

When recorded mail to:

Surveyor's Office  
Public Works Department  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

**DOC # 2001-367479**

08/03/2001 08:00A Fee:NC

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



**FREE RECORDING**

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee (Government Code §6103)

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Project: Linden & Iowa Storm Drain  
A.P.N. 250-180-005



# ENCROACHMENT PERMIT

This Encroachment Permit is being recorded on the Real Property described in **EXHIBIT "B"** attached hereto and incorporated herein by this reference for the purpose of giving notice to all future property owners of the Terms and Conditions of this Encroachment Permit issued by the City of Riverside, including the requirement of Landscape Maintenance pursuant to the City requirements as referenced therein.

## ENCROACHMENT PERMIT

GRANDMARC RIVERSIDE L.P., a Delaware limited partnership, the Lessee of the property located at 3549 Iowa Avenue in the City of Riverside, Assessors Parcel No. 250-180-005 hereby requests permission to construct and maintain landscaping, irrigation facilities and recreation facilities within the public right of way of a storm drain easement as shown on **EXHIBIT "A"** attached hereto and incorporated herein by this reference, subject to the terms and conditions contained herein.

### TERMS AND CONDITIONS

1. Permittee acknowledges that an easement for flood control purposes over the area of encroachment ("Encroachment Area") as depicted on Exhibit "A", attached hereto and incorporated herein by this reference, is owned or controlled by the City of Riverside. The Encroachment Area consists of Parcel 1 ("Storm Drain Encroachment") and Parcel 2 ("Detention Basin") as depicted on Exhibit "A".
2. Permittee acknowledges that the Encroachment Area could be needed for a proposed or planned public improvement and the City may revoke this permit at any time. Upon written notice to Permittee of City's request for revocation and request for removal of Permittee's improvements, the Permittee shall, within the time reasonably prescribed by the City, remove all improvements placed, constructed or maintained. If the Permittee fails to abide by the removal request 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 and/or disposal of Permittee's improvements shall be paid by the Permittee to the City and shall constitute a default of these Terms and Conditions and shall thereby constitute a debt owed to the City. Except in an emergency as solely determined by City, the City shall give Permittee at least thirty (30) days prior written notice of the City's requirement for removal of Permittee's improvements from the Encroachment Area. After removal of improvements, Permittee may replace any improvements in accordance with approved plans with the written consent of the City Public Works Director.
3. Permittee hereby agrees to waive any right of claim, loss, damage or action against the City resulting from revocation or termination of this permit, or from removal of improvements or any other action of the City, its officers, agents or employees taken in accordance with the Terms and Conditions herein.
4. If the Public Works Director of the City of Riverside finds that the Permittee is in default of any of the terms and conditions of this permit, that shall be sufficient cause for revocation of this Encroachment Permit. Except in the case of an emergency as determined by City, the City will give thirty (30) days written notice to Permittee of its intent to revoke this Encroachment Permit.
5. Permittee herewith agrees to defend and hold harmless the City of Riverside, its officers, agents, or employees from and against all claims, demands, costs, losses, damages, injuries, actions for damages and/or injuries, and liability in connection with this Encroachment Permit for the construction, maintenance, and use within the Encroachment Area by Permittee or its agents, tenants, guests or invitees.

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6. Prior to any construction taking place on City controlled property or the Encroachment Area, 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/or revisions; and that facilities may be added by the City, any of which may result in removal or alteration of the Permittee's improvements without any reimbursement to the Permittee.
9. Prior to construction in the Encroachment Area, Permittee shall contact Underground Service Alert to field locate existing utility lines. Any conflicts between existing utility lines and proposed construction which are discovered will void the permit until acceptable revisions to the construction plans are made.
10. Within the Detention Basin Area, any recreation facilities constructed with the approval of the City Public Works Department shall be constructed of non-floatable materials at locations that will not interfere with or impede the flow of drainage waters within said Encroachment Area.
11. Permittee is required to maintain the landscaping, irrigation and recreational facilities in accordance with all City land use approvals, including but not limited to the requirements of Design Review Case DR-042-989 (REVISED), Zoning Case CU-038-989 and the Riverside Municipal Code.
12. In the event of a rain storm, City agrees to remove silt and debris that may build up on the Detention Basin area after a storm event as determined by the City and within a reasonable period of time.

