

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

COX COMMUNICATION PCS, L.P., "Permittee," hereby requests permission to construct and maintain wireless communications facilities and to conduct soil borings for preliminary geotechnical foundation investigations at one location encroaching in the public right-of-way as shown on the attached drawings. Upon issuance of this permit, Permittee agrees to comply with the attached terms and conditions.

Dated 6-24-99

COX COMMUNICATIONS PCS, L.P.

By Tony Flynn

Title Construction Manager

**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 purposes above described.

Property Services

Kathie Head

[Signature]

Public Utilities Water

Brian Simpson

B. Simpson 4/1/99

Public Utilities Electric

Bill Mainord

[Signature] 4/1/99

Park and Recreation

Erny Nielsen

[Signature] 4/5/99

Planning

Jeff Belier

[Signature] 6/21/99

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

Dated 6-21-99

R. Mc Bratt

Public Works Director

Attachments: Terms and Conditions  
COX COMMUNICATION Drawings (as described above)

Encroachment Permit No. 1434

## TERMS AND CONDITIONS

The following terms and conditions apply to encroachment permit number \_\_\_\_\_

1. Permittee acknowledges that the areas of encroachment ("the areas") are owned or controlled by the City of Riverside.
2. Permittee acknowledges that the areas could at any time be needed for a proposed or planned public improvement and the City may require Permittee to relocate Permittee's facilities at Permittee's expense. Permittee shall within the time prescribed by the City, remove and relocate all improvements necessary for the planned public improvement. If Permittee fails to abide by the relocation request of the City, the City shall have the right to remove Permittee's facilities without reimbursement to Permittee. The cost of such removal shall constitute a debt owed to the City and shall be paid by Permittee to the City.

Whenever the City causes the grading, widening, or other City improvement of the areas occupied by Permittee, and such grading, widening, or other City improvement requires the relocation of Permittee's then-existing facilities within the areas, the City shall:

Provide Permittee, within a reasonable time prior to the commencement of such grading or widening, written notice requesting such relocation; and

Provide Permittee with copies of any available plans and specifications for such grading or widening.

After receipt of such notice, plans and specifications, and pursuant to said terms and conditions contained in said Master Communications Site License Agreement, Permittee shall relocate such facilities which are in conflict with City construction and such relocation shall be at no cost 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 Permittee is in default of the terms of this permit, that finding shall be cause for revocation.
5. Permittee shall 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 areas. Permittee also waives and releases any and all claims against the City of Riverside and its officers and employees for future losses, expenses, lost revenues and incidental and consequential damages suffered by Permittee as a result of the City's negligently damaging Permittee's installation, except for the reasonable cost of repair.
6. Before commencing any construction on City controlled property, Permittee shall

obtain a Construction Permit or Street Opening Permit from the City Public Works Department. The Permittee's contractor shall conduct construction activities in the areas as directed by the City's Construction Inspector. Particular attention shall be made to restoration of surfaces with similar materials where construction and/or investigations result in damage to public improvements. Restoration of the parkway to previously existing conditions must also be adhered to.

7. Permittee shall insure that construction of Permittee's improvements will not interfere in any way with existing City or utility facilities. The existing City facilities will require future maintenance, reconstruction and revisions and facilities may be added, any of which may result in removal or alteration of Permittee's improvements without reimbursement to the Permittee.

8. Prior to construction, Permittee shall contact Underground Service Alert to field locate existing utility lines. Any conflicts discovered will suspend the further work at the affected site until acceptable revisions are made.

9. At the end of construction, Permittee shall furnish a complete set of as-built plans that, in addition to showing usual construction details, shall also adequately show the horizontal and vertical location of Permittee's installations and appurtenances.

11. Permittee agrees to maintain a minimum of 4.00' clearance on existing sidewalks at each location to permit unobstructed pedestrian traffic.

Dated \_\_\_\_\_

COX COMMUNICATION PCS, L.P.

