

PUBLIC WALKWAYS OCCUPANCY PERMIT

(WITH CANOPY)

This Public Walkways Occupancy Permit ("Permit") is granted this 19th day of _____ March _____, 2013, pursuant to minute order adopted by the City Council of the City of Long Beach at its meeting held on January 8, 2013, to MICHAEL'S PIZZERIA PROMENADE, LLC, a limited liability company ("Permittee"), whose address is 5620 2nd Street, Suite C, Long Beach, California 90803, as the operator of the MICHAEL'S PIZZERIA PROMENADE restaurant and lessee of premises at 210 East 3rd Street, Long Beach, California 90802.

Permission is granted to Permittee to occupy the public right-of-way with the following obstructions: **low barrier, seventeen (17) tables, thirty-eight (38) chairs, one (1) waiter station, one (1) fire pit, and two (2) canopies** at 210 East 3rd Street, Long Beach, California 90802. 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".

Permittee is further granted permission to occupy part or all of the area described on Exhibit "A", pursuant to the conditions set forth on Exhibit "D", incorporated by reference and made a part of this Permit. The canopy shall be considered part of the "obstructions" as that term is used throughout this Permit, unless otherwise specified.

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. 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. This use of a portion of the public street right-of-way is consistent

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

1 with proper and lawful street uses and the use is approved; and

2 5. The City Engineer has determined that this use is in compliance with
3 Chapter 14.14 of the Long Beach Municipal Code, all related to temporary use of the
4 public rights-of-way.

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

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

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

13 3. The maximum height of any such obstruction shall be six (6) feet and
14 all such obstructions shall be entirely portable, except as specifically authorized by the
15 City Engineer. This height limit shall not apply to a Canopy, the height of which shall be
16 determined by the City Engineer in consultation with the Fire Marshall and the Building
17 Official in conformity with all state and local laws and regulations.

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

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

24 6. Such obstructions may not be located within twenty (20) feet from an
25 intersection (measured to the prolongation of the near curb of the intersecting street) or
26 within ten (10) feet from a driveway or alley (measured to the near end of the fully
27 depressed portion of an apron-type driveway or to the prolongation of the near curb of the
28 driveway) unless otherwise approved by the City Council pursuant to the considerations

- 1 specified in Chapter 14.14 of the Long Beach Municipal Code.
- 2 7. The public street right-of-way shall be used by Permittee only for the
3 obstructions described above and in the area shown on Exhibit "A".
- 4 8. The area in front of the entrance to the business shall not be
5 obstructed by barricades, chairs, tables or other furniture.
- 6 9. The Permittee shall place all obstructions, and any accessories or
7 equipment located within a dining or entertainment area, in strict accordance with Fire
8 Department and Health and Human Services Department standards and contained within
9 Chapter 14.14 of the City of Long Beach Municipal Code, as amended from time to time.
10 If the area that is the subject of this Permit is within a redevelopment area, Permittee
11 must also comply with all limitations imposed by the Redevelopment Agency as part of an
12 approved master plan or design guidelines.
- 13 10. No surface improvements, included but not limited to special paving
14 surfaces, may be removed or altered by the Permittee unless approved in advance in
15 writing by the City Engineer.
- 16 11. The Permittee shall not allow cleaning chemicals, or other foreign
17 matter to flow into the parkway tree well, and shall otherwise protect the health of
18 adjacent street trees, and shall likewise prevent the discharge of litter, cleaning chemicals
19 and all other foreign matter to the storm drain system.
- 20 12. The Permittee shall protect any parkway trees in the immediate
21 vicinity of the permit area from damage due to the Permittee's cleaning or other activities
22 on the public walkway. The Permittee shall not interfere with City's access to parkway
23 trees for maintenance purposes. Any special maintenance of the parkway trees is the
24 responsibility of the Permittee and must be performed by a qualified landscape contractor
25 acting under a permit from the City's Street Landscaping Division. City shall not be held
26 financially responsible for damage to Permittee's sidewalk furniture or awnings occurring
27 in the course of regular street tree maintenance.
- 28 13. Upon any termination of this Permit, whether by revocation or

1 otherwise, Permittee shall remove the obstructions authorized by this Permit at the sole
2 discretion of the City Engineer and shall otherwise restore the public street right-of-way to
3 a condition substantially the same as existed immediately prior to the occupancy
4 provided for by this Permit. Should Permittee fail or refuse to remove the obstructions,
5 City may do so and, in such event, the security deposit paid by Permittee shall be applied
6 to City's costs. Permittee shall reimburse City for any costs in excess of the security
7 deposit. In the event of removal by City of all or any portion of the obstructions, City shall
8 not be liable for any damage to or loss of any property of Permittee.

