



IMA# PWRW45273

P-00212

INSTALLATION AND MAINTENANCE AGREEMENT

FOR: Earl of Sandwich
Public Walkways Occupancy Permit for Sidewalk Dining

AT: 4803 East 2nd Street, Long Beach, CA, 90803

The CITY OF LONG BEACH ("City"), acting through the Department of Public Works, grants permission to:

Ubites, Inc., a California Corporation ("Permittee")
(legal name)

to install and maintain:

FOUR

Eight (8) chairs, five (5) ornamental umbrellas suspended from the trellis over the permit area, square tubular steel fabricated metal barrier with a built-in table top counter, ceramic tile flooring replacing the redbrick pavers. Note: When this permit is terminated, the permittee shall, at their sole cost and expense, replace the redbrick pavers that was removed to install the permitted ceramic tiles.

("the permitted installation") within public right-of-way property as shown on the attached **Exhibit A**, Exterior Patio Dining area plans, incorporated herein by this reference.

1. Neither Permittee nor the permitted installation shall hinder, impede, or deter public use of the public right of way. Permittee will, on City's written request, promptly remove or modify any improvements which interfere with the use of the public right of way.
2. This Agreement shall commence on May 22, 2019, and shall continue month to month until terminated by either party giving written notice to the other party thirty (30) days prior to such termination.
3. Permittee shall apply for and obtain any and all required permits and entitlements, including a Public Works street improvement permit, and any other required permits and/or environmental approvals, prior to the effectiveness of this permit.
4. Permittee shall, at its sole cost and expense, maintain the permitted installation in good condition to the satisfaction of the City Engineer. The City makes no warranties or representations of any kind regarding the suitability of this public right-of-way location for the proposed installation.
5. Should the City Engineer determine, in his/her exclusive and unfettered discretion, that Permittee is not maintaining the permitted installation in good condition as set forth in Paragraph 4 of this Agreement, or that some part of the permitted installation hinders, impedes, or otherwise deters free movement in the public right-of-way, City may conduct any required

maintenance or repair as necessary to bring the area back into satisfactory condition and/or may remove any such impediment and charge any expense incurred, including labor and material, to the Permittee, provided that the City gives Permittee notice of the condition and a reasonable opportunity to cure.

6. Permittee may, only with the prior written approval of the Director of the Department of Public Works, or his designee, and at Permittee's sole cost and expense, modify or make further improvements to the permitted installation shown in Exhibit A. Permittee will be responsible for obtaining any and all other necessary permits or entitlements. When this Agreement terminates, the City may require Permittee to remove the permitted installation and restore the public right of way to its previous condition in good repair.
7. Permittee shall, with respect to the permission granted in connection with the permitted installation, indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Permittee, its officers, employees, agents, sub-consultants, or anyone under Permittee's control (collectively "Indemnitor"). Independent of the duty to indemnify and as a freestanding duty on the part of Permittee, Permittee shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise. Permittee shall notify the City of any Claim within ten (10) days. Likewise, City shall notify Permittee of any claim, shall tender the defense of such Claim to Permittee, and shall assist Permittee as may be reasonably requested, in such defense.
8. City shall not be responsible or liable in any way for Permittee's permitted installation or for Permittee's loss by theft, fire, flood, burglary, vandalism, or any other cause whatsoever.
9. No hazardous or toxic material will be brought into the public right-of-way in association with the installation of the permitted installation.
10. Should City revoke or terminate this Agreement as a result of future development or roadway improvements by the City, or for any other reason whatsoever, Permittee shall not be entitled to any relocation benefits or other compensation from the City due to such revocation or termination.
11. Permittee acknowledges that, by this Agreement, they do not acquire any right, title or interest of any kind in the property on which the permitted installation is installed. This Agreement is personal to Permittee and they shall not assign this Agreement without the express written consent of the Director, which shall not be unreasonably withheld or delayed.
12. City may revoke this Agreement for any reason by giving thirty (30) days' notice to Permittee. Upon revocation, Permittee shall remove all permitted installations constructed or placed by

Permittee or any previous party to this Agreement at no cost to City and in accordance with all applicable laws.

