

ENCROACHMENT PERMIT

MODGLIN FOUNDATION, the Owners of the property located at 6590 BOX SPRINGS BLVD. in the City of Riverside, Assessors Parcel No. 291-420-022 hereby requests permission to construct and maintain a **3" PVC Conduit/Private Communications Duct** within the public right of way of Box Springs Blvd. as shown on **EXHIBIT A** attached hereto.

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

Date 5-15-01

BY: *Orlando L. Modglin*

Date _____

BY: _____

Applicants Address: MODGLIN FOUNDATION PHONE (714) 968-1938
6590 Box Springs Blvd.
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 N/A

Public Utilities Electric - Pat Hohl *P. Hohl* 4-25-01

Parks and Recreation - Terry Nielsen _____

Planning - Jeff Belier *Jeff A. Belier*

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

FINAL APPROVAL

Date 4-26-2001

Richard McGrath
Richard McGrath, Public Works Director

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. 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.

Special Departmental Conditions Attached: YES

SPECIAL DEPARTMENTAL CONDITIONS

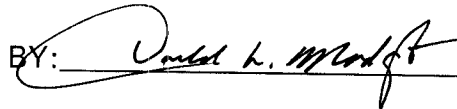
PUBLIC WORKS:

Permittee acknowledges that the proposed encroachment of a private communication duct may not be shown as a public utility and therefor may not be marked under existing Underground Service Alert guidelines. Permittee further acknowledges that the City will continue to issue Street Opening Permits for the installation of other facilities and that the issuance of these permits may result in accidental damage to permittee's facilities.

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 any accidental damage caused to Permittee's facilities by any future construction, and/or maintenance done by the City, its agents, officers, and assigns, or as a result of the City's issuance of Street Opening Permits in the described area.

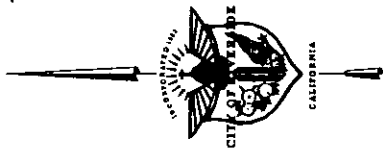
Acknowledgment of Special Conditions:

DATE 5-15-01

BY: 

PHONE (714) 968-1938

TITLE: President

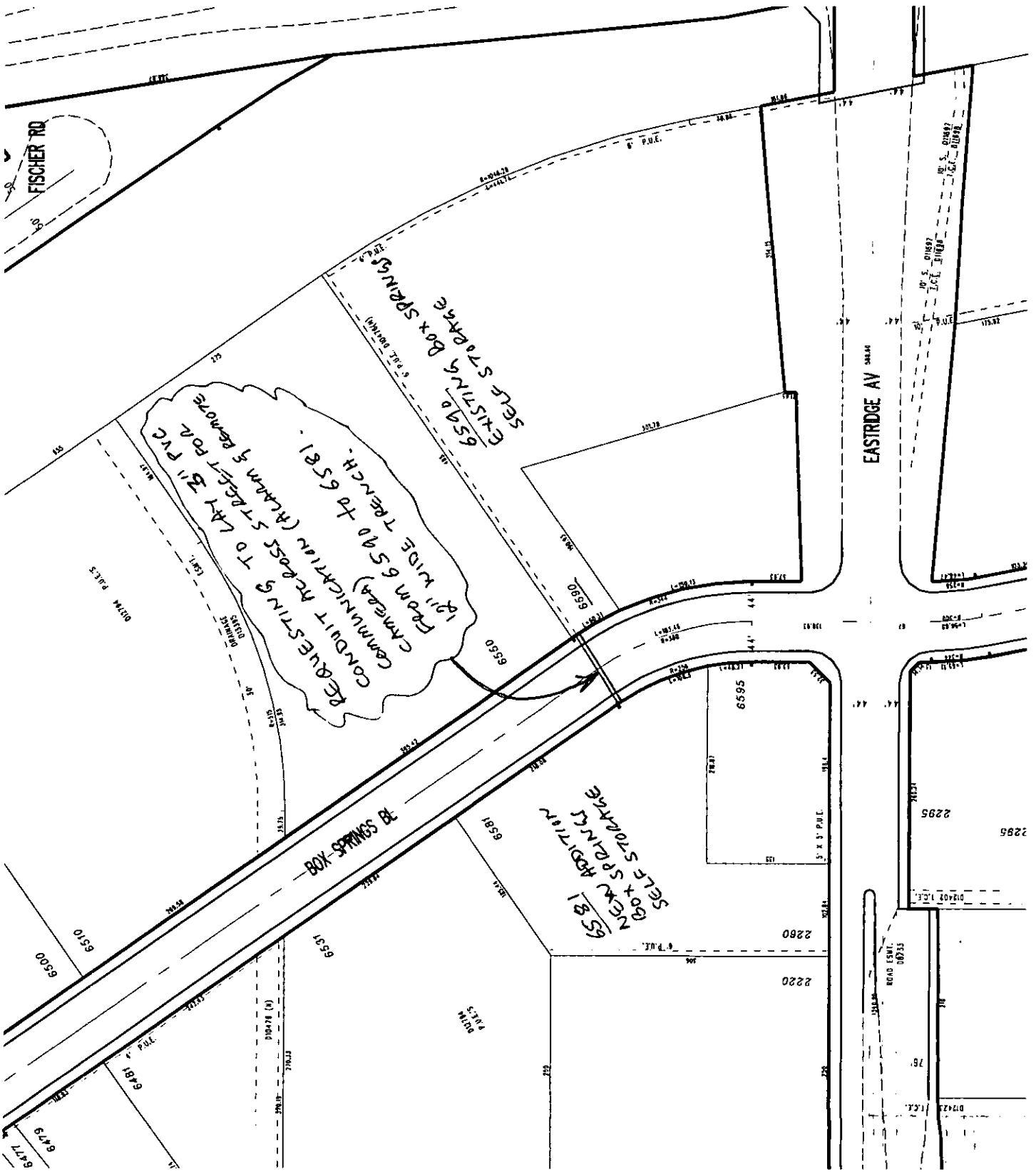


1 inch = 150 feet

Symbology

- Curb face
- Edge of Pavement
- Unpaved Roadway
- Edge of Pavement / Berm
- ROW Line
- Parcel Line
- Assessor Parcel Line
- Project Limits Boundary
- Street Centerline
- Private Street Centerline
- Proposed Street Centerline
- Easement Line
- Restricted Access
- Easement Line

Map Produced on:
 March 29, 2001
 Map No. 104
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 Planning - LKH/BJK



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