

P - 00135

RIGHT-OF-ENTRY PERMIT

THIS RIGHT-OF-ENTRY PERMIT ("Permit") is made this 13th day of July, 2016 by and between the CITY OF LONG BEACH, a municipal corporation ("City") and LONG BEACH CENTER, LLC, a Delaware limited liability company ("Permittee").

WHEREAS, Permittee has an immediate need to occupy a portion of certain real property owned by City located adjacent to 195 E. 3rd Street, Long Beach, CA 90802, commonly known as "Harvey Milk Park", and more particularly depicted on Exhibit "A" attached hereto (the "Premises").

WHEREAS, City is willing to grant Permittee the temporary right to occupy the Premises upon the terms and conditions described in this Permit.

NOW THEREFORE, City and Permittee, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, agree as follows:

1. Use and Access. City hereby authorizes Permittee to exclusively use and occupy the Premises, for the express purpose of temporary fencing and construction phasing in connection with Permittee's work on its property adjacent to the Premises. Permittee shall not use the Premises for any other purpose other than as described in this Section. Permittee shall not bring any hazardous materials upon the Premises.

2. Term. Permittee may occupy the Premises beginning upon full execution of this Permit, and continuing through December 31, 2016. Permittee and City may exercise an option to extend the term of this Permit for an additional six-month period, expiring June 30, 2017, upon their mutual agreement to do so. At any time during the term hereof, (x) City may terminate this Permit upon thirty (30) days' advance written notice for any reason or no reason, or (y) Permittee may terminate this Permit upon five (5) days' advance written notice for any reason or no reason. Upon termination or expiration, Permittee shall thereafter completely vacate the Premises and return the Premises to City in the same condition as delivered to Permittee (including without limitation the removal of any personal property and the restoration of any damaged landscaping and/or vegetation).

3. Premises and Improvements. Permittee accepts the Premises "AS IS", and City makes no warranty or representation whatsoever with respect to the Premises, including without limitation habitability, access to utilities and/or suitability for Permittee's proposed use. Any improvements necessary for Permittee's use of the Premises shall be temporary in nature, installed solely at Permittee's expense, and shall be removed upon termination of this Permit, unless otherwise agreed to in writing by City.

4. Fee. Beginning on July 1, 2016 and continuing thereafter until termination of this Permit, Permittee shall pay City a monthly fee, in advance, in an amount equal to \$250 per month. Any partial months shall be pro-rated per diem.

5. Insurance. Permittee shall maintain policies of insurance in form, coverage and substance acceptable to City's Risk Manager in his or her sole and absolute discretion, and as a condition to occupancy Permittee shall provide evidence of such insurance and any endorsements required by City's Risk Manager to City. The specific City insurance requirements shall be transmitted in writing to Permittee under separate cover.

6. Waiver. This Permit confers no rights upon Permittee other than expressly stated herein.

7. Release and Indemnity.

A. Permittee shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Permittee's breach or failure to comply with any of its obligations contained in this Permit, or (2) Permittee's, its officers, employees, agents, subcontractors, or anyone under Permittee's control, use of the Premises (collectively "Claims" or individually "Claim").

B. In addition to Permittee's duty to indemnify, Permittee shall have a separate and wholly independent duty to defend Indemnified Parties at Permittee's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Permittee shall be required for the duty to defend to arise. City shall notify Permittee of any Claim, shall tender the defense of the Claim to Permittee, and shall assist Permittee, as may be reasonably requested, in the defense.

C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Permittee's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

D. The provisions of this Section shall survive the expiration or termination of this Permit.

[signatures on subsequent page]

Please contact Johnny Vallejo at (562) 570-6792 to arrange access to the Premises.

