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LEASE

30378

THIS LEASE ("Lease") is entered into this 1st day of November, 2007, in duplicate pursuant to a Minute Order adopted by the City Council of the City of Long Beach at its meeting of October 23, 2007 between **LONG BEACH COMMUNITY COLLEGE DISTRICT**, a Community College District ("Landlord"), and the **CITY OF LONG BEACH** ("Tenant").

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

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises shown on Exhibit "A" attached hereto and incorporated herein by this reference ("Premises"). The Premises shall consist of approximately seven hundred fifty (750) parking spaces located in the northeast portion of the Veterans Stadium parking lot. Not later than thirty (30) days prior to the Commencement Date (as defined in Section 2), Tenant shall notify Landlord of the number of parking spaces Tenant will require during the Term (as defined in Section 2), and such number of spaces shall comprise the Premises for the Term. Tenant agrees that access to the Premises shall be via the driveway entrance on Conant Street which is closest to the corner of Conant Street and Clark Avenue.

2. Term. The term of this Lease (the "Term") shall commence on December 21, 2007 (the "Commencement Date") and shall continue through and inclusive of January 1, 2008 (the "Expiration Date"). Notwithstanding the above, Landlord shall have the right, upon advance written notice to Tenant, to immediately terminate this Lease due to an emergency situation which reasonably requires Landlord to make the Premises, or a portion thereof, available to another entity.

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1 3. Rent.

2 (a) Base Rent. Tenant shall pay to Landlord as base rent for the Premises
3 an amount equal to the product of Eight Dollars (\$8.00) times the number of parking
4 spaces comprising the Premises, prorated for a 30-day month, and multiplied by the
5 number of days in the Term ("Base Rent"). For example, if seven hundred fifty (750)
6 spaces are reserved by Tenant, the Base Rent shall be \$8.00 multiplied by 750 spaces
7 (\$6,000), divided by 30 days (\$200/day), and multiplied by twelve days, which equals
8 \$2,400. Base Rent shall be paid no later than sixty (60) days after the Expiration Date.
9 All rental to be paid by Tenant to Landlord shall be paid without deduction, offset, prior
10 notice or demand at the address set forth below Landlord's signature, or to such other
11 person or address as Landlord may designate in writing.

12 (b) Percentage Rent

13 (1) Net Revenues. In addition to the Base Rent, Tenant shall pay to
14 Landlord an additional rental at the time and in the manner herein specified. Percentage
15 Rental shall be equal to fifty percent (50%) of the amount by which Tenant's Net Revenue
16 (as hereinafter defined) made in, upon or from the Premises exceeds the Base Rent to be
17 paid by Tenant.

18 (2) Revenue Reports. Within sixty (60) days after the Expiration Date,
19 Tenant shall furnish to Landlord a statement in writing, certified by Tenant to be correct,
20 showing the total Net Revenue made in, upon or from the Premises during the Term, and
21 shall accompany each such statement with a payment to Landlord equal to said
22 percentage of the amount by which the Net Revenue made in, upon or from the Premises
23 Rental paid by Tenant exceeds the Base Rent.

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

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

5 4. Use. The Premises shall be used for long-term parking of motor
6 vehicles and for such other purposes as are associated with the parking of motor vehicles.
7 The parties agree that this Lease covers only the surface of the Premises and only so
8 much of the subsurface, if any, as is reasonably necessary for Tenant's use of the
9 Premises as permitted herein.

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

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

15 7. Condition of Premises. Except as provided herein, Tenant accepts the
16 Premises "as is" and acknowledges that Landlord has not made any warranty or
17 representation as to the condition of the Premises or the fitness of the Premises for any
18 intended purpose. Landlord shall, at its sole cost and expense, fill any existing potholes
19 on the Premises prior to the Commencement Date. All other improvements to the
20 Premises, including fencing, signage, slurry sealing, restriping of parking stalls and the
21 installation of parking control equipment shall be made by Tenant at its sole cost and
22 expense. Tenant may also clean the surface parking lot, realign the bumper stops, and
23 add a surveillance camera. Tenant may remove any parking control equipment installed
24 pursuant to this Section 7 at its own cost upon the Expiration Date or earlier termination
25 of this Lease, or sooner at its option.