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

Date 7-24-01

GRANDMARC RIVERSIDE L.P., a Delaware limited partnership

By: GrandMarc G.P. II, Inc., a Texas corporation  
Its general partner

By *[Signature]*  
Title President

APPROVED AS TO FORM  
*[Signature]*  
ASST. CITY ATTORNEY

By *[Signature]*  
Title *[Signature]*



**GENERAL ACKNOWLEDGEMENT**

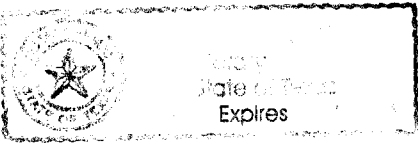
State of Texas

County of Dallas } ss

On July 24, 2001, before me J. B. Sally Rush  
(date) (name)

a Notary Public in and for said State, personally appeared  
J. Blake Poague  
Name(s) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

J. B. Sally Rush  
Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

- ( ) Attorney-in-fact
- (X) Corporate Officer(s)  
Title President
- ( ) Guardian/Conservator
- ( ) Individual(s)
- ( ) Trustee(s)
- ( ) Other
- ( ) Partner(s)  
( ) General  
( ) Limited

The party(ies) executing this document is/are representing:

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

Applicants Address: 1007 Town Lake Hills East, Suite 1400, Woodstock, GA. 30189  
Phone: 678-445-1515 – Paul Morgan

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**ENCROACHMENT PERMIT APPROVAL**

This permit shall become effective upon the approval of the Departments listed below and recordation of this Encroachment Permit. 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 purposes described.

Planning - Craig Aaron

Craig Aaron

**FINAL PERMIT APPROVAL**

Dated July 30, 2001

City of Riverside, a municipal corporation of the State of California

By Richard McGrath  
Richard McGrath, Public Works Director

**GENERAL ACKNOWLEDGEMENT**

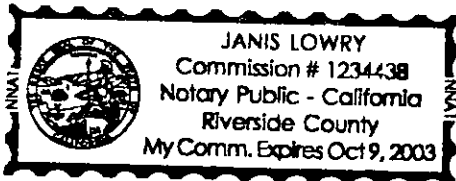
State of California  
County of Riverside }<sup>ss</sup>

On July 30, 2001, before me Janis Lowry  
(date) (name)

a Notary Public in and for said State, personally appeared  
RICHARD MCGRATH, PUBLIC WORKS DIRECTOR  
Name(s) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Janis Lowry  
Signature

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

- ( ) Attorney-in-fact
- ( ) Corporate Officer(s)  
Title \_\_\_\_\_  
Title \_\_\_\_\_
- ( ) Guardian/Conservator
- ( ) Individual(s)
- ( ) Trustee(s)
- ( ) Other
- ( ) Partner(s)  
( ) General  
( ) Limited

