OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

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the following obstruction: low barrier, thirteen (13) tables, forty-two (42) chairs and seats, one (1) wood bench with continuous planter box, and one (1) metal rail at 202-204 Orange Avenue, Long Beach, California. Dimensions and location of the area to be occupied are as shown on Exhibit "A", incorporated by reference and made a part of this Permit; provided that all obstructions are placed only within the permit area shown on Exhibit "A".

This Permit is granted with reference to the following facts:

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

The use of the public street right-of-way is granted upon and subject to the

following terms and conditions:

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- The minimum width of the public walkway shall be ten (10) feet, or as otherwise approved by the City Council pursuant to Chapter 14.14 of the Long Beach Municipal Code, and any obstruction must permit at least five (5) feet of unobstructed area of public walkway.
- 2. The obstruction shall abut the property and not be located in a manner which interferes with the flow of pedestrian or other traffic.
- 3. The maximum height of any such obstruction shall be six (6) feet and all such obstructions shall be entirely portable, except as specifically authorized by the City Engineer.
- This Permit may be immediately suspended for a designated time period at any time in the event that, in the discretion of the City Council or City Manager, such obstruction would interfere with street improvement activities, construction activities, cleaning efforts or other similar activities.
- 5.. The obstruction shall be kept in a good state of repair and in a safe, sanitary, and attractive condition.
- 6. Such obstruction may not be located within twenty (20) feet from an intersection (measured to the prolongation of the near curb of the intersecting street) or within ten (10) feet from a driveway or alley (measured to the near end of the fully depressed portion of an apron-type driveway or to the prolongation of the near curb of the driveway) unless otherwise approved by the City Council pursuant to the considerations specified in Chapter 14.14 of the Long Beach Municipal Code.
- The public street right-of-way shall be used by Permittee only for the 7. obstruction described above and in the area shown on Exhibit "A".
- 8. The area in front of the entrance to the business shall not be obstructed by barricades, chairs, tables or other furniture.
- 9. The Permittee shall place all obstructions, and any accessories or equipment located within a dining or entertainment area, in strict accordance with Fire

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Department and Health and Human Services Department standards and contained within Chapter 14.14 of the City of Long Beach Municipal Code.

- No surface improvements, included but not limited to special paving 10. surfaces, may be removed or altered by the Permittee unless approved in advance in writing by the City Engineer.
- 11. The Permittee shall not allow cleaning chemicals, or other foreign matter to flow into the parkway tree well, and shall otherwise protect the health of adjacent street trees, and shall likewise prevent the discharge of litter, cleaning chemicals and all other foreign matter to the storm drain system.
- 12. The Permittee shall protect any parkway trees in the immediate vicinity of the permit area from damage due to the Permittee's cleaning or other activities on the public walkway. The Permittee shall not interfere with City's access to parkway trees for maintenance purposes. Any special maintenance of the parkway trees is the responsibility of the Permittee and must be performed by a qualified landscape contractor acting under a permit from City's Street Landscaping Division. City shall not be held financially responsible for damage to Permittee's sidewalk furniture or awnings occurring in the course of regular street tree maintenance.
 - 13. The Permittee shall maintain all street trees within the permit area.
- 14. Upon any termination of this Permit, whether by revocation or otherwise, Permittee shall remove the obstructions authorized by this Permit at the sole discretion of the City Engineer and shall otherwise restore the public street right-of-way to a condition substantially the same as existed immediately prior to the occupancy provided for by this Permit. Should Permittee fail or refuse to remove the obstructions, City may do so and, in such event, the security deposit paid by Permittee shall be applied to City's costs. Permittee shall reimburse City for any costs in excess of the security deposit. In the event of removal by City of all or any portion of the obstructions, City shall not be liable for any damage to or loss of any property of Permittee.
 - 15. The following additional conditions shall apply to public walkway

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occupancy permits for dining or entertainment areas:

Any dining or entertainment area shall be defined by placement of sturdy fencing or other suitable barriers, not to exceed forty-eight (48) inches in height, as approved by the City Engineer. Such barriers may only be affixed to public property with the prior approval of the City Engineer.

