

**ENCROACHMENT PERMIT**

CHARTER COMMUNICATIONS, hereby requests permission to construct and maintain the improvements within the public right of way of as shown on **EXHIBIT A** attached hereto.

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

Date Aug. 19/97

BY: [Signature]

Date \_\_\_\_\_

BY: \_\_\_\_\_

Applicants Address: CHARTER COMMUNICATIONS Phone: 688-9012  
6680 VIEW PARK CIRCLE  
RIVERSIDE CA

**ENCROACHMENT PERMIT APPROVAL**

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, and is only revocable permission to use the land for the purpose described.

- Public Utilities Water - Brian Simpson B. Simpson 8/18/97
- Public Utilities Electric - Bill Mainord B. Mainord 8-18-97
- ~~Legal Department~~ Parks and Recreation - Bob Johnson Robert A. James 8/18/97
- Planning - ~~Jeff Beller~~ BILL WILKMAN [Signature]

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

**FINAL APPROVAL**

Date 8/19/97

[Signature]  
Barry Beck Public Works Director

Encroachment Permit No. 1403

SPECIAL DEPARTMENTAL CONDITIONS:

10. LIABILITY AND INDEMNITY

Except as to the sole negligence or willful misconduct of the CITY, it's employees or agents, CHARTER COMMUNICATIONS shall indemnify and hold harmless the CITY and its officers, employees, affiliates, successors and assigns, against any and all losses, claims, demands, causes of action, damages, cost (including attorney's fees), or liabilities, in law or equity, of every kind and nature whatsoever, directly or proximately resulting from or caused by or claimed to result from or be caused by, whether active or passive, or in any way connected with: (I) the installation of, maintenance, existence, or use of equipment by CHARTER COMMUNICATIONS on, about or within the Site; or (ii) any interruption, discontinuance, or interference with CHARTER COMMUNICATIONS service to any of its subscribers or customers occasioned or claimed to have been occasioned by any action of the CITY pursuant to or consistent with this permit, notwithstanding the circumstances that the CITY may be alleged or determined to have been contributorily, concurrently, jointly, independently or solely negligent; and CHARTER COMMUNICATIONS shall, upon demand and at its own sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted by third persons against the CITY or its officers, employees, affiliates, subsidiaries, successors or assigns, on any claim, demand or cause of action with the scope of the foregoing indemnity; and shall pay and satisfy any judgment or decree which may be rendered against it or its officers, employees, affiliates, subsidiaries, successors or assigns, in any such suit, action, or other legal proceeding and shall reimburse the CITY for any and all reasonable legal expenses, including attorney's fees incurred in connection therewith.

EXHIBIT A

PERMITTEE WISHES TO PLACE FACILITIES WITHIN THE ABANDONED WATER LINE  
IN NINTH STREET BETWEEN COMMERCE STREET AND SANTA FE AVENUE AS  
SHOWN ~~(BELOW)~~ (ON THE ATTACHED PLAN).

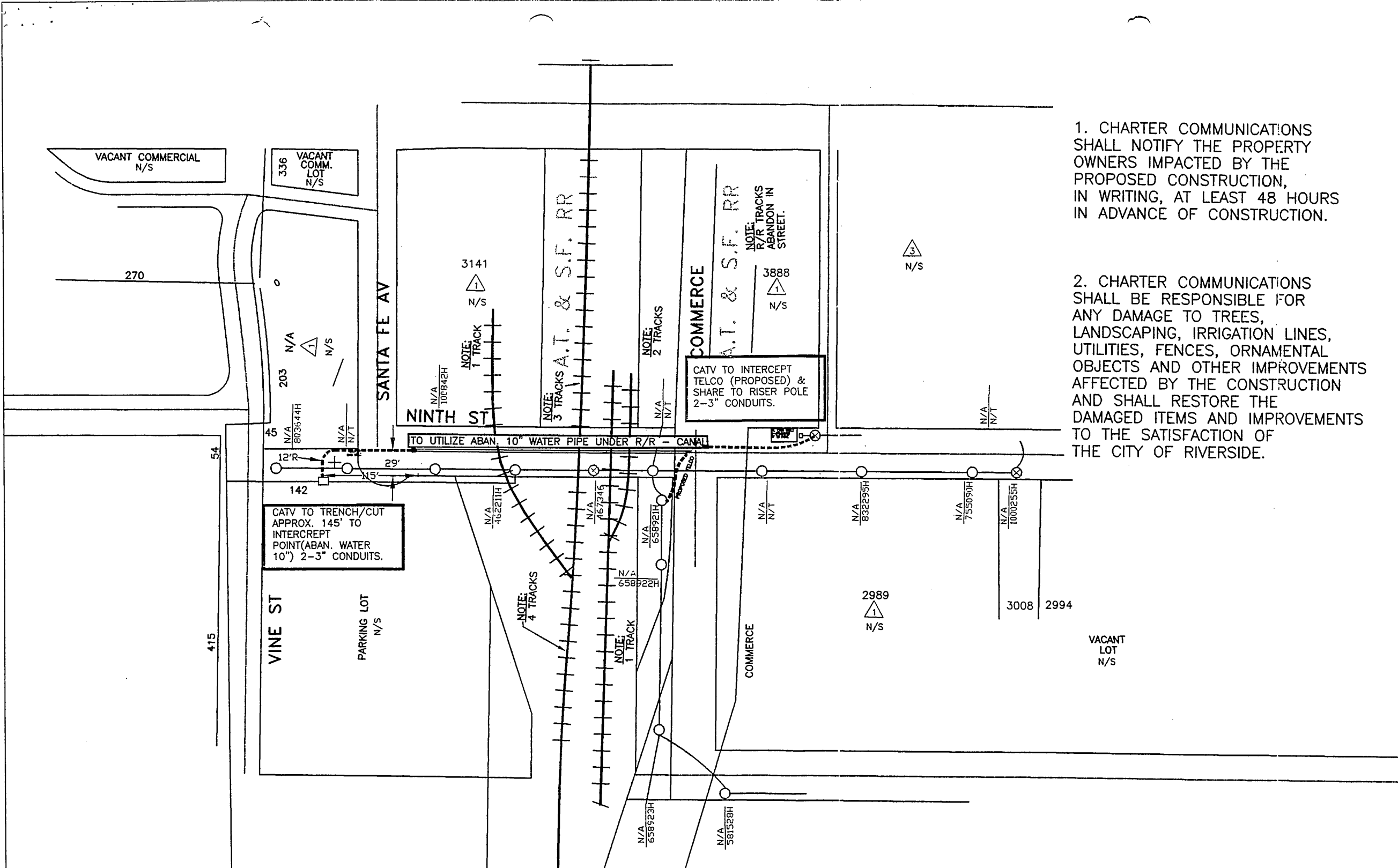
Encroachment Permit No. 1403.

