

# ENCROACHMENT PERMIT

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (DISTRICT), the Owners of an access easement across various parcels in the CITY OF RIVERSIDE (CITY) connecting the DISTRICT property currently known as the Alessandro Dam and Retention Basin (APN 243-190-001) with OVERLOOK PARKWAY, hereby requests permission to construct, maintain, operate, and use a DRIVEWAY APPROACH AND GATED ACCESS within the public right of way of OVERLOOK PARKWAY as shown on **EXHIBIT A** attached hereto.

THE USE OF SAID DRIVEWAY APPROACH SHALL BE SUBJECT TO AND THE DISTRICT AGREES TO ABIDE BY, AND WITH THE ATTACHED TERMS AND CONDITIONS.

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

Date: 4-12-10

BY:   
SIGNATURE

Applicants Address:

Warren D. Williams  
PRINT NAME

1995 Market Street  
Riverside CA. 92501  
951-955-1200

General Manager - Chief Engineer  
TITLE

.....  
**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, and is only revocable permission to use the land for the purpose described.

Public Utilities Water - \_\_\_\_\_

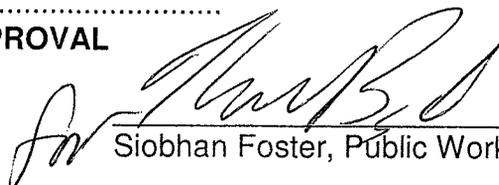
Public Utilities Electric - \_\_\_\_\_

Community Development - \_\_\_\_\_

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

.....  
**FINAL APPROVAL**

Date: 6/2/10

  
Siobhan Foster, Public Works Director

## TERMS AND CONDITIONS

### GENERAL:

1. DISTRICT acknowledges that the area of encroachment is owned or controlled by the CITY of Riverside.
2. If the Public Works Director of the CITY of Riverside finds that the DISTRICT is in default of the terms of this permit, the DISTRICT agrees to remedy said default within 7 calendar days. Failure to remedy said default shall be cause for revocation of this permit.
3. Upon written notice of revocation, the DISTRICT shall, within the time prescribed by the CITY, remove all improvements placed, constructed or maintained. If the DISTRICT 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 DISTRICT. The cost of such removal shall be paid by the DISTRICT to the CITY and shall constitute a debt owed to the CITY.
4. DISTRICT 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.
5. DISTRICT 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 use, construction, encroachment, and/or maintenance to be done by DISTRICT within the described property.
6. DISTRICT acknowledges that existing CITY or utility facilities will require future maintenance, reconstruction, and revisions and that new facilities may be added, any of which may require alteration of the DISTRICTS improvements without reimbursement to the DISTRICT.

### CONSTRUCTION OF IMPROVEMENTS:

7. The DISTRICT agrees to insure that construction of their improvements will not interfere in any way with any existing CITY or utility facilities.
8. DISTRICT shall design and install a new driveway approach within the Public Right of Way and Encroachment Area suitable to sustain the size and weight of all vehicles that shall use the Encroachment Area. The plans for said driveway approach shall be submitted to the CITY for review and approval which approval shall not be unreasonably withheld.
9. DISTRICT shall design, install and maintain a Gate across the access easement adjacent to the Encroachment Area. The design of the Gate shall require the review and approval of the Community Development Department. Said design shall be consistent with the standards of appearance for the neighborhood and streetscape.
10. DISTRICT agrees to remove and replace the driveway approach at the former access point with curb and gutter, install new sidewalk, and construct walls and landscaping to match the appearance of the adjacent right of way.

11. Prior to any construction taking place on CITY controlled property, DISTRICT and/or DISTRICTS CONTRACTOR shall obtain a Construction Permit or Street Opening Permit from the CITY Public Works Department
12. Prior to any construction, DISTRICT 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 the DISTRICTS responsibility to determine the location and required clearances from all public and private utility, sewer and drainage facilities prior to use of the encroachment area and shall only use the encroachment area in compliance with such clearance requirements.