CITY OF LONG BEACH

By: [Signature]
Name: Patrick H. West Assistant City Manager
Title: City Manager EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Agreed and Accepted:

LONG BEACH CENTER, LLC,
a Delaware limited liability company

By: [Signature]
Name: FARSHAD T. SHOOSHANI
Title: Member

APPROVED AS TO FORM
7-11-2016
CHARLES PARKIN, City Attorney
By: [Signature]
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

EXHIBIT A

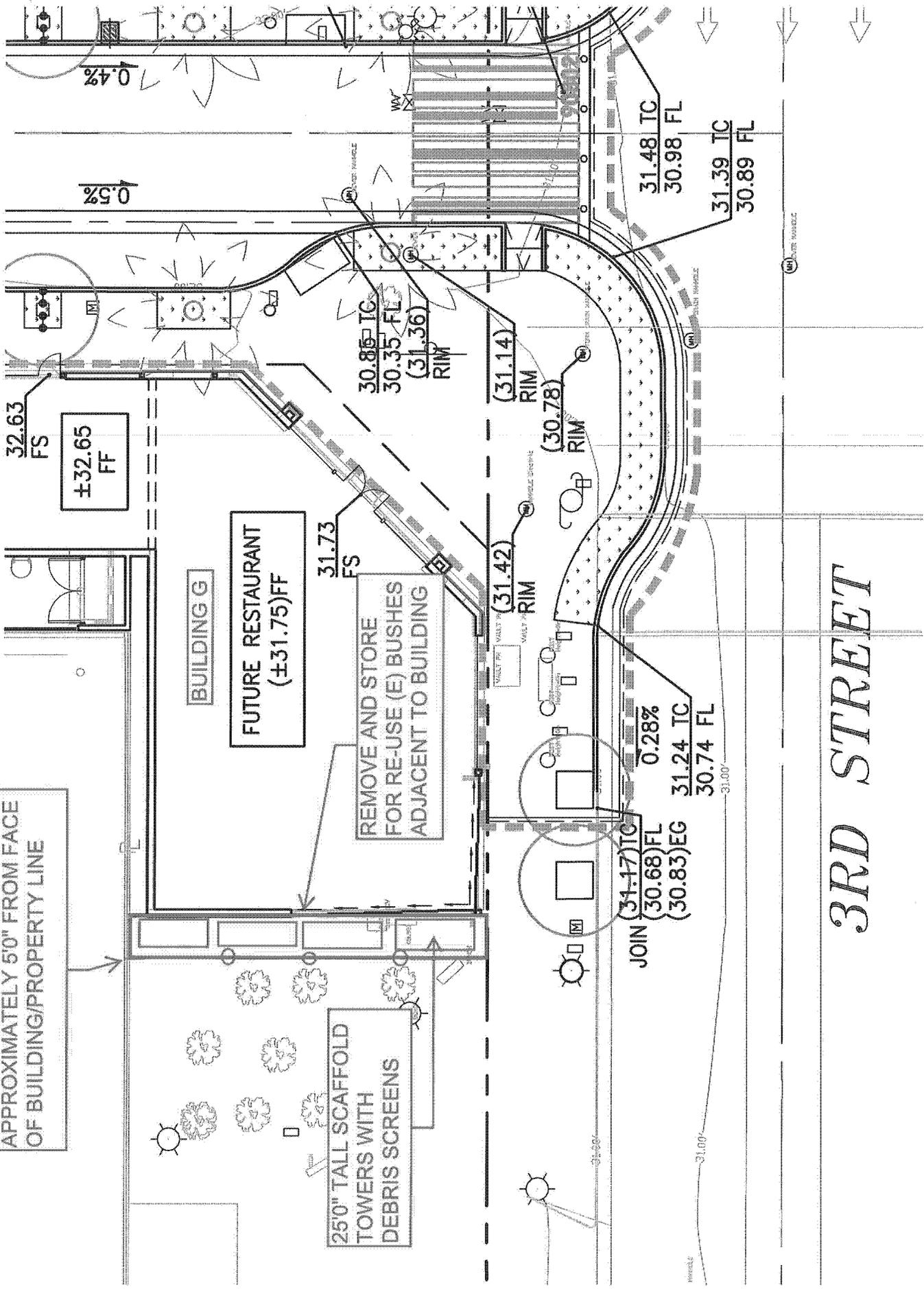
CHAIN LINK FENCE OR BARRIER - APPROXIMATELY 5'0" FROM FACE OF BUILDING/PROPERTY LINE

BUILDING G

FUTURE RESTAURANT (±31.75)FF

25'0" TALL SCAFFOLD TOWERS WITH DEBRIS SCREENS

REMOVE AND STORE FOR RE-USE (E) BUSHES ADJACENT TO BUILDING



3RD STREET