ENCROACHMENT PERMIT

Thomas and Liane Bolles, the Owners of the property located at 10961 Finchley Avenue, in the City of Riverside, Assessors Parcel No. 142-061-017, hereby requests permission to construct and maintain the improvements within the <u>public utility</u> easement as shown on **EXHIBIT A** attached hereto.

Upon issuance of this permit, I agree to comply with the attached terms and conditions.

Date <u>6-4-97</u>		BY: VonBolle
Date		BY:
Applicants Address:	10961 Finchley Riverside Ca.	Phone: 353-0402
	ENCROACHMENT PE	RMIT APPROVAL
Issuance of this pern	nit shall not be constru	pproval of the Departments listed below. led as a waiver of any other applicable ermission to use the land for the purpose
Public Utilities W	ater - Brian Simpson	B. Semps 6/5/97
		John Serry 6-5-97
	ition - Bob Johnson	NA
Planning - David	Rivora LTF DELIVE	Jeff a. B. 6-5-9-
APPLICANT: Upon o Works Department fo	-	natures, return this permit to the Public
Date <u>6/9/97</u>	FINAL APPI	Barry Beck Public Works Director

Encroachment Permit No. 1397

PS7A E-1397

TERMS AND CONDITIONS

The following terms and conditions apply to Encroachment Permit No.

- 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 or 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 Public Works Director 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 any existing City or utility facilities.
- 8. Permitted acknowledges that existing city or utility facilities will require future maintenance, reconstruction, and revisions and that facilities may be added, any of which may result in removal or alteration of the permittee's improvements without reimbursement to the permittee.
- 9. 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.

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Special Departmental Conditions Attached:	NO