#### CONTINUED USE AND MAINTENANCE:

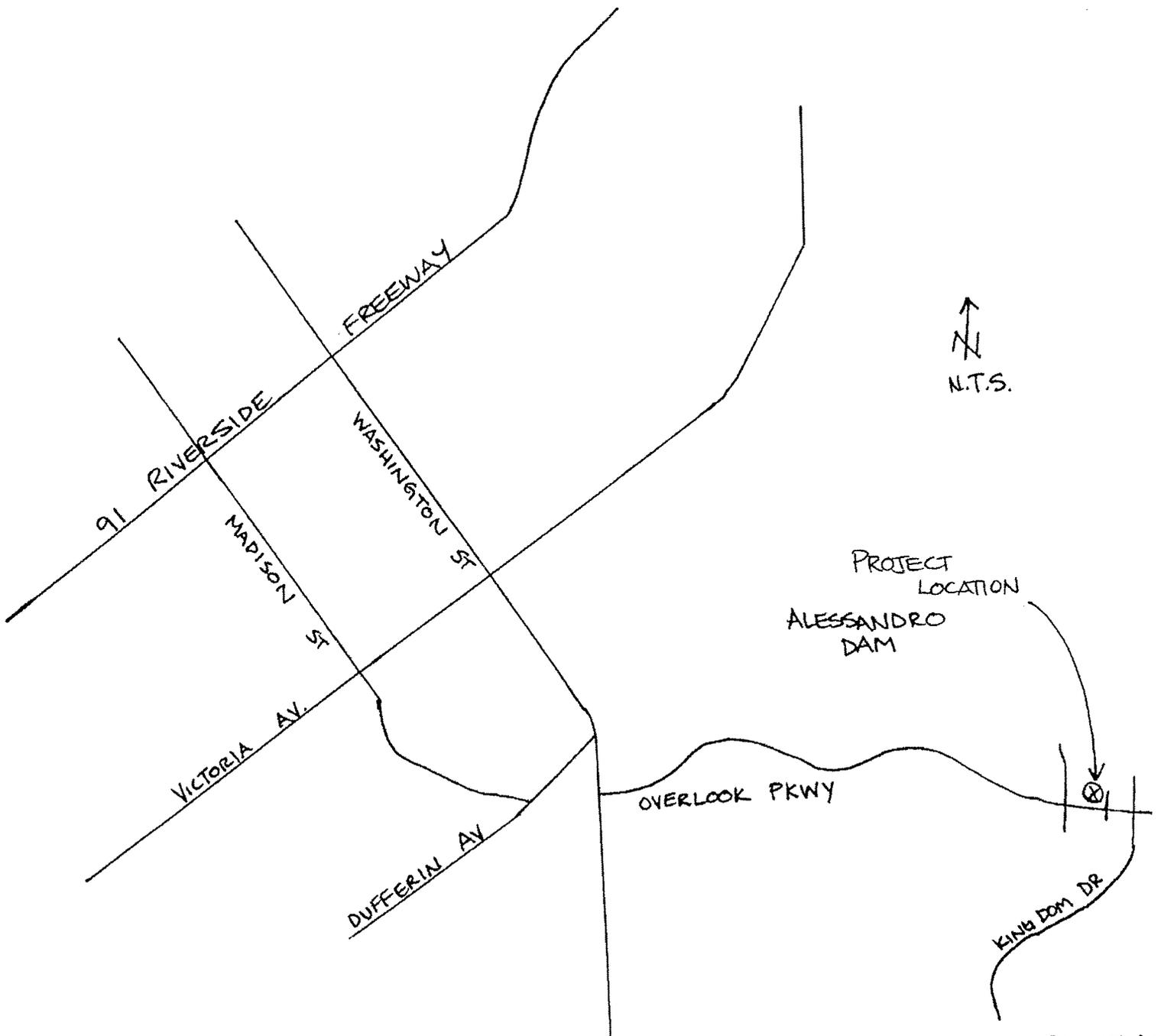
13. DISTRICTS use of the encroachment area shall be limited to DISTRICT AND/OR DISTRICTS CONTRACTORS, their VEHICLES AND EQUIPMENT.
14. The DISTRICT and/or DISTRICT CONTRACTOR shall obtain a Haul Route Permit from the City of Riverside prior to conducting sediment removal operations.
15. DISTRICT and/or DISTRICTS CONTRACTOR shall provide Traffic Control and a Flagman at the driveway entrance to direct traffic during all maintenance, grading, and sediment removal operations. The Traffic Control shall be in conformance with standard WATCH manual procedures.
16. DISTRICT agrees that any damage to CITY facilities and/or Public Rights of Ways caused by DISTRICTS operations shall be repaired and/or replaced at DISTRICTS expense. All repairs and replacements shall be done in conformance with CITY standards and policies.
17. DISTRICT shall maintain the encroachment and access area, keeping it free of dirt, dust, weeds, trash and debris at all times. Furthermore no DISTRICT or DISTRICTS CONTRACTOR vehicles shall remain parked in the encroachment area for a period exceeding 12 hours.