By \_\_\_\_\_

Title \_\_\_\_\_

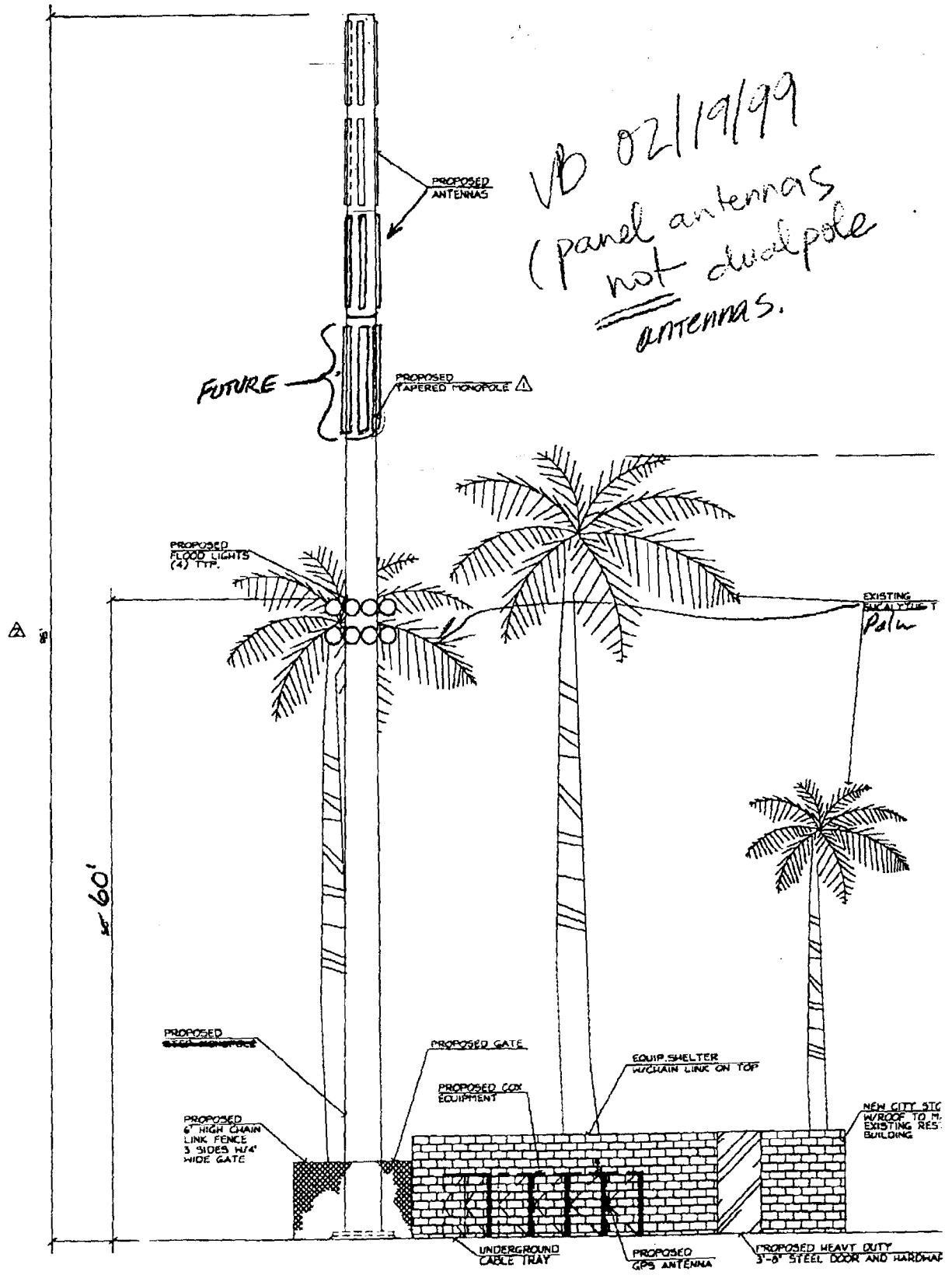








VB 02/19/99  
(panel antennas  
not dual pole  
antennas.)



