

**ENCROACHMENT PERMIT**  
( to be completed by applicant )

INLAND COIN PHONES, "Permittee," hereby requests permission to ~~construct and~~ maintain public pay telephone facilities at two location(s) encroaching in the public right-of-way as shown on the attached drawings. Upon issuance of this permit, Permittee agrees to comply with the terms and conditions noted in Ordinances 6277 and 6278, both adopted April 2, 1996, as well as the attached terms and conditions.

Dated \_\_\_\_\_ By Robert Kelley  
By \_\_\_\_\_

**ENCROACHMENT PERMIT APPROVAL**  
( to be completed by City )

A. 24.8

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 purposes above described.

Police Department A. Cano  
Planning Department Craig Aaron 8-23-96  
Public Utilities Dept. - Planning Ed Kotal 10-9-96  
Public Utilities Dept. - Engineering Bill Mainord 10-9-96  
Public Works Dept. - Engineering W. K. Kinsley 10/9/96  
Public Works Dept. - Inspection Jerry Stomoreaux  
Public Works Dept. - Traffic Engr. David 10-9-96

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

Dated Barry Bell 10/11/96  
Public Works Director

Attachments: Terms and Conditions

Encroachment Permit No. 1374

TERMS AND CONDITIONS

The following indicated terms and conditions apply to encroachment permit no. 1374.

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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10th Street

Orange Street

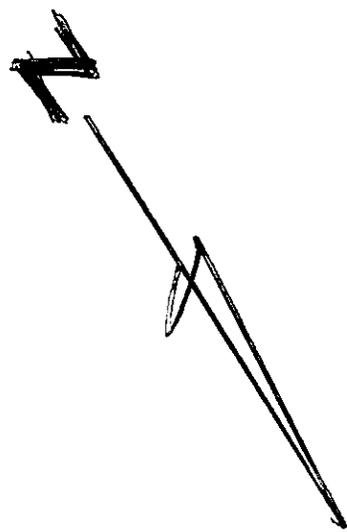
PHILLIPS BAIL BONDS  
3964 Orange St.

Parking  
Lot

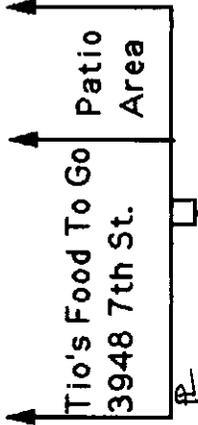
EXISTING

ENCROACHMENT

TO NINTH ST



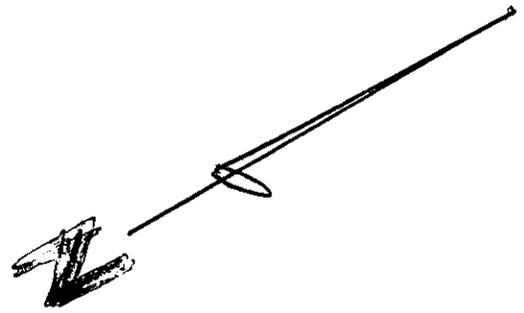
RTD Bus Line Terminal



EXISTING ENCROACHMENT

Seventh Street

TO MARKET ST.



Post-It Fax Note	7671	Date	# of pages 2
To	Ken Straut	From	K. Lediq
Co./Dept.		Co.	Inland Coin
Phone #		Phone #	Phone 1, 2, etc.
Fax #		Fax #	

**PAY PHONE LOCATIC**  
Number: \_\_\_\_\_

AGREEMENT, made this 18 day of July, 1994, by and between Pay Phone Investment Co. (hereinafter called "Operator") and Phillips Bail Bonds (hereinafter called "Customer") located at: 3964 Orange St in the City of Riverside Zip: 92601 Phone No.: 909-684-1511 Customers Name: Tony Jimenez

Customer, hereby grants for the term of this Agreement the exclusive rights to install and operate one or more coin-operated telephones for public use at the Customer's premises. Customer will provide full public access to the telephones' during Customer's normal business hours.

Customer is not liable for theft, vandalism or destruction of the pay phone equipment unless caused by the intentional and/or negligent acts of the Customer or its agents. Customer understands that the pay phone equipment, shall remain the property of the Operator or his assignees.

