



ENCROACHMENT PERMIT

VAN BUREN GOLF CENTER, L.L.C., the Lessee, of the property located at VAN BUREN BOULEVARD AND MORRIS STREET, in the City of Riverside, Assessor's Parcel No. 155-280-018, hereby requests permission to construct and maintain a pedestrian tunnel in the public right-of-way of Van Buren Boulevard and construct and maintain a golf course in a portion of the public right-of-way of ~~Central Avenue and~~ ^{Kap} Acorn Street. The attached drawing shows the requested encroachment. Upon issuance of this permit, I agree to comply with the attached terms and conditions.

Dated 8/12/96

John S. West - MEMBER

ENCROACHMENT PERMIT APPROVAL

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.

- Airport
- Park and Recreation
- Planning
- Public Utilities Electric
- Public Utilities Water
- Traffic Engineering
- Property Services Division
- Risk Manager

[Signature]
[Signature]
David Kuehn
Bill Amante 6-27-96
B. Simpson 6/27/96
[Signature] 6/27/96
[Signature] 6/27/96
E.M. Light 8/19/96

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

Dated 10/23/96

[Signature]
 Public Works Director

TERMS AND CONDITIONS

The following indicated terms and conditions apply to Encroachment Permit No. **E - 1375**

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 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. Construction plans for improvements to be constructed hereunder shall be submitted to the Public Works Director for review and approval prior to commencement of construction.
9. Prior to commencement of construction of improvements within Van Buren Boulevard, Permittee must have Public Works Department street improvement plan **R-3439** approved by the Public Works Director.
10. Insurance. The Permittee agrees to maintain in full force and effect during the entire term of this Encroachment Permit acceptable insurance policies issued by a company licensed to do business in the State of California with coverage of the following types and amounts including all operations of Permittee:

(A) General Liability:

\$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. A general aggregate limit shall apply separately to this location or a general aggregate shall be twice the required occurrence limit.

(B) Fire Insurance:

Extended coverage, including water damage, debris cleanup, vandalism and mischief provisions in an amount equal to ninety percent (90%) of full replacement cost of all structures located within the encroachment area.

(C) Automobile Liability:

\$5,000,000 combined single limit per accident for bodily injury and property damage.

(D) Workers' Compensation and Employer's Liability:

Workers' Compensation and limits as required by the Labor Code of the State of California and employer's liability limits of \$2,000,000 per accident.

Policies or certificates evidencing the above-required coverage shall be filed with the City. To be acceptable, each policy must meet the following requirements:

- (a) Each policy must provide that the policy shall not be canceled or materially changed unless thirty (30) days' prior written notice thereof by certified or registered mail has been given to the City.

- (b) The City shall be named as an additional insured or loss payee as appropriate, which insurance shall be primary insurance and not contributing with any other insurance available to the City under any other third party liability policy.
- (c) The public liability and property damage policy shall contain either a provision for a broad form or contractual liability including leases or assignments of the rights herein granted, or there shall be attached thereto an endorsement providing for such coverage.

No policy shall be acceptable unless first approved by the City Attorney of the City.

The City shall have the right at any time during the term of this encroachment permit to review the type, form, and coverage limits of the insurance enumerated herein. If, in the opinion of the City, the insurance provisions in this encroachment permit are not sufficient to provide adequate protection for City and the members of the public using the encroachment area, the City may require the Permittee to maintain insurance sufficient to provide such adequate protection.

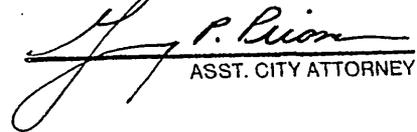
The City shall notify Permittee in writing of any changes in the insurance provisions necessary to provide adequate protection. If Permittee does not deposit acceptable copies of valid insurance policies acceptable in form and content to City, incorporating such changes, within 60 days of receipt of such notice, this encroachment permit shall be in default without further notice to Permittee and City shall be entitled to all legal remedies provided herein.