△ ELEVATION  
SCALE: 1" = 5'

E-1434-8



87311' EAST, A DISTANCE OF 347.60 FEET, ( RECORDED AS NORTH 87°11'40" EAST, 347.60 FEET, AS SHOWN ON SMO TRACT MAP) SMO POINT BEING THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 1872.00 FEET)

THENCE ALONG SMO SOUTHERLY RIGHT OF WAY OF SMO CURVE, 61.32 FEET THROUGH A CENTRAL ANGLE OF 07°53'36" TO THE TRUE POINT OF BEGINNING

THENCE DEPARTING SMO RIGHT OF WAY NORTH 01°18'40" EAST, A DISTANCE OF 4.99 FEET WITH A RADIAL LINE AT DEPARTING POINT BEING SOUTH 02°30'41" EAST;

THENCE SOUTH 08°54'47" EAST, A DISTANCE OF 23.00 FEET;

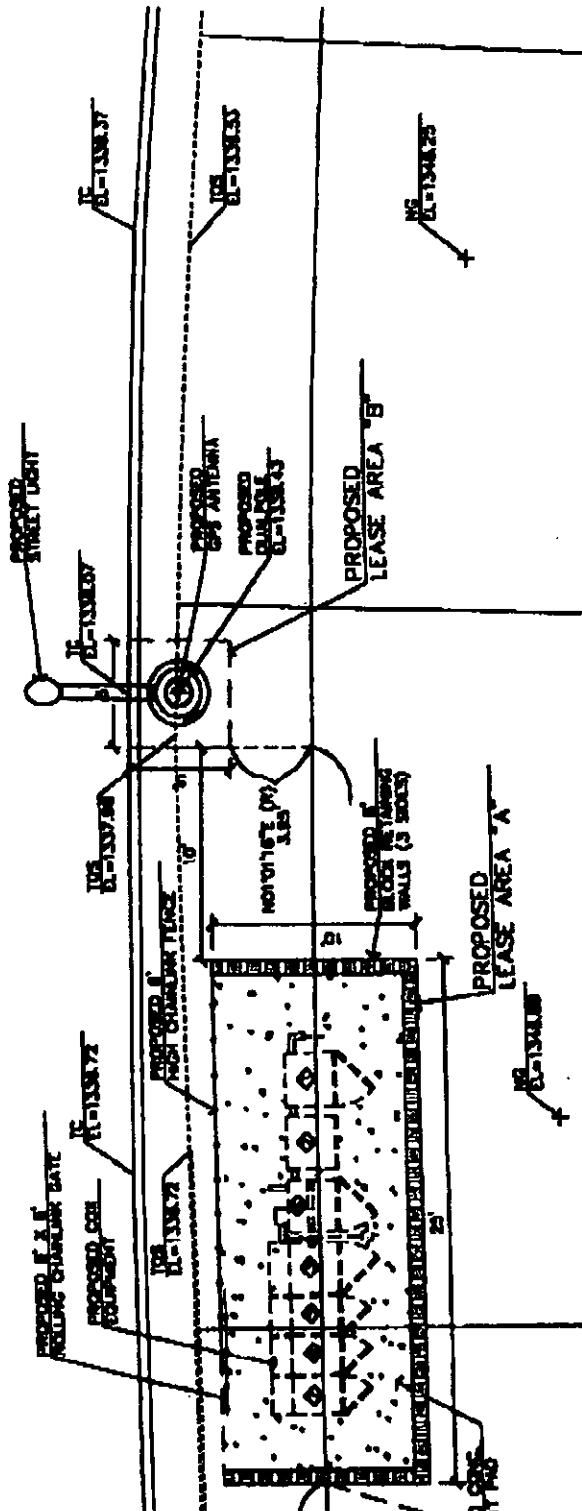
THENCE SOUTH 01°18'40" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 01°18'40" WEST, A DISTANCE OF 23.00 FEET;

THENCE NORTH 01°18'40" EAST, A DISTANCE OF 3.01 FEET TO THE POINT OF BEGINNING;

SMO PARCEL CONTAINS 252.04 SQUARE FEET.

BOX SPRINGS BOULEVARD SYCAMORE CANYON BLVD.



DETAIL - LEASE AREAS  
SCALE: 1" = 3'

E-1434

DATE 11-30-98  
DRAWN JLB  
CHECKED D.M.  
JOB NO. 31030000  
JOB 201  
LAND USE PLAN SHEET

LAND USE PLAN  
BOX SPRINGS  
RI-003-1B  
Vacant APN: 253-250-009  
Sycamore Canyon Blvd/  
Riverside City Limit, CA



P-2  
2 OF 2 SHEETS

LAST UPDATED 01-12-1998  
LAST PLOTTED 01-12-1998

E-1434

