ENCROACHMENT PERMIT
(to be completed by applicant)

PACIFIC BELL MOBILE SERVICES, a California corporation, "Permittee," hereby requests permission to construct and maintain wireless communications facilities and conduct soil borings for preliminary geotechnical foundation investigations at **one location** encroaching in the public right-of-way as shown on the attached drawings. Upon issuance of this permit, Permittee agrees to comply with the attached terms and conditions.

Dated 8/21/96

PACIFIC BELL MOBILE SERVICES, a California corporation

By [signature]

Title Network Development Manager

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 purposes above described.

✓ Public Utilities Water — B. Simpson 8/23/96

✓ Public Utilities Electric — Bill Manoud 8-22-96

✓ Park and Recreation — [signature] 8/26/96

✓ Planning — Craig Aaron (Subject to corrections on attached plans) 8-23-96 CM-57-956

Property Services [signature] 8/28/96

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

Dated 8/28/96

WW [signature]
Public Works Director

Attachments: Terms and Conditions
Pacific Bell Mobile Services Drawings (as described above)

Encroachment Permit No. 1364

F. 41.1

CM-043-18

E-1364

TERMS AND CONDITIONS

The following terms and conditions apply to encroachment permit number 1364

1. Permittee acknowledges that the areas of encroachment ("the areas") are owned or controlled by the City of Riverside.

2. Permittee acknowledges that the areas could at any time be needed for a proposed or planned public improvement and the City may require Permittee to relocate Permittee's facilities at Permittee's expense. City shall provide written notice of relocation to Permittee pursuant to the terms and conditions of the Master Communications Site License Agreement approved by the City Council of the City of Riverside on March 26, 1996, per City Council Minutes Vol. 81 Page 320. Permittee shall within the time prescribed by the City, remove and relocate all improvements necessary for the planned public improvement. If Permittee fails to abide by the relocation request of the City, the City shall have the right to remove Permittee's facilities without reimbursement to Permittee. The cost of such removal shall constitute a debt owed to the City and shall be paid by Permittee to the City.

Whenever the City causes the grading, widening, or other City improvement of the areas occupied by Permittee, and such grading, widening, or other City improvement requires the relocation of Permittee's then-existing facilities within the areas, the City shall:

Provide Permittee, within a reasonable time prior to the commencement of such grading or widening, written notice requesting such relocation; and

Provide Permittee with copies of any available plans and specifications for such grading or widening.

After receipt of such notice, plans and specifications, and pursuant to said terms and conditions contained in said Master Communications Site License Agreement, Permittee shall relocate such facilities which are in conflict with City construction and such relocation shall be at <u>no</u> cost 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 Permittee is in default of the terms of this permit, that finding shall be cause for revocation.

5. Permittee shall 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 areas. Permittee also waives and releases any and all claims against the City of Riverside and its officers and employees for future losses, expenses, lost revenues and incidental and consequential damages suffered by

Permittee as a result of the City's negligently damaging Permittee's installation, except for the reasonable cost of repair.

6. Before commencing any construction on City controlled property, Permittee shall obtain a Construction Permit or Street Opening Permit from the City Public Works Department. The Permittee's contractor shall conduct construction activities in the areas as directed by the City's Construction Inspector. Particular attention shall be made to restoration of surfaces with similar materials where construction and/or investigations result in damage to public improvements. Restoration of the parkway to previously existing conditions must also be adhered to.

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

8. Prior to construction, Permittee shall contact Underground Service Alert to field locate existing utility lines. Any conflicts discovered will suspend the further work at the affected site until acceptable revisions are made.

9. At the end of construction, Permittee shall furnish a complete set of as-built plans that, in addition to showing usual construction details, shall also adequately show the horizontal and vertical location of Permittee's installations and appurtenances.

11. Permittee agrees to maintain a minimum of 4.00' clearance on existing sidewalks at each location to permit unobstructed pedestrian traffic.

12. This encroachment permit is further subject to the terms and conditions of the said Master Communications Site License Agreement approved by the City Council on March 26, 1996.

Dated 8/26/96

PACIFIC BELL MOBILE SERVICES, a California corporation

By [signature]

Title 8/26/96
Network Deployment Manager

E-1364