

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

LICENSE AGREEMENT

**31948**

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3 THE CITY OF LONG BEACH ("City") is the surface fee owner of the real  
4 property depicted on Exhibit "A" ("City Property") attached hereto and incorporated  
5 herein. City hereby grants to THE LONG BEACH YACHT CLUB, a California corporation  
6 ("Licensee"), a non-exclusive revocable license to use those areas of City Property  
7 depicted in Exhibit "A" ("Access Area") on the terms and conditions stated below,  
8 pursuant to a minute order adopted by the City Council of the City of Long Beach at its  
9 meeting held on November 16, 2010.

10 1. USE. Licensee, its members, employees, volunteers, and valid  
11 contractors (all of which shall be considered "Licensee" for purposes of this License  
12 Agreement), at their own cost, shall use the Access Area for the purpose of constructing,  
13 and thereafter using and maintaining, a trash bin enclosure. The structure shall be  
14 comprised of an approximately six-foot-high cinder block wall, shall not be significantly  
15 larger than twenty feet wide by 16 feet long, and shall otherwise comply with applicable  
16 regulations (including without limitation those promulgated by the California Coastal  
17 Commission). Any other uses shall be subject to the prior approval of the City Manager  
18 of the City or designee ("City Manager"), which may be withheld in his or her sole and  
19 absolute discretion. Licensee acknowledges and agrees that the Access Area shall also  
20 be used by City. In its use of the Access Area, Licensee shall not significantly interfere  
21 with or impede use of the City Property by City or members of the public. Licensee, at its  
22 own cost and expense, shall install a lock on the Access Area and shall otherwise secure  
23 the Access Area as necessary, and shall provide City with access to the Access Area to  
24 the extent necessary.

25 2. INITIAL TERM. The initial term of this License Agreement shall  
26 commence on November 16, 2010 and shall terminate automatically upon the earlier of  
27 (i) the date on which Licensee no longer operates a yacht club adjacent to the City  
28 Property or (ii) the trash bin structure on the Access Area no longer exists. This License

1 Agreement may be terminated by either party, at any time, for any reason, with thirty (30)  
2 days' advance written notice.

3           3.     FEE. Licensee shall make no monthly payments to City. In lieu  
4 thereof, Licensee shall provide facilities on Licensee's premises for use by the Marine  
5 Advisory Commission, which meetings shall be open to the public. Should the Marine  
6 Advisory Commission cease to hold its monthly meetings at Licensee's facilities for any  
7 reason, then Licensee and City shall negotiate in good faith to promptly establish a  
8 monthly license fee to thereafter be paid by Licensee to City.

9           4.     COMPLIANCE. Licensee shall comply with all City, state and  
10 federal laws, regulations, rules, codes, relating to the use of the Access Area, specifically  
11 including all laws regarding the transport and handling of petroleum products, by-  
12 products and hazardous materials. Notwithstanding anything to the contrary herein,  
13 failure to do so may result in immediate revocation or suspension of this License  
14 Agreement.

15           5.     PERMITS, LICENSES, AND TAXES. Licensee shall obtain, pay  
16 for and carry or display, as required, all permits or licenses required by law, regulation, or  
17 code for the use of the Access Area. In addition, Licensee shall pay all taxes which may  
18 be levied against Licensee's interest in the Access Area, including possessory interest  
19 taxes, if any.

20           6.     NUISANCE. Licensee shall not use the Access Area in any manner  
21 that will create a nuisance or unreasonable annoyance to the public. Licensee shall keep  
22 the Access Area in a safe and clean condition. No substance constituting a fire hazard or  
23 material detrimental to the public health shall be permitted or remain on the Access Area.

24           7.     UTILITIES. No utilities shall be provided to Licensee at the Access  
25 Area.

26           8.     INSPECTION. City shall have the right to observe and inspect  
27 Licensee's use of the Access Area at any time for the purpose of determining whether the  
28 Access Area is being used in compliance with the requirements of this License

1 Agreement, the law, regulations, codes and instructions.

2 9. TEMPORARY REVOCATION. City shall have a right to deny  
3 access by Licensee to the Access Area when the operations of City or its other licensees  
4 on the City Property reasonably require such temporary denial of access.

5 10. IMPROVEMENTS. Licensee shall not erect or maintain, or cause to  
6 be erected or maintained, any structure or improvements on the Access Area other than  
7 the trash storage area described in Section 1.

8 11. INSURANCE. Licensee shall procure and maintain the  
9 insurance required of it pursuant to that certain Lease by and between City and Licensee  
10 dated January 20, 1960 (the "Lease"), including all past and future amendments thereto,  
11 and said insurance shall be amended to the extent necessary so that coverages include  
12 the Access Area.

