

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, permission is hereby granted to Carl M. Davis, representing a group of individuals holding undivided interests in the subject property,

his heirs and assigns, hereinafter referred to as "Permittee" to use and occupy the following described property.

A portion of the Magnolia Avenue Right of Way lying northeasterly of the La Sierra Avenue intersection, as shown on Exhibit "A",

in accordance with the terms hereof.

1. Permittee shall use and occupy the described property only in the manner and for the purposes as follows: **for the construction and maintenance of a private domestic water service line between the Meter at the La Sierra-Magnolia intersection and the subject property at 10952 Magnolia Avenue, as shown on Exhibit "A" attached hereto and made a part of this document.**

Any work required for maintenance of the facilities covered by this permit shall be done in accordance with Title 13 of the Municipal Code of the City of Riverside.

2. Permittee, by acceptance of the benefits hereunder, acknowledges title to the property to be in the City of Riverside and waives any right to contest the validity of the dedication or grant.

3. Permittee acknowledges that the described property is the site of a proposed or planned public improvement and that, accordingly, all rights and privileges of use permitted shall cease and expire upon notice of revocation by the City. Upon the expiration or revocation, Permittee shall, within the time prescribed by the City, remove all improvements or obstructions placed, constructed or maintained by the Permittee. If the Permittee fails to abide by the removal order of the City within the time prescribed, the City shall have the right to remove and destroy the improvements without reimbursement to the Permittee and the cost of such removal shall be paid by the Permittee to the City of Riverside and shall constitute a debt owed to the City of Riverside.

4. Permittee, by acceptance hereof, waives the right of claim, loss, damage or action against the City of Riverside arising out of or resulting from revocation, termination, removal of the improvements or any action of the City of Riverside, its officers, agents or employees taken in accordance with the terms hereof.

5. Finding and determination by the City Council of the City of Riverside that the Permittee, or his heirs and assigns or successors in interest, are in default of the terms hereunder shall be cause for revocation.

6. Permittee herewith agrees to hold the City of Riverside harmless from and against all claims, demands, costs, losses, damages, injuries, action for damages and/or injuries, and liability growing or arising out of or in connection with the construction, encroachment, and/or maintenance to be done by Permittee or his agents, employees or contractors within the described property.

DATED: Sept. 21, 1970

CITY OF RIVERSIDE, a municipal corporation

By [Signature] Mayor

Attest [Signature] City Clerk

The foregoing is accepted by:

[Signature]
(Signature(s) of Permittee)

