Landlord"), and THE
5 HOUSING AUTHORITY OF THE CITY OF LONG BEACH, a public agency ("Tenant"),
6 pursuant to a minute order adopted by the Housing Authority Board of Commissioners at
7 its meeting on December 15, 2009.

8 WHEREAS, Landlord and Tenant previously entered into a Lease dated
9 October 10, 2000 (the "Lease"), and all capitalized terms used herein and not otherwise
10 defined shall have the meanings given them in the Lease; and

11 WHEREAS, Landlord and Tenant now desire to amend the Lease to,
12 among other things, extend the term of the Lease;

13 NOW, THEREFORE, Landlord and Tenant mutually agree as follows:

14 1. This Amendment shall be effective as of the date on which this
15 Amendment is executed by both parties.

16 2. The term of the Lease is hereby extended for a period of five (5)
17 years, beginning April 1, 2010 and ending March 31, 2015 (the "Extension Term").

18 3. Tenant shall pay to Landlord annual rent for the 35 spaces available
19 on the Property as follows: Twenty-Three Thousand Nine Hundred Forty Dollars
20 (\$23,940) for the first year of the Extension Term; Twenty-Four Thousand Six Hundred
21 Fifty-Eight Dollars (\$24,658) for the second year of the Extension Term; Twenty-Five
22 Thousand Three Hundred Ninety-Eight Dollars (\$25,398) for the third year of the
23 Extension Term; Twenty-Six Thousand One Hundred Sixty Dollars (\$26,160) for the
24 fourth year of the Extension Term; and Twenty-Six Thousand Nine Hundred Forty-Five
25 Dollars (\$26,945) for the fifth and final year of the Extension Term.

26 4. Landlord, at Landlord's sole cost and expense, shall (i) slurry coat
27 and re-stripe the Property, (ii) make repairs necessary (if any) to ensure that perimeter
28 fencing around the property is in good working order, and (iii) make any repairs

OFFICE OF THE CITY ATTORNEY
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333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 necessary (if any) to ensure that all lighting on the Property is in good working order.

2 5. Tenant shall have use of the parking spaces from Monday through
3 Friday, beginning each day at 7:00am until 6:00pm.

4 6. All terms, covenants, and conditions of the Lease and amendments
5 thereto, except as amended herein, shall remain unchanged and in full force and effect.

6 IN WITNESS WHEREOF, the parties hereto have executed this
7 Amendment.

8 "Tenant"

9 THE HOUSING AUTHORITY OF THE CITY OF LONG
10 BEACH, a public agency

11 By: [Signature] Assistant City Manager

12 Name: Patrick H. West

13 Title: City Manager

14 "Landlord"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

15 EAST VILLAGE PARTNERS, LLC,
16 a California limited liability company

17 By: [Signature]

18 Name: RICHARDO LEWIS, JR.

19 Title: MANAGER

20 Approved as to form this 8 day of January, ²⁰¹⁰2009.

21 ROBERT E. SHANNON, City Attorney

22 By: [Signature]
23 Deputy

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