13. Permittee, during the term of this Agreement, shall comply with all applicable laws, ordinances, rules and regulations of and obtain permits from all federal, state and local governmental authorities having jurisdiction over the permit area and Permittee's use thereof.
14. Any notice under this permit shall be in writing and personally delivered, deposited in the U.S. Postal Service, first class, postage prepaid, or electronically delivered to Permittee at **4803 East Second Street, Long Beach, CA 90803, tanya008899@gmail.com** and to City at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: Director of Public Works. Notice shall be deemed given on the date of personal delivery, electronic delivery or on the date of deposit in the mail, whichever first occurs.
15. This Agreement shall never be construed as a grant by the City of any right to permanently use or occupy all or any portion of the public right-of-way nor shall it ever be construed as a waiver on the part of the City, or as an estoppel against it, which would in any manner whatsoever bar or limit, or otherwise prejudice, City's right to at any time whatsoever require a discontinuance of the use or occupancy of all or any part of the public right-of-way, the removal therefrom of all or any obstructions erected or maintained under this Agreement and as the restoration of such public right-of-way to a clean condition, all at the sole cost and expense of the Permittee.
16. In case suit shall be brought for the recovery of possession of all or any portion of the public right-of-way, the removal of any permitted installations or any impediments to the public right-of-way, or the breach of any covenant, promise, or agreement made by Permittee pursuant to the Agreement, Permittee shall pay to the City reasonable costs including attorney's fees which shall be fixed by the court.
17. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, assigns and successors in interest of the parties hereto.

PERMITTEE and CITY have executed this Agreement as of the dates shown below.

PERMITTEE:

DATE: May 13th 2019

Ubites Inc. DBA Earl of Sandwich

Business/Restaurant name

By:

Print name: TANYA GUA-CH

Sign: 