APPROVED AS TO CONTENT

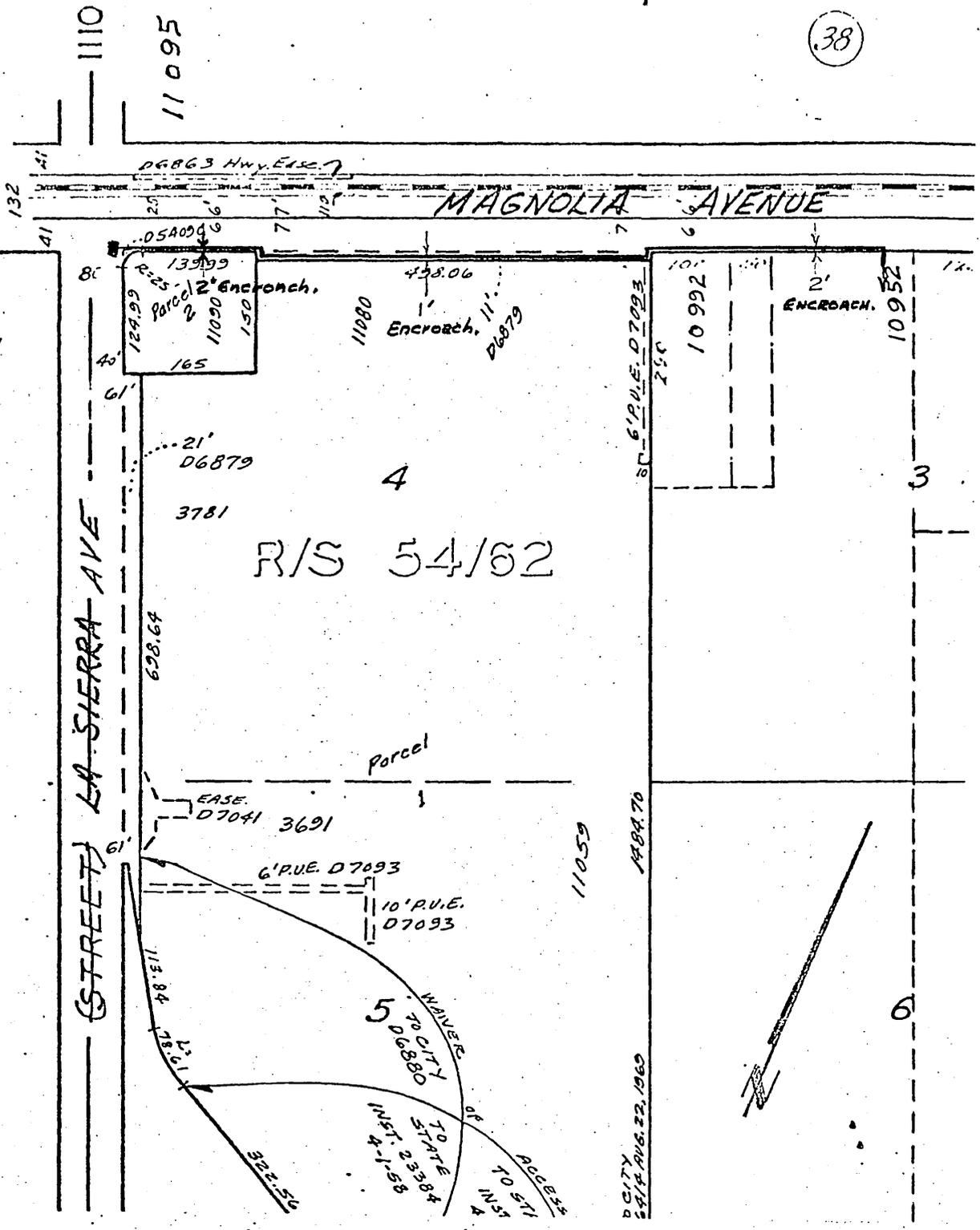
[Signature]
for Department Head

APPROVED AS TO FORM

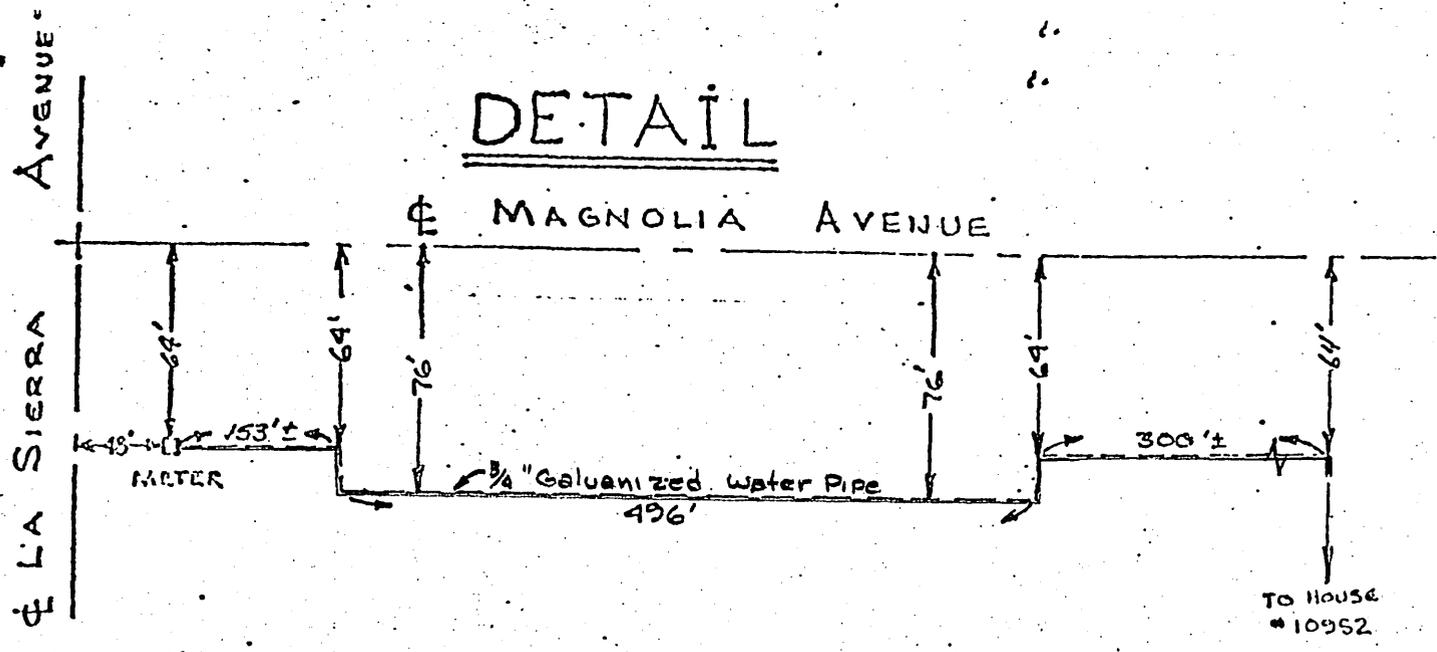
[Signature]
City Attorney

CITY MANAGER APPROVAL

[Signature]
City Manager



DETAIL



492

DUPLICATE

CONTRACT FOR WATER SERVICE CONNECTION WITH NON-RESIDENT

This agreement made this 3rd day of June, 1948 by and between the City of Riverside, a Municipal Corporation of the State of California, first party, and Ora C. Arthington and Estella J. Arthington, second party, WITNESSETH:

That whereas second party is the owner of the property hereinafter described, located outside the incorporated limits of the City of Riverside, California, and desires water service from the water system of the first party for domestic use only, to serve one one-story single-family dwelling and combination garage, laundry and store room on said property, described as follows:

Portion of Lot 3, Block 39, Riverside Land and Irrigation Company Lands, Records of San Bernardino County, California. 10952 Magnolia Avenue.

Whereas the party of the first part has installed a 3/4 inch water service or connection and a 5/8 inch meter for measuring the water flowing through said connection at Magnolia Ave. & Taylor St., and whereas the second party having assumed control and interest in the property herein described, desires to have continued the water service heretofore established serving water for domestic use only.

Now, therefore, it is agreed by and between the parties hereto and in consideration of the foregoing, second party agrees to pay the first party monthly, and within 30 days after each meter reading, the rate for water furnished to property outside the City, as same may be fixed from time to time, but which at the present time is as follows: For the first 1500 cubic feet or less per month \$2.50 which is the minimum charge; for the next 2000 cubic feet per month, 10c per 100 cubic feet; and for all water in excess of 3500 cubic feet per month, 8c per 100 cubic feet.

Second party further agrees that water consumption shall continue for a period of not less than twelve consecutive months from the date of this contract and that in the event of his failure to pay for said water as aforesaid, first party may without notice to second party discontinue said service until all bills for water furnished through said connection have been paid; and second party further agrees to pay in excess of said water bill the established service charges for each time said water is turned off and for each time water is turned on, made necessary by any such failure of second party to pay for said water, and that in the event said water service is discontinued for any reason for a period of twelve consecutive months, no further delivery of water shall be made hereunder, and second party shall forfeit all rights hereunder as of the end of such twelve-month period.

Any use of the water furnished by the first party to the second party for other than domestic use or for use other than

one single-family dwelling

mentioned in this contract shall automatically terminate this contract, and second party shall from that time have no right whatsoever to receive water from the City of Riverside.

It is further agreed that all rights given to second party herein are subject to the provision that same shall not interfere with the proper water service to the inhabitants of said city, and that if the furnishing of water by first party to second party through said connection shall at any time in the future decrease or diminish the amount of water or water pressure which any resident or residents of the City of Riverside are entitled to, or now or hereafter have, or if in the opinion of the Board of Public Utilities of said City of Riverside the water connection given herein interferes with the proper service to the inhabitants of said city, then said water connection given to second party by the terms of this contract may by first party be shut off and disconnected and said water meter removed, and second party shall not be entitled to any damage or any rights whatsoever by reason thereof.

In consideration of the foregoing, second party also agrees to at all times abide by the Rules and Regulations adopted and made by the Board of Public Utilities of the City of Riverside.

Second party hereby agrees that in the event of his failure to perform all of the terms of this contract after demand made therefor, he will pay all court costs and expenses, including reasonable attorney's fees, incurred by first party in any action brought by it for the enforcement of any of the terms of this agreement, or in any action brought by second party, his successors or assigns, against first party, in relation to this contract or any of its provisions.

In Witness Whereof, first party has caused this agreement to be executed by its officers thereunto duly authorized, and second party has hereunto affixed his signature, the day and year first above written.

Approved as to Description:

L. V. Taylor

Superintendent Water Department

CITY OF RIVERSIDE
By its BOARD OF PUBLIC UTILITIES

By Walter O. Davis
President of said Board

Attest: Pearl M. Parker, Dep. City Clerk
Secretary of said Board

JUN 11 1948

Approved as to form:

M. G. Studillo
City Attorney

By Albert Ford, Deputy

Ora C. Arthington
Estella J. Arthington

I, G. Albert Mills, City Clerk of the City of Riverside, hereby certify that the execution of the foregoing agreement by the Board of Public Utilities of the City of Riverside was approved by the City Council of the City of Riverside on the 22nd day of June, 1948

Dated: JUN 22 1948 1948
Pearl M. Parker
Dep. City Clerk of the City of Riverside

Previously served under name of L. C. Killion and previous contract with L. C. Killion and Beatrice Nova Killion dated 2-10-48.