- B. All accessories to dining or entertainment uses such as plants or planter boxes, umbrellas, podiums, menu boards, musical equipment and heaters may not exceed those enumerated on Exhibit "A", and must be located inside the barrier, as shown on Exhibit "A".
- All dining and entertainment which takes place on the public right-of-way shall conform to the requirements of Chapter 8.80 of the Long Beach Municipal Code regarding noise. Complaints regarding noise shall be logged by city staff and may be the basis for suspension, cancellation, or non-renewal of a permit.
- D. The Permittee shall be responsible for cleaning the public walkway occupied by a dining or entertainment area.
- Any permit issued within the downtown area as defined on Exhibit 16. "B" and made a part of this Permit shall comply with all of the foregoing requirements and the following additional requirements:
- No tents or windbreaks may be used in, over, or around dining Α. or entertainment areas.
- В. Temporary banners, not exceeding the height of the barrier and attached to the barrier are permitted for a two (2) week period no more than four (4) times per year.
- C. Menu boards must be portable, located within the dining area, and must not exceed five (5) feet, six (6) inches tall. Menu boards may be either a single pole pedestal of painted metal or a board attached to the inside of the barrier, parallel to the barrier.
 - D. The following are prohibited on the public walkway in the

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downtown area: television monitors, canopies and A-frame signs.

- 17. Upon expiration, a new permit must be obtained on the basis of a new application and payment of a new fee and any security deposit amount due. Renewal of the permit is not automatic and there is no right or entitlement to any use of the public right-of-way. Security deposits may be adjusted from year to year based on permit compliance and enforcement cost history. This Permit shall never be construed as the grant by 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 City, or as an estoppel against it, which would in any manner whatsoever bar or limit, or otherwise prejudice, its right to at any time whatsoever require a discontinuance of the use or occupancy of all or any part of the public street right-of-way, the removal therefrom of all or any obstructions erected or maintained under this Permit and the restoration of such public street right-of-way to a clean condition, all at the sole cost and expense of Permittee.
- 18. Notices of violation of any of the terms and conditions of this permit may be issued by the City of Long Beach. Within the downtown area as defined on Exhibit "B", preliminary informal notices may be issued by Downtown Long Beach Associates. The enforcement process is set forth on Exhibit "C", attached hereto, and made a part of this permit. Notwithstanding the above, City may revoke this Permit at any time by giving thirty (30) days written notice to Permittee or cancel the permit for noncompliance with its terms. Such notice shall be signed by the City Manager, postage pre-paid, and addressed to Permittee at its address provided above.
- 19. Permittee accepts this public right-of-way in its present condition and agrees to maintain the same in a safe, clean, and orderly condition. Any and all uses made of the public right-of-way shall be at the sole risk, cost, and expense of Permittee. Permittee, by its acceptance of this Permit, agrees to indemnify, defend, save and keep City, its officers, agents, and employees free and harmless from and against any and all liability as well as from and against any and all loss, claims, demands, damages,

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expenses and costs of whatsoever nature arising out of or in any manner resulting, directly or indirectly, from Permittee's operations on or the condition, use or misuse of the public street right-of-way, including liability, claims or damages to or as a result of any structures or fixtures on the public street right-of-way or appurtenances to it.

- In partial performance of this obligation, Permittee shall obtain and 20. keep in full force and effect such public liability insurance and property damage insurance as required by the Long Beach Municipal Code.
- 21. Nothing in this Permit shall be construed to excuse compliance by Permittee with any and all of the laws and ordinances of City and State; neither shall this Permit be deemed to obviate the necessity of Permittee's obtaining such other permits or licenses as are required to conduct specific activities within the area, including but not limited to entertainment or the sale, service or consumption of alcoholic beverages.
- 22. The terms of this permit shall be enforced by the procedure set forth on Exhibit "C", attached and made a part of this permit.
- 23. In case suit shall be brought for the recovery of possession of all or any portion of the public right-of-way or because of the breach of any covenant contained in this Permit to be kept and performed on the part of Permittee, Permittee shall pay to City reasonable attorneys' fees which shall be fixed by the court.
- 24. Permittee shall not assign this Permit, or any interest in it, nor shall this Permit, or any interest in it, be subject to transfer or assignment by order of any court. Any such transfer or assignment shall not create any right whatsoever in the transferee or assignees and shall entitle the City Manager, at his discretion, to terminate this Permit.

