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

1

2

3

4

5

6

7

8

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

PUBLIC WALKWAYS OCCUPANCY PERMIT

P - 00136

This Public Walkways Occupancy Permit ("Permit") is granted this Leth day of Long Walkways Occupancy Permit ("Permit") is granted this Leth day of Long Beach at its meeting held on December 2, 2104, to IJ LEE, INC., a California corporation ("Permittee"), whose address is 16353 Harbor Blvd., Fountain Valley, California 92708, as the operator of Sushi Ai and lessee of premises at 5260 East Second Street, Long Beach, California.

Permission is granted to Permittee to occupy the public right-of-way with the following obstruction: **low barrier, two (2) tables, and three (3) chairs** at 5260 East Second Street, 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:

- 1. 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.
- 4. 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.
- 7. The public street right-of-way shall be used by Permittee only for the 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

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

- 10. No surface improvements, included but not limited to special paving 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. 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.
- 14. The following additional conditions shall apply to public walkway occupancy permits for dining or entertainment areas:

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

- 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".
- C. 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.
- Sidewalk dining or entertainment is permitted to operate between the hours of 10:00 a.m. and 10:00 p.m. only.
- 15. Any permit issued within the downtown area as defined on Exhibit "B" and made a part of this Permit shall comply with all of the foregoing requirements and the following additional requirements:
- Α. No tents or windbreaks may be used in, over, or around dining or entertainment areas.
- B. 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.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

16. 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.

- 17. 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.
- 18. 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

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

- 19. In partial performance of this obligation, Permittee shall obtain and keep in full force and effect such public liability insurance and property damage insurance as required by the Long Beach Municipal Code.
- 20. 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.
- 21. The terms of this permit shall be enforced by the procedure set forth on Exhibit "C", attached and made a part of this permit.
- 22. 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.
- 23. 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.

25 || ///

26 || ///

27 | ///

28 | ///

The acceptance of this Pern	nit 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.								
September 26, 20/4	IJ LEE, INC., a California corporation By							
, 20	By Name Title							
	"PERMITTEE"							
Janvary 12, 2015	CITY OF LONG BEACH, a municipal corporation By Section 301 OF THE CITY CHARTER. City Manager Assistant City Manager							
Approved as to form this	day of <u>December</u> , 20 <u>14</u> .							
	CHARLES PARKIN, City Attorney By Deputy City Attorney							

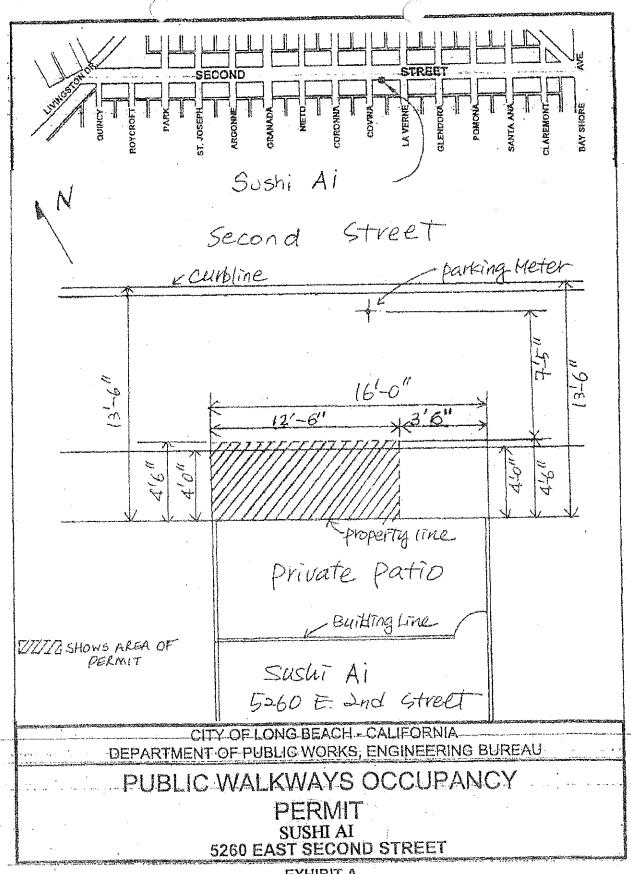


EXHIBIT A

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

Restaurant: Sushi Hi Permitee: Ly Let, sluc.
Address: 5260 E. 2nd Street Telephone: (944) 677-2503
X Tables 2 number: 2
X Chairs
Umbrella(s) height & number:
Heater(s) height & number:
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 entertainmen (Note: A separate entertainment permit is required).
The following are prohibited: canopies (ground supported) television monitors
Permittee signature: Date: 7/22/14
Print name here: SANG JI LEE

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

EXHIBIT A Page 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 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 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

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT "C"

PUBLIC WALKWAYS OCCUPANCY PERMITS ENFORCEMENT PROCESS

- 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.
- 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.
- 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/12/2016