13 12. INDEMNIFICATION. Licensee shall defend, indemnify and hold  
14 harmless the City, its officials, employees and agents from and against any and all  
15 claims, demands, damages, losses, liability, causes of action, penalties, fines,  
16 proceedings, costs and expenses (including reasonable attorneys' fees) of any kind  
17 arising from the alleged acts or omissions of Licensee, its officers, employees, agents,  
18 volunteers, invitees or business visitors which alleged acts or omissions are connected in  
19 any way with the use of the Access Area.

20 13. ASSIGNMENT. Licensee shall not assign this License Agreement  
21 without the written consent of the City Manager, which consent may be withheld in the  
22 sole and absolute discretion of the City Manager; nor shall Licensee in any manner  
23 transfer or convey or grant any of the rights or privileges herein granted without said  
24 written consent. Licensee shall not sublicense the Access Area or any part thereof.  
25 Licensee shall not allow the Access Area to be used or occupied by any other person or  
26 entity, or for any other use than that specified herein.

27 14. NOTICE. Any notice required or desired hereunder shall be in  
28 writing and personally served or deposited in the U.S. Postal Service, certified, return

1 receipt, postage prepaid, to the City at (i) 333 West Ocean Boulevard, Long Beach,  
2 California 90802 Attn: City Manager (phone: (562) 570-6916 – fax (562) 570-7650), with  
3 a copy to (ii) 205 Marina Drive, Long Beach, California 90803 Attn: Marine Bureau  
4 Manager, and to Licensee at the address provided for notices in the Lease.

5 Change of address shall be given in the manner provided for notices.  
6 Notice shall be deemed received on the date shown on the certified, return receipt, or on  
7 the date personal service is obtained, whichever occurs first.

8 15. NON-RESPONSIBILITY. City shall not be responsible for and  
9 Licensee hereby waives all claims against the City for loss or damage by theft, fire, flood,  
10 burglary, vandalism or any other cause of any of Licensee's supplies, equipment and  
11 other property in, on or about the Access Area, including loss caused by City's  
12 negligence acts or omissions.

13 16. NO TITLE. Licensee acknowledges that, by this License Agreement,  
14 Licensee does not acquire any right, title or interest of any kind in the Access Area. City  
15 shall have and retain absolute and full control of the Access Area.

16 17. REVOCAION, SUSPENSION. This License Agreement may be  
17 revoked or suspended by the City Manager at any time that it is determined that the  
18 Licensee has violated any conditions of this License Agreement or any applicable code,  
19 law, rule or regulation, or that the City has evidence of unfair or bad faith dealing with the  
20 public or with the City by Licensee, or evidence of any action adversely affecting the  
21 health, welfare or safety of the public.

22 18. DEFAULT. In the event Licensee fails, neglects or refuses to  
23 perform any of the conditions of this License Agreement or otherwise defaults in  
24 performance and said default continues for a period of thirty (30) days after notice thereof  
25 to Licensee from City, then City may declare this License Agreement to be revoked. Any  
26 waiver by City of a default shall not be construed as, or constitute a waiver of, any  
27 subsequent default of the same or any other term.

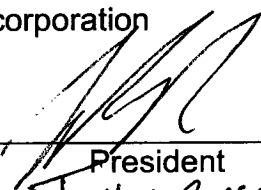
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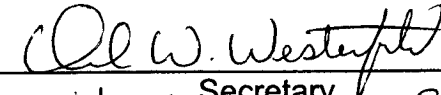
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IN WITNESS WHEREOF, the parties have executed this License Agreement on the respective dates set forth opposite their signatures.

THE LONG BEACH YACHT CLUB  
a California corporation

12-10, 2010

By   
President  
John Busch  
Type or Print Name

By   
Secretary  
David W. Westerfield  
Type or Print Name

"Licensee"

CITY OF LONG BEACH, a municipal corporation

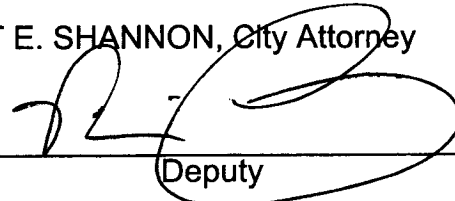
12/17, 2010

By   
City Manager

"City"

This Agreement is approved as to form on December 13, 2010.

ROBERT E. SHANNON, City Attorney

By:   
Deputy

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
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**Long Beach Yacht Club - 6201 East Appian Way (Site Map)**



**Disclaimer**

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