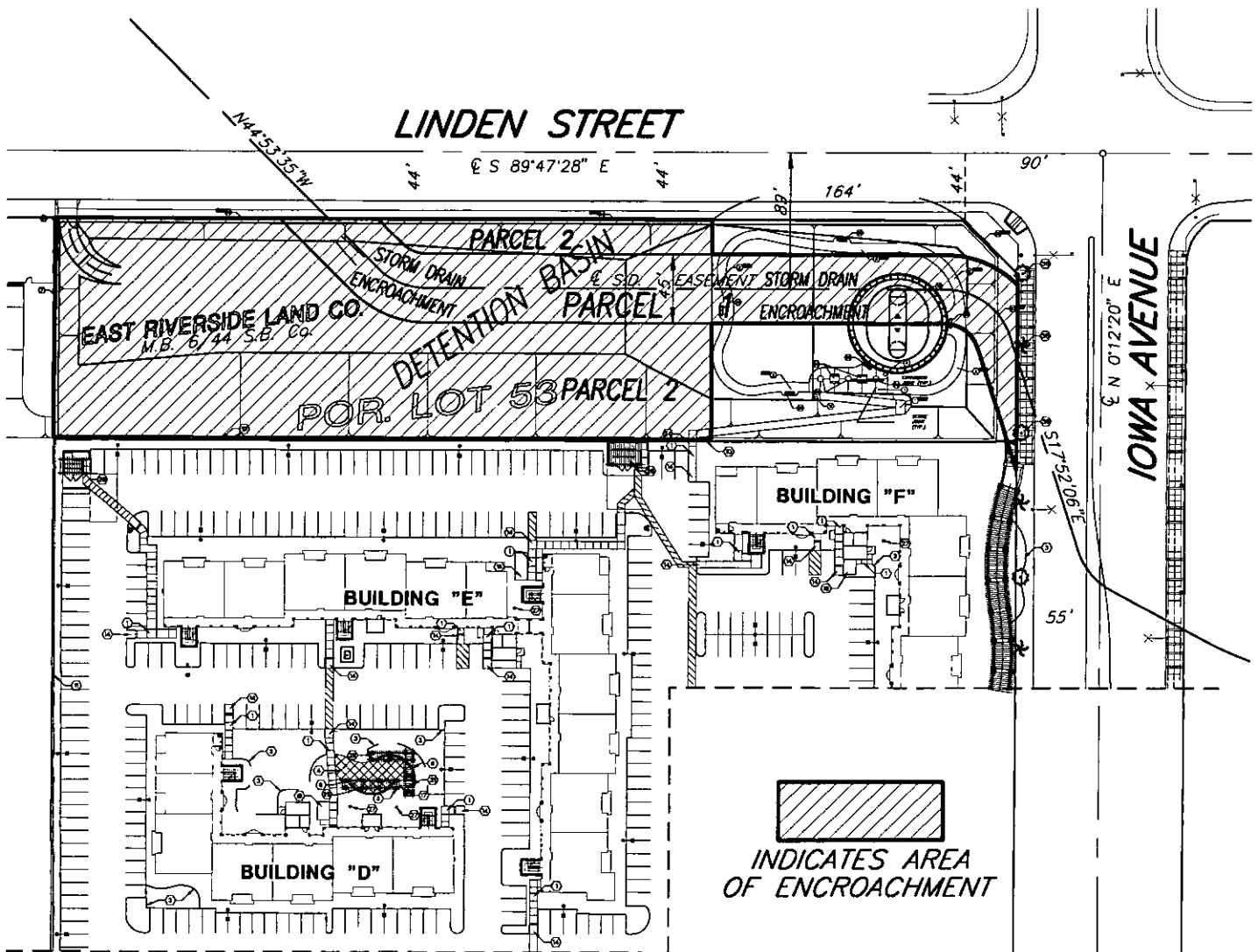
The party(ies) executing this document is/are representing:

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

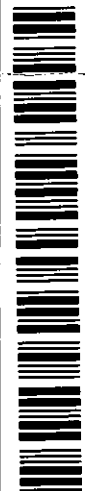
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# EXHIBIT "A"



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 68/63/2881.68.68R  
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DESCRIPTION	SUPPLIER	DETAIL
1 METAL 1" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
2 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
3 METAL CONCRETE WITH CURB	SEE DETAIL	DETAIL 12-1 SHEET 12-1
4 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
5 METAL POOL SECONDARY FOR ARCHITECT'S PLAN	SEE ARCHITECT'S PLANS	-
6 METAL POOL/SPA	WESPA POOLS (714) 942-1111	SEE ARCHITECT'S PLANS
7 METAL RETAINING WALL	SEE ARCHITECT'S PLANS	-
8 METAL 1" SELF WALL	SEE ARCHITECT'S PLANS	DETAIL 22 SHEET 11-10
9 METAL 8" CHAIN BLOCK WALL	SEE ARCHITECT'S PLANS	DETAIL 22 SHEET 11-11
10 METAL TUBULAR STEEL FINISH	SEE ARCHITECT'S PLANS	DETAIL 22 SHEET 11-12
11 METAL BLOCK WALL	SEE ARCHITECT'S PLANS	DETAIL 22 SHEET 11-13
12 METAL TUBULAR	SEE ARCHITECT'S PLANS	DETAIL 22 SHEET 11-14
13 METAL ENTRY BOX	SEE ARCHITECT'S PLANS	DETAIL 22 SHEET 11-15
14 METAL HANDICAP RAMP FOR CIVIL PLANS	SEE CIVIL PLANS	-
15 METAL HANDICAP COURT	SEE CIVIL PLANS	-
16 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
17 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
18 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
19 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
20 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
21 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1

