

APPLICATION FOR ENCROACHMENT PERMIT
(to be completed by applicant)

U.S.A. GASOLINE CORP., the Owner Lessee of the property located at 2658 UNIVERSITY AVE in the City of Riverside, Assessors Parcel No. 211-133-019 hereby requests permission to INSTALL AND MAINTAIN 2- GROUNDWATER MONITORING WELLS

in the public right of way of VICTORIA & NINTH ST. / or the _____ easement at the _____ rear / _____ side / _____ front of said property. The attached drawing shows the requested encroachment. Upon issuance of this permit, I agree to comply with the attached terms and conditions.

Date 7/8/94 [Signature]

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ENCROACHMENT PERMIT APPROVAL
(to be completed by City)

This permit shall become effective upon the approval of the Departments listed below. Issuance of this permit shall not be construed as a waiver of any other applicable permit or requirement, but is only revocable permission to use the land for the purpose described.

- Public Utilities Water B. Scimpo 7/6/94
- Public Utilities Electric D. Kelly 7/6/94
- NA Planning _____
- NA Parks and Recreation _____
- _____ (other) _____
- _____ (other) _____

Upon obtaining the above signatures, return this permit to the Public Works Department for final approval

Date 8/10/94 [Signature]
Public Works Director

Encroachment Permit No. E-1269

TERMS AND CONDITIONS

The following indicated terms and conditions apply to encroachment permit no. E-1269.

1. Permittee acknowledges that the area of encroachment is owned or controlled by the City of Riverside.
2. Permittee acknowledges that the described property could be needed for a proposed or planned public improvement and the City may revoke this permit. Upon written notice of revocation, the permittee shall, within the time prescribed by the City, remove all improvements placed, constructed or maintained. If the permittee fails to abide by the removal order of the City, the City shall have the right to remove and destroy the improvements without reimbursement to the permittee. The cost of such removal shall be paid by the permittee to the City and shall constitute a debt owed to the City.
3. Permittee waives the right of claim, loss, damage or action against the City resulting from revocation, termination, removal of improvements or any action of the City, its officers, agents or employees taken in accordance with the terms herein.
4. If the City Council of the City of Riverside finds that the permittee is in default of the terms of this permit, that shall be cause for revocation.
5. Permittee herewith agrees to hold the City of Riverside harmless from and against all claims demands, costs, losses, damages, injuries, actions for damages and/or injuries, and liability in connection with the construction, encroachment, and/or maintenance to be done by permittee within the described property.
6. Prior to any construction taking place on City controlled property, permittee shall obtain a Construction Permit or Street Opening Permit from the City Public Works Department.
7. The permittee agrees to insure that construction of their improvements will not interfere in any way with existing City or utility facilities. The existing facilities will require future maintenance, reconstruction and revisions and facilities may be added, any of which may result in removal or alteration of the permittee's improvements without

reimbursement to the permittee. Prior to construction, Permittee shall contact Underground Service Alert to field locate existing utility lines. Any conflicts discovered will void the permit until acceptable revisions are made.