9 14. The following additional conditions shall apply to public walkway
10 occupancy permits for dining or entertainment areas:

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

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

19 C. All dining and entertainment which takes place on the public
20 right-of-way shall conform to the requirements of Chapter 8.80 of the Long Beach
21 Municipal Code regarding noise. Complaints regarding noise shall be logged by city staff
22 and may be the basis for suspension, cancellation, or non-renewal of a permit.

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

25 15. Any permit issued within the Downtown Area as defined on Exhibit
26 "B" and made a part of this Permit shall comply with all of the foregoing requirements and
27 the following additional requirements:

28 A. Except as authorized as a Canopy pursuant to the terms and

1 conditions set forth on Exhibit "D", if any is attached, no tents or windbreaks may be used
2 in, over, or around any portion of the public right-of-way, including but not limited to the
3 area that is the subject of this Permit.

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

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

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

13 Upon expiration, a new permit must be obtained on the basis of a new
14 application and payment of a new fee and any security deposit amount due. Renewal of
15 the Permit is not automatic and there is no right or entitlement to any use of the public
16 right-of-way. Security deposits may be adjusted from year to year based on permit
17 compliance and enforcement cost history. This Permit shall never be construed as the
18 grant by City of any right to permanently use or occupy all or any portion of the public
19 right-of-way; nor shall it ever be construed as a waiver on the part of City, or as an
20 estoppel against it, which would in any manner whatsoever bar or limit, or otherwise
21 prejudice, its right to at any time whatsoever require a discontinuance of the use or
22 occupancy of all or any part of the public street right-of-way, the removal therefrom of all
23 or any obstructions erected or maintained under this Permit and the restoration of such
24 public street right-of-way to a clean condition, all at the sole cost and expense of
25 Permittee.

26 Notices of violation of any of the terms and conditions of this Permit may be
27 issued by the City of Long Beach. Within the downtown area as defined on Exhibit "B",
28 preliminary informal notices may be issued by Downtown Long Beach Associates. The

1 enforcement process is set forth on Exhibit "C", attached hereto, and made a part of this
2 Permit. Notwithstanding the above, City may revoke this Permit at any time by giving
3 thirty (30) days written notice to Permittee or cancel the Permit for noncompliance with its
4 terms. Such notice shall be signed by the City Manager, postage pre-paid, and
5 addressed to Permittee at its address provided above.

6 Permittee accepts this public right-of-way in its present condition and
7 agrees to maintain the same in a safe, clean, and orderly condition. Any and all uses
8 made of the public right-of-way shall be at the sole risk, cost, and expense of Permittee.
9 Permittee, by its acceptance of this Permit, agrees to indemnify, defend, save and keep
10 City, its officers, agents and employees free and harmless from and against any and all
11 liability as well as from and against any and all loss, claims, demands, damages,
12 expenses and costs of whatsoever nature arising out of or in any manner resulting,
13 directly or indirectly, from Permittee's operations on or the condition, use or misuse of the
14 public street right-of-way, including liability, claims or damages to or as a result of any
15 structures or fixtures on the public street right-of-way or appurtenances to it.

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

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

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

27 In case suit shall be brought for the recovery of possession of all or any
28 portion of the public right-of-way or because of the breach of any covenant contained in

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1 this Permit to be kept and performed on the part of Permittee, Permittee shall pay to City
2 reasonable attorneys' fees which shall be fixed by the court.

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

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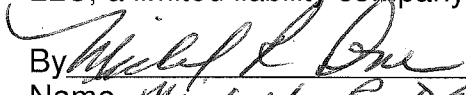
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The acceptance of this Permit by Permittee shall be endorsed on this Permit and shall be an acceptance by Permittee of all of the terms and conditions of this Permit and an agreement to abide and comply with it. Permittee further acknowledges that 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.

