

AGREEMENT BETWEEN CITY OF LOS ANGELES
AND JANKOVICH COMPANY REGARDING
REVOCABLE PERMIT No. 12-11

This Agreement by and between the City of Los Angeles ("City") by and through its Board of Harbor Commissioners and The Jankovich Company ("Tenant") regarding Revocable Permit No. 12-11 ("RP 12-11" or "Permit") is made with respect to the following:

RECITALS

WHEREAS, City and Tenant entered into RP 12-11 on or about July 9, 2013 for certain premises within the Harbor District commonly known as Berth 74 as more particularly described in RP 12-11;

WHEREAS, Tenant, the operator of the only marine fueling station in the Port of Los Angeles, has stopped all operations under RP 12-11 and has moved its operations from the premises under RP 12-11 to premises under Permit No. 930 commonly known as Berth 73A as more particularly described in Permit No. 930, pursuant to the request of City in connection with the development of the San Pedro Public Market;

WHEREAS, Tenant is currently restoring the premises under RP 12-11 as required under said Permit, while it is concurrently conducting its marine fueling station operations under Permit 930 at Berth 73A; and

WHEREAS, Tenant and City have reached an agreement to suspend Fixed Minimum Rent payments for the vacant premises under RP 12-11 while Tenant is conducting restoration and concurrently paying rent under Permit No. 930 where Tenant is now conducting its marine fueling operations, in order for Tenant to not have to pay rent on two premises concurrently, under the following terms and conditions:

AGREEMENT

1. During this period of restoration of the premises under RP 12-11, the payment of Fixed Minimum Rent (as that term is defined under RP 12-11) by Tenant under RP 12-11 is suspended on the following conditions:
 - a. Tenant shall begin restoration by March 1, 2020 and remediation by July 1, 2020 and return the premises under RP 12-11 as required under Section 12 of said revocable permit to the satisfaction of City's Executive Director or his designee no later than December 8, 2020;
 - b. If Tenant fails to return the premises as required under subsection (a), above, Tenant shall pay all of the Fixed Minimum Rent that was suspended under this Agreement on December 9, 2020;

c. If Tenant returns the premises as required under subsection (a), above, the Fixed Minimum Rent payments that were suspended under this Agreement shall be excused.

2. The effective date of this agreement is December 9, 2019.

3. This Agreement is the fully integrated agreement of the subject matter herein.

THE CITY OF LOS ANGELES by its
Board of Harbor Commissioners

Dated: _____, 2020

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

THE JANKOVICH COMPANY,
a California corporation

Dated: 4-29, 2020

By: *Tom Jankovich*

TOM J. JANKOVICH, President

Attest: *Bill Pantley*
V.P.
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

4/30, 2020

MICHAEL N. FEUER, City Attorney

JANNA B. SIDLEY, General Counsel

By: *Estelle M. Braaf*
Estelle M. Braaf, Deputy

EMB:Its
(04/08/2020)