The procuring of such policy of insurance shall not be construed to be a limitation upon Permittee's liability nor as a full performance of its part of the indemnification provisions of the Encroachment Permit. The Permittee's obligation being, notwithstanding said policy or policies of insurance, the full and total amount of any damage, injury, or loss caused by the negligence or neglect connected with the operation under this Encroachment Permit.

11. Indemnification. Except for City's sole negligence or willful misconduct, Permittee shall fully indemnify and hold harmless City and City's agents and employees against any and all liability, claims, demands, damages, or costs of whatever kind or nature including, but not limited to, liability claims, demands, damages, or costs for (a) death of or to persons, including without limitation, the employees of the parties hereto, (b) injury to property, including without limitation, the property of the parties hereto, (c) design defects, or (d) any other loss, damage, or expense under (a), (b) or (c), and all liens, fines, or penalties imposed upon or assessed against City, and all expenses of investigation or defending against same including but not limited to costs and attorneys fees, arising in any manner out of (1) the use, occupancy or presence of Permittee, or Permittee's contractors,

subcontractors, agents, employees or invitees in or about the encroachment area, (2) the design, construction, installation, maintenance, use, repair or presence of all improvements to the encroachment area, or (3) any and all acts or omissions of Permittee or Permittee's contractors, subcontractors, agents, employees, or licensees in or about the encroachment area. Nothing contained in this provision is intended to, nor shall be deemed or construed to, indemnify City from City's sole negligence or willful misconduct, or that of City's agents, employees, or independent contractors who are directly responsible to City.

APPROVED AS TO FORM


ASST. CITY ATTORNEY



INTEROFFICE MEMO

RECEIVED
OCT 24 1996

TO: Gene Light
Risk Manager

DATE: October 23, 1996

FROM: Gregory P. Priamos
Supervising Deputy City Attorney

DEPT. OF
PUBLIC WORKS

CONFIDENTIAL: ATTORNEY-CLIENT PRIVILEGE

SUBJECT: VAN BUREN GOLF CENTER EXPANSION AGREEMENT - OUR FILE NO. CA95-1689

Enclosed for your review and approval is a copy of the Certificate of Liability Insurance issued to Van Buren Golf Center, LLC in the above-entitled matter. While the agreement requires \$2,000,000 in liability coverage, the encroachment permit to tunnel beneath Van Buren Boulevard requires that the limits be increased to \$5,000,000. The certificate provides the requisite coverage and additional insured endorsement. Consequently, I am prepared to approve the certificate and encroachment permit.

Also enclosed is a written request from Loomis insurance Services on behalf of VBGC, LLC to reduce the \$2,000,000 worker's compensation requirement to \$1,000,000. I have no objection to accommodating his request as long as you are in agreement. I expect to receive the original certificate within the next day or so. If you agree to the reduction, please advise as soon as possible.

Thank you for your assistance.

ORIGINAL SIGNED & DISTRIBUTED

Gregory P. Priamos
Supervising Deputy City Attorney

GPP/

Enclosures

- c: John Sabatello (w/ encl.)
- Kathi Head (w/ encl.)
- Bill Kraisosky (w/ encl.)
- Ken Strout (w/ encl.)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/18/96

PRODUCER **Loomis Insurance Services**
P.O. Box 3128
Riverside, CA 92519
(909) 685-7478
FAX (909) 685-0665

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY **A** THE TRAVELERS INDEMNITY COMPANY
THE AETNA CASUALTY AND SURETY COMPANY
- COMPANY **B** MEMBERS OF TRAVELERS GROUP
- COMPANY **C**
- COMPANY **D**

INSURED
TYLER STREET GROUP/VAN BUREN GOLF CENTER LLC
P.O. BOX 3617
RIVERSIDE, CA. 92519

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	086 GL25688559TCA	09/29/96	09/29/97	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 50000 MED EXP (Any one person) \$ 5000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	086 FJ25688559TCA	09/29/96	09/29/97	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	086 XS25688559TCA	09/29/96	09/29/97	EACH OCCURRENCE \$ 4000000 AGGREGATE \$ 4000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

