

RECEIVED
DEC 20 1993
DEPT. OF
PUBLIC WORKS

ENCROACHMENT PERMIT
(Parking Lot No.12)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

THIS ENCROACHMENT PERMIT is made and entered into this
14th day of December, 1993, by and between the CITY OF
RIVERSIDE, a municipal corporation of the State of California
("City"), and SIDNEY LERNER ("Permittee") with reference to
the following facts:

A. Municipal Parking Lot No. 12 is located on the
westerly side of Orange Street between Ninth Street and
Tenth Street in the City of Riverside, California. The
land upon which Parking Lot No. 12 is located is owned
by the PARKING AUTHORITY OF THE CITY OF RIVERSIDE
("Authority") and is leased to City.

B. By the Encroachment Permit issued by Authority
to Permittee on January 15, 1976, Permittee was granted
permission to use and occupy the approximately 8.25 foot
by 15 foot area in the most westerly corner of said
Parking Lot No. 12 for the placement of rubbish
containers to be used for the buildings immediately
adjacent to said Parking No. Lot 12. In consideration
of the granting of the encroachment permit, Permittee
was to construct or cause to be constructed at his cost,
an enclosure for said rubbish containers. The term of
the encroachment permit was for ten (10) years
commencing January 15, 1976. Upon the expiration of
the encroachment permit, the enclosure became the
property of Authority.

1 C. Permittee has requested permission from City to
2 use the enclosure previously constructed by Permittee,
3 which is located on the property leased to City by
4 Authority, and in consideration thereof, Permittee has
5 agreed to maintain the enclosure in good repair and in a
6 clean and sanitary manner.

7 NOW, THEREFORE, incorporating the above recitals, City
8 and Permittee mutually agree as follows:

9 1. Upon execution of this encroachment permit by both
10 parties, City grants to Permittee permission to use and
11 occupy the approximately 8.25 foot by 15 foot area in the
12 most westerly corner of Parking Lot 12, located on the
13 westerly side of Orange Street between Ninth Street and Tenth
14 Street, in the City of Riverside, California, which area is
15 shown outlined on the plat marked as Exhibit A, attached
16 hereto and incorporated herein by this reference.

17 2. Permittee shall use and occupy the above described
18 area only for the placement of rubbish containers to be used
19 for the building owned, operated or managed by Permittee
20 located on Tenth Street immediately adjacent to said Parking
21 Lot No. 12, which rubbish containers shall be placed in the
22 enclosure previously constructed on the area subject to this
23 encroachment permit.

24 3. Permittee acknowledges that the area subject to
25 this encroachment permit, including the enclosure constructed
26 thereon, is owned by Authority and leased by Authority to
27 City for use as a municipal parking lot.

1 4. In consideration of the granting this encroachment
2 permit, Permittee shall keep and maintain the enclosure and
3 the area immediately surrounding the enclosure in a sanitary
4 and orderly condition during the term of this permit, and
5 shall promptly make all needed repairs to the enclosure at
6 his sole cost upon written notice from the Public Works
7 Director of City or the designated representative of said
8 Director. Upon a finding by the Public Works Director that
9 the Permittee is in default of his responsibilities under
10 this paragraph, the failure by Permittee to make the required
11 corrections within fifteen (15) days following service of
12 written notice from the Public Works Director of such finding
13 shall be grounds for the immediate revocation of this permit
14 without further notice.

15 5. Permittee acknowledges that the area of Parking Lot
16 No. 12 subject to this encroachment permit could in the
17 future be needed by City or Authority for a public
18 improvement or other purpose. Upon determination by City
19 that the area is needed by City or Authority for any purpose
20 whatsoever, City may revoke this permit upon sixty (60) days
21 written notice to Permittee.

22 6. Any notices required or desired to be served by
23 either party upon the other shall be addressed to the
24 respective party as set forth below:

25	<u>City</u>	<u>Permittee</u>
26	Public Works Director	Sidney Lerner
27	3900 Main Street	Post Office Box 5005
	Riverside, CA 92522	Riverside, CA 92517

1 or to such other addresses as from time to time shall be
2 designated by the respective parties.

3 7. Permittee waives the right of claim, loss, damage or
4 action against City resulting from revocation of this
5 encroachment permit, the destruction and removal of the
6 enclosure, or any action of City, its officers, agents or
7 employees taken in accordance with the terms herein.

8 8. Permittee hereby agrees to and shall indemnify,
9 defend and hold harmless City and Authority, and their
10 officers and employees from and against any and all losses,
11 damages, claims, liability, expenses or costs arising from
12 any accident or occurrence causing any injury or damage to
13 any person or property (including Permittee's employees or
14 property) relating or attributed to City's permission to use
15 the area subject to this encroachment permit or the
16 responsibilities of Permittee hereunder. Permittee's
17 obligation to indemnify, defend and hold harmless as herein
18 provided shall continue notwithstanding the mutual
19 termination of this encroachment permit or the revocation of
20 this encroachment permit by City.