26 8. Improvements. Except as set forth herein, Tenant shall not erect any
27 improvements on the premises without the prior written approval of Landlord.
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1 9. Utilities. Landlord shall provide all utilities to the Premises, which are
2 reasonably necessary for the operation of the Premises as a parking lot. The utilities to
3 be provided do not include water.

4 10. Discrimination. Subject to applicable laws, rules, and regulations,
5 Tenant shall not discriminate against anyone on the basis of age, sex, sexual orientation,
6 AIDS, HIV status, marital status, race, religion, creed, ancestry, national origin, disability,
7 or handicap in the use of the Premises.

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

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

25 13. Insurance. Tenant shall, at Tenant's sole expense, obtain and keep in
26 force at all times during the Term of this Lease, the following policies or insurance:

27 13.1 Coverage equivalent to ISO form CG 00 01 11 88 (Commercial
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1 General Liability) Insurance or Self-Insurance that shall include the Landlord as an
2 additional insured with coverage equivalent to an ISO form CG 20 26 11 85 in an
3 amount of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate.

4 13.2 Coverage equivalent to ISO form CA 00 01 (Commercial
5 Automobile) Insurance or Self-Insurance in an amount of One Million Dollars
6 (\$1,000,000) combined single limit (CSL) per accident for bodily injury and property
7 damage covering owned, non-owned, and hired automobiles. This shall also cover
8 garage keepers legal liability with limits of Fifty Thousand Dollars (\$50,000).

9 13.3 Worker's compensation coverage that complies with the Labor
10 Code of the State of California, and any other applicable rules, regulations,
11 ordinances and disability benefit acts.

12 13.4 Property Insurance covering the Tenant's personal property
13 from "All Risk" perils of loss (excluding flood, earthquake, and terrorism) which is
14 brought onto or kept on the Premises on a replacement cost basis. This policy shall
15 have a deductible no larger than Tenant's most common, current Property Insurance
16 deductible.

17 13.5 Tenant shall deliver to Landlord certificates evidencing the
18 existence of coverage with additional insured endorsement and amounts of such
19 insurance or self-insurance within seven (7) days after the Commencement Date
20 and no later than the first day upon which Tenant commences any preparation,
21 improvement or operation upon the Premises. No such policy shall be cancelable
22 or subject to reduction of coverage or other modification, except for reduction of
23 limits due to claim activity, except after thirty (30) days prior written notice to
24 Landlord. Tenant shall, at least thirty (30) days within the expiration of such
25 policies, furnish Landlord with renewal certificates or cover notes or binders of
26 renewal thereof.

27 14. Assignment. Tenant shall not assign or transfer this Lease or any
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1 interest herein, nor sublease the Premises or any part thereof without the prior written
2 consent of Landlord, which consent shall not be unreasonably withheld.

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

14 16. Attorney's Fees. In any action or proceeding relating to this Lease, the
15 prevailing party shall be entitled to its costs, including reasonable attorney's fees.

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

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

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

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

7 21. Defaults. In the event of a failure by Tenant to perform its obligations
8 hereunder, Landlord may immediately terminate this Lease and Tenant's right to
9 possession of the Premises. Landlord's notice shall specify the default and shall demand
10 that Tenant perform or quit the Premises. Such notice shall not be deemed a forfeiture or
11 termination of the Lease unless Landlord so elects in the notice. The exercise by Landlord
12 of one or more rights and remedies shall not preclude Landlord's exercise of additional or
13 different remedies for the same or any other default by Tenant.

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

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

LONG BEACH COMMUNITY COLLEGE DISTRICT, a Community College District

Dated: Nov 15, 2007

By: [Signature]

Its: VICE PRESIDENT, ADMIN. SERV.

Contracts Management; G-4
4901 E. Carson Street
Long Beach, California 90808

"LANDLORD"

CITY OF LONG BEACH, a municipal corporation

Dated: 12/11, 2007

By: [Signature]
City Manager

"TENANT"

Approved as to form this 27 day of November, 2007.

