

11/21-1

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, permission is hereby granted to MORENO INDUSTRIAL DEVELOPMENT, a limited partnership
5225 Canyon Crest Drive, Suite 150
Riverside, CA 92507
and CANYON SPRINGS MEDICAL PLAZA PARTNERS, a Joint Venture of Riverside
Medical Clinic and Riverside Community Ventures Corp.
their heirs and assigns, hereinafter referred to as "Permittee" to use and occupy the following described property. That certain easement designated as "15' wide storm drain easement" lying within the westerly 15.00 feet of Parcel 52 of Parcel Map 19617, as shown by map on file in Book 128, Pages 91 through 103 of Parcel 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: Construction and maintenance of a private sanitary sewer line encroaching into said "15' wide storm drain easement" as shown by the attached Exhibit "A".

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: SEP 6 1989

CITY OF RIVERSIDE, a municipal corporation

By [Signature] Mayor

Attest [Signature] City Clerk

The foregoing is accepted by:

MORENO INDUSTRIAL DEVELOPMENT
by: T. & S. DEVELOPMENT, INC.

(Signature(s) of Permittee)
[Signature]
MARK A. THOMPSON, PRESIDENT

[Signature]
DENNIS E. MORGAN, EXECUTIVE VICE PRESIDENT

APPROVED AS TO CONTENT

[Signature]
Department Head Public Works

APPROVED AS TO FORM

[Signature]
City Attorney

CITY MANAGER APPROVAL

[Signature]
City Manager

FOR CANYON SPRINGS MEDICAL PLAZA PARTNER

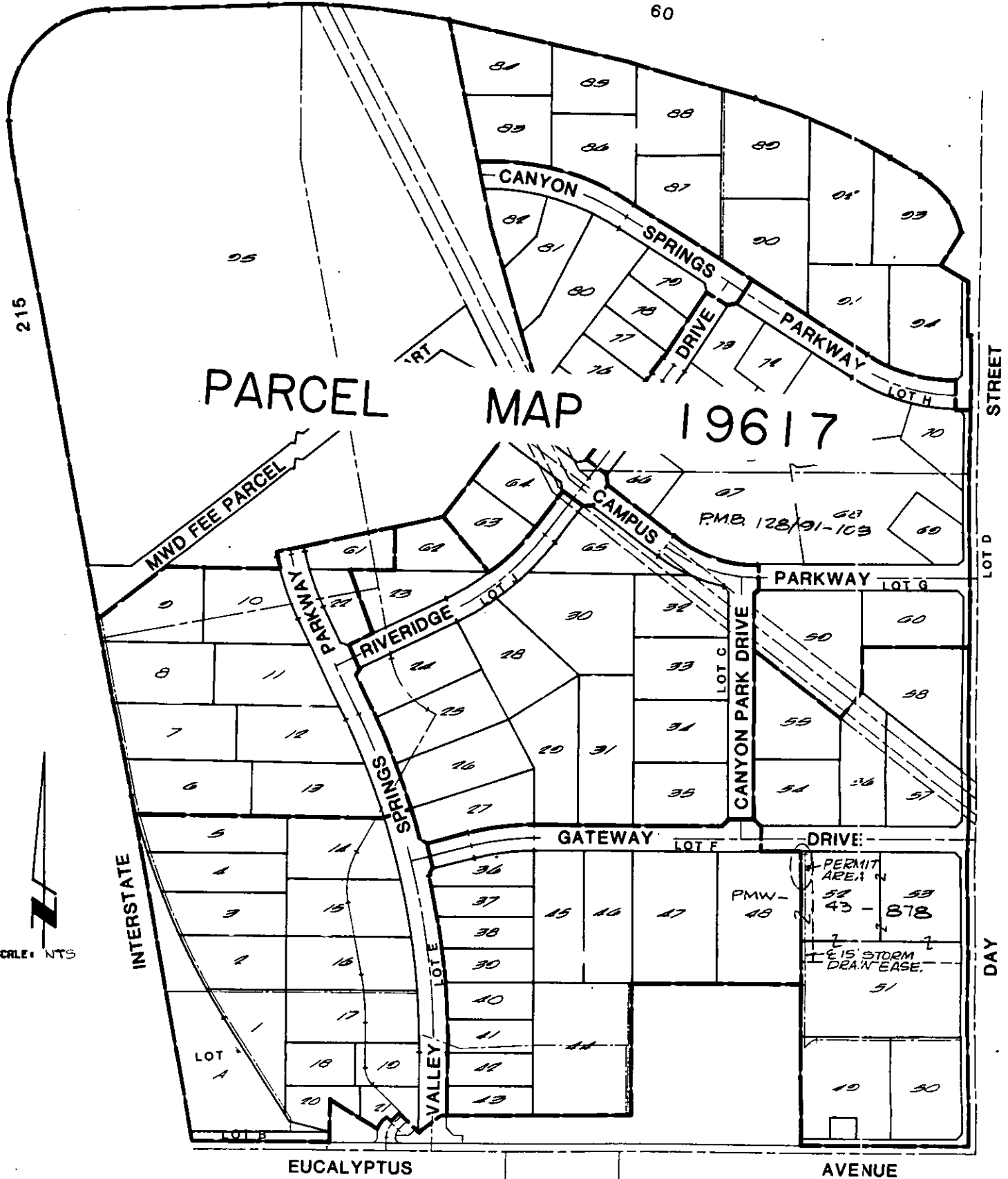
STATE

HIGHWAY

60

215

PARCEL MAP 19617



SCALE: NTS



EUCALYPTUS AVENUE

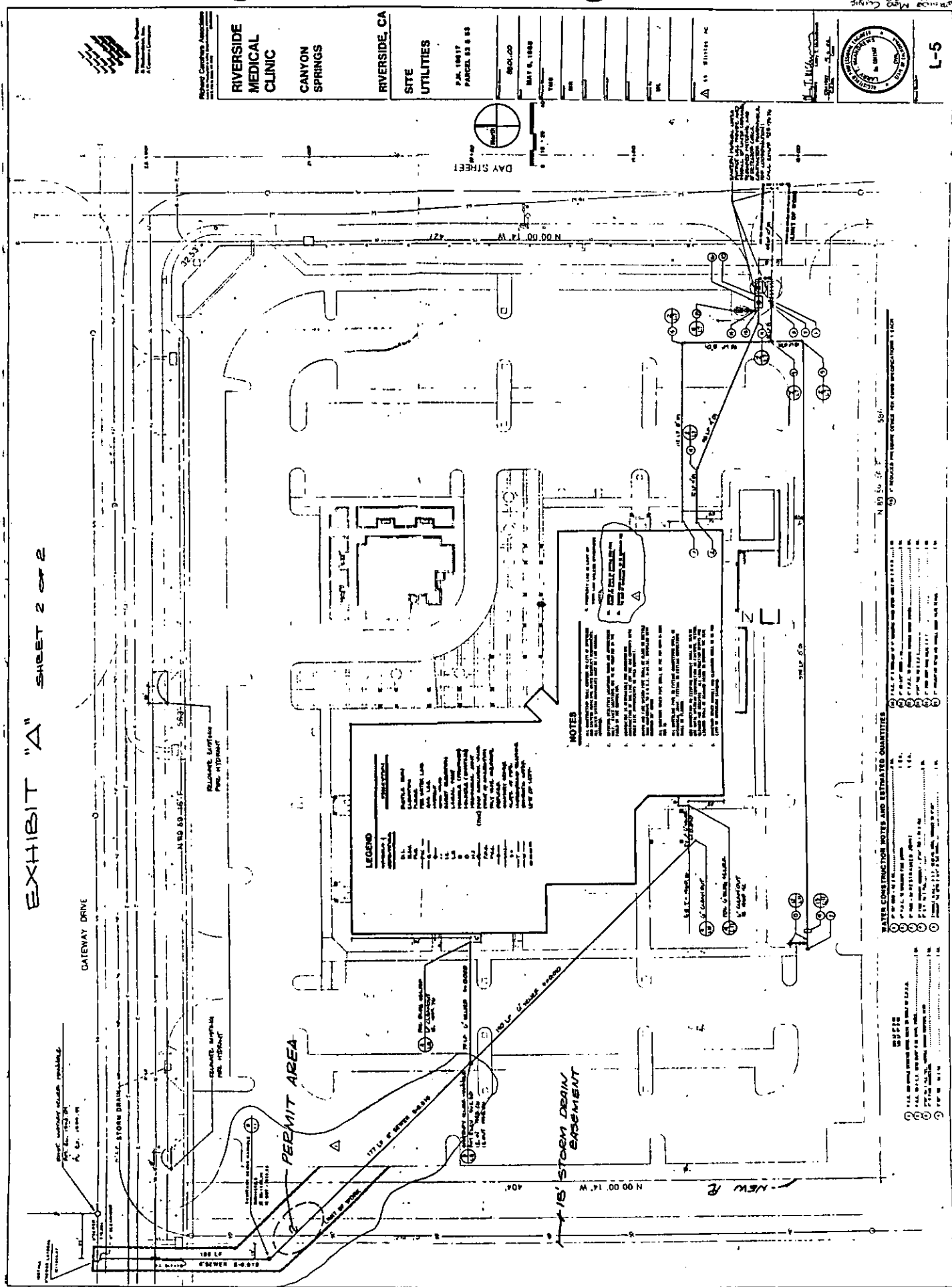
AVENUE

EXHIBIT "A" SHEET 1 of 2

E-1129

1129

EXHIBIT "A" SHEET 2 OF 2



Richard C. ...

RIVERSIDE MEDICAL CLINIC
CANYON SPRINGS

RIVERSIDE, CA
SITE UTILITIES

P.M. 19817
PARCEL 83 & 85

MAY 9, 1989



S-1

LEGEND

1. PERMIT AREA	---
2. STORM DRAIN	---
3. SEWER	---
4. UTILITY	---
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TABLE OF QUANTITIES

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