Print name: _____

Sign: _____

CITY OF LONG BEACH, a municipal corporation

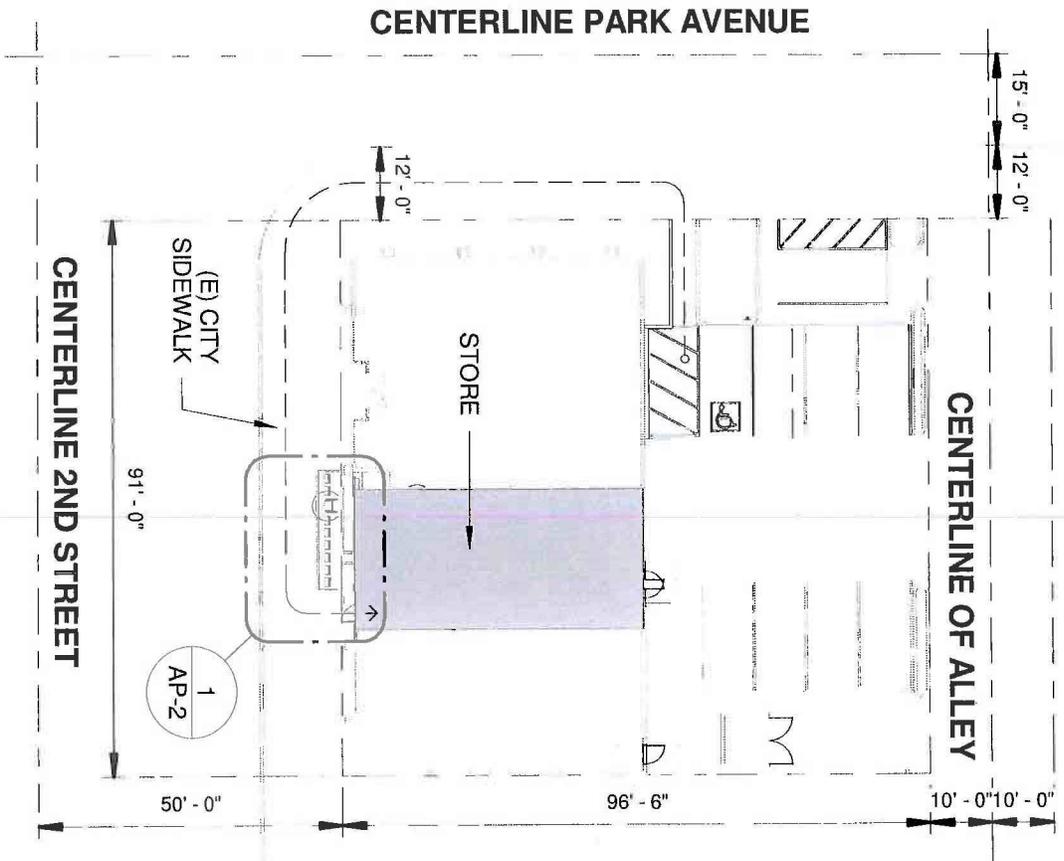
DATE: 5/22 2019

By: 

Craig Beck
Director of Public Works

PATIO SITE PLAN

1	SITE PLAN - PATIO
AP-1	1" = 30'-0"



EARL OF SANDWICH