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 endors										
PRODUCER			CONTACT mkt50							
CAL-KOR Insurance Services			PHONE (A/C, No. Ext): (213) 387-5000 FAX (A/C, No): (213) 388-8595							
3200 Wilshire Blvd			E-MAIL ADDRESS:							
Ste 1700 - South Tower				INSURER(S) AFFORDING COVERAGE NAIC #						
Los Angeles CA 90010				INSURER A:Leading Insurance Group Ins.co-KBIC 37800						
INSURED			INSURER B:							
IJ Lee, Inc., DBA: Sushi Ai & Kokoro Sushi			INSURER C: KB MS. C. A -							
5260 E. 2nd St.			INSURE	RD:		<u> </u>		, ,		
			INSURE	RE:		100vean	- کلانا	C	2.	
				INSURER F:						
		ATE NUMBER:CL1671229		(00)(70 70		REVISION NUM		= BO	JOY BESIOD	
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.										
NSR LTR TYPE OF INSURANCE	ADDL SI INSD W	UBR WD POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS			
X COMMERCIAL GENERAL LIABILITY						EACH OCCURREN			1,000,000	
A CLAIMS-MADE X OCCUR						DAMAGE TO RENT PREMISES (Ea occ	urrence) \$		50,000	
Laborator De Transport	X	020125061BP0102		11/11/2015	11/11/2016	MED EXP (Any one	person) \$		5,000	
						PERSONAL & ADV	INJURY \$		1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGRE			2,000,000	
X POLICY PRO-						PRODUCTS - COM			2,000,000	
OTHER:						COMBINED SINGLE	S ILIMIT S			
AUTOMOBILE LIABILITY						(Ea accident) BODILY INJURY (P	3			
ANY AUTO ALL OWNED SCHEDULED						BODILY INJURY (P				
AUTOS AUTOS NON-OWNED			المؤاملان و	ar Mai	4	PROPERTY DAMAG	-			
HIRED AUTOS AUTOS		A CONTRACTOR AS NO		HULFRY)		(Per accident)	\$			
UMBRELIA LIAB OCCUR		The state of the	11	AC	111	EACH OCCURREN				
EXCESS LIAB CLAIMS-MADE		Van M	\mathcal{L}_{-}	and the second second		AGGREGATE	\$			
DED RETENTION\$	1	MANAGER				710071207712	\$			
WORKERS COMPENSATION		THE DIVING BY	AG	. /	2	PER STATUTE	OTH- ER			
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			11	9-16	-1%	E,L, EACH ACCIDE				
			- / 7			E.L. DISEASE - EA	EMPLOYEE \$			
			eselvestv	Manual Commission Comm		E.L. DISEASE - POLICY LIMIT \$				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC * 10 day notice for non-payme policy.						wired) ed as addit	ional i	nsur	red to the	
	AF	PROVED AS TO FOR	W.	,						
шереничера	20.000 · 100.000	The state of the s	20 L							
CERTIFICATE HOLDER CH	ARLE	S PARKIN, City Affor	CANO	ELLATION						
_	(W. D Sh	A STATE OF THE PARTY OF THE PAR							
By City of Long Beach Office of the City En Attn: Bill Pittman	gine	er DEPUTY CITY A	THE	EXPIRATION	N DATE THE	ESCRIBED POLICE EREOF, NOTICE CY PROVISIONS.				
333 West Ocean Boulevard 10th Floor				AUTHORIZED REPRESENTATIVE						
				In Pyo Hong/MKT50						

7/12/2016

FAX NO. __(213) 388-8595

CHARLES By

CHARLES PARKIN, EXTATION



CITY OF LONG BEACH

DEPLITY CUTY ATTORNE

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

333 West Ocean Boulevard, 10th Floor . Long Beach, California 90802 . (582) 570-5975 FAX (562) 570-5176

General Liability Endorsement – Public Walkways Occupancy Permits Minimum Limits: \$1,000,000 per occurrence, \$2,000,000 general aggregate

GENERAL LIABILITY POLICY INFORMATION Insurance Company Leading Insurance Services, Inc. 1. 2. 02125061BP0101 Policy Term (from) 11/11/2015 (to) 11/11/2016 Policy No. Endorsement expiration date <u>11/11/2016</u> 3. Endorsement effective date 11/11/2015..... Name of Insured IJ Lee Inc. 5. Address of Named Insured _5260 E 2nd St. Long Beach, CA 90803 Address of Permitted Operations 5260 E 2nd St. Long Beach, CA 90803 6. 7. Deductible or Self-insured Retention (nit unless otherwise specified) \$ 0 for liability 1,000,000 8. Policy Limits: Occurrence \$ General Aggregate: \$ 2,000,000 9. Policy Form equivalent to: CG 00 01 X CG 00 02 GL 00 02 В. 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 tees 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 and commissions, and their 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. 3. 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. 4. 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: Cal-Kor Insurar ATTENTION: In Hong (Company) ADDRESS: 3200 Wilshire Blvd Suite 1700 South Tower, Los Angeles, TELEPHONE: (909) 964-2565 FAX: SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER D. I, (print name) In Hong , 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.

ORGANIZATION: Cal-Kor Insurance Services

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ADDRESS 3200 Wilshire Blvd Suite 1700 South Tower, Los Angeles, CA 90010

TITLE: Producer

TELEPHONE: (909) 964-2565