

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

# 31011

## PUBLIC WALKWAYS OCCUPANCY PERMIT

1  
2 This Public Walkways Occupancy Permit ("Permit") is granted this 26 day of  
3 January, 2009, pursuant to minute order adopted by the City Council of the  
4 City of Long Beach at its meeting held on January 6, 2009, to **VOLCANO GRILL, INC.**, a  
5 California corporation ("Permittee"), whose address is 716 Monterey Pass Road, Monterey  
6 Park, California 91754, as the operator of **WOKCANO RESTAURANT AND BAR** and  
7 lessee of premises at 199 The Promenade North, Long Beach, California.

8 Permission is granted to Permittee to occupy the public right-of-way with the  
9 following obstruction: **low barrier, ten (10) tables, forty (40) chairs and two (2) eight-**  
10 **feet heaters** at 199 The Promenade North, Long Beach, California. Dimensions and  
11 location of the area to be occupied are as shown on Exhibit "A", incorporated by reference  
12 and made a part of this Permit; provided that all obstructions are placed only within the  
13 permit area shown on Exhibit "A".

14 This Permit is granted with reference to the following facts:

- 15 1. Permittee proposes to occupy the public right-of-way as shown on  
16 Exhibit "A"; and
- 17 2. The proposed occupancy will not now or at any time interfere with  
18 continued public use of the public street right-of-way; and
- 19 3. That there is no present or foreseeable conflicting public need for the  
20 proposed use of the public street right-of-way area and its temporary withdrawal from  
21 public use will not be injurious or detrimental to the public; and
- 22 4. That this use of a portion of the public street right-of-way is consistent  
23 with proper and lawful street uses and the use is approved; and
- 24 5. The City Engineer has determined that this use is in compliance with  
25 Chapter 14.14 of the Long Beach Municipal Code, all related to temporary use of the public  
26 rights-of-way.

27 The use of the public street right-of-way is granted upon and subject to the  
28 following terms and conditions:

1           1.     The minimum width of the public walkway shall be ten (10) feet, or as  
2 otherwise approved by the City Council pursuant to Chapter 14.14 of the Long Beach  
3 Municipal Code, and any obstruction must permit at least five (5) feet of unobstructed area  
4 of public walkway.

5           2.     The obstruction shall abut the property and not be located in a manner  
6 which interferes with the flow of pedestrian or other traffic.

7           3.     The maximum height of any such obstruction shall be six (6) feet and  
8 all such obstructions shall be entirely portable, except as specifically authorized by the City  
9 Engineer.

10          4.     This Permit may be immediately suspended for a designated time  
11 period at any time in the event that, in the discretion of the City Council or City Manager,  
12 such obstruction would interfere with street improvement activities, construction activities,  
13 cleaning efforts or other similar activities.

14          5.     The obstruction shall be kept in a good state of repair and in a safe,  
15 sanitary, and attractive condition.

16          1.     Such obstruction may not be located within twenty (20) feet from an  
17 intersection (measured to the prolongation of the near curb of the intersecting street) or  
18 within ten (10) feet from a driveway or alley (measured to the near end of the fully  
19 depressed portion of an apron-type driveway or to the prolongation of the near curb of the  
20 driveway) unless otherwise approved by the City Council pursuant to the considerations  
21 specified in Chapter 14.14 of the Municipal Code.

22          6.     The public street right-of-way shall be used by Permittee only for the  
23 obstruction described above and in the area shown on Exhibit "A".

24          7.     The area in front of the entrance to the business shall not be  
25 obstructed by barricades, chairs, tables or other furniture.

26          8.     The Permittee shall place all obstructions, and any accessories or  
27 equipment located within a dining or entertainment area, in strict accordance with Fire  
28 Department and Health and Human Services Department standards and contained within

1 Chapter 14.14 of the City of Long Beach Municipal Code.

2 9. No surface improvements, included but not limited to special paving  
3 surfaces, may be removed or altered by the Permittee unless approved in advance in  
4 writing by the City Engineer.

5 10. The Permittee shall not allow cleaning chemicals, or other foreign  
6 matter to flow into the parkway tree well, and shall otherwise protect the health of adjacent  
7 street trees, and shall likewise prevent the discharge of litter, cleaning chemicals and all  
8 other foreign matter to the storm drain system.

