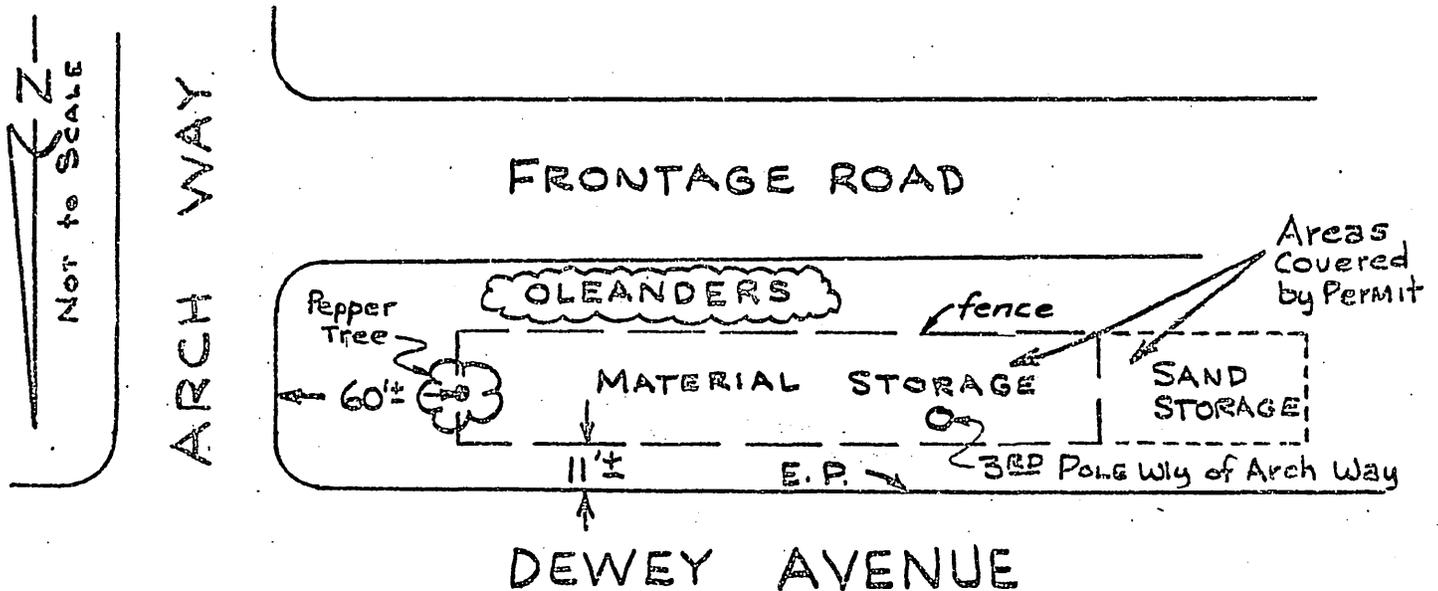


ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, permission is hereby granted to Sully-Miller Contracting Company, 3000 East South Street, Long Beach, California 90805

its heirs and assigns, hereinafter referred to as "Permittee" to use and occupy the following described property. A portion of Public Street right of way of Dewey Avenue west of Arch Way, generally as shown below.



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:

- A. Construct a 6-foot chain link fence around the ^{material} storage area.
- B. Use the storage area for materials and supplies, and not for any machinery or equipment.
- C. Area shall be kept neat and orderly, and free of any materials that are hazardous or objectionable to the City.
- D. Use of the property shall not cause any dust problems.
- E. Permittee shall furnish evidence of insurance satisfactory to the City Attorney.
- F. This permit will expire at the end of May, 1972.
- G. At termination of use, Permittee shall restore the property to the condition existing prior to use.

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: August 23, 1971

CITY OF RIVERSIDE, a municipal corporation

By Sam Alivante Mayor Pro

Attest Virginia J. Stroecker Tempore City Clerk

The foregoing is accepted by:

SULLY-MILLER CONTRACTING COMPANY

(Signature(s) of Permittee)

BY Edward C. Kolpak

Title Project Manager

APPROVED AS TO CONTENT

[Signature]
Department Head

APPROVED AS TO FORM

[Signature]
City Attorney

CITY MANAGER APPROVAL

[Signature]
City Manager