MICHAEL'S PIZZERIA PROMENADE,
LLC, a limited liability company

By 
Name MICHAEL R DENK
Title MANAGER

_____, 20____
_____, 20____

By _____
Name _____
Title _____

"PERMITTEE"

CITY OF LONG BEACH, a municipal
corporation **Assistant City Manager**

March 19, 2013

By 
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"CITY"

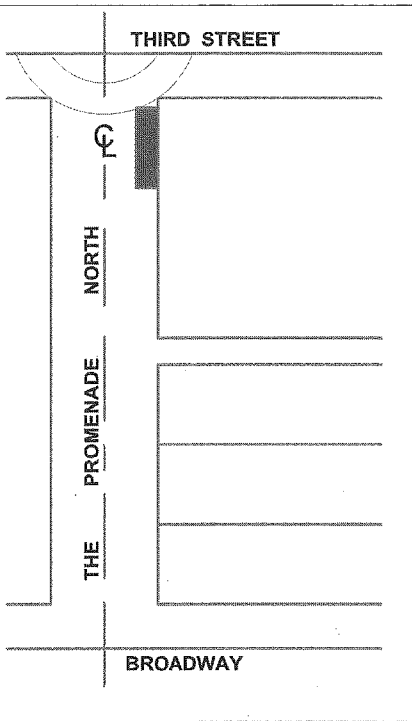
Approved as to form this 1st day of February, 2013.