9 11. The Permittee shall protect any parkway trees in the immediate vicinity  
10 of the permit area from damage due to the Permittee's cleaning or other activities on the  
11 public walkway. The Permittee shall not interfere with City's access to parkway trees for  
12 maintenance purposes. Any special maintenance of the parkway trees is the responsibility  
13 of the Permittee and must be performed by a qualified landscape contractor acting under a  
14 permit from City's Street Landscaping Division. City shall not be held financially  
15 responsible for damage to Permittee's sidewalk furniture or awnings occurring in the  
16 course of regular street tree maintenance.

17 12. Upon any termination of this Permit, whether by revocation or  
18 otherwise, Permittee shall remove the obstructions authorized by this Permit at the sole  
19 discretion of the City Engineer and shall otherwise restore the public street right-of-way to  
20 a condition substantially the same as existed immediately prior to the occupancy provided  
21 for by this Permit. Should Permittee fail or refuse to remove the obstructions, City may do  
22 so and, in such event, the security deposit paid by Permittee shall be applied to City's  
23 costs. Permittee shall reimburse City for any costs in excess of the security deposit. In the  
24 event of removal by City of all or any portion of the obstructions, City shall not be liable for  
25 any damage to or loss of any property of Permittee.

26 13. The following additional conditions shall apply to public walkway  
27 occupancy permits for dining or entertainment areas:

28 A. Any dining or entertainment area shall be defined by placement

1 of sturdy fencing or other suitable barriers, not to exceed forty-eight (48) inches in height,  
2 as approved by the City Engineer. Such barriers may only be affixed to public property  
3 with the prior approval of the City Engineer.

4 B. All accessories to dining or entertainment uses such as plants  
5 or planter boxes, umbrellas, podiums, menu boards, musical equipment and heaters may  
6 not exceed those enumerated on Exhibit "A", and must be located inside the barrier, as  
7 shown on Exhibit "A".

8 C. All dining and entertainment which takes place on the public  
9 right-of-way shall conform to the requirements of Chapter 8.80 of the municipal code  
10 regarding noise. Complaints regarding noise shall be logged by city staff and may be the  
11 basis for suspension, cancellation, or non-renewal of a permit.

12 D. The Permittee shall be responsible for cleaning the public  
13 walkway occupied by a dining or entertainment area.

14 15. Any permit issued within the downtown area as defined on Exhibit "B"  
15 and made a part of this Permit shall comply with all of the foregoing requirements and the  
16 following additional requirements:

17 A. No tents or windbreaks may be used in, over, or around dining  
18 or entertainment areas.

19 B. Temporary banners, not exceeding the height of the barrier and  
20 attached to the barrier are permitted for a two (2) week period no more than four (4) times  
21 per year.

22 C. Menu boards must be portable, located within the dining area,  
23 and must not exceed five (5) feet, six (6) inches tall. Menu boards may be either a single  
24 pole pedestal of painted metal or a board attached to the inside of the barrier, parallel to  
25 the barrier.

26 D. The following are prohibited on the public walkway in the  
27 downtown area: television monitors, canopies and A-frame signs.

28 Upon expiration, a new permit must be obtained on the basis of a new

1 application and payment of a new fee and any security deposit amount due. Renewal of  
2 the permit is not automatic and there is no right or entitlement to any use of the public right-  
3 of-way. Security deposits may be adjusted from year to year based on permit compliance  
4 and enforcement cost history. This Permit shall never be construed as the grant by City of  
5 any right to permanently use or occupy all or any portion of the public right-of-way; nor  
6 shall it ever be construed as a waiver on the part of City, or as an estoppel against it, which  
7 would in any manner whatsoever bar or limit, or otherwise prejudice, its right to at any time  
8 whatsoever require a discontinuance of the use or occupancy of all or any part of the public  
9 street right-of-way, the removal therefrom of all or any obstructions erected or maintained  
10 under this Permit and the restoration of such public street right-of-way to a clean condition,  
11 all at the sole cost and expense of Permittee.