4803 EAST 2ND STREET
 BELMONT SHORES, CA
 90803-5313

SHEET ISSUE DATE

PROJECT
 ISSUE DATE
 ZAPR19

AP-1

Scale 1" = 30'-0"

OWNER
 TANYA QUACH

EXHIBIT A
 PAGE 1 OF 6

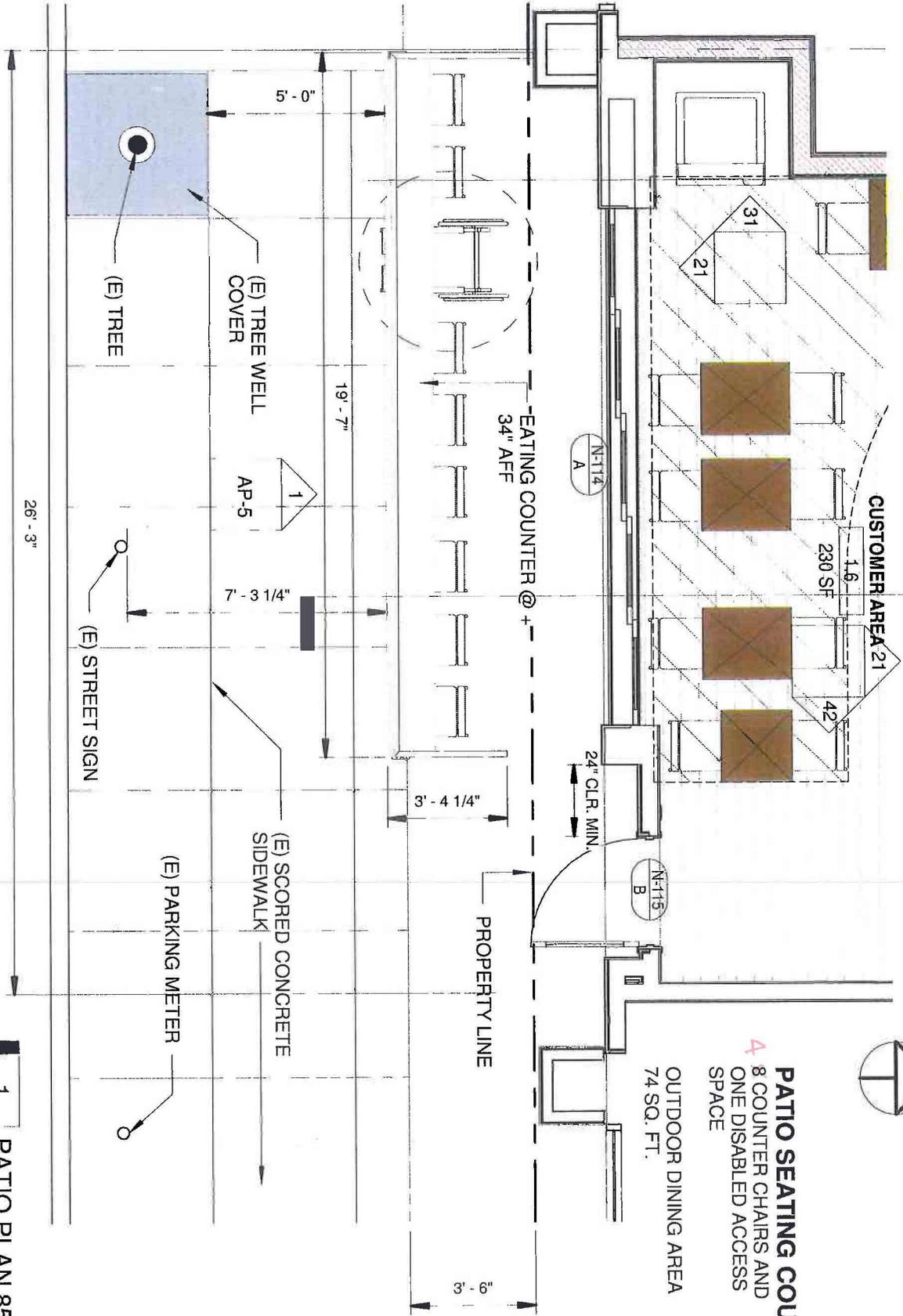
BRUCKMAN DESIGN
 DONALD BRUCKMAN
 ARCHITECT

