

LE A S E

THIS LEASE, made this 19th day of April 1965, by and between the CITY OF COSTA MESA, a Municipal Corporation; and the BOY'S CLUB OF THE HARBOR AREA, INC., a California non-profit corporation hereafter respectively referred to as Lessor and Lessee without regard to number or gender.

WITNESSETH:

I - USE

Lessor hereby leases to Lessee, and Lessee hires from Lessor for the purpose of conducting therein a supervised recreational and activities program for male youths between the ages of eight and eighteen, those certain premises as hereinafter set forth.

II - DEMISED PREMISES

The premises leased to Lessee are hereinafter referred to as the Demised Premises. The Demised Premises are described on "Exhibit A," attached hereto and made a part hereof.

III - TERM

The term of this lease shall be for a period of fifty (50) years.

The term of this lease and Lessee's obligation to pay rent shall commence upon completion of the Demised Premises as provided hereinafter under "Performance."

Lessee shall have the option to extend this lease for an additional term of forty-eight (48) years by giving Lessor twelve (12) months written notice, prior to the end of the term of this lease, of its intention to exercise said option.

IV - PERFORMANCE

Lessee shall complete and submit to Lessor for approved detailed working drawings and specifications for the construction of the

ATTORNEYS AT LAW
1800 ADAMS
P. O. Box 1730
COSTA MESA, CALIFORNIA 92627
540-0950

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1 Demised Premises. Lessor shall not unreasonably refuse to approve
2 said drawings and shall approve same within forty-five days after
3 they have been submitted for approval.

4 Lessee shall upon mutual approval of said plans and specifi-
5 cations, proceed within thirty days to bid said Demised Premises.

6 On receipt of an acceptable bid, Lessee shall diligently
7 prosecute construction of the Demised Premises until completion.

8 In the event such bidding is not undertaken Lessor shall
9 have the right to cancel this lease and be released and discharged
10 from any and all responsibility hereunder.

11 It is mutually agreed that the working drawings and
12 specifications shall provide for, but not necessarily be li-
13 mited to, the following, as listed on Exhibit B, attached hereto
14 and made a part hereof.

15 V - FIRE INSURANCE

16 Lessee shall maintain in full force, fire insurance with
17 extended coverage on the Demised Premises to the extent of eighty
18 per cent of the insurable value of the building. Lessee shall have
19 included in the policy or policies of fire insurance procured by him,
20 standard waiver of right of subrogation against the Lessor by the
21 insurance company issuing said policy or policies.

22
23 VI - PUBLIC LIABILITY INSURANCE

24 Lessee agrees at its sole expense to maintain in force during
25 the term of this lease full comprehensive public liability
26 insurance, insuring against any and all claims for injuries to per-
27 sons or property occurring in, upon, or about the Demised Premises.
28 Said policy shall have limits of not less than \$500,000.00 and
29 \$1,000,000.00 for injuries to person or persons, and not less than
30 \$150,000.00 for property damage. Lessee shall upon demand of the
31 Lessor supply Lessor with a copy or with a certificate of insurance
32 of such policy.

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VII - RENTAL

Lessee agrees to pay to Lessor as rental for said Demised Premises during the full term of the lease as described in Section III above, the sum of fifty-one dollars. Said sum should be paid by the Lessee in yearly installments of one dollar. Said installments shall be paid by the tenth day of the month.

VIII - REPAIR AND MAINTENANCE

Lessee shall at its own cost and expense keep, maintain and repair the exterior and interior of the Demised Premises together with the parking area, landscaping, and mechanical equipment.

Lessee shall also furnish all janitorial services, including cleaning, vacuuming, dusting, etc., in addition to furnishing all labor, materials, and equipment necessary to perform said janitorial services.

IX - UTILITIES

Lessee shall be responsible for all charges for utilities supplied to the Demised Premises.

X - DESTRUCTION OF PREMISES

In the event of: (a) partial destruction of Demised Premises, or, (b) Demised Premises being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Lessee's act, use or occupation, except as otherwise provided herein, which declaration requires repairs to said Demised Premises, Lessor shall forthwith make such repairs within sixty days after the occurrence of said destruction or said declaration by said recognized public authority, but such destruction (including any destruction necessary in order to make repairs required by any such declaration) shall in no way render this Lease null and void. If such repairs cannot be made within the aforementioned sixty days, Lessee may at its option, terminate this lease.

1 XI - ALTERATIONS

2 Lessee may, having first obtained the consent of Lessor, make
3 such improvements and changes in the leased area, including but not
4 limited to the installation of such fixtures, partitions, counters,
5 shelving, and equipment in Demised Premises as Lessee may deem
6 necessary; and it is agreed that any such items attached to or
7 placed in or upon the Demised Premises shall be considered as
8 personal property and shall remain the property of Lessee, who
9 shall have the right to remove same within thirty days prior to
10 the expiration or prior termination of this lease.