12                 Notices of violation of any of the terms and conditions of this permit may be  
13 issued by the City of Long Beach. Within the downtown area as defined on Exhibit "B",  
14 preliminary informal notices may be issued by Downtown Long Beach Associates. The  
15 enforcement process is set forth on Exhibit "C", attached hereto, and made a part of this  
16 permit. Notwithstanding the above, City may revoke this Permit at any time by giving thirty  
17 (30) days written notice to Permittee or cancel the permit for noncompliance with its terms.  
18 Such notice shall be signed by the City Manager, postage pre-paid, and addressed to  
19 Permittee at its address provided above.

20                 Permittee accepts this public right-of-way in its present condition and agrees  
21 to maintain the same in a safe, clean, and orderly condition. Any and all uses made of the  
22 public right-of-way shall be at the sole risk, cost, and expense of Permittee. Permittee, by  
23 its acceptance of this Permit, agrees to indemnify, defend, save and keep City, its officers,  
24 agents, and employees free and harmless from and against any and all liability as well as  
25 from and against any and all loss, claims, demands, damages, expenses and costs of  
26 whatsoever nature arising out of or in any manner resulting, directly or indirectly, from  
27 Permittee's operations on or the condition, use or misuse of the public street right-of-way,  
28 including liability, claims or damages to or as a result of any structures or fixtures on the

1 public street right-of-way or appurtenances to it.

2 In partial performance of this obligation, Permittee shall obtain and keep in  
3 full force and effect such public liability insurance and property damage insurance as  
4 required by the Long Beach Municipal Code.

5 Nothing in this Permit shall be construed to excuse compliance by Permittee  
6 with any and all of the laws and ordinances of City and State; neither shall this Permit be  
7 deemed to obviate the necessity of Permittee's obtaining such other permits or licenses as  
8 are required to conduct specific activities within the area, including but not limited to  
9 entertainment or the sale, service or consumption of alcoholic beverages.

10 16. The terms of this permit shall be enforced by the procedure set forth  
11 on Exhibit "C", attached and made a part of this permit.

12 In case suit shall be brought for the recovery of possession of all or any  
13 portion of the public right-of-way or because of the breach of any covenant contained in  
14 this Permit to be kept and performed on the part of Permittee, Permittee shall pay to City  
15 reasonable attorneys' fees which shall be fixed by the court.

16 Permittee shall not assign this Permit, or any interest in it, nor shall this  
17 Permit, or any interest in it, be subject to transfer or assignment by order of any court. Any  
18 such transfer or assignment shall not create any right whatsoever in the transferee or  
19 assignees and shall entitle the City Manager, at his discretion, to terminate this Permit.

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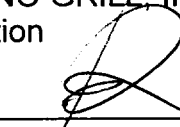
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Long Beach, CA 90802-4664

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The acceptance of this Permit by Permittee shall be endorsed on this Permit and shall be an acceptance by Permittee of all of the terms and conditions of this Permit and an agreement to abide and comply with it. Permittee further acknowledges that Permittee is aware of the requirements of Long Beach Municipal Code Chapter 14.14, and that Permittee shall conduct all activities hereunder in compliance with such chapter.

VOLCANO GRILL, INC., a California corporation

November 25, 2008

By 

PRESIDENT

KA WAI KWAN  
Type or Print Name

NOV 25, 2008

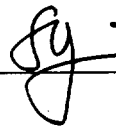
By 

TREASURER MARCUS KWAN  
Type or Print Name

"PERMITTEE"

CITY OF LONG BEACH, a municipal corporation

Jan 24, 2009

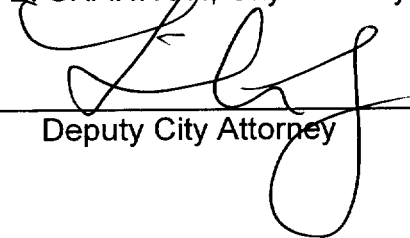
By  - Assistant City Manager  
City Manager