8. Other _____

SPECIAL CONDITIONS FOR TEST WELLS

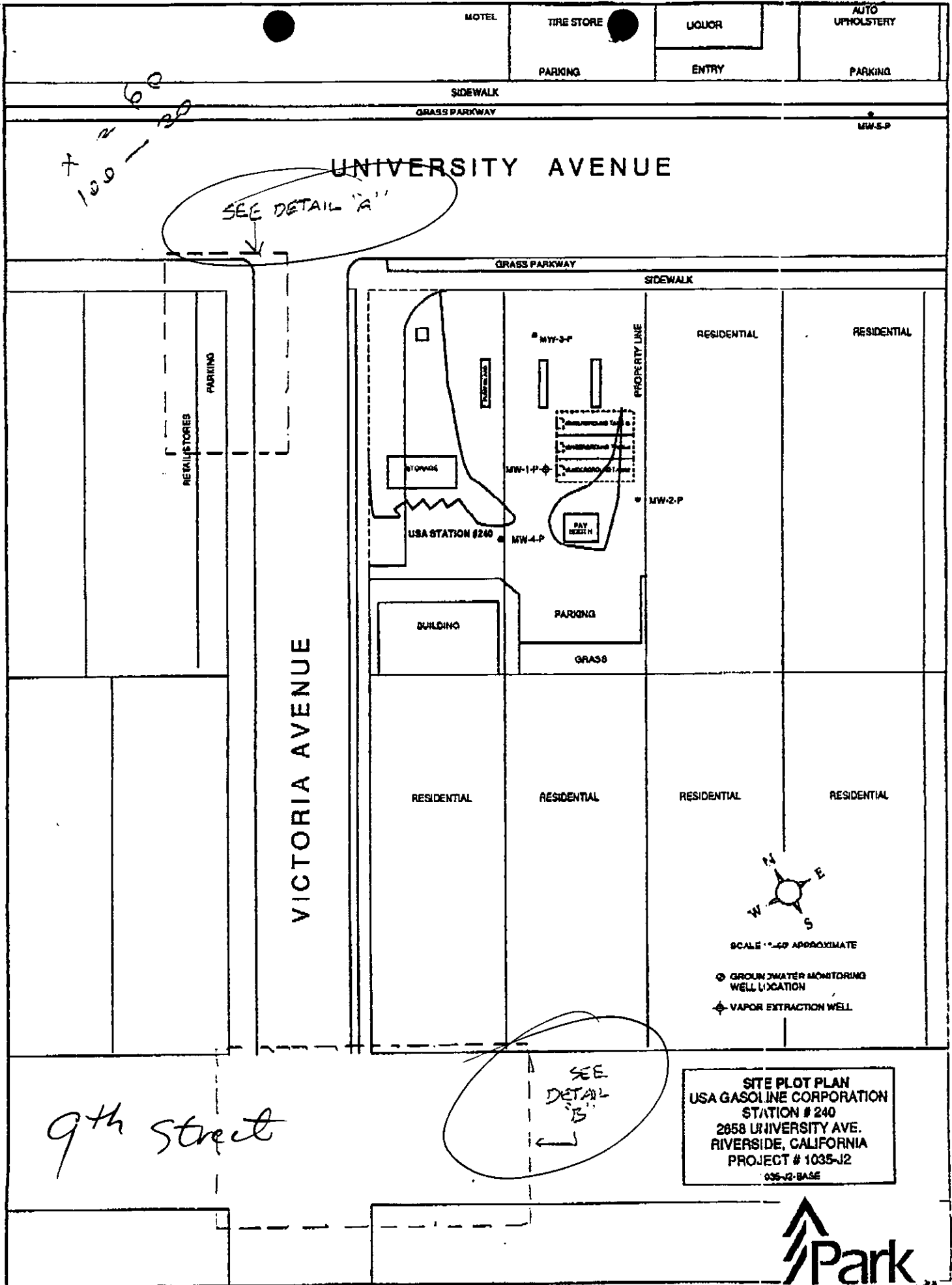
9. Permittee shall use and occupy the described property only in the manner and for the purposes as follows: To drill, monitor, maintain, remove and close test well(s) for the purpose of MONITORING GROUND WATER

- 9.a. The test well(s) shall be constructed as shown on Exhibit "A" attached hereto and incorporated herein.
- 9.b. Permittee's contractor shall obtain a street opening permit prior to doing any work in the public right of way.
- 9.c. Permittee's contractor shall review required traffic control and safety measures for each site with the City's Traffic Engineering Division prior to doing any work in the public right of way.
- 9.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.
- 9.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.
- 9.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.
- 9.g. Permittee shall be responsible for insuring that well site(s) shall have and implement the required traffic control and safety measures approved by the City Traffic Engineer pursuant to Condition 9.c. above.
- 9.h. Permittee agrees to make the results of the sampling available to the City.
- 9.i. In the event the City needs the site prior to completion of monitoring, upon receipt of written notice to this effect from the City, the Permittee agrees to remove, close and abandon the well or wells in a timely manner, in accordance with the procedures specified under Condition 9.j. below. This permit may then be revised to apply to a new approved site.

- 9.j. When the well(s) 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.
- 9.k. To insure that removal and closure of the well(s) takes place in a timely manner, the Permittee shall post a cash deposit of \$2,000. This cash deposit may be used by the City to remove and close the well(s) when not done by Permittee as required by Condition 9.i. and Condition 9.j. above and/or Condition 2 above. Any cost of closure in excess of the \$2,000 cash deposit shall be paid by Permittee to the City of Riverside and shall constitute a debt owed to the City of Riverside.
- 9.l. Upon completion of the well(s), Permittee shall provide to City an as-built plan showing the exact location of the well(s). During the period of existence of the well(s), 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 well(s).
- 9.m. Permittee shall have the right of reasonable access across the City's adjacent right of way to drill, monitor, maintain, remove and close the well(s).