10 DAYS NOTICE GIVEN FOR NON-PAYMENT OF PREMIUM. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED. INSURANCE SHALL BE PRIMARY & NOT CONTRIBUTING WITH ANY OTHER INSURANCE AVAILABLE TO THE CITY UNDER ANY OTHER 3RD PARTY LIAB. POLICY

CERTIFICATE HOLDER

CITY OF RIVERSIDE
3900 MAIN ST.
2ND FLOOR
RIVERSIDE, CA. 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

APPROVED AS TO FORM

AUTHORIZED REPRESENTATIVE



9160 Mission Blvd. - P.O. Box 3128 - Riverside, CA 92519
909-685-7478 phone - 909-685-0665 fax

Lic. # 0586791

RECEIVED

October 16, 1996 OCT 18 1996

CITY OF RIVERSIDE
C/O GREG PRIAMOS - LEGAL DEPT.
3900 MAIN STREET
RIVERSIDE, CA 92501

CITY ATTORNEY

RE: VAN BUREN GOLF CENTER LLC - ENCROACHMENT PERMIT

Dear Greg:

Per our phone conversation of today, here is the required certificate for the above named project.

It is the understanding the auto section is only for the coverages of non-owned and hired autos. The golf center has no owned autos. If they do obtain a auto there will be coverage and you will be issued a certificate stating so within 10 days of that purchase.

Under the workers comp section the employers liability coverage is for \$1,000,000. The insurance companies I checked with are not offering the \$2,000,000 you are asking for in the contract. Please waive this requirement because we just can't get it.

Greg, this should be all you need to sign off on this, but if there are any issues outstanding please call me at: 685-7478. Thanks!

Sincerely,

Steven R. Loomis
Loomis Insurance Services



"A Tradition of Service since 1965"

E-1375



**Loomis
Insurance
Services**



**9160 MISSION BLVD · P.O. BOX 3128
RIVERSIDE, CA 92519
(909)685-7478 phone ·
(909)685-0665 fax**

DATE: October 21, 1996

RECEIVED

TO: City of Riverside Legal Dept.

OCT 21 1996

ATTENTION: Greg Priamos

CITY ATTORNEY

FROM: Steve Loomis

Dear Greg,

**Here is the certificate of insurance for the workers
compensation policy for the Van Buren Golf Course project.**

Let me know if there are any problems.

Sincerely,

Steven R. Loomis

A TRADITION OF SERVICE SINCE 1963

ACORD CERTIFICATE OF LIABILITY INSURANCE 10/18/96

ISSUER
PREFERRED INSURANCE BROKERS
2027 HAMNER AVENUE
NORCO CA 91760

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY **A** GOLDEN EAGLE INSURANCE COMPANY
- COMPANY **B**
- COMPANY **C**
- COMPANY **D**

INSURED
JRED
VAN BUREN GOLF CENTER, LLC
P.O. BOX 3617
RIVERSIDE CA 92519

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROF				GENERAL AGGREGATE	\$
				PRODUCTS - COMP/OP AGG	\$
				PERSONAL & ADV INJURY	\$
				EACH OCCURRENCE	\$
				FIRE DAMAGE (Any one fire)	\$
				MED EXP (Any one person)	\$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE	\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
				OTHER THAN AUTO ONLY	\$
				EACH ACCIDENT	\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
				EACH OCCURRENCE	\$
				AGGREGATE	\$
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETARY PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	NWC336180 01	10/01/96	10/01/97	EL EACH ACCIDENT	\$ 1,000,000
				EL DISEASE - POLICY LIMIT	\$ 1,000,000
				EL DISEASE - EA EMPLOYEE	\$ 100,000
				EL DISEASE - SA EMPLOYEE	\$ 100,000