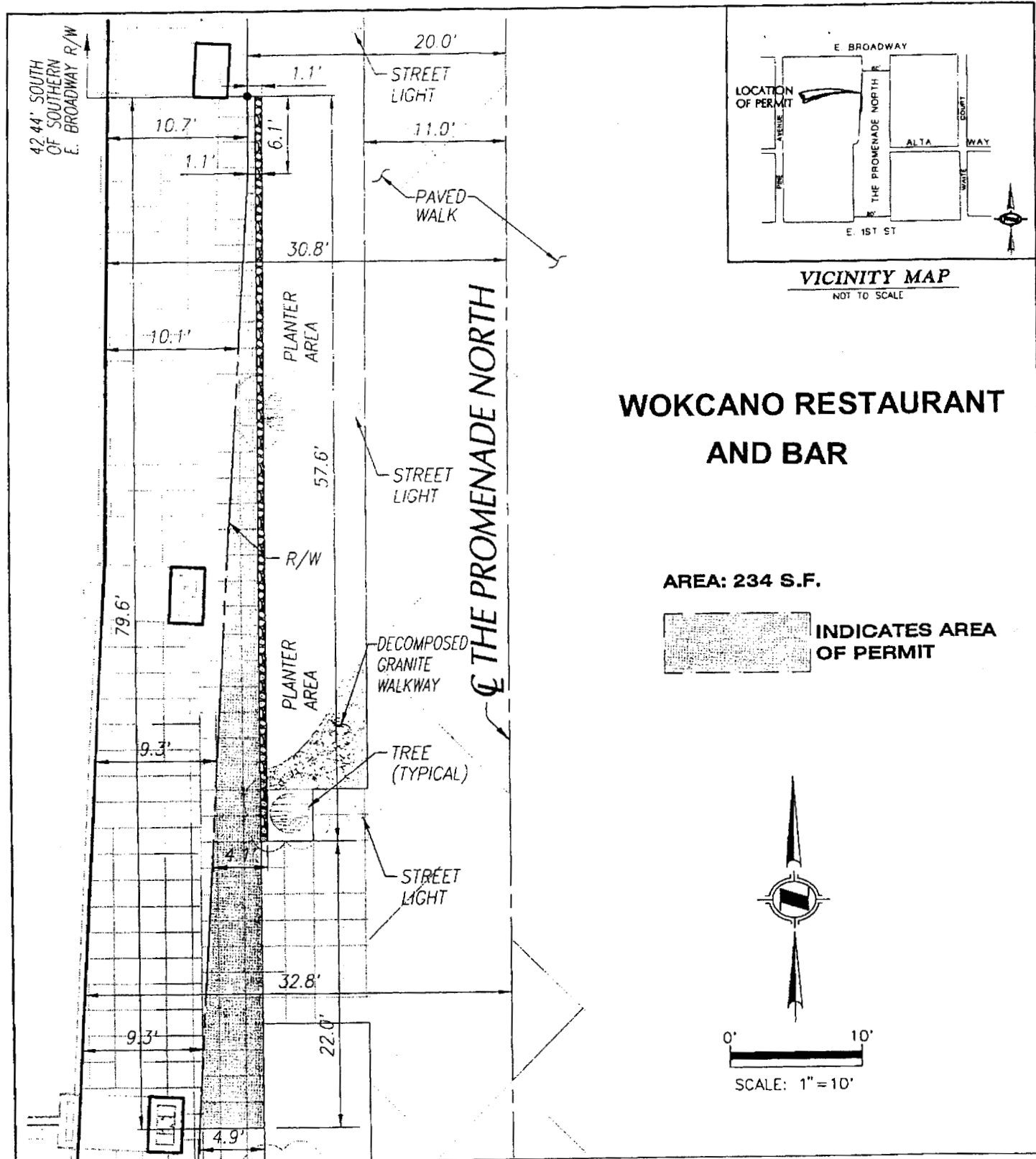
"CITY"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Approved as to form this 15<sup>th</sup> day of January, 2009

ROBERT E. SHANNON, City Attorney

By   
Deputy City Attorney



# WOKCANO RESTAURANT AND BAR

AREA: 234 S.F.