ROBERT E. SHANNON, City Attorney

By 
Deputy City Attorney

THIRD

STREET

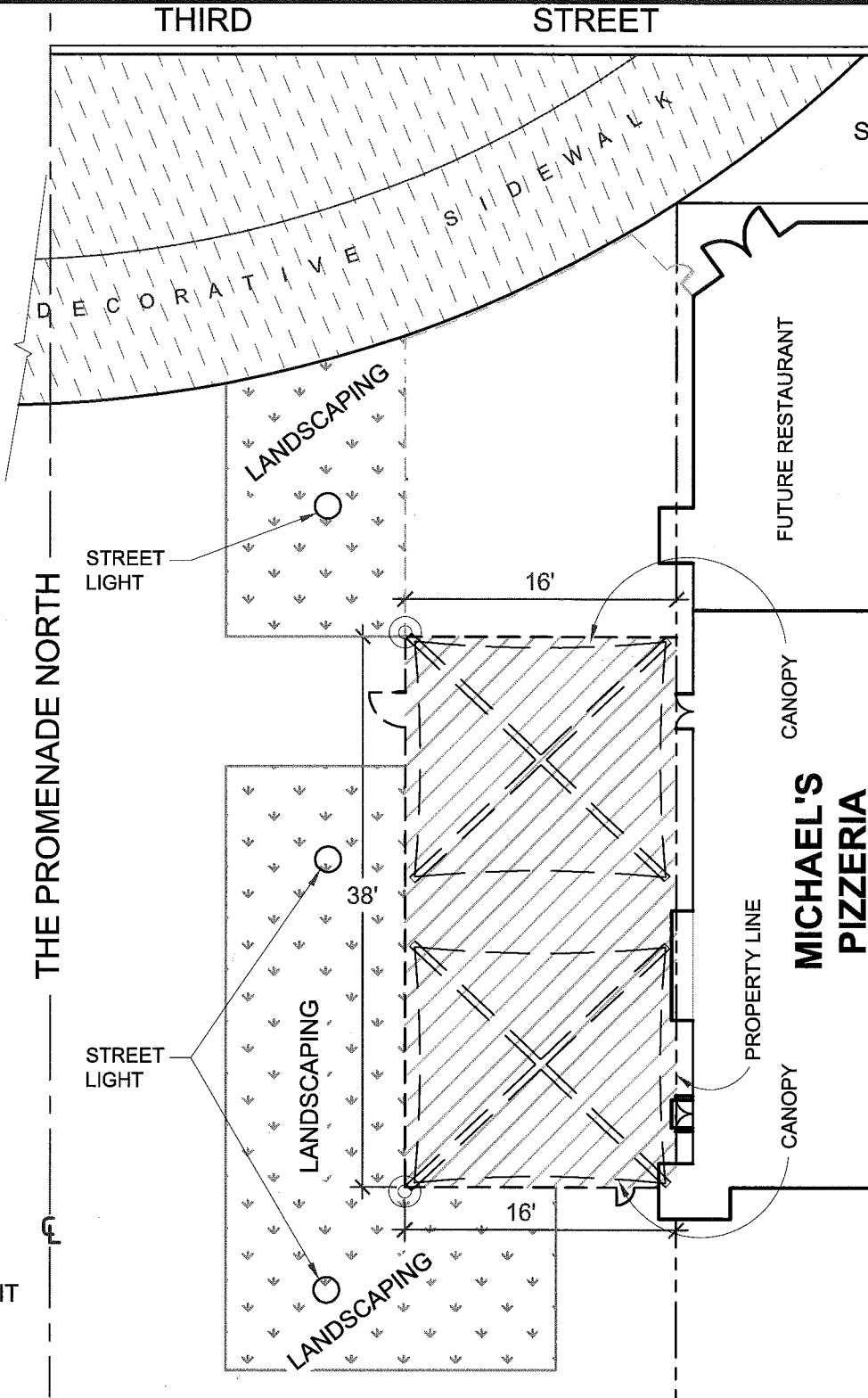


VICINITY MAP

SCALE: NONE



 SHOWS AREA OF PERMIT



DRAWING NOT TO SCALE

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

**PUBLIC WALKWAYS OCCUPANCY
PERMIT**

**MICHAEL'S PIZZERIA PROMENADE
210 EAST 3RD STREET SUITE C**

EXHIBIT A
SHEET 1 OF 2

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

Restaurant: Michaels Pizzeria Promenade Part of: Michaels Pizzeria Promenade, LLC
Address: 210 3rd Street Telephone: 562 439 7080

Tables number: 20 17

Chairs number: 27 38

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

1 Waiter station size: TBD

Planters for trees or other greenscaping describe: _____

2 Other: Canopies, 1 Fire Pit

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: Michael R DeVe

Date: 11/6/12

Print name here: Michael R DeVe

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 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.

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EXHIBIT "D"

REQUIREMENTS FOR PUBLIC WALKWAYS OCCUPANCY PERMIT WITH CANOPY ("CANOPY PERMIT")

1. A public walkway occupancy permit granted to a business in the Downtown area may include a permit for a canopy structure, including overhead structures and windbreaks, provided that public walkway occupancy permit is maintained in good standing. Should the business not comply fully with the terms and conditions of the public walkway occupancy permit, or fail to pay any fees associated with the permit, the Canopy Permit may be revoked.
2. Such structures must comply with all applicable laws and regulations, including but not limited to all Fire, Health, and Building Code regulations.
3. Such structures shall be a medium-toned beige or shall match the color of the adjacent building.
4. Signage on or adjacent to a canopy shall be limited to business identification signs, and shall be included in the calculation of total signage permitted pursuant to Chapter 21.44 of the Long Beach Municipal Code.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2013

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).

PRODUCER Amico Insurance Agency, Inc. P. O. Box 41455 Long Beach, CA 90853	CONTACT NAME: John Santitoro	
	PHONE (A/C, No, Ext): 562-433-9492	FAX (A/C, No): 866-358-5302
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : XL Specialty Insurance Company		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	63A4000918-00	01/28/13	01/28/14
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO					LIQUOR Liability \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS	X	X	634000918-00	01/28/13	01/28/14
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					\$
	<input type="checkbox"/> EXCESS LIAB					\$
	<input type="checkbox"/> OCCUR					\$
	<input type="checkbox"/> CLAIMS-MADE					\$
	DED					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

APPROVED AS TO SUFFICIENCY
 Michael Aless
 RISK MANAGER
 CITY OF LONG BEACH
 DATE 6/15/13

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Loc.: 210 E.3rd.Street,suite C, Long Beach,CA.90802 / 608 sqft.Patio

APPROVED AS TO FORM
 6/24/2013
 ROBERT E. SHANNON, City Attorney
 LINDA T. VU
 DEPUTY CITY ATTORNEY

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED PER INSURANCE COMPANY ENDORSEMENT ATTACHED BY _____

CERTIFICATE HOLDER	CANCELLATION
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City of Long Beach
 Dept. of Public Works
 333 W. Ocean Blvd, 10th floor
 Long Beach, CA 90802
 attn: Right-of-Way Coordinator

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 John Santitoro

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
(DESIGNATED PERSON OR ORGANIZATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE


1. Designation of Premises (part leased to you): Per PR-01

2. Name of Person or Organization (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.**
Dept of Public Works
333 W Ocean Blvd 10th Floor
Long Beach, CA 90802
Attn: Right-of-Way Coordinator

3. Additional Premium: Incl.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your" acts or omissions or the acts or omissions of those acting on "your" behalf.

