

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, permission is hereby granted to PHILIP J. AND SUZANNE S. FELIX
3825 Blackhawk Circle
Riverside, CA 92503

their heirs and assigns, hereinafter referred to as "Permittee" to use and occupy the following described property. A portion of the public right of way of Seneca Passage, a public street, 66' wide, as shown on Exhibit "A", attached hereto and made a part hereof,

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: Construction and maintenance of a 6 foot high wood fence encroaching up to 8.5 feet into the public right of way as shown on said Exhibit "A".

1a. Applicant shall leave adequate clearance to any existing underground utilities at the back of the sidewalk. Applicant shall contact electric division, telephone company and Choice TV and shall notify Underground Service Alert prior to drilling holes for fenceposts.

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: March 31, 1988

CITY OF RIVERSIDE, a municipal corporation

By [Signature] Mayor

Attest: ALICE A. HARE City Clerk

The foregoing is accepted by:

BY Karen E. Oakley
ASSISTANT CITY CLERK

[Signature]
(Signature(s) of Permittee)

APPROVED AS TO CONTENT

[Signature]
Department Head - Public Works

APPROVED AS TO FORM

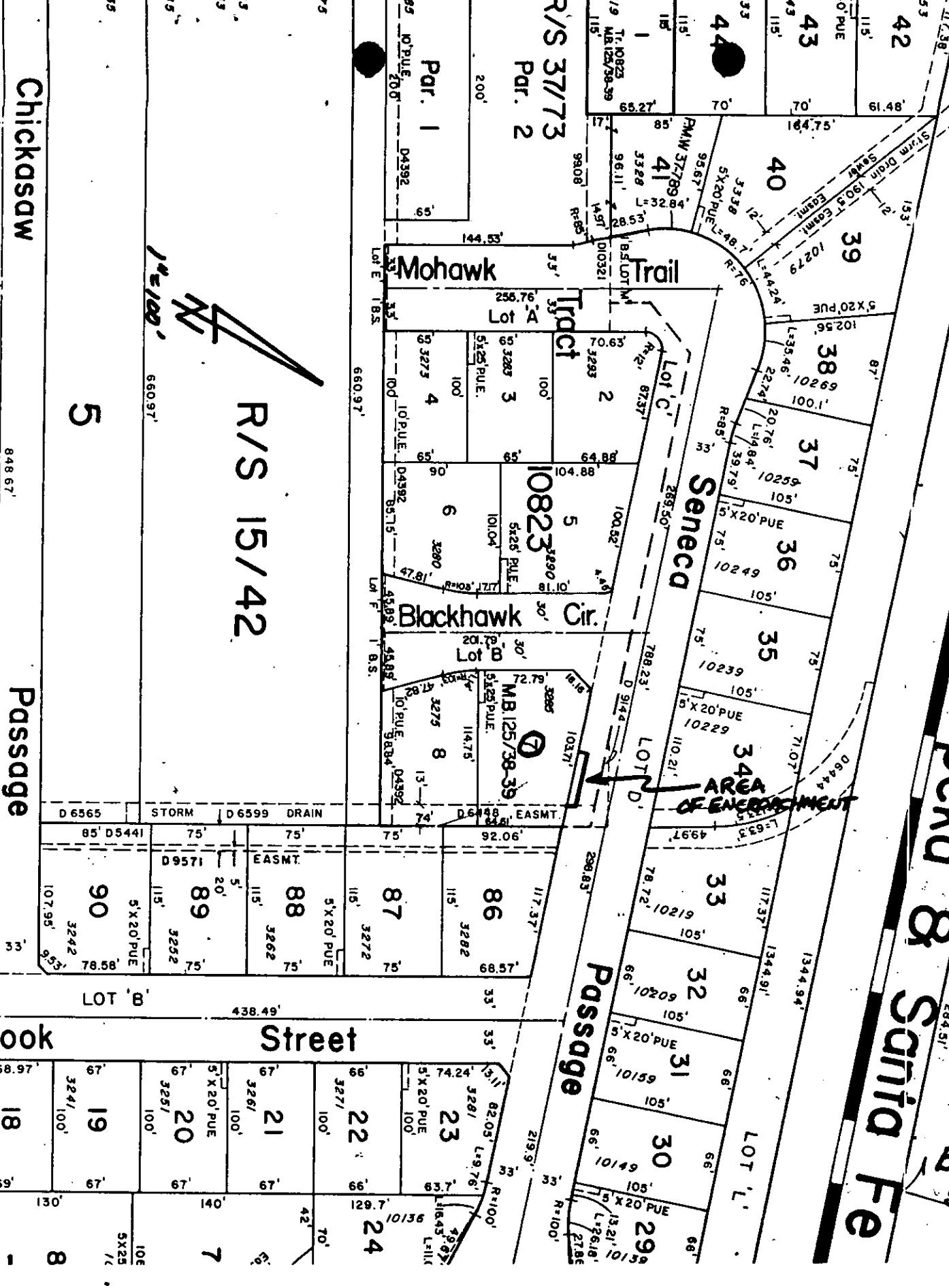
[Signature]
City Attorney

CITY MANAGER APPROVAL

[Signature]
City Manager

Atchison, Topeka & Santa Fe

EXHIBIT "A"
Sheet 1 of 2



Chickasaw

Passage

Street

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N.R. 9415-11

37

36



2+69.50 @ SENECA PA.
0+00 @ BLACKHAWK CI.

34

PROPOSED (PLAN)
SEE CITY PLAN R-21

EXHIBIT 'A'
Sht. 2 of 2

E 1061

EXIST. CURB & GUTTER & SIDEWALK

SEE CIP PLAN R-2105

EXIST. 8" V.C.P. PER 9-1176

EXIST. 8" A.C.P. WATERLINE

P.S.D.
360

N. 67° 34' 04" E.

6 L.F.I. @ 15' R.C.P. S.D.

13 B.C.R. 8737'

2

2+32.77 B.C.R.

100.53' E.C.R.

S. 33° 59' 26" E.

3+24.64 E.C.R.

0+55.13 B.C.R.

3+80 BEGIN
EXIST. TAPER

EXIST. BARB
WIRE FENCE

4+20 END TAPER
JOIN EXIST. ELEMENT

S.D. EASEMENT

SENECA PASSAGE

BLACKHAWK CIRCLE
SEE @ LEFT

CH MARK

RIVERSIDE B.M. E 3E, P.K. N.H.I.L.
ON RETURN TYPED BALDORAK
ELEV. 808.50'

Contractor agrees that he shall assume site conditions during the course of construction and property; that this requirement be to normal working hours; and that the Owner and the Engineer handles in connection with the performance of work arising from the sole negligence of the O

STREET