

**ENCROACHMENT PERMIT**

(to be completed by applicant)

THE COUNTY OF RIVERSIDE, the X Owner Lessee of the property located at 12TH & LIME STREETS in the City of Riverside, Assessors Parcel No. 215-321-001, 002, 015, 016 & 017 hereby requests permission to CONSTRUCT AND MAINTAIN A 6' CHAINLINK CONSTRUCTION FENCE, GATE, GUARD RAIL, CONSTRUCTION TRAILERS, TEMPORARY POWER, AND PLACE CONSTRUCTION MATERIALS & DEBRIS

in the public right of way of 12TH, 13TH, LEMON, LIME AND ~~for~~ the SEWER easement ~~in~~ the rear/ 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 10/20/95

[Signature]  
[Signature]  
ROBERT C. WALES

**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.

- Public Utilities Water Mary W/COMMENTS
- Public Utilities Electric Bob Manno 10/20/95
- Planning David Kuehn
- Parks and Recreation Jerry Nelson 10/24/95
- (other) \_\_\_\_\_
- (other) \_\_\_\_\_

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

Date 10/24/95 [Signature]  
Public Works Director

Encroachment Permit No. E1311

TERMS AND CONDITIONS

The following indicated terms and conditions apply to encroachment permit no. E-1311.

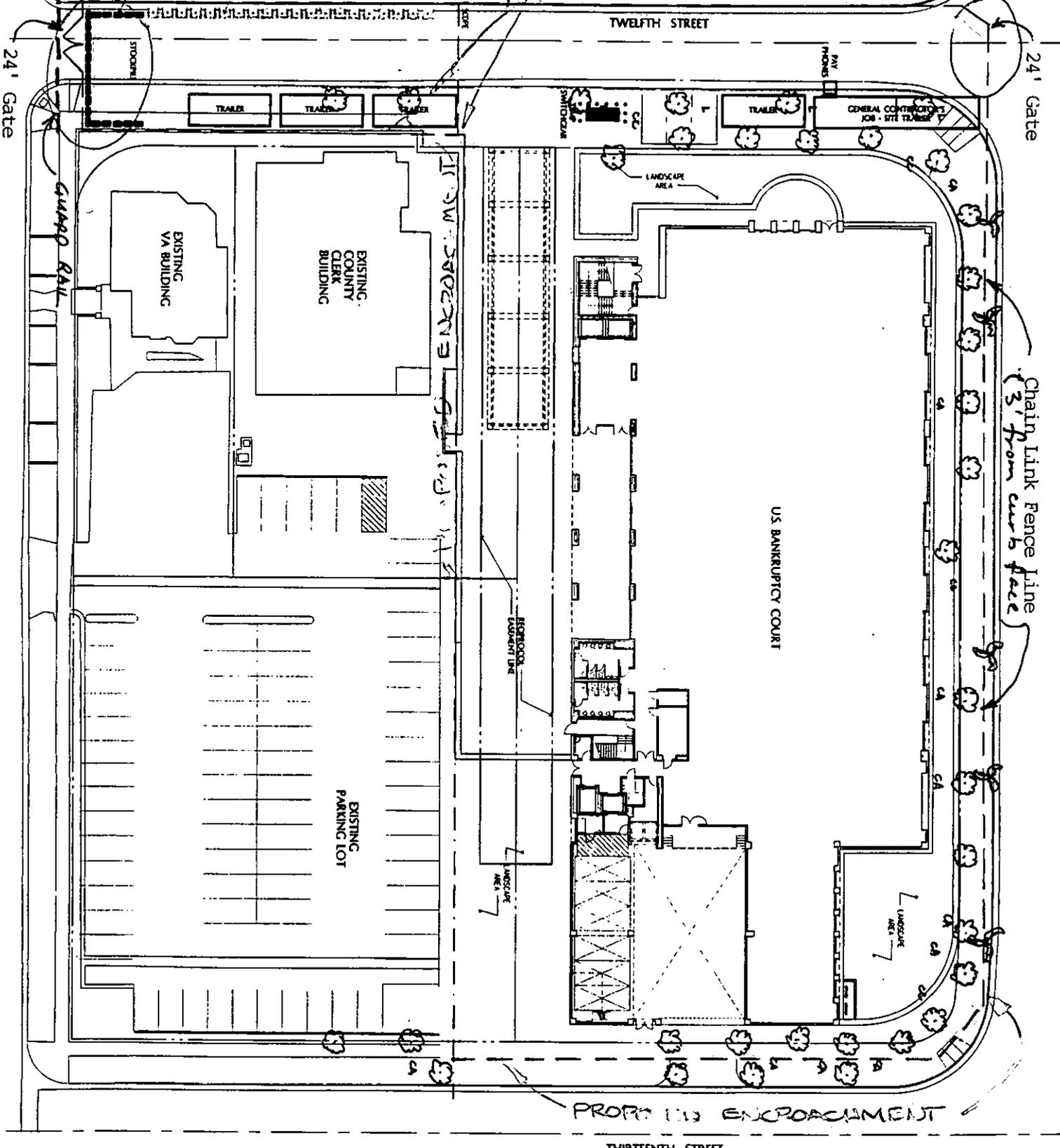
1. Permittee acknowledges that the area of encroachment is owned or controlled by the City of Riverside.
2. Permittee acknowledges that the described property could be needed for a proposed or planned public improvement and the City may revoke this permit. Upon written notice of revocation, the permittee 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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* PLEASE CALL  
IF DOING  
EXCAVATION  
(PU-WATER)  
X5285