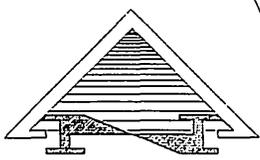
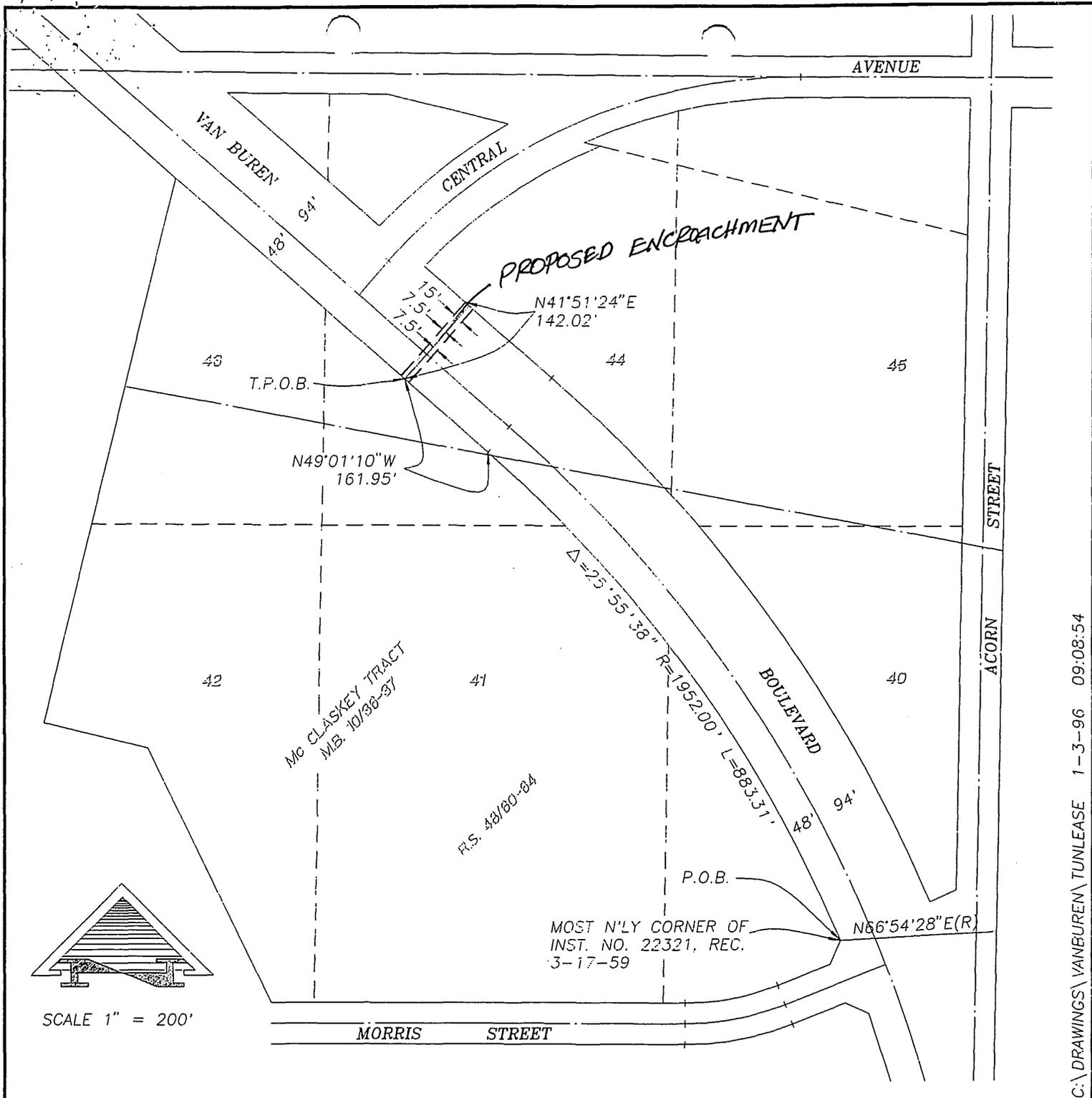
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
10 DAYS NOTICE WILL BE SENT FOR NON PAYMENT OF PREMIUM OR REPORTING OF FIGURES

