

ENCROACHMENT PERMIT

(to be completed by applicant)

MLM PROP LLC, the Owner Lessee of the property located at HOWARD & 11TH in the City of Riverside, Assessors Parcel No. 211-201-004 & 211-201-003 hereby requests permission to CONSTRUCT AND MAINTAIN PRIVATE STORM DRAIN LATERAL

in the public right of way of TENTH STREET / ~~OR~~ AND the ~~EXISTING STORM DRAIN FACILITY~~ ~~located~~ 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 _____ X Lew Cardey

ENCROACHMENT PERMIT APPROVAL
(to be completed by City)

40-1

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. Simpson 9/12/95
- Public Utilities Electric BITTNER 9/11/95
- Planning _____
- Parks and Recreation Michael J. Hutchinson 9-11-95
- (other) _____
- (other) _____

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

Date 9/12/95 Wm Barry Paul
Public Works Director

Encroachment Permit No. E-1307

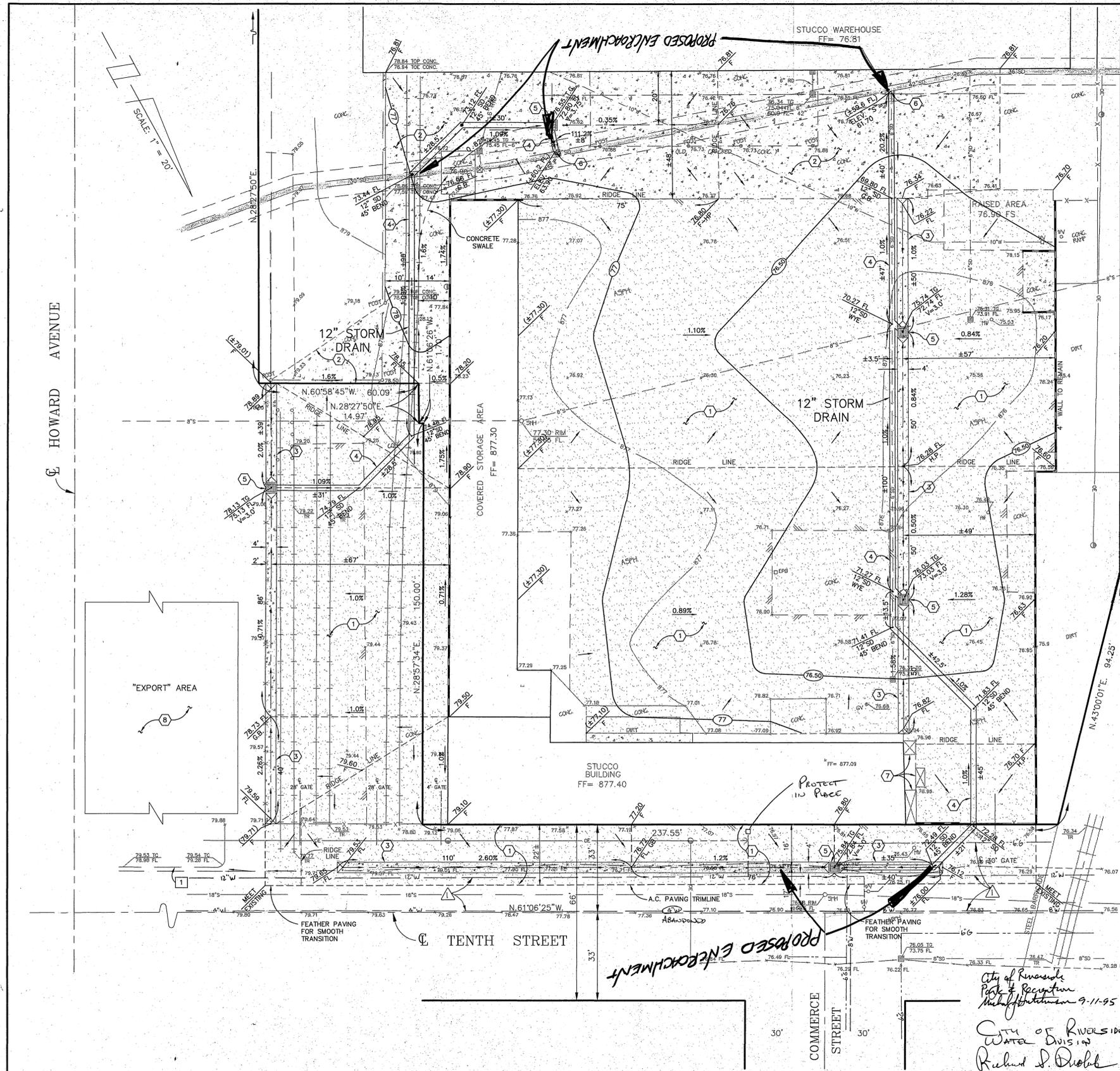
TERMS AND CONDITIONS

The following indicated terms and conditions apply to encroachment permit no. E-1307.

