

1 ASSIGNMENT AND ASSUMPTION OF PERMIT NO. 28246, AND CONSENT

2 THERETO

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4 THIS ASSIGNMENT AND ASSUMPTION OF PERMIT NO. 28246, AND
5 CONSENT THERETO ("Assignment") is made and entered into as of November 1, 2021
6 ("Effective Date"), by and between the CITY OF LONG BEACH, a municipal corporation,
7 ("City"); FIRST SERVE TENNIS, INC., a California corporation whose address is 1040 Park
8 Avenue, Long Beach, California 90804 ("Assignor"); and BRIDGE ENTERPRISES, INC.,
9 a California corporation whose address is 4465 Birchwood Avenue, Seal Beach, California
10 90740 ("Assignee").

11 WHEREAS, reference is made to that certain Permit No. 28246 effective
12 January 1, 2003 (the "Permit") by and between FIRST SERVE TENNIS, INC., as permittee,
13 and the City, as permitting authority; and

14 WHEREAS, Assignor has agreed to assign all current rights, interests, duties
15 and obligations of permittee under Permit No. 28246 to BRIDGE ENTERPRISES, INC. ;
16 and

17 WHEREAS, City desires to consent to this Assignment and Assumption;

18 NOW, THEREFORE, in consideration of the mutual promises, covenants,
19 guaranties and conditions contained in this Agreement, the parties agree as follows:

20 1. Assignment. City hereby assigns to Assignee all of the current
21 rights, title and interests as Permittee under Permit No. 28246. Assignor shall indemnify,
22 defend, protect, and hold harmless Assignee from any and all claims and liabilities arising
23 prior to the Effective Date on account of the Permit.

24 2. Assumption. Assignee hereby assumes and agrees to perform all
25 duties and obligations of Assignor as Permittee under the Permit No. 28246 that accrue on
26 or after the Effective Date. Assignee shall indemnify, defend, protect, and hold harmless
27 Assignor from any and all claims and liabilities arising from and after the Effective Date on
28 account of the Permit.

1 3. Consent. City hereby consents to the assignment and assumption of
2 the Permit evidenced by this Assignment.

3 4. Miscellaneous.

4 A. Binding Effect and Assignment. This Assignment shall be
5 binding upon and inure to the benefit of Assignor and Assignee and their respective
6 successors, assigns, and legal representatives.

7 B. Severability. If any term or provision of this Assignment shall
8 be held invalid or unenforceable, the remainder of this Assignment shall not be
9 affected.

10 C. Waivers. No waiver or breach of any covenant or provision
11 shall be deemed a waiver of any other covenant or provision, and no waiver shall
12 be valid unless in writing and executed by the waiving party.

13 D. Construction. Headings are solely for the parties' convenience,
14 are not a part of this Assignment, and shall not be used to interpret this Assignment.
15 The singular form shall include plural and vice versa. This Assignment shall not be
16 construed as if it had been prepared by one party, but as all parties have prepared
17 it. Unless otherwise indicated, all references to sections are to this Assignment.

18 E. Counterparts. This Assignment may be executed in one or
19 more counterparts, each of which shall be deemed an original and all of which taken
20 together shall constitute one and the same instrument.

21 F. Amendment. This Assignment may not be amended or altered
22 except by a written instrument executed by Assignor and Assignee, and consented
23 to by City.

24 G. Third-Party Rights. Nothing in this Assignment, express or
25 implied, is intended to confer upon any person, other than the parties and their
26 respective successors and assigns, any rights or remedies.

27 H. Attorney Fees. In the event of any litigation between Assignor
28 and Assignee arising out of the duties and obligations of Assignor or Assignee under

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana Beach, CA 90802-4664

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this Assignment or concerning interpretation of any of its provisions, the losing party shall pay the prevailing party's costs and expenses of the litigation, including reasonable attorney fees.

I. Governing Law. This Assignment shall be governed and construed in accordance with California law.

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IN WITNESS WHEREOF, the parties have caused this document to be executed with all formalities required by law as of the last date indicated below:

FIRST SERVE TENNIS, INC., a California corporation

10-20-, 2021

By First Serve Tennis, Inc
Name Cathy Jacobson Cathy Jacobson
Title President

_____, 2021

By _____
Name _____
Title _____

"Assignor"

BRIDGE ENTERPRISES, INC., a California corporation

10/20/2021, 2021

By BRIDGE ENTERPRISES, INC
Name Mitch Bridge Mitch Bridge
Title PRESIDENT

_____, 2021

By _____
Name _____
Title _____

"Assignee"

Consented to by:

CITY OF LONG BEACH, a municipal corporation

November 10, 2021

By Sandra J. Johnson
City Manager

"City" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Consent to Assignment and Assumption of Permit No 28246 is approved as to form on October 25, 2021.

CHARLES PARKIN, City Attorney

By Anita Lakhani
Anita Lakhani, Deputy City Attorney