 INDICATES AREA OF PERMIT

CITY OF LONG BEACH-CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS-ENGINEERING BUREAU

**PUBLIC WALKWAYS OCCUPANCY PERMIT**  
**WOKCANO RESTAURANT AND BAR**  
199 The Promenade North  
Exhibit A Page 1 of 2



**List of Approved Furnishings and Accessories**  
(Attachment to Public Walkways Occupancy Permit for Sidewalk Dining Purposes)

Restaurant: WOKCAO Restaurant and Bar Permittee: VOLCANO GRILL, INC  
Address: 199 THE PROMENADE N. LONG BEACH, CA 90802 Telephone: (626) 374-0651

Tables number: 10

Chairs number: 40

Umbrella(s) height & number: \_\_\_\_\_

Heater(s) height & number: 2, 8 ft.

\_\_\_\_\_ Menu board  
note: maximum height of 5 ft 6 in, maximum width of 2 ft & none permitted in the coastal zone

\_\_\_\_\_ Waiter station  
size: \_\_\_\_\_

\_\_\_\_\_ Planters for trees or other greenscaping  
describe: \_\_\_\_\_

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ We intend to make occasional use of the permit area for live or recorded entertainment  
(Note: A separate entertainment permit is required).

**The following are prohibited:**

- canopies (ground supported)
- television monitors

Permittee signature: \_\_\_\_\_

Date: 11/03/08

Print name here: KA KWAN

This list of furnishings and accessories is effective only when attached to a completed Public Walkways Occupancy Permit.

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**EXHIBIT "B"**

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"Downtown area" means the area bounded northerly by the centerline of Tenth Street; westerly by the centerline of Maine Avenue north of First Street, and the centerline of Golden Avenue south of First Street and the centerline of Golden Shore and its southerly prolongation; easterly by the centerline of Lime Avenue north of First Street and the centerline of Alamos Avenue and its southerly prolongation south of First Street; southerly by the mean high tide line of the Pacific Ocean and its prolongation across the entrance to Pacific Terrace Harbor and Queen's Way Landing Boat Basin.

**EXHIBIT "C"**

**PUBLIC WALKWAYS OCCUPANCY PERMITS  
ENFORCEMENT PROCESS**

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1. Letter of information sent to permittee regarding Municipal Code requirements and requested to correct an observed violation of permit conditions.
  - If not remedied in ten (10) working days, send official Notice of Violation.
2. Notice of Violation
  - Indicates that permittee can be found in default for failure to comply with permit conditions per Municipal Code Section 14.14.090.
  - Notes that uncorrected violations will be reported to the City Council at the next permit application.
  - Alerts permittee that the Alcoholic Beverage Control (ABC) will be notified of all permits declared in default.
  - If violation of permit conditions is not corrected within ten (10) working days, send Second Notice of Violation by certified mail.
  - Copies of Notice of Violation to be sent to the City Manager, Downtown Long Beach Associates (DLBA) and the Redevelopment Agency.
3. Second Notice of Violation
  - Inform permittee that "On (date 10 working days hence) you will receive a Notice of Default if permit violations not corrected."
  - If permit violations not corrected within ten (10) working days, send Notice of Default by certified mail.
  - Copies of Second Notice of Violation to be sent to the City Manager, DLBA and the Redevelopment Agency.
4. Notice of Default by Department of Public Work
  - Provides permittee ten (10) working days to remedy violation.
  - "If permittee fails or refuses to remedy the default within the time specified, the right of the permittee to use the public walkway shall cease and City shall have the right to remove the public walkway obstruction at permittee's expense" (LBMC 14.14.090).
  - If a Notice of Default is issued, the security deposit that was paid with the permit application will be forfeited.
  - Second ABC notice of permit status upon actual default.
  - City Manager, DLBA and Redevelopment Agency informed when final default occurs.
5. City pick-up of obstructions at permittee's expense and/or possible legal action to restrain use of sidewalk by the City Prosecutor.
6. Prior to New Permit Issuance
  - Payment of new permit processing fee and security deposit.
  - Payment of any fees, damages, or City costs assessed for prior code enforcement actions.