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 _____

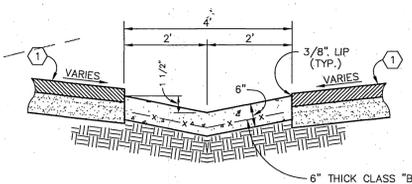


PAVING LEGEND

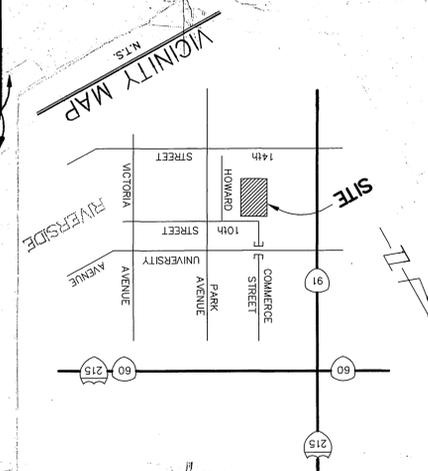
- CONCRETE PAVING
- A.C. PAVING

EARTHWORK QUANTITIES

(FOR PLAN CHECK FEE PURPOSES ONLY, IF REQUIRED)
 CUT = 1540 C.Y.
 FILL = 0 C.Y.



**DETAIL "A"
RIBBON GUTTER**
N.T.S.



GRADING NOTES

1. All grading shall conform to the Uniform Building Code, Chapter 70, as amended by Ordinance 457.
2. Maximum cut or fill slopes = 2:1.
3. During rough grading operations and prior to construction of permanent drainage structures, temporary drainage control should be provided to prevent ponding water and damage to adjacent properties.
4. No fill shall be placed on existing ground until the ground has been cleared of weeds, debris, topsoil, and other deleterious material.
5. If steep sloping terrain occurs upon which fill is to be placed, it must be cleared, keyed, and benched into firm natural soil for full support. Preparation shall be approved by a Registered Soils Engineer prior to placement of fill material.
6. Dust shall be controlled by watering or other approved methods.
7. All existing drainage courses on the project site must continue to function, especially during storm conditions. Protective measures and temporary drainage provisions must be used to protect adjoining properties during grading operations.
8. No obstruction of flood plains or natural water courses by landfills or buildings shall be permitted.
9. Location of substructures as shown on plans are from the best available information, however such locations as shown or failure to show existing structures shall not relieve the contractor from responsibility of verifying the location of and protecting all structures encountered.
10. It shall be the responsibility of the contractor to contact and make necessary arrangements with appropriate utility companies prior to the beginning of construction.
11. Significant quantities of export material are not expected. However, should any excess dirt be generated, the material is to be placed at the designated "export" area per the direction of the owner. Any material placed here shall be uniformly spread and compacted, so as to provide a suitable driving surface for truck trailer storage.

PAVING NOTES

1. MINIMUM PARKING LOT GRADE SHALL BE 1%.
2. MINIMUM GRADE FOR RIBBON GUTTER SHALL BE 0.35%.
3. AN APPROVED SOIL STERILIZER SHALL BE USED ON ALL SUBGRADE SURFACES PRIOR TO PLACEMENT OF PAVING.
4. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF ANY ASPHALT SURFACING AND SHALL BE APPLIED AT A RATE OF 0.05 GALLONS PER SQUARE YARD. ASPHALT EMULSION SHALL CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION AND COST OF ALL EXISTING UTILITIES.
6. IF NO PRELIMINARY SOILS REPORT IS PROVIDED SPECIFYING THE PAVING SECTION, THE STRUCTURAL SECTION SHALL BE THREE INCHES ASPHALT CONCRETE AND FOUR INCHES CLASS II AGGREGATE BASES.