CITY OF RIVERSIDE
3900 MAIN STREET
RIVERSIDE, CA 92501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Michael J. Lippman
PREFERRED INSURANCE BROKERS

E-1375



SCALE 1" = 200'

C:\DRAWINGS\VANBUREN\TUNLEASE 1-3-96 09:08:54

CROUSE/BEERS & ASSOCIATES, INC.
 Civil Engineering x Surveying x Planning
 1700 HAMNER AVENUE, SUITE 104
 NORCO, CA 91760 (909) 736-2040 FAX (909) 736-5292

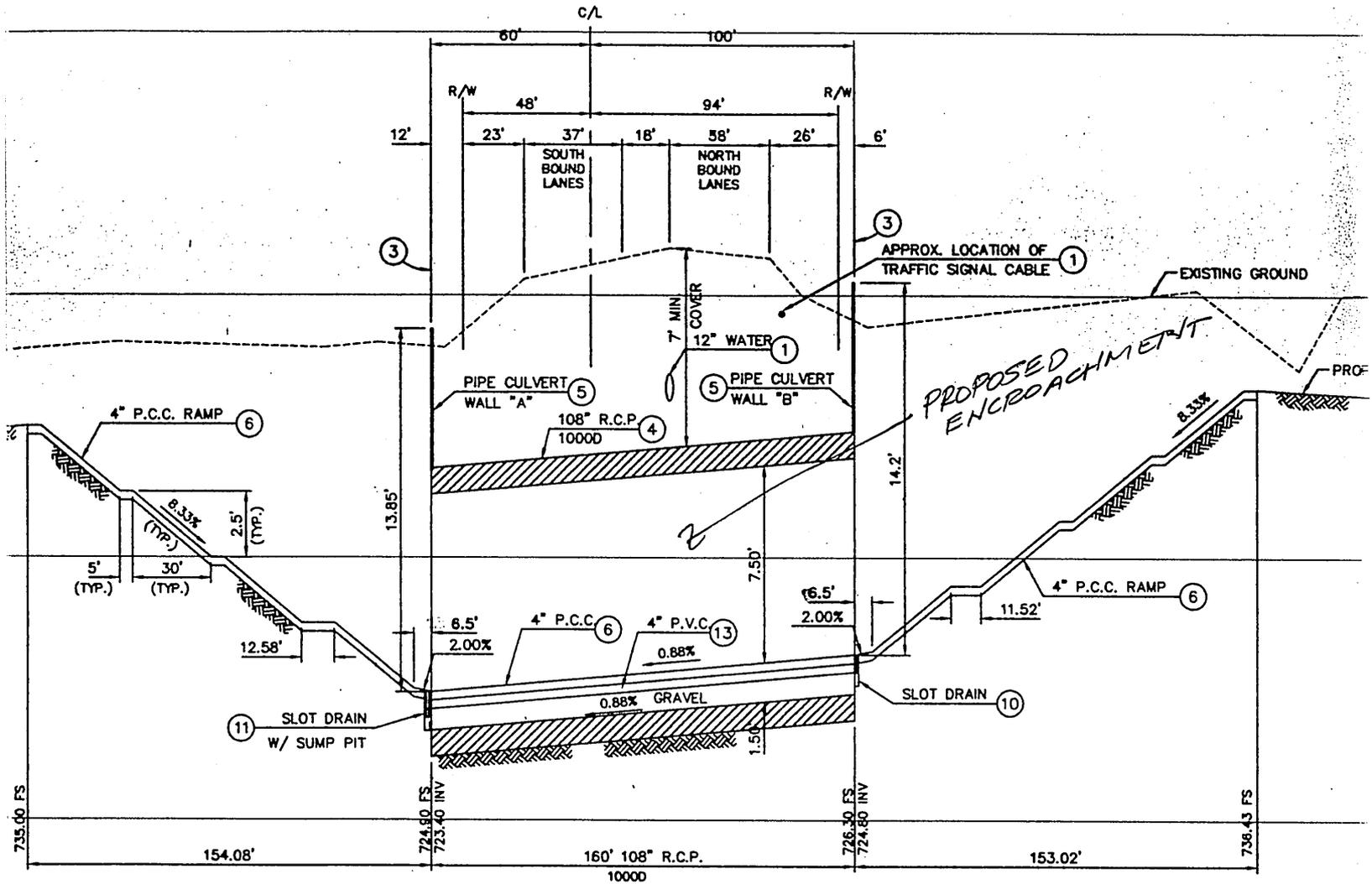
Douglas N. Crouse
 DOUGLAS N. CROUSE R.C.E. 23796 EXP. 12-31-97