811 N. CATALINA AV. SU 1202B
 REDONDO BEACH, CA 90277
 M 310-947-5765 -bruckmandesign@verizon.net



PATIO SEATING COUNT
 8 COUNTER CHAIRS AND
 ONE DISABLED ACCESS
 SPACE

OUTDOOR DINING AREA
 74 SQ. FT.



PATIO PLAN

EARL OF SANDWICH

4803 EAST 2ND STREET
 BELMONT SHORES, CA
 90803-5313

1	PATIO PLAN 85X11
AP-2	1/4" = 1'-0"

SHEET ISSUE DATE
 04/02/19

PROJECT
 ISSUE DATE
 2APR19

AP-2

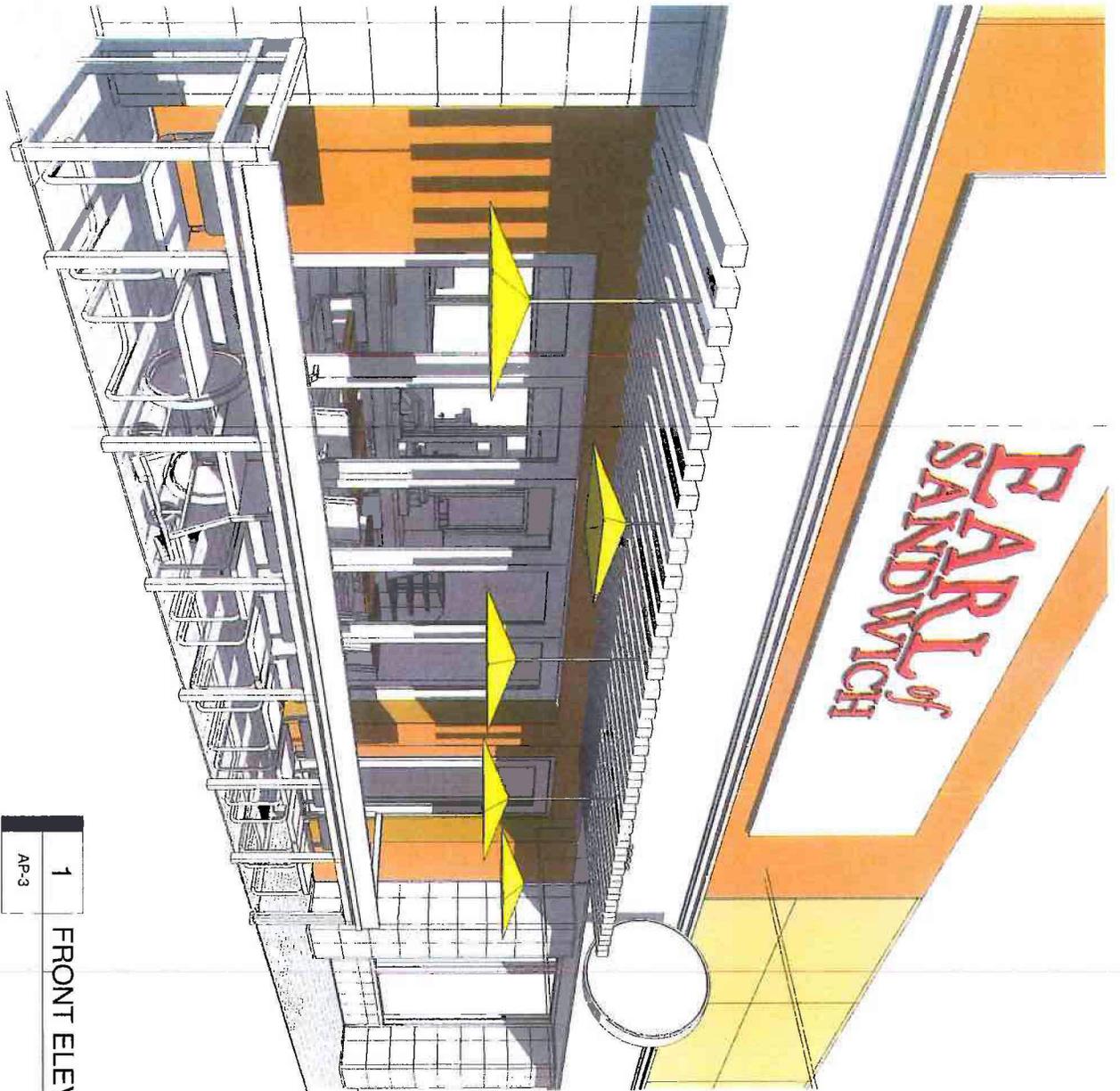
Scale 1/4" = 1'-0"