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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.
JOHNMCLAUGHLIN, an individual November 21, 2013 John McLaughlin
"PERMITTEE"
CITY OF LONG BEACH, a municipal corporation Assistant City Manager City Manager EXECUTED PURSUANTO SECTION 301 CTHE CITY CHARTER

Approved as to form this 23rd day of December, 2013.

CHARLES PARKIN/City Attorney

By Danuty City Attornay

Deputy City Attorney

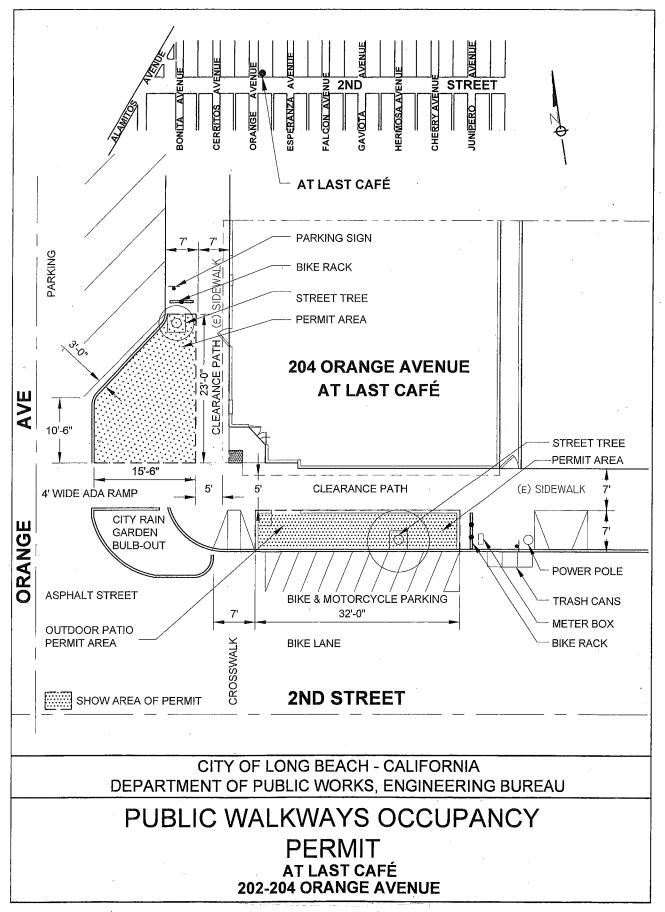


EXHIBIT A
SHEET 1 OF 2

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

Restaurant: At Last Café Permitee: At Last Café					
Addre	ess: <u>204 Orange Avenue</u> Telephone: <u>(562) 437-4837</u>				
Χ	Tables number: 13 (including 2 fixed communal dining tables)				
Χ	Chairs number: 42 (including bench seating)				
X	Umbrella(s) height & number:				
X	Heater(s) height & number:				
0	Menu board				
0	Waiter station size				
X	Planters for trees or other landscape describe: 1 custom-built wood bench with continuous planter box filled with herbs along the street deck edge on Orange Ave.				
X	Other: A metal rail will be installed to define the extents of the sidewalk dining area. The railing will consist of a top bar and vertical supports with no infill panels.				
	ollowing are prohibited: • canopies (ground supported) • television monitors ttee signature: Date:				
	name here: <u>John McLaughlin</u>				

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

EXHIBIT A

SHEET 2 OF 2

OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

EXHIBIT "B"

"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 o
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 Alamitos 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.

OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

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EXHIBIT "C"

PUBLIC WALKWAYS OCCUPANCY PERMITS ENFORCEMENT PROCESS

- 1. Letter of information sent to Permittee regarding Long Beach 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 Long Beach 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.



PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PAUL PODRAZA

	PAUL PODRAZA INSURANCE AGENCY INC PHONE (A/C, No, Ext): (562) 930-9112 FAX (A/C, No): (562) 621-0423							
5538 E 7TH STREET ADDRESS: paul@podrazainsurance.com								
LONG BEACH, CA 90804					INSURER(S) AFFORDING COVERAGE			NAIC#
CA LICENSE # 0G92993				INSURE	INSURER A: FARMERS INSURANCE EXCHANGE			21652
INSURED				INSURE	RB: TRUCH	(INSURAN	CE EXCHANGE	21709
	HN MCLAUGHLIN			INSURE	RC:			
	A: AT LAST CAFE			INSURE	RD:			
ì	2-204 ORANGE AVE			INSURE	RE:			
LO	NG BEACH, CA 90804			INSURE	RF:		· · · · · · · · · · · · · · · · · · ·	
				E NUMBER:			REVISION NUMBER:	
IN CI	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	QUIRE PERTA POLIC	EME UN, IES.	NT, TERM OR CONDITION OF AN THE INSURANCE AFFORDED BY LIMITS SHOWN MAY HAVE BEEN I	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO AL	O WHICH THIS
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	GENERAL LIABILITY						EACH OCCURRENCE \$1,	000,000
Α	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$25	0,000
ĺ	CLAIMS-MADE X OCCUR	X	X	60481-08-44	04/07/2013	04/07/2014	MED EXP (Any one person) \$5,0	000
							PERSONAL & ADV INJURY SIN	cluded
ŀ					nanani			000,000
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	X POLICY PRO-	!			1/RA		LIQUOR LIABILITY 511	ML/2MIL AGG
1	AUTOMOBILE LIABILITY	1		- Mexico	llle		COMBINED SINGLE LIMIT (Ea accident) : \$	
1	ANY AUTO						BODILY INJURY (Per person) S	
]	ALL OWNED SCHEDULED AUTOS				33.		BODILY INJURY (Per accident) \$,
	HIRED AUTOS NON-OWNED AUTOS			for the Garage and Market	1	1	PROPERTY DAMAGE S (Per accident)	
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY YIN						X WC STATU- OTH- TORY LIMITS ER	
В	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		A01104050	05/01/2013	05/01/2014	E.L. EACH ACCIDENT \$1,	000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,	000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$1,	000,000
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The City of Long Beach, its boards and commissions, and their officials, employees, and agents are included as additional insured as per endorsement on policy and following.								
(30) days prior written notice of cancellation and (10) days notice for non-payment								
CERTIFICATE HOLDER APPROVED AS TO ECODAL CANCELLATION								
Cit	City of Long Beach							
Office of the City Engineer Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the expiration date.								
The state of the s								
Att	Attn: Bill Pittman							
	By more recommendation and a second	James .	James		,	V ml	Man M	
	LINDA I. VU Paul Podraza							
	DEPUTY CITY ATTORNEY © 1988-2010 ACORD CORPORATION. All rights reserved.							

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

Attach to your policy with the same policy number shown on this endorsement.

ENDORSEMENT

Effective

Date 04/07/13

60481-08-44

Policy Number of the Company designated in the Declarations

NAMED INSURED(S)
MCLAUGHLIN JOHN
AT LAST CAFE
DBA: JM CHEF CATERING

Michael Clas

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

COUNTERSIGNED 4(713
(Date)



Members Of The Farmers Insurance Group Of Companies Home Office: 4680 Wilshire Blvd., Los Angeles, California 90010

