

1 LICENSE AGREEMENT

2 **32438**

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 BELMONT BREWING COMPANY, INC., a California  
6 corporation ("Belmont"), BEACH VENTURES, INC., a California corporation ("Buoy's"),  
7 and BAJA LA PALAPA RESTAURANT GROUP, INC., a California corporation ("La  
8 Palapa", and together with Belmont and Buoy's, "Licensee"), a non-exclusive revocable  
9 license to maintain and use the sign located on that area of City Property depicted in  
10 Exhibit "A" ("Sign") on the terms and conditions stated below, pursuant to a minute order  
11 adopted by the City Council of the City of Long Beach at its meeting held on August 23,  
12 2011.

13 1. USE. Licensee, its members, employees, volunteers, and valid  
14 contractors (all of which shall be considered "Licensee" for purposes of this License  
15 Agreement), at their own cost, shall use the Sign for the purpose of advertising  
16 businesses operated by Licensee located in the general vicinity of the Belmont Pier. The  
17 initial Sign design and any future changes thereto shall be subject to the prior approval of  
18 the City Manager of the City or designee ("City Manager"), which may be withheld in his  
19 or her sole and absolute discretion. Licensee acknowledges and agrees that the Sign  
20 shall also be used by City.

21 2. INITIAL TERM. The initial term of this License Agreement shall  
22 commence on DECEMBER 15, 2011 (the "Commencement Date") and, subject to early  
23 termination as provided in Section 3, shall terminate (i) with respect to Belmont, on the  
24 date on which that certain Lease dated as of August 18, 1989 ("Belmont Lease") by and  
25 between City and Belmont terminates, (ii) with respect to Buoy's, on the date on which  
26 that certain Belmont Veterans Memorial Pier Lease dated as of January 19, 2007  
27 ("Buoy's Lease") by and between City and Buoy's terminates, and (iii) with respect to La  
28 Palapa, on the date on which that certain Amended and Restated Lease dated as of July

1 14, 1990 ("La Palapa Lease", and together with the Belmont Lease and the Buoy's  
2 Lease, the "Leases") by and between City and La Palapa terminates. In the event one or  
3 more of the Leases terminates, Licensee shall revise the Sign at its sole cost and  
4 expense to remove any terminated party's designation on the Sign. This Agreement may  
5 be terminated by City when necessary for public right-of-way expansion or improvement  
6 projects upon thirty (30) days advance written notice to the other parties. After the tenth  
7 (10<sup>th</sup>) anniversary of the Commencement Date, this Agreement may be terminated by  
8 City for any reason upon thirty (30) days advance written notice to the other parties.  
9 Licensee, or any of them individually, may terminate this Agreement at any time for any  
10 reason upon thirty (30) days advance written notice to the other parties. In the event one  
11 or more of the parties terminate this License Agreement, Licensee shall, at its sole cost  
12 and expense, promptly remove any terminated party's designation on the Sign to the  
13 satisfaction of City. Upon termination of this License Agreement for any reason with  
14 respect to all parties, Licensee shall, at its own cost and expense, remove all Licensee-  
15 specific signage and return the Sign to City in good condition with text acceptable to City.

16 3. MAINTENANCE. Licensee shall make no monthly payments to City.  
17 In lieu thereof, Licensee shall install, maintain and repair the Sign at its own cost and  
18 expense. If at any time the City Manager determines that the Sign is not being  
19 maintained in a satisfactory condition, City manager shall give written notice to Licensee  
20 of such deficiency and Licensee shall have sixty (60) days thereafter to correct the  
21 deficiency to the City Manager's satisfaction. If Licensee fails to correct the deficiency  
22 within such 60-day period, then City may (i) correct such deficiency and Licensee shall  
23 reimburse City for its costs, or (ii) terminate this License Agreement. City shall have no  
24 obligation to maintain, repair or replace the Sign.

25 4. COMPLIANCE. Licensee shall comply with all City, state and federal  
26 laws, regulations, rules, codes, relating to the use of the Sign, including without limitation  
27 City permitting rules and regulations. Failure to do so shall result in immediate revocation  
28 of this License Agreement.

1           5.     TAXES. Licensee shall pay all taxes which may be levied against  
2 Licensee's interest in the Sign, including possessory interest taxes, if any.

3           6.     NUISANCE. Licensee shall not use the Sign in any manner that will  
4 create a nuisance or unreasonable annoyance to the public. Licensee shall keep the  
5 Sign in a safe, clean and operable condition.

6           7.     UTILITIES. City shall provide, at its own cost, electricity to the Sign.  
7 No other utilities shall be provided by City.

8           8.     INSURANCE. Licensee shall procure and maintain the insurance  
9 required of it pursuant to their respective leases with City described in Section 2,  
10 including all past and future amendments thereto, and said insurance shall be amended  
11 to the extent necessary so that coverages include the Sign.

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

19          10.    ASSIGNMENT. Licensee may assign this License Agreement to any  
20 valid assignee of any of the Leases, and in such event the assignee shall assume and  
21 accept obligations hereunder and Licensee shall be responsible for all costs associated  
22 with changing the Sign to accommodate assignee. Licensee shall not otherwise assign  
23 this License Agreement without the written consent of the City Manager, which consent  
24 may be withheld in the sole and absolute discretion of the City Manager. Licensee shall  
25 not sublicense the Sign or any part thereof. Licensee shall not allow the Sign to be used  
26 by any other person or entity, or for any other use than that specified herein.

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

8           12. 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 property on the Sign.

11           13. NO TITLE. Licensee acknowledges that, by this License Agreement,  
12 Licensee does not acquire any right, title or interest of any kind in the Sign. City shall  
13 have and retain absolute and full ownership of the Sign.

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

20           15. JOINT AND SEVERAL LIABILITY. The entities comprising Licensee  
21 shall be jointly and severally liable to City for all of Licensee's obligations under this  
22 License Agreement. The entities comprising Licensee agree amongst themselves  
23 (without limiting their collective joint and several liability to City) that each shall share  
24 equally in all costs and expenses associated with the Sign and this License Agreement,  
25 and each shall have the right to seek reimbursement from the others to the extent any of  
26 such party's costs and expenses exceed its proportionate share.

27           16. RELOCATION. Licensee understands and agrees that nothing  
28 contained in this Agreement shall create any right in Licensee for relocation assistance or

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

1 payment from City upon the termination of this Agreement. Licensee acknowledges and  
2 agrees that it shall not be entitled to any relocation assistance or payment pursuant to the  
3 provisions of Title 1, Division 7, Chapter 16, of the Government Code of the State of  
4 California (Sections 7260 et seq.) with respect to any relocation of its business or  
5 activities upon the termination of this Agreement.

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

"Licensee"

BELMONT BREWING COMPANY, INC.,  
a California corporation

By: David Hansen  
Name: David Hansen  
Title: President

BAJA LA PALAPA RESTAURANT GROUP,  
INC., a California corporation

By: Bea...  
Name: Bea...  
Title: Pres

BEACH VENTURES, INC.,  
a California corporation

By: FRED KHAMMAR  
Name: FRED KHAMMAR  
Title: PRESIDENT

"City"

CITY OF LONG BEACH,  
a municipal corporation

By: Patrick H. West Assistant City Manager  
City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Agreement is approved as to form on September 8, 2011.

ROBERT E. SHANNON, City Attorney

By: [Signature]  
Deputy



**Disclaimer**

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