OWNER
 TANYA QUACH

EXHIBIT A
 PAGE 2 OF 6

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FRONT VIEW OF PATIO

1
AP-3

FRONT ELEVATION

EARL OF SANDWICH
4803 EAST 2ND STREET
BELMONT SHORES, CA
90803-5313

SHEET ISSUE DATE
PROJECT
ISSUE DATE
2/APR/19

AP-3
Scale

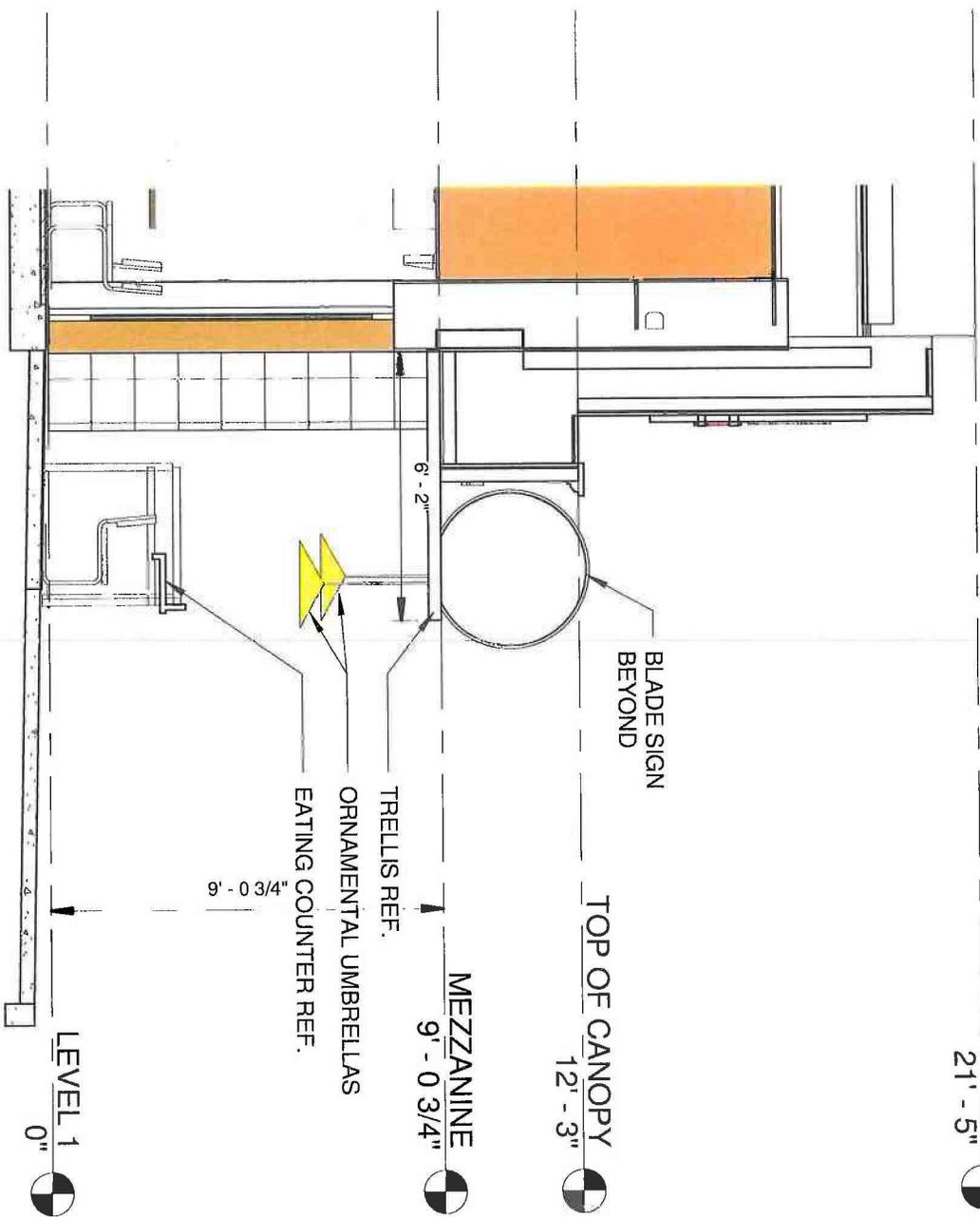
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EXHIBIT A
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TOP/PARAPET
2'1" - 5"



