

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, permission is hereby granted to ERWIN ENTERPRISES
2292 La Sierra Avenue.
Riverside, CA 92514

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

That parcel of land adjoining La Sierra Avenue relinquished to the City of Riverside by the State of California and shown as frontage road by map recorded Aug. 19, 1959 in Book 2 at Page 160 of State Highway Maps, records of Riverside County, California, as shown by the attached 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 construction and maintenance of a temporary Christmas Tree sales lot for the period of 1 month from Nov. 25, 1989 through Dec. 25, 1989.

1A) This permit shall not be considered to be in effect until payment of a \$500 rental fee has been received by the City of Riverside Public Works Department.

1B) Lighting for said Christmas Tree sales lot shall be placed in a manner as not to have any adverse effect on traffic on the adjacent streets. Lighting is subject to inspection and shall be maintained to the satisfaction of the Public Works Department.

1C) Permittee shall obtain a temporary use permit from the Planning Dept. and approval from Public Utilities Dept. for the necessary hook-ups.

1D) Permittee shall indemnify and hold City and City's officers and employees free and harmless from any and every claim, demand or action for damages for personal injury, death or property damage, and any cost of expense (including attorneys' fees) in connection therewith, which may arise out of the condition or use of the premises. Permittee shall obtain, and shall keep in force throughout the original and extended permit terms, a policy of public liability insurance with a combined single limit in the amount of \$1,000,000.00, in the usual form of public liability and property damage policies placed with a company or companies authorized to do insurance business in the State of California. The insurance coverages required herein do not in any manner restrict or set limits upon Permittee's indemnification obligation written above.

City reserves the right to increase the insurance coverages described above within reasonable limits, and to require additional riders or provisions on said policies, endorsements or certificates as shall be considered in good faith to be reasonably necessary, consistent with the terms and conditions of this permit. Permittee shall immediately comply with said increase or change.

Permittee shall furnish City policies, endorsements or certificates of insurance which (1) confirm the required coverages, (2) confirm that City and its employees are included as additional insureds thereunder and (3) provide that City shall be given thirty (30) days written notice prior to cancellation or reduction in coverage of any or all of said policies. Permittee shall also furnish in completed form City's Additional Insured Endorsement previously given to Permittee.

1E) Permittee shall contact the Traffic Engineering Division of the Public Works Department for the covering of existing "No Parking" signs in the permit area.

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: OCT 26 1989

CITY OF RIVERSIDE, a municipal corporation

By *W. Brown* Mayor

Attest *Alice A. Hare* City Clerk

The foregoing is accepted by:

Robert E. Fremont
(Signature(s) of Permittee)

APPROVED AS TO CONTENTS

Barry Beal
Department Head

APPROVED AS TO FORM

John Woodhead
City Attorney

CITY MANAGER APPROVAL

Robert E. Fremont
City Manager