#### RELOCATION:

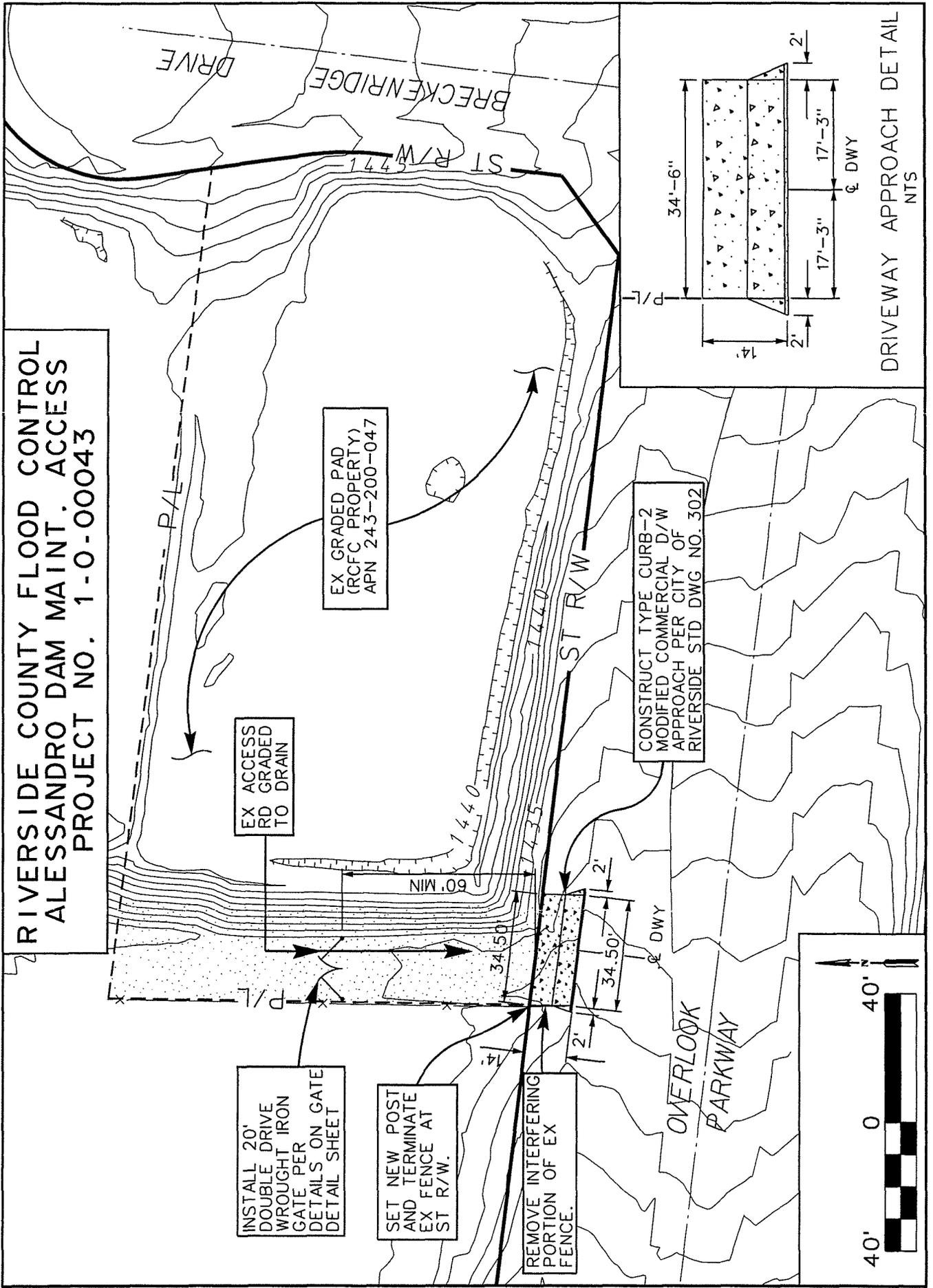
18. DISTRICT acknowledges that the area in question is subject to ongoing development and/or could be needed for a proposed or planned public improvement and as such the CITY may require the point of access to be relocated to an alternate location. Should relocation be necessary both DISTRICT and CITY agree to cooperate in determining mutually acceptable alternative point of access.
19. DISTRICT agrees that should relocation of the access point be required all costs associated with constructing the new access point and removal of the existing access point and associated improvements will at DISTRICTS expense. DISTRICT shall remove and restore the existing location to its previous condition including but not limited to the removal of driveways and gates and the replacement of curb, gutter, landscaping, walls, and fences to their previous condition.