11 XII - DEFAULTS AND REMEDIES

12 In the event of any breach of this lease by Lessee, Lessor
13 shall notify Lessee in writing of such breach, and Lessee shall
14 have thirty days in which to cure said breach, and if Lessee shall
15 fail to cure such breach or default within such time limit, Lessor
16 besides other rights or remedies given to either party by law,
17 shall have the immediate right of re-entry and may remove all
18 persons and property from the premises, and such property may be
19 removed and stored in a public warehouse at the cost of the Lessee.

20 XIII - HOLDING OVER

21 In the event the Lessee shall hold over after the term herein
22 created, then such holding shall be a tenancy from month to month
23 only, and governed by the same conditions and covenants as con-
24 tained in the lease.

25 XIV - NOTICES

26 All notices given, or to be given, by either party to the
27 other, shall be given in writing and shall be addressed to the
28 parties at the addresses hereinafter set forth or at such other
29 address as the parties may, be written notice, hereafter designate.
30 Notices and payments to Lessor, and Notices to Lessee shall be
31 addressed as follows:
32

1 TO: LESSOR

LESSEE:

2 City of Costa Mesa

Boy's Club of Harbor Area

3 City Hall, 695 W.19th Street

594 Center Street

4 Costa Mesa, California

Costa Mesa, California

5 XV - AMENDMENTS TO BE IN WRITING

6 This lease sets forth all of the agreements and understandings
7 of the parties and is not subject to modification except in writing.

8 XVI - REAL ESTATE TAXES

9 It is presumed that the Demised Premises is exempt from real
10 estate taxes under the provisions of Section 202 of the Revenue and
11 Taxation Code, and the Lessor will not be responsible for ad valorem
12 taxes to the Demised Premises. However, if ad valorem taxes are
13 levied against the Demised Premises they shall be cancelled or paid
14 by the Lessee.

15 XVII - ASSIGNMENT AND SUBLETTING

16 Lessee shall not assign this lease or any interest therein
17 or sublet any portion of the Demised Premises without the written
18 consent of Lessor.

19 XVIII - SUCCESSORS IN INTEREST

20 The covenants herein contained shall, subject to the provisions
21 as to assignment, apply to and bind the heirs, successors, executors,
22 administrators and assigns of all the parties hereto; and all of
23 the parties hereto shall be jointly and severally liable hereunder.

24 XIX - FORCE MAJEURE

25 If either party hereto shall be delayed or prevented from the
26 performance of any act required hereunder by reason of acts of God,
27 strikes, lockouts, labor troubles, inability to procure materials,
28 restrictive governmental laws or regulations or other cause without
29 fault and beyond the control of the party obligated (financial in-
30 ability excepted), performance of such act shall be excused for the
31 period of the delay and the period for the performance of any such
32 act shall be extended for a period equivalent to the period of such

1 delay; provided, however, nothing in this Section XIX contained
2 shall excuse Lessee from the prompt payment of any rental or other
3 charge required of Lessee hereunder except as may be expressly
4 provided elsewhere in this lease.

5 XX - PARTIAL INVALIDITY

6 If any term, covenant, condition or provision of this lease
7 is held by a court of competent jurisdiction to be invalid, void or
8 unenforceable, the remainder of the provisions hereof shall remain
9 in full force and effect and shall in no way be affected, impaired,
10 or invalidated thereof.

11 XXI - ABANDONMENT

12 If Lessee shall abandon or be dispossessed by process of law
13 or otherwise, any personal property belonging to Lessee and left
14 on the premises shall be deemed to have been transferred to Lessor,
15 and Lessor shall have the right to remove and to dispose of the
16 same without liability to account therefore to Lessee, or to any
17 person claiming under Lessee.

18 XXII - MARGINAL CAPTIONS

19 The various headings and numbers herein and the grouping of
20 the provisions of this Lease into separate Sections and paragraphs
21 are for the purpose of convenience only and shall not be considered
22 a part hereof.

23 XXIII - TIME

24 Time is of the essence of this lease.

25 IN WITNESS WHEREOF, the parties hereto have executed this
26 agreement the date shown opposite their respective signatures.

27 LESSOR:

28 CITY OF COSTA MESA, a Municipal
29 Corporation

30 By Robert M. Wilson
Mayor

31 Date: April 19, 1965

32 By L. K. Prich
City Clerk

LESSEE:

Boy's Club of Harbor Area, Inc.,
a non-profit organization

By: Orlando M. Kelly

President, Board of Directors

Date: 4/19/65

By: William R. Hartsell
Secretary