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)  
11/05/08

**PRODUCER**

BLISS & GLENNON, INC.  
C/O NEW CENTURY INSURANCE SERVICE  
16 NORTH SECOND STREET  
ALHAMBRA CA 91801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
**A NAUTILUS INSURANCE COMPANY**
- COMPANY  
**B**
- COMPANY  
**C**
- COMPANY  
**D**

**INSURED**

VOLCANO GRILL, INC.  
WOKCANO  
716 MONTEREY PASS ROAD  
MONTEREY PARK, CA 91754

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	NC746159	12/01/07	06/01/09	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<i>Michael Allen</i>  12/01/08			COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	APPROVED AS TO FORM <i>December 16, 20 08</i> ROBERT E. SHANNON, City Attorney			STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	OTHER	By <i>Linda Trang</i> LINDA TRANG DEPUTY CITY ATTORNEY			

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

THE CITY OF LONG BEACH, IT BOARDS AND COMMISSION AND THEIR OFFICIALS, EMPLOYEES AND AGENT ARE NAMED AS AI. 10 DAYS NOC FOR NON PAYMENT OF PREMIUM RE: 199 THE PROMENADE, LONG BEACH CA 90802

**CERTIFICATE HOLDER**

CITY OF LONG BEACH OFFICE OF THE CITY ENGINEER  
333 WEST OCEAN BLVD 10TH FLR  
LONG BEACH, CA 90802

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

*Robert P Abraham*

LINDSAY 3



# CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS ATTN: RIGHT-OF-WAY COORDINATOR

333 West Ocean Boulevard, 10<sup>th</sup> Floor • Long Beach, California 90802 • (562) 570-6975 FAX (562) 570-7151

## General Liability Endorsement – Public Walkways Occupancy Permits

Minimum Limits: \$1,000,000 per occurrence, \$2,000,000 general aggregate

### A. GENERAL LIABILITY POLICY INFORMATION

- Insurance Company NAUTILUS INSURANCE COMPANY
- Policy No. NC746159 Policy Term: (from) 12-1-07 (to) 6-1-09
- Endorsement effective date 12-1-08 Endorsement expiration date 6-1-09
- Name of Insured VOLCANO GRILL, INC DBA: WOKCANO
- Address of Named Insured 716 MONTEREY PASS ROAD, MONTEREY PARK, CA 91754
- Address of Permitted Operations 199 THE PROMENADE, LONG BEACH, CA 90802
- Deductible or Self-insured Retention (nil unless otherwise specified) \$ 500.00
- Policy Limits: Occurrence \$ 2,000,000 General Aggregate: \$ 2,000,000
- Policy Form equivalent to: CG 00 01 X CG 00 02 \_\_\_\_\_ GL 00 02 \_\_\_\_\_

### B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- ADDITIONAL INSURED.** The City of Long Beach, its boards and commissions, and their officials, employees, and agents are included as additional insured with respect to all loss, liability, claims, demands causes of action, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising out of, or in any manner incident to, operations performed by or on behalf of the Named Insured related to the permit issued by the City.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The coverage afforded by this policy to the City, its boards, officials, employees and agents shall be primary insurance. Any other insurance or self-insurance maintained by the City, its boards, officials, employees, and agents shall be in excess of this insurance and not contribute to it.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured that is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Insurer's limit of liability.
- CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- CANCELLATION NOTICE.** This insurance shall not be cancelled, nonrenewed, or reduced in coverage or limits except after thirty (30) days prior written notice has been given to the City (ten (10) days prior written notice if the policy is cancelled for nonpayment of premium). Such notice shall be addressed to the City of Long Beach at the address above.

### C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incident and claims are reported to the insurer at:

ATTENTION: BLISS AND GLENNON, INC

ADDRESS: 435 N PACIFIC COAST HWY, REDONDO BEACH, CA 90277

TELEPHONE: (310) 372-9115 FAX: (310) 372-1903

### D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) ROBERT ABRAMSON, warrant that I have authority to bind the insurance company listed above in Item A.1. and by my signature hereon do so bind this company.

Robert P Abramson 11-5-08

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) DATE

TITLE: PRESIDENT ORGANIZATION: BLISS AND GLENNON, INC

ADDRESS: 435 N PACIFIC COAST HWY, REDONDO BEACH, CA 90277

TELEPHONE: (310) 372-9115 FAX NO. (310) 372-9103

APPROVED AS TO FORM

December 16, 2008  
 ROBERT E. SHANNON, City Attorney

By LINDA TRANG  
 DEPUTY CITY ATTORNEY

Michael DeLo  
12/18/08