1-9-1996
 DATE

EXHIBIT "C-2"
EASEMENT PLAT

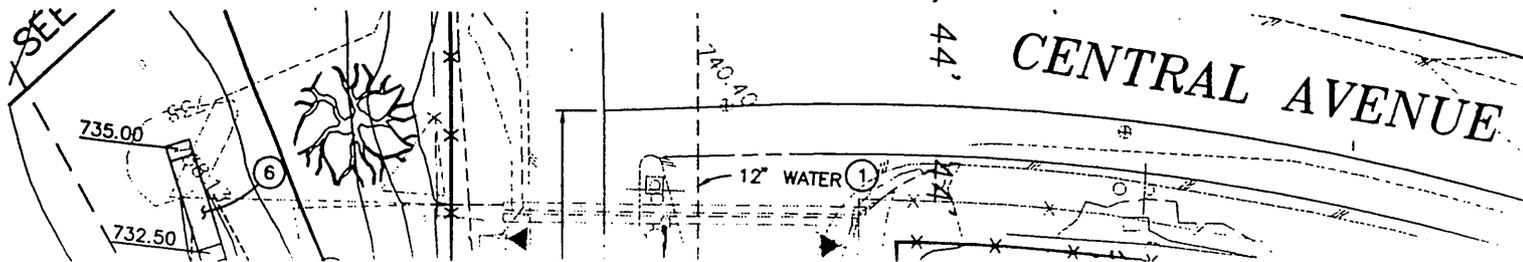
EASEMENT FOR PEDESTRIAN TUNNEL ACROSS VAN BUREN BOULEVARD

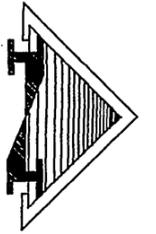
PREPARED BY: P.D.B.	CHECKED BY: D.N.C.	DATE: 1-2-96	SHEET <u>1</u> OF <u>1</u>
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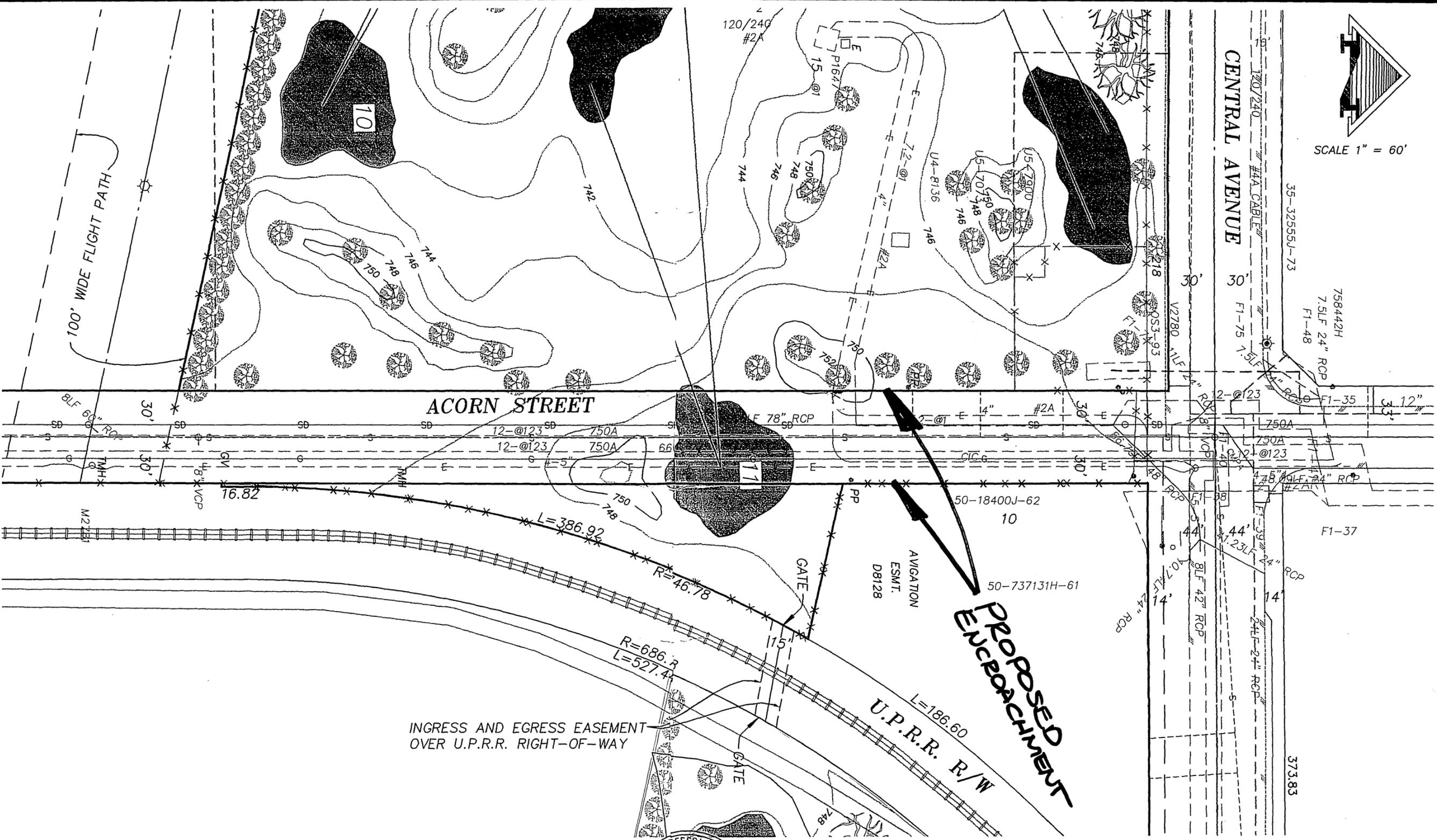
UNDERPASS PROFILE

HORIZ. SCALE: 1" = 40'
 VERT. SCALE: 1" = 4'



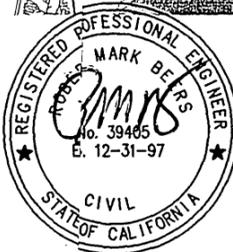


SCALE 1" = 60'



INGRESS AND EGRESS EASEMENT OVER U.P.R.R. RIGHT-OF-WAY

PROPOSED ENCROACHMENT



CROUSE/BEERS & ASSOCIATES, INC. CBA
 Civil Engineering x Surveying x Planning
 1700 HAMNER AVENUE, SUITE 104
 NORCO, CA 91760 (909) 736-2040 FAX (909) 736-5292
 ROBERT M. BEERS R.C.E. 39405 EXP. 12-31-97
 DATE 6-3-96

VAN BUREN GOLF CENTER
ACORN STREET
RIGHT-OF-WAY EXHIBIT
CITY OF RIVERSIDE, CA.

PREPARED BY: P.D.B.	CHECKED BY: R.M.B.	DATE: 5-31-96	SHEET 1 OF 1
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