RIVERSIDE COUNTY FLOOD CONTROL  
ALESSANDRO DAM MAINTENANCE ACCESS  
PROJECT # 1-0-00043

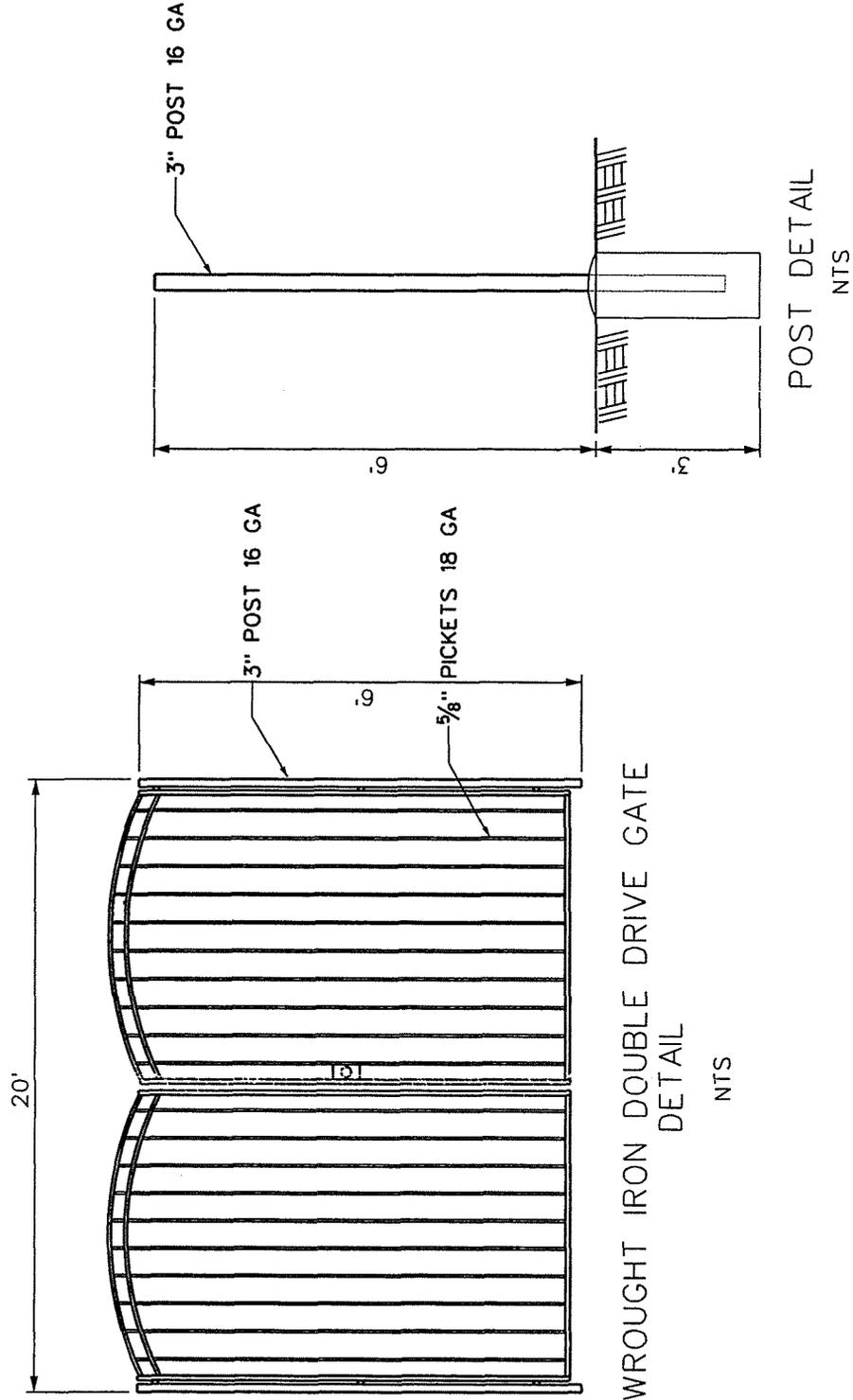
VICINTY MAP EXHIBIT



**RIVERSIDE COUNTY FLOOD CONTROL  
ALESSANDRO DAM MAINT. ACCESS  
PROJECT NO. 1-0-00043**



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GATE DETAILS