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TEMPORARY LICENSE

This Temporary License (this "License") is made by and between GCC Long Beach LLC, a Delaware limited liability company ("Licensor"), and City of Long Beach, a municipal corporation ("Licensee"), as of the date on which this License is executed by the last party as evidenced in Licensor's and Licensee's respective signature blocks (the "Effective Date"). Reference is hereby made to that certain Lease dated September 1, 2020 in respect of certain premises forming part of the land locally known as 2019 E. Wardlow Road, Long Beach, CA (the "Lease Agreement"), by and between Licensor and Licensee. All initially capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Lease Agreement.

In consideration of the mutual covenants and agreements set forth herein, the sum of One Dollar (\$1) paid from Licensee to Licensor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows: Licensor hereby grants Licensee a temporary, nonexclusive, revocable, nontransferable license to use that certain parking lot area depicted on Exhibit A attached hereto (the "License Area") at Licensor's property locally known as 2019 E. Wardlow Road, Long Beach, CA. Licensee may use the License Area exclusively for fire apparatus driver training and driver testing and purposes normally incident to such use, provided conducted in accordance with all applicable laws and regulations, but which shall not include any loading or fueling nor any use, storage or release of aqueous fire-fighting foams ((including, without limitation, substances containing per- and poly-fluoroalkyl substances (PFOA/PFAS)) ("Permitted Use"), and for no other purpose or use. Except as specifically set forth herein, the license and use of the License Area shall be subject to all of the covenants, terms and conditions of the Lease Agreement, including, without limitation, those relating to (a) the use and storage of Hazardous Substances, and (b) Licensee's release, indemnity and insurance obligations, as if set forth herein, and interpreted for purposes hereof as if the License Area was the "Premises," Licensee the "Lessee" and Licensor the "Lessor".

The use of the License Area by Licensee is subject to the following additional covenants, terms and conditions:

1. The term of this License shall commence on **May 10, 2021** and shall expire on **June 25, 2021**, unless sooner terminated hereunder and provided that should the Lease Agreement terminate for any or no reason prior to the termination or expiry of this License, this License shall thereupon automatically terminate as of such date. Licensee shall have no right to extend the term hereof or engage in any holdover (or conduct that would be a holdover were this Agreement a lease). Licensee agrees that all activities at the License Area carried out in connection with the Permitted Use, from preparation through clean-up, shall take place only in the License Area and only within the term set forth above. If Licensee ceases to use and completes the removal of any Licensee personal property and restoration of the License Area before the end of the term set forth above, this License shall automatically be deemed terminated, as if the term had lapsed but there shall be no refund to Producer of license fee, paid by Licensee.

2. Subject to the terms and conditions of this License, Licensee shall be permitted to permit Licensee's representatives, employees, potential employees, contractors, agents and such other persons it may authorize or designate rights of access to enter upon and to use the License Area for purposes reasonably related to the Permitted Use during the term set forth in Section 1 above, as applicable; provided that Licensee shall be fully responsible and liable for the acts, omissions and negligence of any and all persons it permits to access and use the License Area and Licensor's property pursuant to any access Licensee permits, and any sublicense or other arrangement.

3. Licensee shall use the License Area in such a way as to fully accommodate and coordinate with, any contractors, tenants or licensees of Licensor that may be active, from time to time. There is hereby expressly reserved unto Licensor the right of access to the License Area, including the right for Licensor, its licensees, sublicensees, lessees, sublessees, contractors, invitees, lessees, prospective lessees, lenders, purchasers, prospective purchasers and guests to enter, use and pass through the License Area, for any purpose.

4. Licensee agrees that this License is not a contract of bailment and that Licensor shall not be liable for loss of or damage to any property or any apparatus or accessories thereto, or any property left in the License Area, or elsewhere at the Licensor property, whether resulting from fire, theft, vandalism, accident, conduct of other users of the License Area or the Licensor property, or other persons or any other casualty or cause. Licensee has inspected the License Area abutting the same and accepts the License Area, in its "AS IS" condition, provided that if damage or need for repair, replacement or maintenance arises as a result of any act or omission of Licensee (other than reasonable wear and tear) or vandalism or act or omission or damage of any persons Licensee admits or permits to enter onto the Licensor property, such damage or loss shall be repaired or replaced by Licensor at Licensee's sole cost and expense. Licensee agrees to leave the Licensor property and License Area, and all its items and systems located thereon, in as good order and condition as they were immediately prior to any use pursuant to this License, reasonable wear and tear excepted, and to pay for any damage that may occur through use of the License Area by Licensee or any person Licensee permits to access or enter the Licensor property.

5. Licensee alone is responsible for the cost and expense of performing all work associated with the Permitted Use, and for the cost and expense of restoring or repairing the Licensor property and performing all Licensee's obligations, as set forth in this License. In the event of any dispute as to whether damage has occurred to the Licensor property, including, without limitation, the License Area, the reasonable determination of Licensor shall be final. Licensee acknowledges and agrees that Licensor is not required to provide, and will not provide, any services related to the use or occupancy of the License Area or in connection with the Permitted Use, all of which shall be supplied by Licensee and/or obtained by Licensee from persons other than Licensor, in each case at Licensee's own expense and cost.