- A. It is agreed that such insurance as is afforded by this policy for the benefit of the persons or organizations as listed above shall be primary insurance as respects to any claim, loss or liability arising directly or indirectly from "your" operations or in connection with "your" premises owned by or rented to "you". Any other insurance by such persons or organizations shall be noncontributory with the insurance provided hereunder.
- B. The words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization named as an Additional Insured under this policy endorsement.

APPROVED AS TO FORM
 6/24/2013
 ROBERT E. SHANNON, City Attorney
 By 
 LINDA T. VU
 DEPUTY CITY ATTORNEY



CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS ATTN: PERMITS

333 West Ocean Boulevard, 10th Floor, Long Beach, California 90802 (562) 570-7082 FAX (562) 570-5077

General Liability Endorsement – City Permits

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

A. GENERAL LIABILITY POLICY INFORMATION

- Insurance Company :XL Specialty Insurance Co.
- Policy No. 63A4000918-00 Policy Term (from)01/28/2013 (to)01/28/2014
- Endorsement effective date 01/28/2013 Endorsement expiration date 01/28/2014
- Name of Insured MICHAEL'S PIZZERIA PROMENADE,LLC
- Address of Named Insured 210 E.THIRD ST. #C , Long Beach,CA.90802
- Policy Limits: Occurrence \$ 2,000,000 General Aggregate: \$2,000,000

APPROVED AS TO SUFFICIENCY
 RISK MANAGER
 CITY OF LONG BEACH
 DATE

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 and its boards, officials, employees, and agents are 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 insurance afforded by this policy to the City, its boards, officials, employees and agents is primary insurance. Any other insurance or self-insurance maintained by the City, its boards, officials, employees, and agents is in excess of this insurance and shall 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, subject 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 except after thirty (30) days prior written notice has been given to the City at the address above. Ten (10) days prior written notice is acceptable if the policy is cancelled for nonpayment of premium.

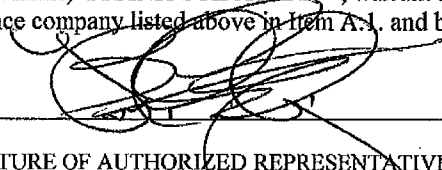
C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incident and claims are reported to the insurer at:

ATTENTION: LIABILITY CLAIM DEPT. "PRECISION RISK MANAGEMENT" for XL SPECIALTY INSURANCE CO.
 (Name) (Title) (Company)
 ADDRESS: 6363 Katella Ave., Cypress, CA.90630
 TELEPHONE: (800) 222-5582 FAX: (714) 228-7879

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) FRANK STIPATI, 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.



 SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

6/14/13

 Date 6/14/2013

TITLE: Vice President OCCUPATION: Underwriting

ADDRESS: 6363 Katella Ave., Cypress, CA.90630

TELEPHONE: (714) 228-7872 FAX NO. (714) 228-7838
 LO/DN/c:forms/general liability TSOP

Policy Number: 63A4000918-00

XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Effective Date: 01/28/2013 Internal Endorsement # 11
Named Insured: Michael's Pizzeria Promenade, LLC c/o William G Burkett Agent: 10832-1
DBA: Michael's Pizzeria Amico Insurance Agency, Inc.
Address: Howard CDM
3750 Long Beach Blvd, Suite 200

Long Beach, CA 90807

No Change in Premium	\$0.00	No Change in Fees	\$0.00
		No Change in CIGA	\$0.00

Endorsement Description:

Endorsement#: 11

Section II - Additional Insured City of Long Beach (per form CoEnd#19A) is hereby amended to read as:

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.
Dept of Public Works
333 W Ocean Blvd 10th Floor
Long Beach, CA 90802
Attn: Right-of-Way Coordinator

Countersigned _____

Date _____