2482

0291X/b
06/10/91



100-1-60

SEE DETAIL "A"

VICTORIA AVENUE

9th Street

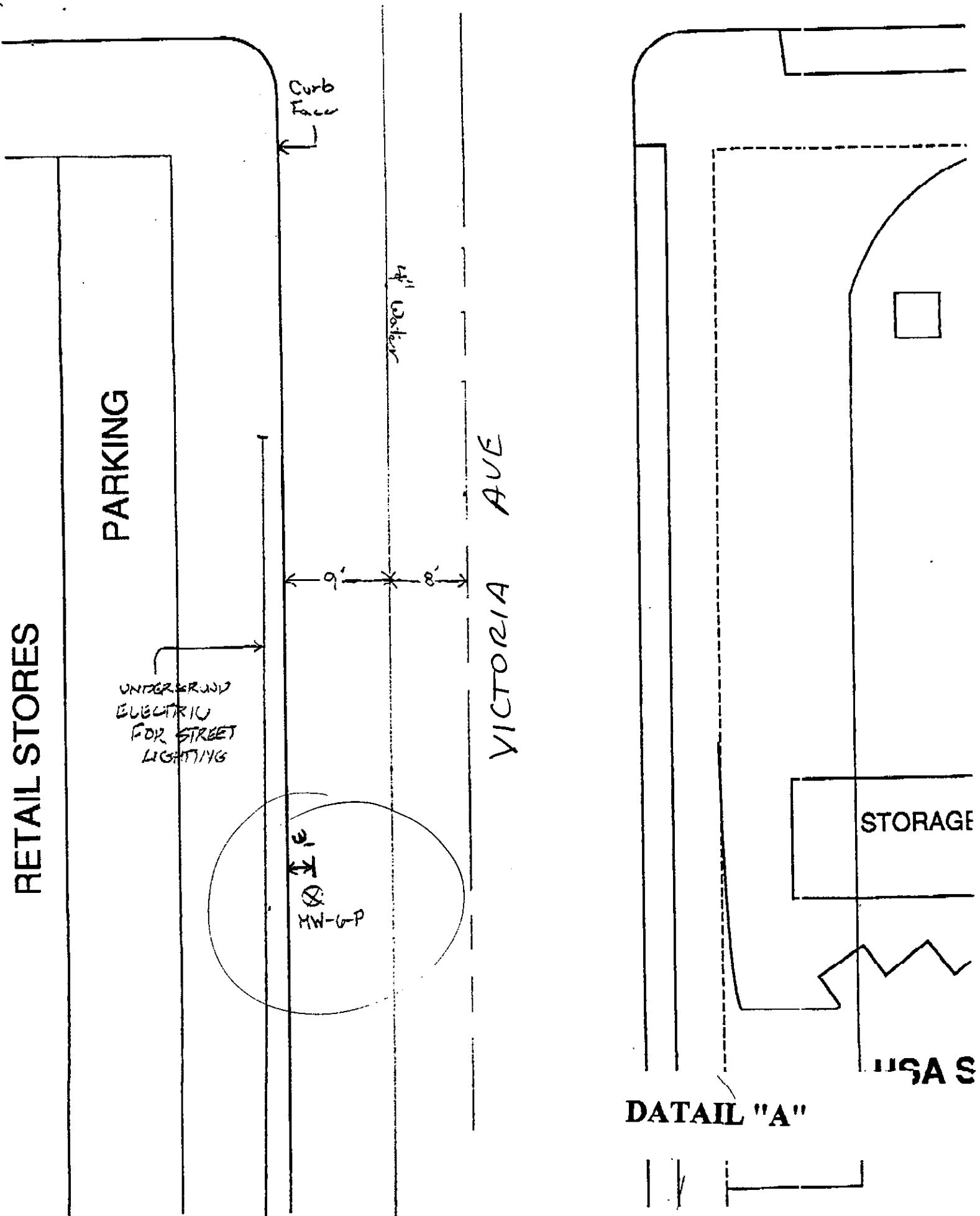
SEE DETAIL "B"

SITE PLOT PLAN
USA GASOLINE CORPORATION
STATION # 240
2858 UNIVERSITY AVE.
RIVERSIDE, CALIFORNIA
PROJECT # 1035-J2
 035-J2-BASE



UNIVERSITY

AVENUE.