1	SECTION AT PATIO
AP-4	1/4" = 1'-0"

SECTION AT PATIO

EARL OF SANDWICH
 4803 EAST 2ND STREET
 BELMONT SHORES, CA
 90803-5313

SHEET ISSUE DATE
 05/02/19
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 ISSUE DATE
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AP-4
 Scale 1/4" = 1'-0"

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EXHIBIT A
 PAGE 4 OF 6

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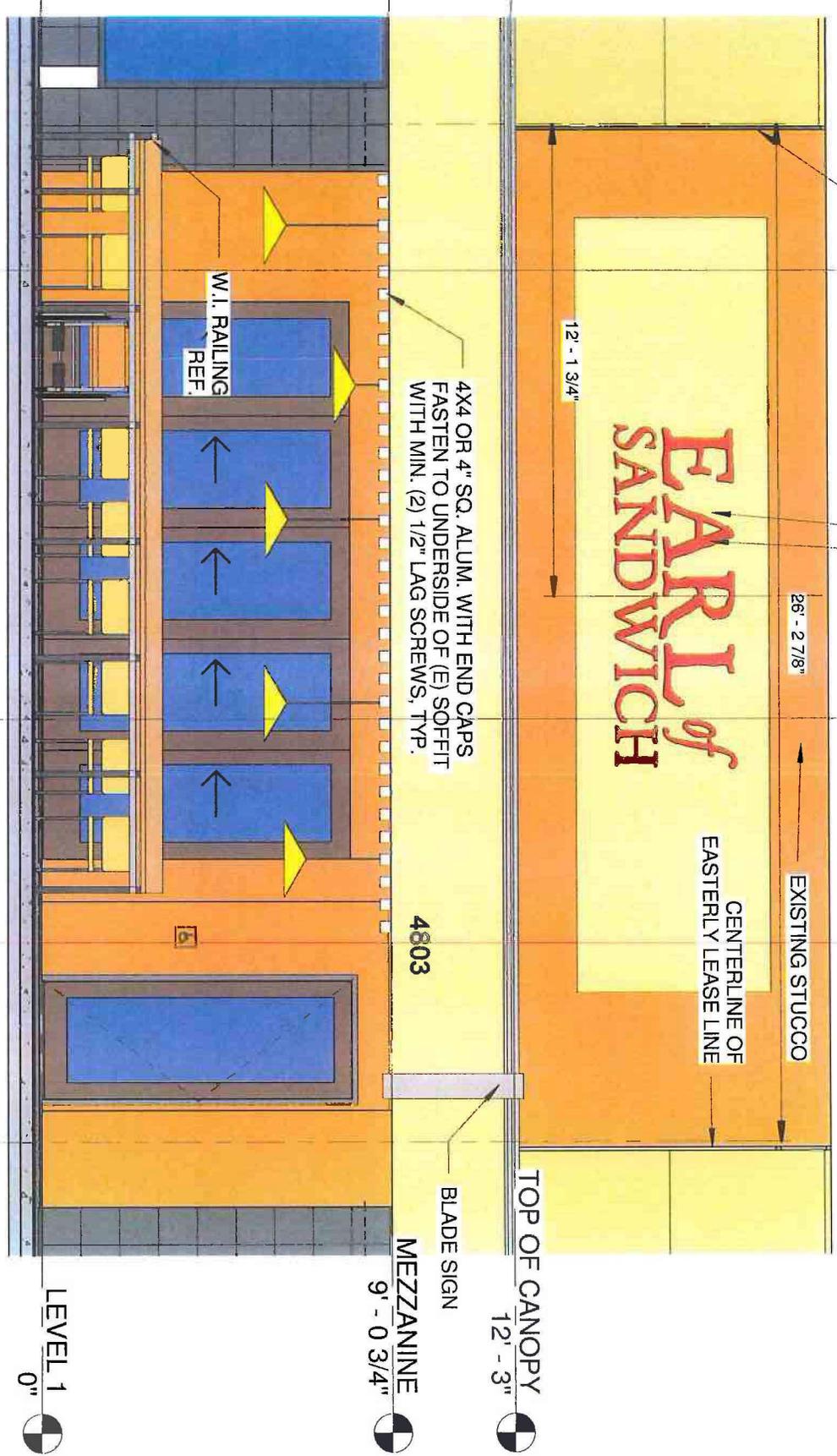
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CENTERLINE OF WESTERLY LEASE LINE

AVAILABLE SIGN AREA = 26.23 SQ. FT.
ACTUAL SIGN AREA = 26.2 SQ. FT.

TOP/PARAPET 21' - 5"



