TERMS AND CONDITIONS

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 Public Works Director 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 any existing City or utility facilities.

8. Permittee acknowledges that existing city or utility facilities will require future maintenance, reconstruction, and revisions and that facilities may be added, any of which may result in removal or alteration of the permittee's improvements without reimbursement to the permittee.

9. 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. It shall be Permittee's responsibility to determine the location and required clearances from all public and private utility, sewer and drainage facilities prior to drilling and shall only drill in compliance with such clearance requirements.

**NOTE: SEWER AND STORM DRAIN FACILITIES ARE NOT MARKED AS PART OF THE DIG ALERT PROGRAM. IT IS THE RESPONSIBILITY OF THE APPLICANT TO DETERMINE THE ACTUAL LOCATION OF THESE FACILITIES.**

**Special Departmental Conditions Attached:** YES

## Special Conditions
P/W Engineering

10 Permitee agrees to install not more than 12 linear feet of 18" R.C.P. plus end sections under the concrete block wall.

Upon issuance of this permit, I agree to comply with the attached special terms and conditions.

Date 11/4/02 BY: Bruce Hornberg

Date _____ BY: _____

## Special Conditions
P/W Engineering

10 Permitee agrees to install not more than 12 linear feet of 18" R.C.P. plus end sections under the concrete block wall.

Upon issuance of this permit, I agree to comply with the attached special terms and conditions.

Date 11/4/02 BY: [signature]

Date _____ BY: _____

October 10, 2002

City of Riverside
Department of Public Works
Attn: Sandy Caldwell & Mark Brown
3900 Main Street
Riverside, Ca 92508

RE: Storm Drain Easement

Attached is the proposal for the minor modification to the Storm Drain Easement @ 8533 Mill Pond Place, Lot 30 Track 28866-4

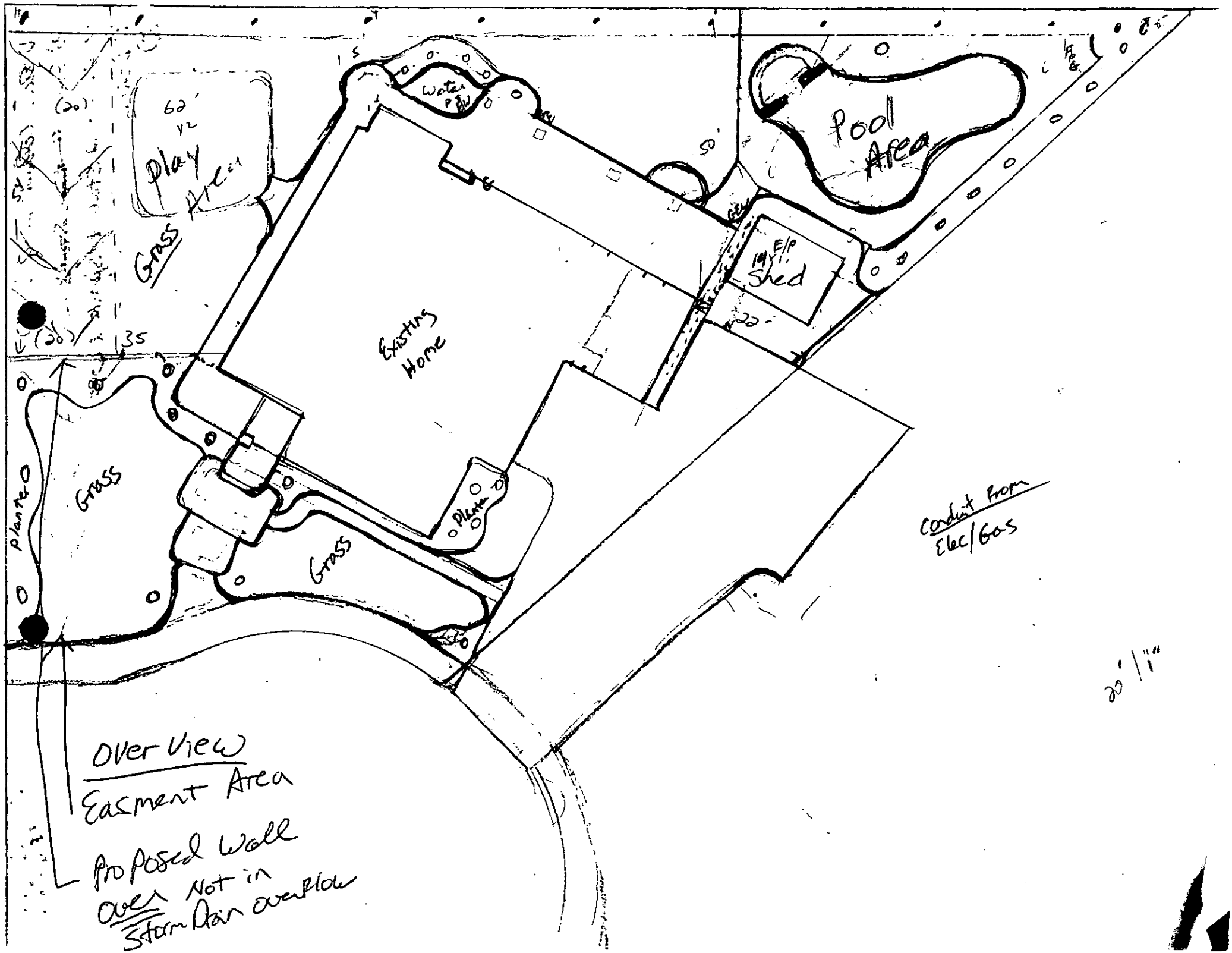
We are proposing to replace the Existing wood fence with a block wall to match the existing Block walls in the development at the rear and the side of the property.

Our proposal is replace the existing wood fence and to construct a block wall across the top of the Easement to match the approved existing wall at the Rear and the left side of property. We will also be installing 18" RCP under the wall, "the same Concrete pipe that is currently under the wall at the rear of the property" to allow un-obstructed storm drain overflow as necessary to the Rear of the Subject property. At the overflow inlet (street side)we will be using a RCP Hydro conduit flared end section. At the outlet to Wood road you are working with the Developer to complete that side of the Project as this is not on my property.

Thank you for your help in this matter

Bruce Hornberger
(909)263-3500

E-1537



Pool Area
Water
Play Area
62' x 2
Grass
Existing Home
Shed
E/P
Grass
Planter
Grass
Planter
Conduit from Elec/Gas
Over View
Easment Area
Proposed Wall
Over Not in Storm Drain overflow
20' | 1"