RETAIL STORES

PARKING

UNDERGROUND ELECTRIC FOR STREET LIGHTING

Curb Face

4" Water

VICTORIA AVE

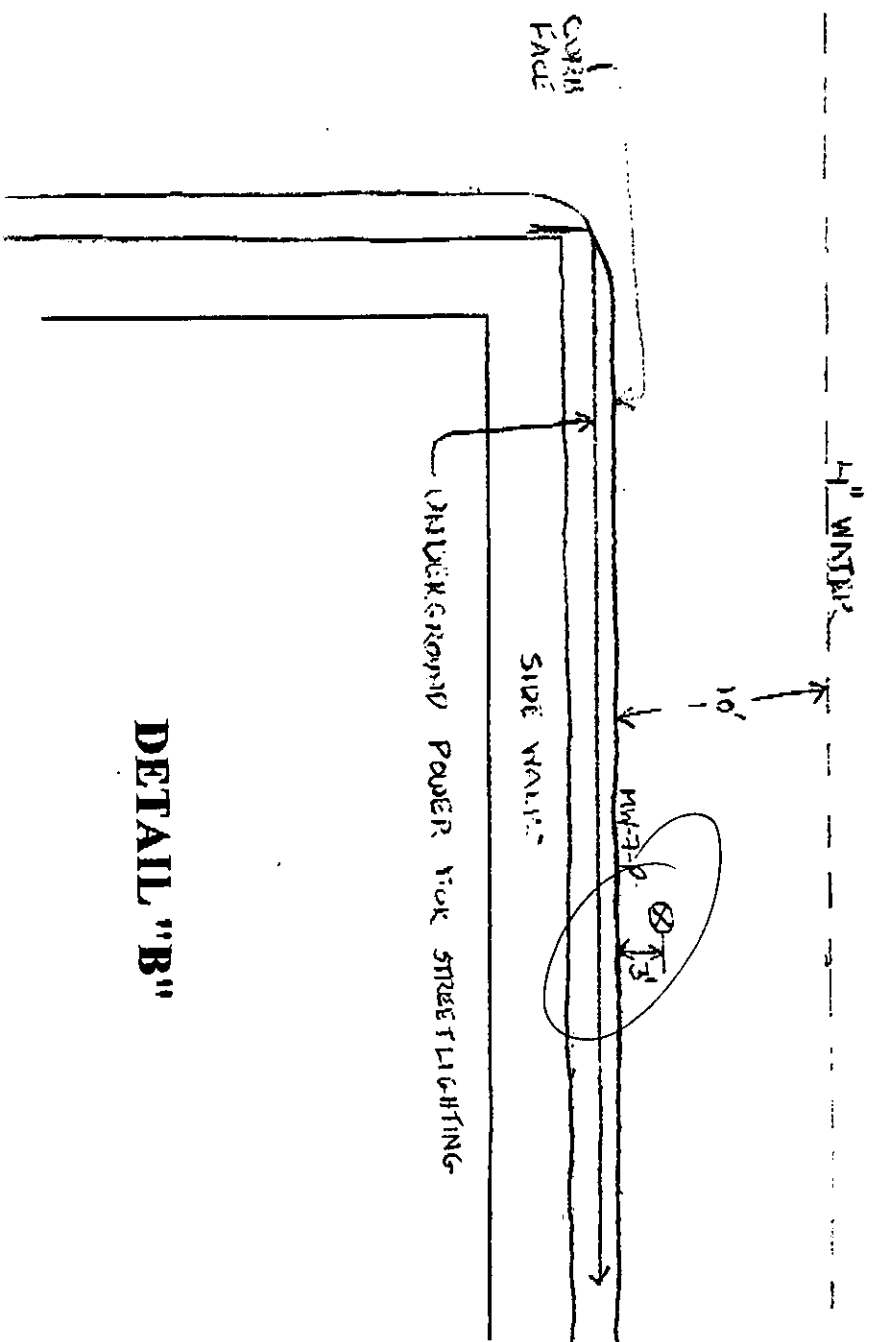
STORAGE

USA S

DETAIL "A"

