

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, California, permission is hereby granted to The United States of America, its successors and assigns, hereinafter referred to as "Permittee", to use and occupy the following described property in accordance with the terms hereof:

The term shall commence upon the date this permit is executed for a period not to exceed twelve (12) months.

Those portions of public street right of way designated on Exhibit "A", attached hereto and incorporated herein.

1. Permittee shall use and occupy the described property only in the manner and for the purposes as follows: To drill, monitor, maintain, remove and close test wells for the purpose of groundwater and soil testing, Corps of Engineers Project Nos. J09CA026700, J09CA026701, Camp Anza.

a. The test wells shall be constructed as shown on Exhibit "A" attached hereto and incorporated herein.

b. Permittee's contractor shall obtain a street opening permit prior to doing any work in the public right of way.

c. Permittee's contractor shall review required traffic control and safety measures for well sites with the City's Traffic Engineering Division prior to doing any work in the public right of way.

d. Permittee's contractor shall determine required clearances from all public and private utility and sewer facilities prior to drilling; and shall only drill in compliance with such clearance requirements. It shall be Permittee's responsibility to determine the location of all utilities, sewers and similar underground facilities.

e. Permittee shall notify the City of Riverside, California, Public Works Department of the exact drilling date. Drilling will not commence prior to 8:30 a.m. in residential neighborhoods and will continue no later than one hour prior to sunset.

f. During the period of well installation, Permittee's contractor shall keep the site supervised continuously from the beginning of drilling until installation of the locked traffic grade "Christy Box" cap marked "Monitor Well". Under no circumstances is the well or borehole to be left

unattended when it is unlocked or incapable of being locked. Supervision after dusk includes appropriate lights to make the well visible to the attendants who shall remain awake and observant of the well or borehole.

g. Permittee shall be responsible for insuring that well sites shall have and implement the required traffic control and safety measures approved by the City Traffic Engineer pursuant to Condition c. above.

h. Permittee agrees to make the results of the sampling available to the City.

i. When the wells are no longer needed, the Permittee shall provide written notice to this effect to the City, and the wells shall be removed, closed and abandoned to the specifications of the Riverside Public Works Department and the State of California regulations regarding the closure of wells.

j. Permittee shall pay a \$75.00 application fee.

k. Upon completion of the wells, Permittee shall provide to City an as-built plan showing the exact location of the wells. During the period of existence of the wells, Permittee shall submit to City quarterly reports indicating the results of any sampling, anticipated future sampling and expected closure date. Permittee shall inspect each well site at least once each month to insure that the lock is locked and not broken. Upon closure, Permittee shall provide to City an as-built plan of the closed wells.

l. Permittee shall have the right of reasonable access across the City's adjacent right of way to drill, monitor, maintain, remove and close the wells.

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. Finding and determination by the City Council of the City of Riverside that the Permittee or its successors or assigns, are in default of the terms hereunder shall be cause for revocation.

4. The contractor doing work on or about subject property will provide comprehensive general liability insurance, in the amount of not less than \$1,000,000 for each occurrence, providing full coverage for any and all loss, damage, injury or death to persons or property arising from their actions or inaction in or about this project; and name the City of Riverside ("City"), its officers, directors, staff, and property as an additional insured for the full term of the project. Copies of certificates of insurance will be

provided to the City prior to commencement of work. Further, the Government agrees to be responsible for damages arising from its activity, its officers, employees, authorized representatives, including contractors, on said land, in the exercise of rights under this right-of-entry, either by repairing such damage or at the option of the Government by making an appropriate settlement with the City in lieu of restoration.