CONSTRUCTION NOTES

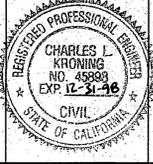
1. CONSTRUCT 3" A.C. OVER 9" CLASS II A.B., PER SOILS REPORT.
2. CONSTRUCT 7 1/2" CONCRETE PAVING (3,000 PSI) ON COMPACTED NATIVE SUBGRADE, PER SOILS ENGINEER.
3. CONSTRUCT CONCRETE RIBBON GUTTER PER DETAIL "A", THIS SHEET.
4. INSTALL 12" CORRUGATED H.D.P.E. STORM DRAIN PIPE (HANCOR HI-Q, ADS N-12, OR APPROVED EQUIVALENT).
5. INSTALL 36" X 36" CATCH BASIN WITH TRAFFIC GRATE PER BROOKS PRODUCTS, INC. DWG. NO. 3636, OR APPROVED EQUIVALENT. BOTTOM SHALL BE 6" THICK CAST-IN-PLACE CONCRETE W/ #4 BARS @ 12" O.C. EACH WAY.
6. CONSTRUCT JUNCTION STRUCTURE NO. 4 PER RIVERSIDE COUNTY FLOOD CONTROL STD. DWG. NO. JS229. (ELEV. "S" PER PLAN)
7. FILL EXISTING VAULTS WITH DIRT.
8. PLACE ANY EXCESS DIRT IN "EXPORT" AREA, PER OWNER'S DIRECTION (SEE GRADING NOTE 11 ABOVE).

UNDERGROUND UTILITY NOTES

1. Prior to construction, the contractor shall locate all utility crossings and connections and verify the location and elevation of all utilities affected. The engineer shall be notified of any discrepancies before construction begins.
2. Locations of substructures as shown on plans are shown from the best available information. However, such locations as shown on failure to show existing substructures shall not relieve the contractor from the responsibility of verifying the location and protecting all substructures.
3. It shall be the responsibility of the contractor to contact and make necessary arrangements with the appropriate utility companies prior to the beginning of construction.
4. Contractor shall notify underground service det at least two days prior to construction. Phone: 1-800-422-4133.

Underground Service Alert
 Call: TOLL FREE
 1 - 800
 422 - 4133
 TWO WORKING DAYS BEFORE YOU DIG

PRIVATE ENGINEERING NOTE
 CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR ALL SITE CONDITIONS ARISING DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



PREPARED UNDER THE DIRECTION OF:
Charles L. Krohnig
 REGISTERED CIVIL ENGINEER NO. 45998
 EXPIRATION DATE: 12-31-98 DATE: 8/9/95

J.F. DAVIDSON ASSOCIATES, INC.
 - CIVIL ENGINEERS - SURVEYORS - PLANNERS -
 3880 LEMON ST. 27249 JEFFERSON ST. 77-564 COUNTRY CLUB DR.
 RIVERSIDE, CA 92501 TEMECULA, CA 92590 PALM DESERT, CA 92260
 (951) 986-0844 (951) 926-7710 (919) 366-3790
 FAX 951-986-9854 FAX 919-699-1981 FAX 619-360-3789

SCALE: 1"=20'
 DATE: JUNE 1995
 BENCH MARK: PK NAIL AND CITY ENGINEER TAG IN CENTER OF NLY CANAL HEADWALL, ±110' NW OF INT. OF COMMERCE AND TENTH, 14' SE OF ELY RAIL. CITY B.M. NO. 17-J ELEVATION: 876.441

City of Riverside
 Park & Recreation
 Michael Johnson 9-11-95
 City of Riverside
 Water Division
 Richard J. Dioble 9-11-95
 City of Riverside
 Public Utilities Electric
 Ed Manning 9/11/95

DESIGNED BY: CLK
 DRAWN BY: SLC
 CHECKED BY: CLK

CITY OF RIVERSIDE, CALIFORNIA
 DEPARTMENT OF PUBLIC WORKS
 APPROVED BY: _____
 DATE: _____

IN THE CITY OF RIVERSIDE, CALIFORNIA
GRADING PLAN
 ROYAL CITRUS COMPANY
 3075 TENTH STREET
 FOR: ROYAL CITRUS

PROJECT NO.
 SHEET **2** OF **2**
 FILE NO.: 9413127

E-101