Policy Declarations

	Louch Deciding	14			
1.	RESTAURANTS -PI	REMIER			
Named · AT LAST CAFE Insured · MCLAUGHLIN, JOHN Mailing · 6142 EBERLE STREE	T	_	NV32068 Acct, No.	Prod. Count	
Address : LAKEWOOD	CA 90713	-	97-07-35P Agent No.	Policy Number	Ŧ
The named insured is an individual unles ☐ Partnership ☐ Corporation ☐ Joint		ıy other)			
Type of Business RESTAURANT 2. Policy Period from 04/07/13 (no If this policy replaces other coverage the not take effect until the other coverage to continue this insurance, we will rene period subject to our premiums, rules and Insured location same as mailing address 001 001 202-204 ORANGE	nat ends at noon standard ting ends. This policy will conting the work this policy if you pay the different then in effect. ass unless otherwise stated:	ne of the sam ue for succes	te day this policy sive policy periods ewal premium for	begins, this policy wi as follows: If we elec	ct

4. We provide insurance only for those coverages described below and for which a specific limit of insurance is shown.

	Property				
Coverages And Limits Of Insurance					
COVERAGES	PREM NO. 001 001				
BUSINESS PERSONAL PROPERTY PROPERTY DEDUCTIBLE TENANTS EXTERIOR GLASS ACCOUNTS RECEIVABLE VALUABLE PAPERS OUTDOOR SIGNS BACKUP OF SEWER AND DRAIN CONTAMINATION SHUTDOWN TENANT IMPROVEMENT/BETTERMENTS OFF PREMISES PERSONAL PROPERTY MONEY AND SECURITIES CRIME DEDUCTIBLE OUTDOOR TREES, SHRUBS, PLANTS	\$44,900 \$1,000 INCLUDED \$25,000 \$25,000 \$10,000 \$10,000 \$86,500 \$10,000 \$5,000 \$5,000 \$5,000				

Business Income (All Listed Premises) 18 months-Actual Loss Sustained

tional Coverages
nises
\$1,000,000 \$1,000,000



	ptional Higher Limits of Insurance Per Occurrence
Coverage	All Premises
Optional Coverages: We provide i	insurance for those Optional Coverages described below.
Coverage	All Premises
EMPLOYEE DISHONESTY	\$10,000 \$500 DEDUCTIBLE
Liability And Medical Payments - Except amount of insurance we provide during the Form.	t for Fire Legal Liability, each paid claim for the following coverage reduces the eapplicable annual period. Please refer to Paragraph D.4. of the Liability Coverage
Coverage	Limits Of Insurance
LIABILITY MEDICAL EXPENSES	\$1,000,000 PER OCC/ \$2,000,000 GEN AGG \$5,000 PER PERSON
TENANTS LIABILITY LIQUOR LIABILITY	\$250,000 PER OCCURRENCE \$1,000,000 PER OCC/ \$2,000,000 GEN AGG
Mortgage Holders:	
Premises No.	Mortgage Holder Name, Address

C5991502 PAGE 2 OF 3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Effective Date of Change: 05/01/2013

Expiration Date: 04/07/2014

Change Endorsement No.: 1

Agent: 97-07-35P

Named Insured: AT LAST CAFE

The following item(s):

	le following item(s).						
	Insured's Name	Insured's Mailing Address					
	Policy Number	Company					
	Effective/Expiration Date	Insured's Legal Status/Business of Insured					
	Payment Plan	Premium Determination					
✓	Additional Interested Parties	Coverage Forms and Endorsements					
	Limits/Exposures	Deductibles					
	Covered Property/Location Description	Classification/Class Codes					
	Rates	Underlying Insurance					

is (are) changed to read {See Additional Page(s)}:

The above amendments result in a change in the premium as follows:

1	NO CHANGES	TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM						
			\$	\$						
Αι	Authorized Representative Signature:									
Ĺ										

POLICY CHANGES ENDORSEMENT DESCRIPTION

Add Additional Interest and E3306 (Waiver of Rights) -Additional Insured -BP04070187 State/Political Subdivision Permits-Related to Premises The City of Long Beach its boards and commissions, and 333 W OCEAN BLVD, 10th FLOOR Office of City Engineer LONG BEACH, CA 90802 Location: 202-204 ORANGE AVE LONG BEACH, CA 90802

REMOVAL PERMIT

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change: after that, this insurance does not apply at the previous location.