

1 RIGHT OF ENTRY PERMIT

2 **29780**

3 THIS RIGHT OF ENTRY PERMIT is issued and granted as of September 25,
4 2006 for reference purposes only, pursuant to a minute order of the City Council of the City
5 of Long Beach at its meeting on September 19, 2006, by the CITY OF LONG BEACH, a
6 municipal corporation ("City") to the HISTORICAL SOCIETY OF LONG BEACH,
7 CALIFORNIA, a California nonprofit corporation ("Permittee").

8 1. Access. City grants to Permittee, volunteers for Permittee, contractors,
9 and agents (collectively, the "Permittee Parties"; individually, a "Permittee Party") a
10 nonexclusive right to enter the City-owned property described in Exhibit "A" attached to this
11 Permit and incorporated by reference ("City-owned Property") for the purpose and to the
12 extent reasonably necessary for Permittee to begin constructing tenant improvements in
13 advance of an anticipated lease of the City-owned Property by City to Permittee (the
14 "Lease"). Permittee shall use its best efforts to limit the entry of Permittee Parties to the
15 space and to the extent necessary to meet the purposes stated in this Permit.

16 2. Time of Use. Permittee Parties shall enter City-owned Property in
17 accordance with this Permit during reasonable business hours.

18 3. Duration of Permit. A. Permission to enter shall begin on September 25,
19 2006 and shall end on the earlier of the execution of the Lease by all parties or November
20 30, 2006.

21 B. Within fifteen (15) days after expiration or revocation of this Permit,
22 Permittee shall cease entry for the purpose stated in this Permit, shall remove all
23 equipment, supplies, and personal property and shall leave the City-owned Property in a
24 clean, neat and safe condition, unless the Lease is approved and executed by City, or
25 unless City otherwise agrees in writing. Any supplies, equipment, and personal property
26 which are not removed with the 15-day period shall become the property of the City without
27 payment by or liability of any kind on the part of the City.

28 4. Insurance. As a condition precedent to the effectiveness of this Permit,

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 Permittee shall provide evidence of insurance equal to the following insurance coverage:

2 (a) Commercial general liability insurance (equivalent in scope to ISO form
3 CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than \$1,000,000 per occurrence
4 or \$2,000,000 general aggregate. The coverage shall include but not be limited to broad
5 form contractual liability, cross liability, independent contractors liability, and products and
6 completed operations liability. The City, its officers, employees and agents shall be named
7 as additional insureds by endorsement (on the City's endorsement form or on an
8 endorsement equivalent in scope to ISO form CG 200 10 11 85 or CG 20 26 11 85), and
9 this insurance shall contain no special limitations on the scope of protection given to the
10 City, its officers, employees and agents.

11 (b) Workers' compensation insurance as required by the California Labor
12 Code and employer's liability insurance in an amount not less than \$1,000,000 per
13 accident.

14 (c) Commercial automobile liability insurance (equivalent in scope to ISO form
15 CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not less than \$500,000
16 combined single limit per accident.

17 Any self-insurance program, self-insured retention, or deductible must be
18 separately approved in writing by City's Risk Manager or designee and shall protect the
19 City, its officials, employees and agents in the same manner and to the same extent as
20 they would have been protected had the policy or policies not contained retention or
21 deductible provisions. Each insurance policy shall be endorsed to state that coverage shall
22 not be reduced, non-renewed, or canceled except after thirty (30) days prior written notice
23 to City, and shall be primary and not contributing to any other insurance or self-insurance
24 maintained by the City. Permittee shall notify the City within five (5) days after any
25 insurance required in this Permit has been voided by the insurer or canceled by Permittee.

26 Prior to entry on City-owned Property, Permittee shall deliver to City
27 certificates of insurance or self-insurance and required endorsements, including any
28 insurance required by Permittee Parties, for approval as to sufficiency and form. The

1 certificates and endorsements shall contain the original signature of a person authorized
2 by that insurer to bind coverage on its behalf. In addition, Permittee shall at least thirty (30)
3 days prior to expiration of this insurance furnish to the City evidence of renewal of the
4 insurance. City reserves the right to require complete certified copies of all policies of
5 insurance at any time. Permittee and Permittee Parties shall make available to the City,
6 during normal business hours, all books, records and other information relating to the
7 insurance required in this Permit.