## TERMS AND CONDITIONS

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 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. Permittee 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.

Special Departmental Conditions Attached: YES

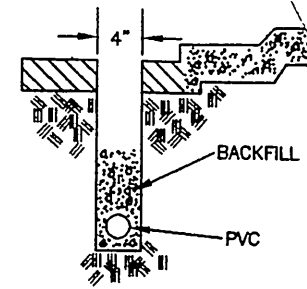
Encroachment Permit No. 1403



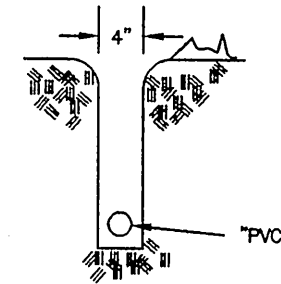
1. CHARTER COMMUNICATIONS SHALL NOTIFY THE PROPERTY OWNERS IMPACTED BY THE PROPOSED CONSTRUCTION, IN WRITING, AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION.

2. CHARTER COMMUNICATIONS SHALL BE RESPONSIBLE FOR ANY DAMAGE TO TREES, LANDSCAPING, IRRIGATION LINES, UTILITIES, FENCES, ORNAMENTAL OBJECTS AND OTHER IMPROVEMENTS AFFECTED BY THE CONSTRUCTION AND SHALL RESTORE THE DAMAGED ITEMS AND IMPROVEMENTS TO THE SATISFACTION OF THE CITY OF RIVERSIDE.

TYPICAL SECTION

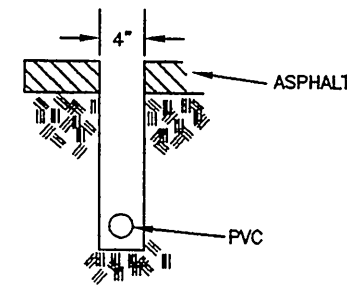


DIRT TRENCH



DIRT TRENCH TO HAVE MIN. " COVER WITH NATIVE SOIL BACKFILL AND 90% COMPACTION

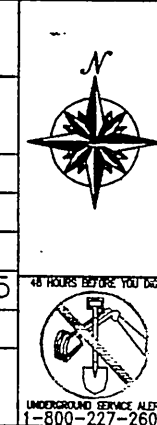
ASPHALT CUT



ASPHALT TRENCHING WILL HAVE MIN. " COVER WITH A 1 SACK SLURRY BACKFILL AND A HOT ASPHALT CAP. NO TRENCH WILL BE LEFT OPEN AT END OF DAY. ALL TRENCHING WILL COMPLY WITH CITY/COUNTY STANDARDS.

DRAWN BY:

MATERIALS	QTY.	QTY.	TRENCH NOTES	GENERAL INFORMATION
"CONDUIT		T.V. PED	STREET CUT	CONTACT: CONSTRUCTION SUPERVISOR STUART KING 909-688-9012
"SWEEPS		.500 JACKETED FL.	BORE	
"COUPLERS		.750 JACKETED FL.	SOIL TRENCH	
"CONDUIT		FG-6U FLOODED	R & R CONCRETE	USA #
"SWEEPS		RG-6 FITTINGS	POT HOLE A.C.	ELECTRICAL #
"COUPLERS		F-81 FITTINGS	POT HOLE SOIL	CITY: RIVERSIDE
VAULT W/LID		.500 CONN. .750 SP.	BORE DRWY.	T.B. COOR.645/H5
CONCRETE VAULT W/LID		.500 S.P. 9" CONN.	R & R A.C.	DATE:07/24/97
SPLICE VAULT		.750 CONN. SP. BLOCK	TOTAL	SCALE: N.T.S
				JOB ADDRESS: 9TH STREET



**CHARTER COMMUNICATIONS**  
 6680 View Park Court • Riverside, CA 92503  
 (909) 688-9012 • FAX (909) 688-3329

TITLE:  
 PERMIT DRAWING: **E-1403**