PROPOSED ENCROACHMENT



SITE PLAN

E-1311

1 CITY OF RIVERSIDE  
2 (Herein referred to as "City"), and

3 COUNTY OF RIVERSIDE  
4 (Herein referred to as "Grantor")

5 Project: Bankruptcy Court  
6 A.P.N.: 215-321-001,002, and 015

7 RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION AGREEMENT

8 1. The right is hereby granted City to enter upon and use the land of Grantor in the City  
9 of Riverside, County of Riverside, State of California, described as:

10 A portion of Block 12 Range 4 of the Town of Riverside as shown by map on  
11 file in Book 7, Page 17 of Maps, Records of San Bernardino County,  
12 California, highlighted on the map attached hereto, and made a part hereof

13 for all purposes necessary to facilitate and accomplish certain pre-construction  
14 activities on the site.

15 The rights herein granted may be exercised until the earlier of November 15, 1995  
16 or the execution of a lease between the Grantor and the Redevelopment Agency of  
17 the City of Riverside.

18 2. It is understood that the City may enter upon Grantor's property where appropriate  
19 or designated for the purpose of getting equipment to and from the easement area.  
20 City agrees not to damage Grantor's property in the process of performing such  
21 activities.

22 3. At the termination of the period of use of Grantor's land by City, but before its  
23 relinquishment to Grantor, debris generated by City's use, will be removed and the  
24 surface will be returned to its original condition.

25 4. Grantor shall be held harmless from all claims of third persons arising from the use  
26 by County of Grantor's land.

27 5. Grantor hereby warrants that it is the owner of the property described above and that  
28 it has the right to grant City permission to enter upon and use the land.

6. This agreement is the result of negotiations between the parties hereto. This  
agreement is intended by the parties as a final expression of their understanding  
with respect to the matters herein and is a complete and exclusive statement of the  
terms and conditions thereof.

7. This agreement shall not be changed, modified, or amended except upon the written  
consent of the parties hereto.

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8. This agreement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith.

9. Grantor, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

Date: 10/20/95

CITY OF RIVERSIDE

By: [Signature]

By: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

By: [Signature]  
DAVID H. SLAUGHTER  
Real Property Manager

APPROVED AS TO FORM:

WILLIAM C. KATZENSTEIN  
County Counsel

By: \_\_\_\_\_  
Deputy

ATTEST:

GERALD A. MALONEY  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

COUNTY OF RIVERSIDE

By: [Signature]  
Mischelle Townsend  
Director, GSA/Building Services

Dated: \_\_\_\_\_

DHS:jw  
10/18/95  
4.652

FORM APPROVED  
COUNTY COUNSEL

OCT 19 1995

BY [Signature]



F.Y.I.

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# CITY OF RIVERSIDE

## INTEROFFICE MEMO



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**To:** Barry Beck, Public Works Director      **Date:** March 11, 1996  
**From:** Don Gee, Redevelopment Project Manager *Don Gee*  
**Subject:** Encroachment Permit No. 1311 - U.S. Bankruptcy Court

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I am in receipt of your memorandum of February 28, 1996, on the above subject matter. By the end of the day of March 11, the following work will be accomplished to maintain the pedestrian access on the westerly side of Lime Street between Twelfth and Thirteenth Street:

- 360+ L.F. of concrete barricades were installed on March 1, 5 feet from the curb face. This created a 5 foot wide sidewalk instead of the 4 foot one we had talked about. We provided an additional 1 foot clearance to account for the gutter for wheelchairs.
- installed a crash barrel with safety reflective tape at the Twelfth Street end of the concrete barricades on March 8.
- installed reflectors on the concrete barricades and rehung the "No Stopping" signs on to the barricades, completed by March 11.
- removed the "Sidewalk Closed, Please Use Other Side of Street" signs on March 1.
- reinstalled the construction fence and screening behind the curb along Lime Street, completed by February 28.

We were delayed by rain and the availability of concrete barricades but everything that was discussed is now installed and functioning. We are in discussion with the concrete contractor to ascertain the schedule for the permanent sidewalk and whether a change order will be necessary. As soon as this is accomplished, I will discuss the results with you.

I hope this satisfies your immediate concerns and demonstrates to you that we are adhering to the conditions of the encroachment permit. Please call me directly if you have any questions or further concerns with this matter. My telephone number is 715-3512.

cc: Bob Wales  
Ralph Megna

RECEIVED  
MAR 11 1996  
DEPT. OF PUBLIC WORKS