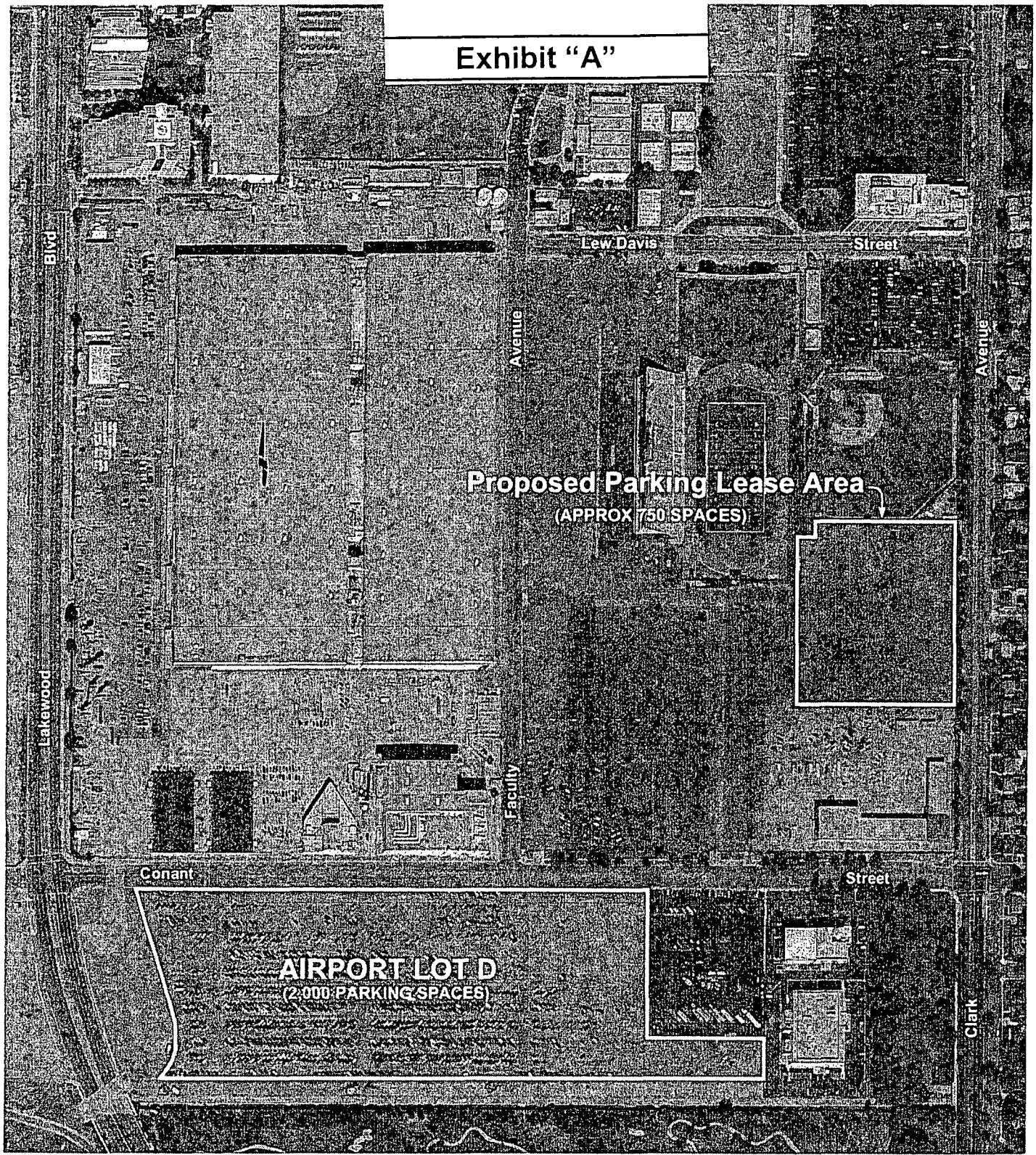
ROBERT E. SHANNON, City Attorney

By: [Signature]
Richard F. Anthony, Deputy

RFA:abc 10/11/06 (LEASE/GRANT DEED) #06-03432
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Exhibit "A"



s.smith/public works/engineering 10-11-07

CITY OF LONG BEACH - CALIFORNIA
DEPARTMENT OF PUBLIC WORKS - CHRISTOPHER J. GARNER, ACTING DIRECTOR

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