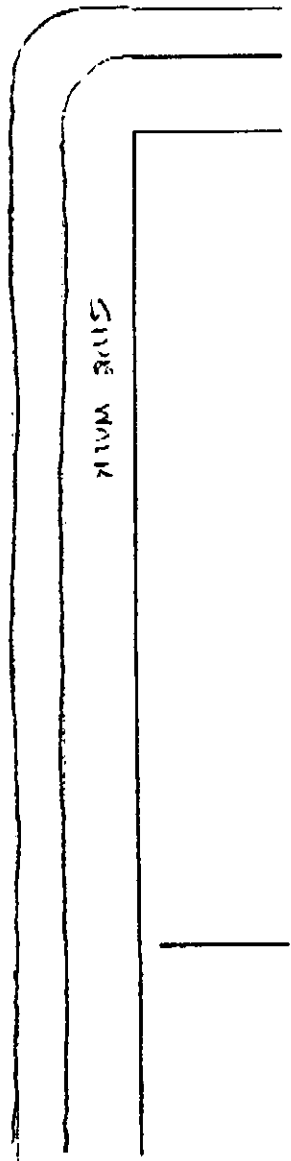
Victoria

Avenue

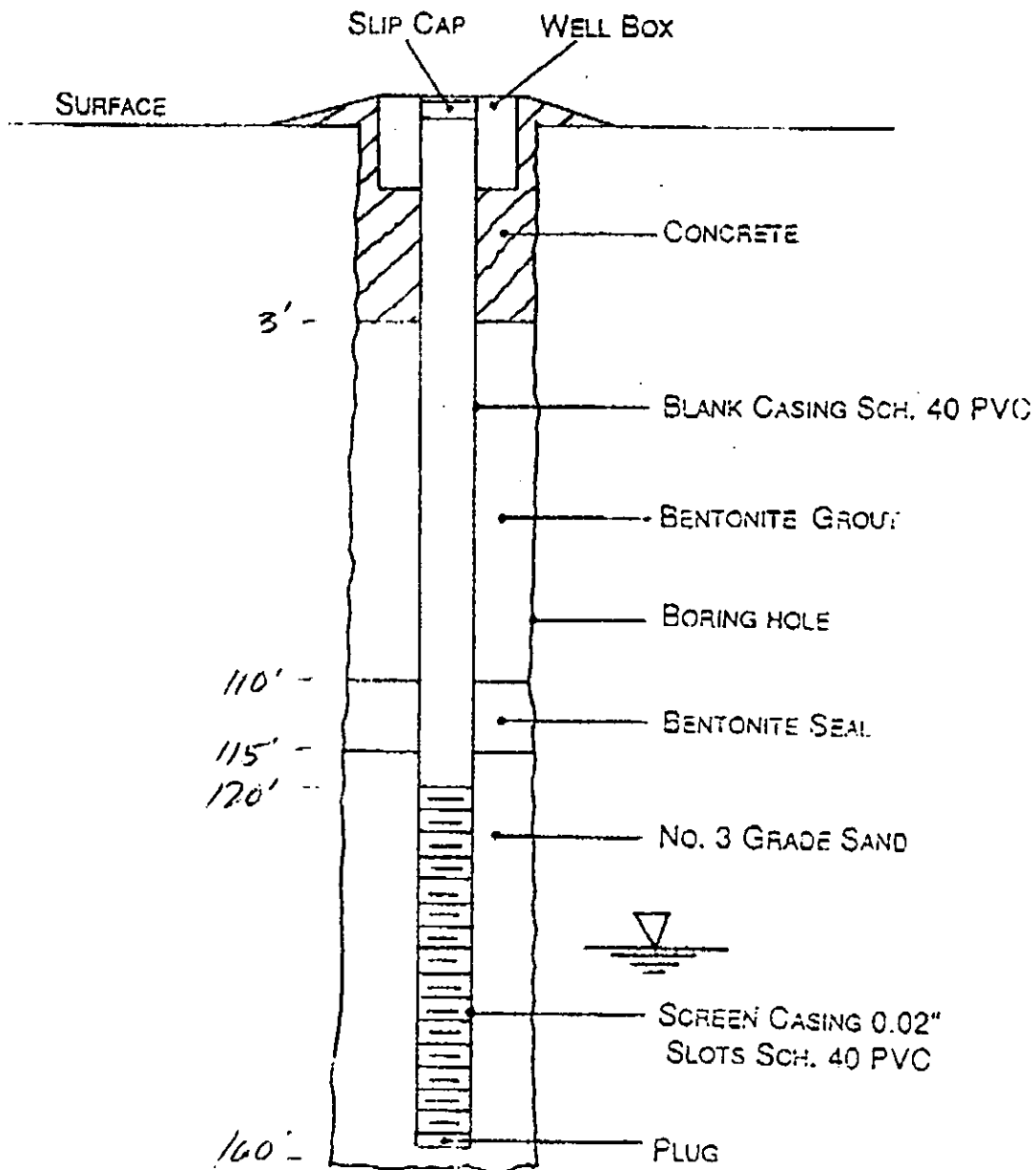


9th

9th Street



DETAIL "B"



NOT TO SCALE



EXHIBIT 'A'