

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, permission is hereby granted to A.S.D. a limited partnership  
12121 Wilshire Blvd., #501  
Los Angeles, CA 90025

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

Any private irrigation facilities within public rights-of-way or easements for Orange Terrace Parkway, Silk Oak Drive, Trautwein Road, Van Buren Boulevard within the boundaries of Community Facilities District 86-1, City of Riverside as shown by Plan No. R-2971 on file in the City of Riverside, Public Works Department.

in accordance with the terms hereof.

1. Operation and maintenance of irrigation lines crossing (realigned) Trautwein Road, Orange Terrace Parkway, Silk Oak Drive and Van Buren Boulevard.

1A. The Permittee shall abide by all rules, regulations, policies and procedures regulating the installation of underground and surface facilities within a public street, including, but not limited to:

- a. Acquisition of necessary construction and/or street opening permits.
- b. Approval of signing, barricading and detouring to the specifications of the Traffic Engineer.
- c. Notification of the appropriate City departments prior to excavation for any purpose or any street closure related thereto.
- d. Coordination with and/or subordination to any City project which may take place during the period of this permit.
- e. Permittee shall remove or relocate portions or all of said facilities at its own expense, if any changes of grade, contour, configuration, or use of land overlying, underlying, or adjoining said facilities is required by the City, in accord with normal and reasonable engineering practices and as authorized by the Public Works Director.
- f. Permittee shall maintain its facilities in a state of good condition and repair to prevent damage, erosion, subsidence or undermining of surrounding property and structures. In the event Permittee fails to promptly effect necessary construction repairs, maintenance or relocation, the City may conduct such repair, maintenance or relocation at Permittee's expense.
- g. Permittee shall reimburse the City for any damages, cost or expense the City might suffer as a result of leakage, explosion or any malfunction related to said facilities during or after construction.

1B. The Permittee shall notify the City, in writing, of any changes in the operation and maintenance responsibility or ownership of the facility. In the event the facility is abandoned, the Permittee shall be responsible for disposing of, or transferring ownership of the facility to the specifications of the Public Works Department of the City.

1C. The Permittee shall file duplicate reproducibles of the City approved design drawings with the City.

1D. The Permittee shall provide to the City top-of-pipe elevation at locations determined and requested by the City, and upon completion of construction, provide accurate "as built" plans of the facilities.

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: JUN 9 1989

CITY OF RIVERSIDE, a municipal corporation

By Ed Moir Mayor

Attest Alma B. Hare City Clerk

The foregoing is accepted by:

A.S.D. a limited partnership  
(Signature(s) of Permittee)  
alger

APPROVED AS TO CONTENT  
Benny Bush  
Department Head

APPROVED AS TO FORM  
John Woodhead  
City Attorney

CITY MANAGER APPROVAL  
Robert E. Temont  
City Manager