DATED: DEC 14 1990

CITY OF RIVERSIDE,
a municipal corporation

By Terry Fung
Mayor

Attest Alice A. Hise
City Clerk

The foregoing is accepted by:

Robert W. Colangelo
Signature(s) of Permittee's:
12-26-90

acting **VIRGIL D. TAYLOR**
Chief, Real Estate Division
US Army Engineer District, Los Angeles

APPROVED AS TO CONTENT

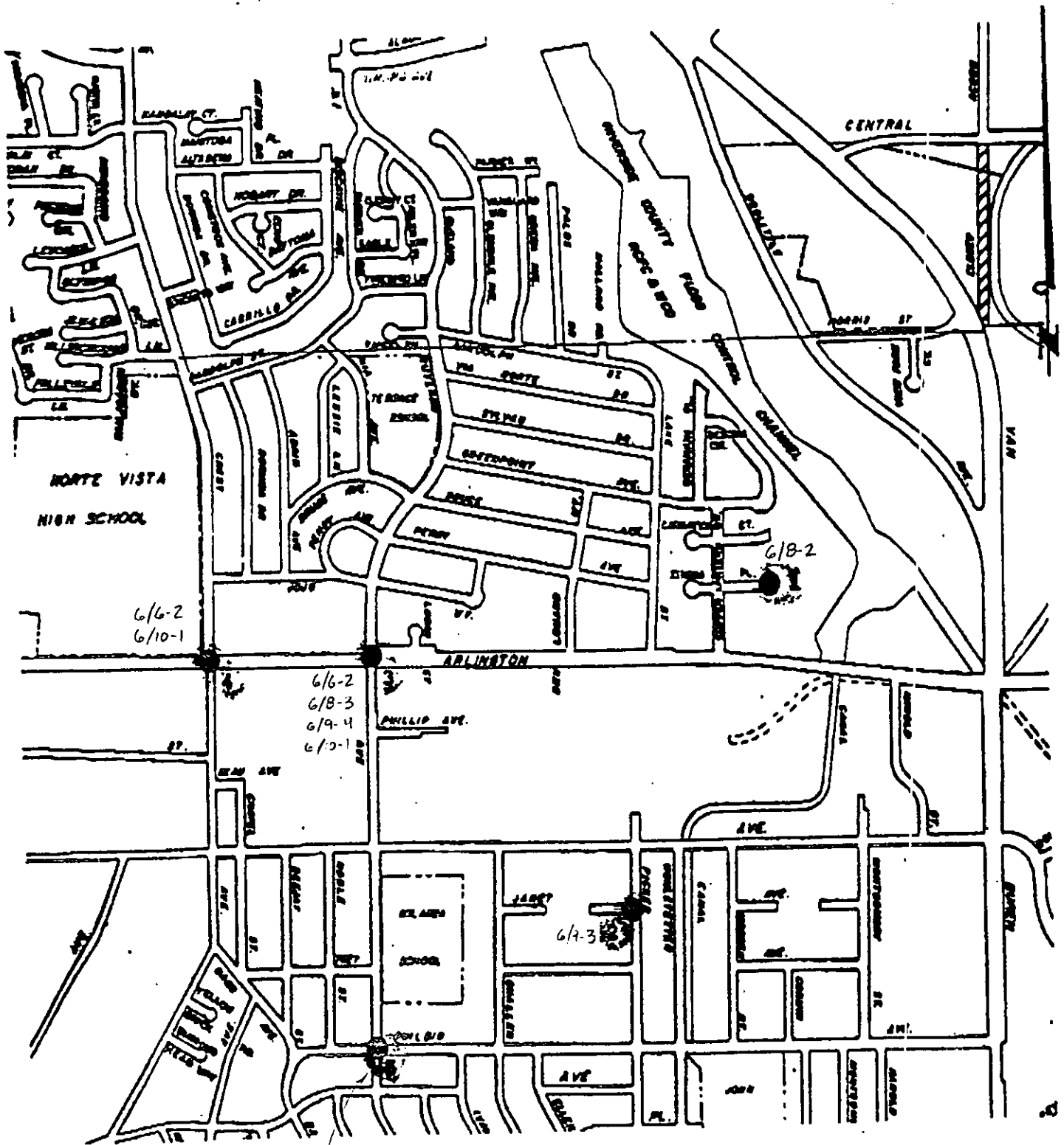
Doug Paul
Department Head (Public Works)