Operator will pay for all installation and wiring cost, all necessary equipment cost, all maintenance and service cost, and all phone bills related to the operation of the pay telephones on Customers Premises. Operator or its assignee will maintain and service the pay telephones for the term of this agreement.

This contract shall be in effect for a term of five years starting from the date of installation of the pay telephones'. No specific date for installation can be promised. This Agreement shall be subject to automatic renewal on the same terms and conditions unless canceled in writing by Customer or operator within sixty days prior to the date of expiration. Operator may assign this agreement in whole or in part to any person or company without restriction. In the event there is a change of ownership of the Customers business, the balance of the contract will inure (along with all monthly commissions) to the property owner.

Customer will receive 30 % percent of the "GROSS PROFITS" earned from each pay phone installed on Customers premises. This percentage (hereinafter called commissions) is paid to the Customer each month on or before the 30th day following receipt of the statement of line and usage charges. Commissions is to be paid (per-phone) on the Gross Profits which is defined as gross revenues less phone bill and direct operating cost. Commissions payment will be accompanied by a statement of telephone revenues for each pay phone.

This Agreement may be terminated (at anytime) by the Customer if:

- 1.) The Operator or its assignee: does not service and/or maintain the pay phones' in working order within a reasonable time;
- 2.) Fails to remit commissions payments to the Customer every month. Customer agrees to promptly notify the Operator in the event the pay phones' need repair, is vandalized or if the Customer failed to receive his commissions check.

Customer may also have the pay phones removed: if the pay phones become a problem to the operation of the Customers business. If the pay phones are removed do to this reason Customer agrees no other pay phones will be installed ( other than Operators ) for the term of this contract. If the Customer wishes to re-install pay phones. Customer agrees to contact the Operator for an installation date. If the Customer or the Operator takes legal action in the enforcement of this contract the prevailing parties shall be entitled to all legal expenses, attorney fees and equitable remedies to which the winning party may be entitled to.

In Addition: poss city property, either place in parking area or on building.

Customer admits that he/she has not entered into a payphone agreement for this location with any other pay phone company. Customer agrees not to sign a pay phone agreement with any other pay phone company for the term of this agreement, "Unless" the Operator fails to service the pay phones and/or pay the monthly commissions as agreed.

This Agreement constitutes the entire Agreement between the Customer and Operator, and no modifications or waivers shall be binding unless made in writing and signed by both parties and attached hereto.

X [Signature] 7/18/94  
Customer's Signature Date

[Signature] 7/18/94  
Operator's Signature Date

E-1374

MARTIN A. Sanchez hereby authorizes Inland Coin Phones, Inc.  
as the exclusive agent for the installation and  
maintenance of coin operated pay telephones. The terms of this agreement shall be  
binding from this 4 day of Sept, 1992, forward and shall remain  
in effect at least until the 4 day of Sept, 2002, after  
which it may be revoked in writing.

Pay Phone Numbers: \_\_\_\_\_  
\_\_\_\_\_

Under the terms of this agreement, we hereby authorize \_\_\_\_\_ to handle  
all matters pertaining to pay telephones, including the following:

- A. Requesting revenue verification.
- B. Ordering C.O.P.T. lines and service.
- C. Negotiating for the purchase of any on-site phone company equipment or accessories.
- D. Performing any other negotiations or actions necessary for the successful operation of the pay telephones.

This Letter of Agency may not be superseded by any other agreement without mutual  
agreements, in writing by the below signed parties.

This agreement renders null and void and supersedes any other vendor location or  
royalty agreement for these telephones.

This agreement shall apply to the following location:

Company TIO'S FEED TO GO  
Address 3948 SEVENTH ST  
RIVERSIDE CA 92507  
Telephone (714) 685-6861

REPRESENTATIVE  
Inland Coin Phones Inc.  
Local Representative Signature  
[Signature]  
Name (Print)  
Office Signature  
9/4/92  
Date

LOCATION  
MARTIN A. SANCHEZ  
SIGNATURE  
MARTIN A. SANCHEZ  
Name (Print)  
TIO'S FEED TO GO | OWNER  
Company Title  
Date Sept 4, 1992