8 Any modification or waiver of these insurance requirements shall only be
9 made by the City's Risk Manager or designee, in writing. The procuring or existence of
10 insurance shall not be construed or deemed as a limitation on liability or as full
11 performance with the indemnification provisions of this Permit.

12 Notwithstanding any other provision of this Permit, if Permittee or an
13 Permittee Party fails to comply with this Section, the City may immediately revoke this
14 Permit and the permission granted by this Permit.

15 5. Permittee's indemnification of City. Permittee, its volunteers and agents
16 shall indemnify, defend and hold the City, its officers and employees harmless from all
17 liability, loss, damage, claims (including claims under Section 6 for which Permittee has
18 agreed that the City is not liable), demands, penalties, fines, proceedings, causes of action,
19 taxes, assessments, costs, and expenses (including attorney's fees and experts' fees)
20 arising from the right to enter granted by this Permit and the activities of Permittee Parties
21 on the City-owned Property under this Permit. This indemnity shall survive the expiration
22 or revocation of this Permit.

23 6. Non-responsibility of City. City, its officers and employees shall not be
24 responsible or liable for loss or damage by theft, fire, flood, burglary, vandalism or any
25 other cause to the supplies, equipment or other personal property of Permittee Parties in
26 or on the City-owned Property. By executing this Permit and in consideration for being
27 allowed entry to the City-owned Property, Permittee and persons or entities acting under
28 Permittee's permission through this Permit waive all claims against the City, its officers or

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 employees for such loss or damage.

2 7. No Title. Permittee and City acknowledge and agree that, by this Permit,
3 Permittee does not acquire any right, title or interest of any kind in the City-owned Property,
4 including but not limited to any leasehold interest. Permittee shall not allow the City-owned
5 Property to be used by anyone other than a Permittee Party or for any other purpose than
6 stated in this Permit. Notwithstanding any language to the contrary in this Permit, if a court
7 of competent jurisdiction deems this Permit to be a lease, then Permittee waives any right
8 of redemption under any existing or future law in the event that the City removes it from the
9 City-owned Property and agrees that, if the manner or method used by the City in ending
10 any right held by Permittee under this Permit gives to Permittee a cause of action similar
11 to or based on damages that would otherwise arise in connection with unlawful detainer,
12 then the total amount of damages to which Permittee would be entitled in such action shall
13 be One Dollar. Permittee agrees that this Section may be filed in such action and that,
14 when so filed, it shall be a stipulation by Permittee fixing the total damages to which
15 Permittee is entitled in such action.

16 8. No Assignment. Permittee shall not assign this Permit or the permission
17 granted by this Permit. Neither this Permit nor any interest in it shall be subject to transfer
18 by attachment, execution, proceedings in insolvency or bankruptcy, or receivership. Any
19 attempted assignment or other transfer that is not approved by the City Manager shall be
20 void and confer no right of entry on the purported assignee or transferee.

21 9. Condition after Entry. After the entry of any Permittee Party on the City-
22 owned Property, Permittee shall return the City-owned Property in as good condition or
23 better condition as the City-owned Property was in prior to such entry, reasonable wear
24 and tear excepted.

25 10. Notice. Any notice or approval given under this Permit shall be in writing
26 and personally delivered or deposited in the U.S. Postal Service, registered or certified,
27 return receipt, to the City at 333 West Ocean Boulevard, Long Beach, CA 90802 Attn: City
28 Manager and to Permittee at P.O. Box 1869, Long Beach CA 90801. Notice shall be

1 deemed given on the date personal delivery is made or on the date shown on the return
2 receipt, whichever first occurs.

3 11. Possessory Interest Tax. Permittee acknowledges that this Permit may
4 create a possessory interest subject to possessory interest taxes. Permittee shall pay,
5 prior to delinquency, all taxes on such possessory interest and deliver satisfactory evidence
6 of payment to the City on request.

7 12. Improvements. Permittee Parties shall not install, construct, erect or
8 maintain any structure or improvements on the City-owned Property except as described
9 in this Permit. At the expiration or revocation of this Permit, all improvements to City-
10 owned Property made pursuant to this Permit shall become the sole property of the City,
11 at no charge.