21 IN WITNESS WHEREOF, City and Permittee have caused this
22 Encroachment Permit to be duly executed the day and year
23 first above written.

24 CITY OF RIVERSIDE, a
25 municipal corporation

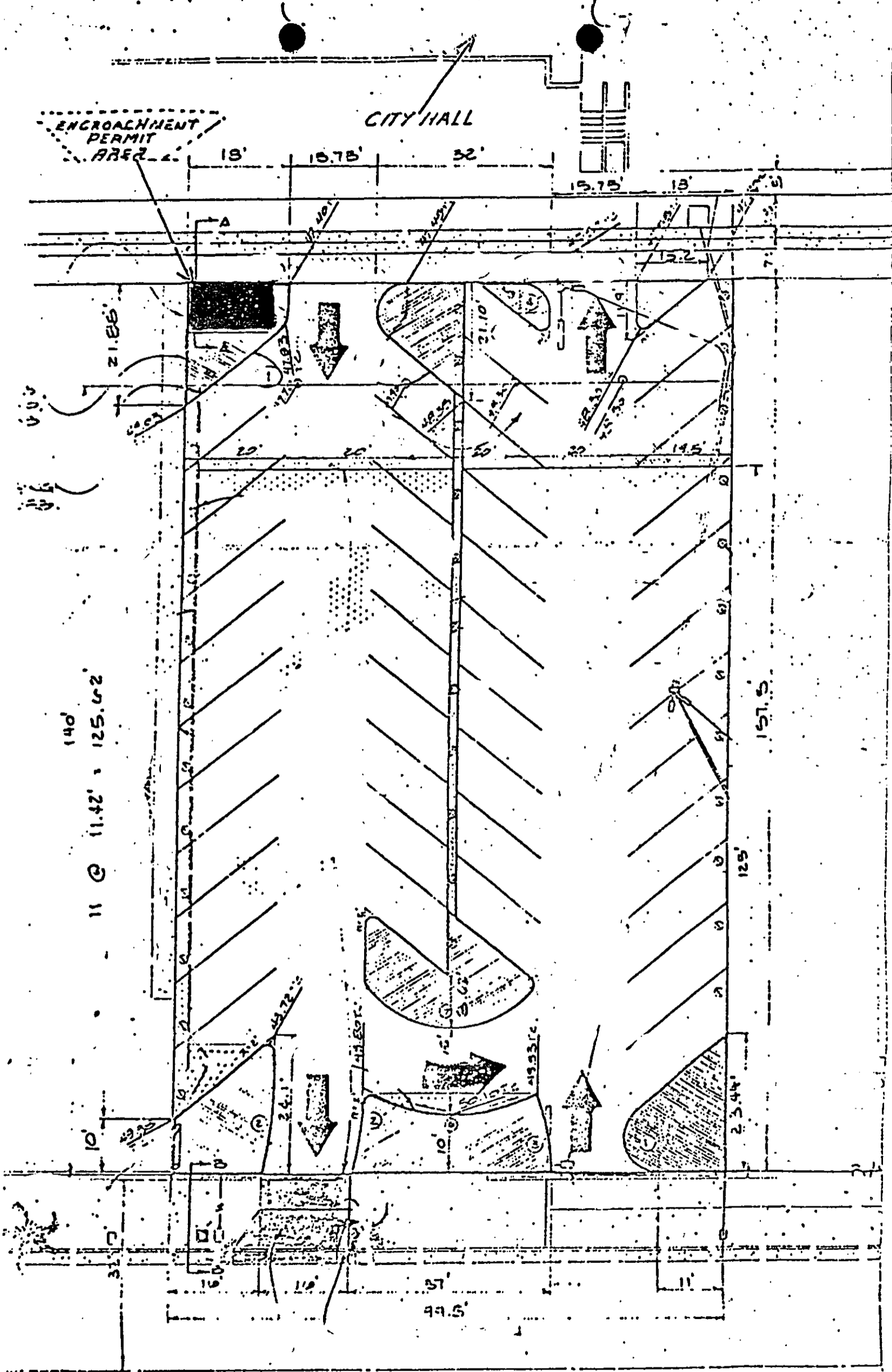
PERMITTEE:

26 By Terry Fuzzell
27 Mayor

Sidney Verner
Sidney Verner

Attest Karen E. Lundquist
City Clerk

APPROVED AS TO FORM
ASST. CITY ATTORNEY



ORANGE STREET

EXHIBIT A

n.n. 1/8