FRONT ELEVATION

1	ELEVATION - SOUTH - PATIO
AP-5	1/4" = 1'-0"

EARL OF SANDWICH
4803 EAST 2ND STREET
BELMONT SHORES, CA
90803-5313

SHEET ISSUE DATE
05/02/19
PROJECT
ISSUE DATE
2APR19

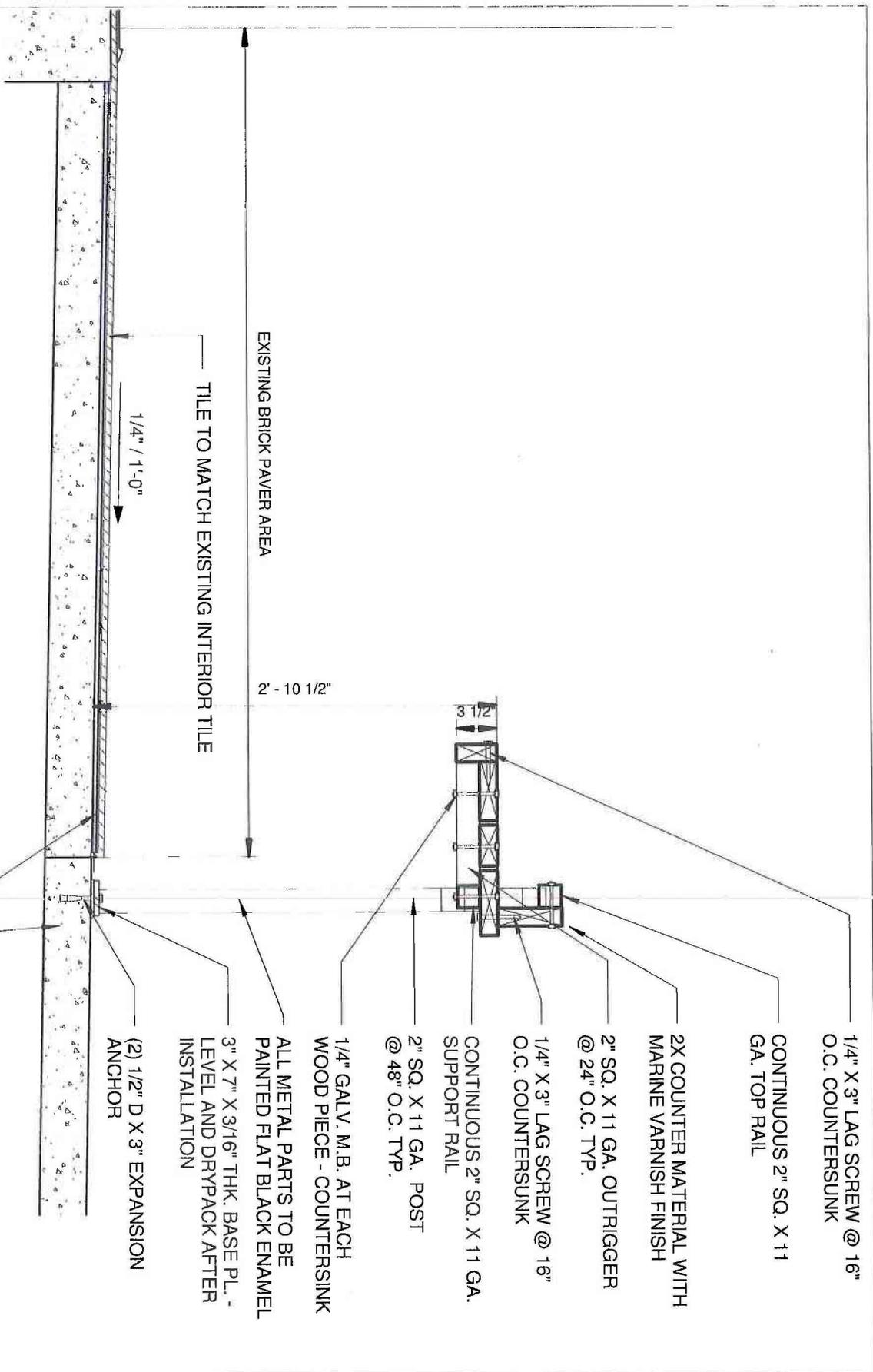
AP-5
Scale 1/4" = 1'-0"

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EXHIBIT A
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1	EXTERIOR RAIL - PATIO
AP-6	1" = 1'-0"

EATING COUNTER DETAIL

EARL OF SANDWICH
 4803 EAST 2ND STREET
 BELMONT SHORES, CA
 90803-5313

Brick pavers shall be removed at Barista termination.

- 1/4" X 3" LAG SCREW @ 16" O.C. COUNTERSUNK
- CONTINUOUS 2" SQ. X 11 GA. TOP RAIL
- 2X COUNTER MATERIAL WITH MARINE VARNISH FINISH
- 2" SQ. X 11 GA. OUTRIGGER @ 24" O.C. TYP.
- 1/4" X 3" LAG SCREW @ 16" O.C. COUNTERSUNK
- CONTINUOUS 2" SQ. X 11 GA. SUPPORT RAIL
- 2" SQ. X 11 GA. POST @ 48" O.C. TYP.
- 1/4" GALV. M.B. AT EACH WOOD PIECE - COUNTERSUNK
- ALL METAL PARTS TO BE PAINTED FLAT BLACK ENAMEL
- 3" X 7" X 3/16" THK. BASE PL. - LEVEL AND DRYPACK AFTER INSTALLATION
- (2) 1/2" D X 3" EXPANSION ANCHOR
- EXISTING CONCRETE SIDEWALK PAVING
- (E) BRICK PAVERS TO BE REMOVED AND REPLACED WITH NEW TILE SET IN MIN. 3/4" MORTAR BED

SHEET ISSUE DATE
 PROJECT
 ISSUE DATE
 05/02/19
 2APR19

AP-6
 Scale 1" = 1'-0"

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