APPROVED AS TO FORM

Norman G. Heuring
City Attorney

CITY MANAGER APPROVAL

John E. Holmes



● TEST WELL LOCATION

ENCROACHMENT PERMIT

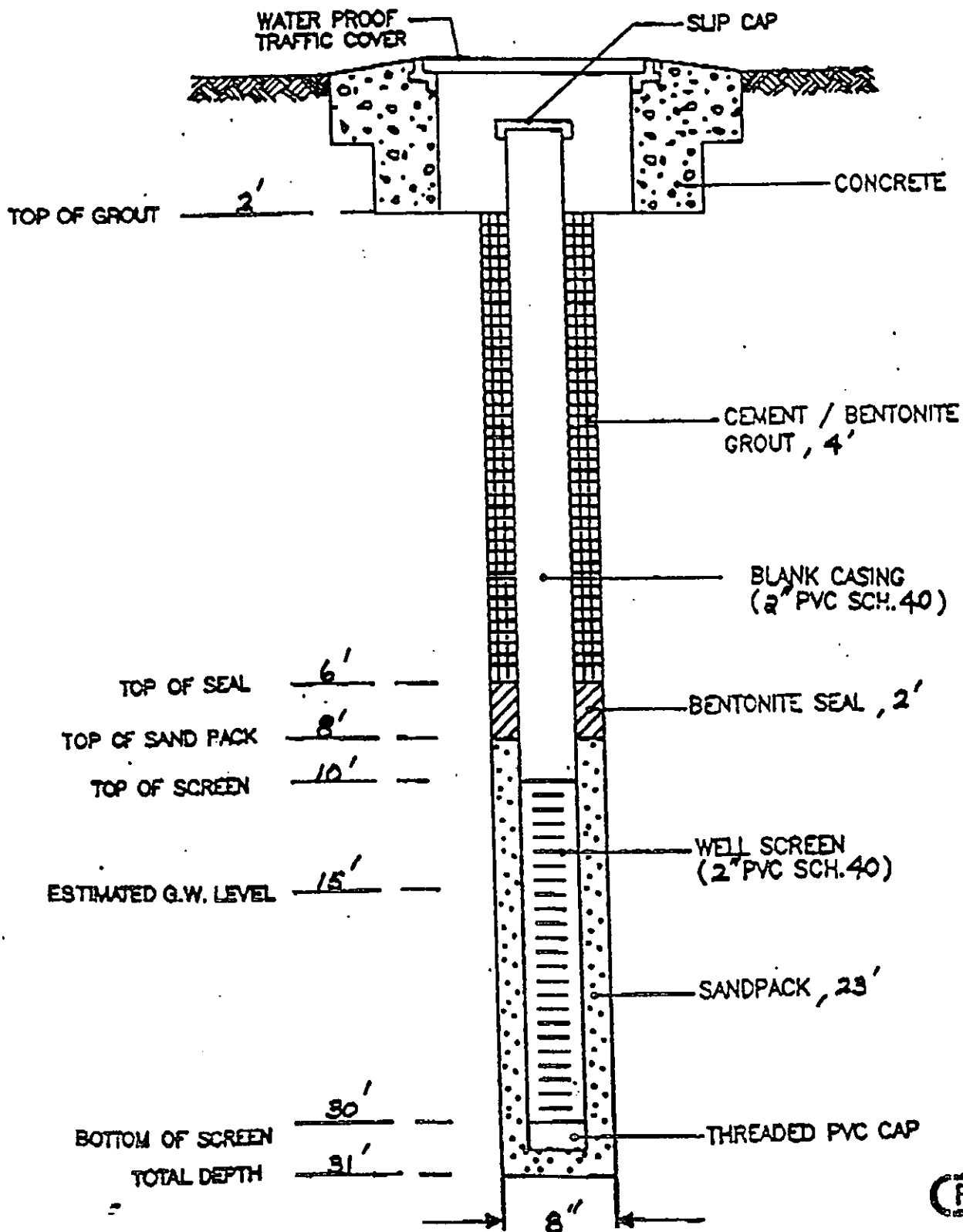
E-1169

EXHIBIT 'A'
SHEET 1 OF 2

WELL CONSTRUCTION DIAGRAM

PROJECT: Camp Anza
 LOCATION:
 DRILLING METHOD: 8" O.D. Hollow Stem Auger

No. OF WELLS : 5
 EXPECTED DRILLING DATE : Oct '89
 DRILLING CO.: Riedel Env. Services



RIEDEL

ENCROACHMENT PERMIT

E-1169

EXHIBIT 'A'
 SHEET 2 OF 2