12 13. No Limitations on City. The Permit shall not limit the City's right or power
13 to construct, erect, build, demolish, move or otherwise modify any structures, buildings,
14 landscaping or any other type of improvement on, over, in, or under the City-owned
15 Property.

16 14. No Release. The expiration or revocation of this Permit shall not release
17 either party from any liability or obligation which accrued prior to such expiration or
18 revocation.

19 15. Utilities and Security. The City shall not have any obligation to Permittee
20 to provide utilities, clean-up, or security on the City-owned Property with respect to the right
21 of entry granted by this Permit.

22 16. Nondiscrimination. In exercising its right of entry and use of the City-
23 owned Property, Permittee shall not discriminate on the basis of race, color, religion,
24 national origin, sex, sexual orientation, age, HIV status, disability or handicap.

25 17. Compliance with Laws. Permittee Parties shall comply with all applicable
26 laws, rules, regulations and ordinances with respect to their activities on the City-owned
27 Property.

28 18. Miscellaneous. A. This Permit shall be governed by and construed in

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 accordance with the laws of the State of California.

2 B. If any part of this Permit shall be held by a court of competent jurisdiction
3 to be invalid, void or unenforceable, then the remainder of the Permit shall remain in full
4 force and effect and shall not be affected, impaired or invalidated.

5 C. This Permit may only be amended by a written agreement, signed by the
6 City and Permittee after authorization by City's City Council.

7 D. This Permit contains the entire understanding of the City and Permittee
8 and supersedes all other agreements, oral or written, with respect to the subject matter of
9 this Permit.

10 E. In any action or proceeding to enforce or interpret or revoke this Permit,
11 the prevailing party shall be entitled to attorney's fees and costs.

12 F. The failure or delay of the City to insist on strict compliance with the
13 provisions of this Permit shall not be deemed a waiver of any right or remedy that City may
14 have and shall not be deemed a waiver of any subsequent or other failure to comply with
15 any provision of this Permit.

16 G. This Permit is not intended or entered for the purpose of creating any


17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1 benefit or right for any person or entity that is not a signatory or an Permittee Party.

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Permission granted by
CITY OF LONG BEACH,
a municipal corporation

Terms of Permit accepted by
HISTORICAL SOCIETY OF LONG BEACH,
CALIFORNIA, a California nonprofit
corporation

By 
City Manager

By 
President

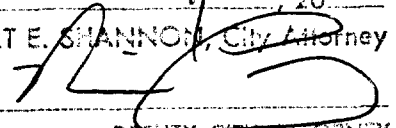
"City"

"Permittee"

APPROVED AS TO FORM

9/28 2006

ROBERT E. SHANNON, City Attorney

By 
DEPUTY CITY ATTORNEY

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

RFA:abc 09-25-06 06-04877
L:\APPS\CtyLaw32\WPDOCS\ID022\PO05\00094520.WPD

EXHIBIT A

7138 9
 1997
 7138 9
 1997



CODE
 5300
 4889

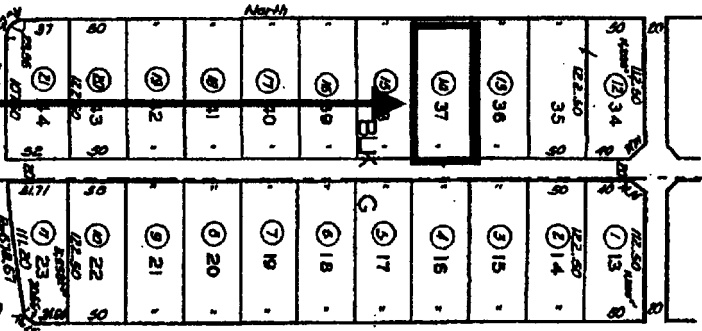
TRACT NO. 9984
 M.B. 169-24-26

FOR INFO: ASHKT. SER. 816-216

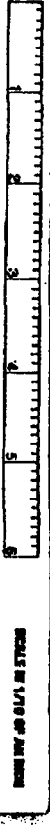
BURLINGHAM
 DR.

ATLANTIC AVE.

8 CARTAGENA ST.



4258-4260 Atlantic Ave.
 Icaro Gallery



SEP 27 1996
 ASSessor's MAP
 COUNTY OF LOS ANGELES, CALIF.