6. Licensee acknowledges that existing lighting is minimal, and that no security or traffic control will be supplied by Licensor and the responsibility to procure all items and services necessary or desirable for the Permitted Use shall be solely Licensee's. Licensee may make and/or maintain in good condition and repair certain *temporary non destructive* installations to the License Area, such as the installation of traffic cones, but without painting or modifying any surfaces or structures, all of which is to be done at Licensee's sole cost and expense. Upon the expiration or termination of this License, Licensee shall at its sole cost and expense, remove the items so installed, and the restore the License Area, to the condition it was in immediately prior to the commencement of this License. Licensee shall be responsible for maintaining the License Area in a clean, safe and orderly condition throughout the term of this License, at its sole cost and expense. Licensee shall be responsible for all costs and expenses associated with Licensee's use of the License Area.

7. Licensee hereby acknowledges that Licensor has made no representation or warranty as to the condition of the License Area or whether Licensee's intended use of the License Area complies with applicable legal requirements. Licensee shall be solely responsible, during the term of this License, to comply with any applicable legal requirements that may be imposed in connection with the use of the License Area by Licensee as contemplated hereunder. Licensee shall obtain, as applicable, the approval of any regulatory authorities having jurisdiction over Licensee's use, temporary installations and activities.

8. Licensor has no obligation to make any improvement, work, repair, alteration or other addition to the License Area or to otherwise provide any form of maintenance, utilities, or services in respect

of the License Area. Licensor will provide no security with respect to the License Area and if security is required by Licensee or applicable legal requirements, Licensee shall be responsible for providing the same at its sole cost and expense, and securing the License Area at the end of each day, if Licensor so directs. Licensee shall not permit any circumstance that results in any lien or encumbrance against the Licensor's property or any part thereof for any work, labor or materials furnished to Licensee in connection with its activities at the License Area.

9. Licensor's remedies, in the event of any violation or breach of this License by Licensee, shall include all the right to terminate this License and all other remedies at law and in equity, including, without limitation, ejectment.

10. This License shall constitute the entire agreement between the parties with respect to the subject matter hereof, and no variation or modification thereof shall be valid and enforceable, except by an agreement in writing, executed and approved in the same manner as this License.

11. This License shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors and assigns. Licensee shall not assign this license.

12. Each party will, whenever and as often as it shall be reasonably requested so to do by another party, cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this License.

13. This License may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Executed copies hereof may be delivered by facsimile, email or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

14. All notices hereunder shall be delivered to the applicable addresses set forth in the Lease Agreement, as the same may be modified from time to time by written notice from the applicable party.

15. Licensor hereby discloses to Licensee that the Licensor property, including, without limitation, the License Area, is subject to that certain Declaration of Special Land Use Restrictions and Environmental Covenant made June 27, 2019 and recorded in Official Records, Recorder's Office, Los Angeles County on June 28, 2019 as Instrument No. 20190624378, as may be amended (the "SLUR"). Licensee hereby acknowledges its receipt of such disclosure, prior to any use or occupancy of the License Area, and receipt of a copy of the above-referenced deed restriction / instrument(s). Hazardous substances are present in the soil and groundwater underlying the Licensor property. Licensee shall take no action to disturb the soil or groundwater underlying the Licensor property.

16. Licensee shall use the License without interference, to any extent, with the following instruments: (i) that certain Covenant and Environmental Restriction on Property dated May 24, 2019 and recorded in Official Records, Recorder's Office, Los Angeles County, CA on June 6, 2019 as Instrument No. 20190528881, (ii) the SLUR, and (iii) that certain Grant of Easement (Private Environmental), entered into on June 27, 2019, and recorded in Official Records, Recorder's Office, Los Angeles County, CA on June 28, 2019 as Instrument No. 20190624380 (Licensee shall not interfere with any persons who may have rights to access the foregoing easement areas, which include the License Area). Licensee has been supplied with a copy of the foregoing instruments prior to entering into this License.

17. In the event of any conflict between the terms of the Lease Agreement and this License, the terms and conditions of this License shall prevail.

**WHEREOF**, Licensor and Licensee have executed this License as of the dates set forth below their respective signature blocks.

**LICENSOR:**

GCC LONG BEACH LLC,  
a Delaware limited liability company

By: Alan Cocksuen  
Name: ALAN COCKSUEN  
Title: Vice President  
Date: May 4, 2021

**LICENSEE:**

CITY OF LONG BEACH, a municipal corporation

By: Linda F. Tatum  
Name: LINDA F. TATUM  
Title: ASST CITY MANAGER  
Date: May 6, 2021

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

The foregoing license is hereby approved as to form this 5th day of MAY, 2021.

CHARLES PARKIN, City Attorney

By: [Signature]  
deputy

**EXHIBIT A**  
**License Area**  
**(area outlined in red)**

