

ENCROACHMENT PERMIT

C.A.B. FAMILY LIMITED PARTNERSHIP, a California limited partnership, the Owners of the property located at 1600 Columbia Avenue in the City of Riverside, hereby request permission to use and maintain the property within the public right of way of Columbia Avenue and Ardmore Street for Parking, Ingress, Egress, Storage, and Landscaping as shown on **EXHIBIT A** attached hereto.

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

Date 3/31/10

BY:  _____

Date 3/31/10

BY:  _____

Applicants Address:
1313 Chicago Avenue
Riverside CA. 92501

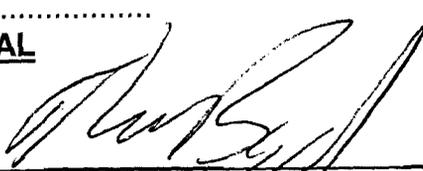
ENCROACHMENT PERMIT APPROVAL

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

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

FINAL APPROVAL

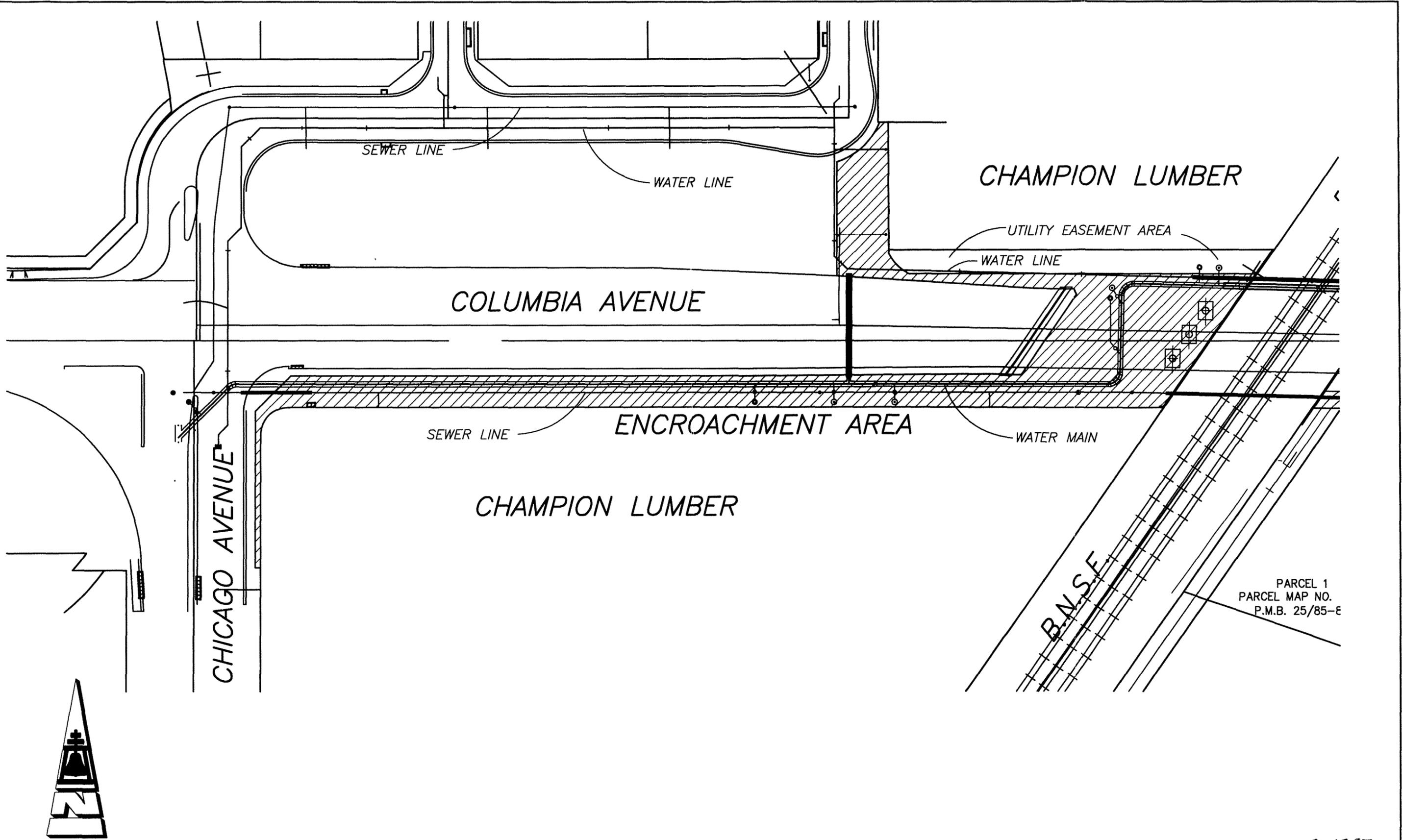
Date 4/7/10



Tom Boyd, City Engineer

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.
7. Permittee agrees to insure that nothing will be constructed within the encroachment area and that their use of the property will not interfere in any way with any 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. Permittee agrees to maintain the area and associated landscaping and to keep the area clear of debris, trash, weeds, and graffiti.
10. Permittee acknowledges that the City has water and sewer facilities within the encroachment area and that the City may require access to those facilities at any time.
11. Permittee shall only use the area for parking and storage. NO structures shall be built or installed within the encroachment area. NO attachments shall be made to the retaining walls or bridge without prior approval of the City Engineer of the City of Riverside.
12. Permittee shall keep the area around all manholes, valves, blow-offs, and cleanouts clear and free of obstructions at all times.



E-1597

EXHIBIT A			
SCALE NONE	DRAWN BY: MARK	DATE: 09/18/2009	SHEET 1 OF 1