ENCROACHMENT PERMIT
(to be completed by applicant)

EDWARD C. & HELEN F. FREELAND, the X Owner __ Lessee of the property located at 4077 TERRACINA in the City of Riverside, Assessors Parcel No. 217-112-017 hereby requests permission to MAINTAIN AN EXISTING GARAGE & DRIVEWAY AND CONSTRUCT & MAINTAIN A CARPORT

in the public right of way of _____/or the 10' SEWER & PUBLIC UTILITIES easement at the ___ rear/ X side/ ___ front of said property. The attached drawing shows the requested encroachment. Upon issuance of this permit, I agree to comply with the attached terms and conditions.

Date 6-30-95

x Helen F. Freeland

x _____

.....

ENCROACHMENT PERMIT APPROVAL
(to be completed by City)

This permit shall become effective upon the approval of the Departments listed below. Issuance of this permit shall not be construed as a waiver of any other applicable permit or requirement, but is only revocable permission to use the land for the purpose described.

X Public Utilities Water Ed Vostal

X Public Utilities Electric [illegible]

X Planning Craig [illegible]

___ Parks and Recreation _____

___ (other) _____ _____

___ (other) _____ _____

Upon obtaining the above signatures, return this permit to the Public Works Department for final approval.

Date 6/30/95

[illegible]
Public Works Director

Encroachment Permit No. 1301

E-1301

TERMS AND CONDITIONS

The following indicated terms and conditions apply to encroachment permit no. E-1301.

1. Permittee acknowledges that the area of encroachment is owned or controlled by the City of Riverside.

2. Permittee acknowledges that the described property could be needed for a proposed or planned public improvement and the City may revoke this permit. Upon written notice of revocation, the permittee shall, within the time prescribed by the City, remove all improvements placed, constructed or maintained. If the permittee fails to abide by the removal order of the City, the City shall have the right to remove and destroy the improvements without reimbursement to the permittee. The cost of such removal shall be paid by the permittee to the City and shall constitute a debt owed to the City.

3. Permittee waives the right of claim, loss, damage or action against the City resulting from revocation, termination, removal of improvements or any action of the City, its officers, agents or employees taken in accordance with the terms herein.

4. If the City Council of the City of Riverside finds that the permittee is in default of the terms of this permit, that shall be cause for revocation.

5. Permittee herewith agrees to hold the City of Riverside harmless from and against all claims demands, costs, losses, damages, injuries, actions for damages and/or injuries, and liability in connection with the construction, encroachment, and/or maintenance to be done by permittee within the described property.

6. Prior to any construction taking place on City controlled property, permittee shall obtain a Construction Permit or Street Opening Permit from the City Public Works Department.

7. The permittee agrees to insure that construction of their improvements will not interfere in any way with existing City or utility facilities. The existing facilities will require future maintenance, reconstruction and revisions and facilities may be added, any of which may result in removal or alteration of the permittee's improvements without

reimbursement to the permittee. Prior to construction, Permittee shall contact Underground Service Alert to field locate existing utility lines. Any conflicts discovered will void the permit until acceptable revisions are made.

8. Other_____

_____

_____

_____

E-1301