DESCRIPTION	SUPPLIER	DETAIL
22 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
23 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
24 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
25 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
26 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
27 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
28 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
29 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
30 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
31 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
32 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
33 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
34 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
35 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
36 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
37 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
38 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
39 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
40 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
41 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
42 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
43 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1
44 METAL 2" x 4" x 8" METAL GYPSUM CONCRETE WITH WOODEN BRUSH FINISH	SEE DETAIL	DETAIL 12-1 SHEET 12-1

NOTE: METAL POOL REGULATORS SHOWN FOR ARCHITECTURAL PLANS

SHEET 1 OF 1

## • CITY OF RIVERSIDE, CALIFORNIA •

4/1/22

SCALE: N.T.S.

DRAWN BY: Kgs DATE: 7/12/01

SUBJECT: GRANDMARC ENCROACHMENT PERMIT

E-1498

EXHIBIT "B"

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Lot 53 of East Riverside Land Co. subdivision of Section 19, Township 2 South, Range 4 West, San Bernardino Meridian, as shown by map on file in Book 6, Page 44 of Maps, records of San Bernardino County, California, described as follows:

COMMENCING at the intersection of the centerline of Iowa Avenue with the centerline of Linden Street as shown by map of Tract No. 21907, on file in Book 171, Pages 19 through 21 of Maps, records of Riverside County, California;

THENCE North 89°47'28" West, along said centerline of Linden Street, a distance of 90.00 feet;

THENCE South 0°12'32" West, at right angle to said centerline of Linden Street, a distance of 44.00 feet to a point in line which is parallel with and distant 44.00 feet southerly, as measured at right angles, from said centerline of Linden Street and the POINT OF BEGINNING of the parcel of land being described; said parallel line also being the southerly line of Linden Street as described in document recorded November 24, 1999, as Document No. 1999-518325 of Official Records of said Riverside County; said point is hereinafter referred to as *POINT "A"*;

THENCE North 89°47'28" West, along said parallel line, a distance of 592.36 feet to the westerly line of said Lot 53;

THENCE South 0°15'35" West, along said westerly line, a distance of 143.20 feet;

THENCE South 89°44'24" East, a distance of 621.35 feet;

THENCE South 17°52'06" East, a distance of 19.83 feet to a line which is parallel with and distant 55.00 feet westerly, as measured at right angles, from said centerline of Iowa Avenue; said parallel line also being the westerly line of Iowa Avenue as described in said document recorded November 24, 1999;

THENCE North 0°12'20" West, along said westerly line of Iowa Avenue, a distance of 127.60 feet to an angle point in the westerly line of said Iowa Avenue as described in said document recorded November 24, 1999;

THENCE North 44°47'34" West, a distance of 49.50 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM that portion of said Lot 53, lying easterly and northerly of the following described line:

COMMENCING at POINT "A" described hereinabove;

THENCE North 89°47'28" West, along said southerly line of Linden Street, a distance of

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164.00 feet to the POINT OF BEGINNING of this line description;

THENCE South 0°15'36" West, at right angle to said southerly line of Linden Street, a distance of 22.50 feet to the northerly line of PARCEL 1 of that certain parcel of land described in Easement document recorded December 15, 2000, per Document No. 2000-499900 of Official Records of said Riverside County;

THENCE easterly along said northerly line of PARCEL 1, in all its various courses, to said westerly line of Iowa Avenue and the END of this line description;

ALSO EXCEPTING THEREFROM that portion of said Lot 53, lying easterly and southerly of the following described line:

COMMENCING at POINT "A" described hereinabove;


THENCE North 89°47'28" West, along said southerly line of Linden Street, a distance of 164.00 feet;

THENCE South 0°15'36" West, at right angle to said southerly line of Linden Street, a distance of 143.58 feet to the southerly line of PARCEL 2 of that certain parcel of land described in said Easement document recorded December 15, 2000, and the POINT OF BEGINNING of this line description;

THENCE North 0°15'36" East, a distance of 76.08 feet to the southerly line of PARCEL 1 of that certain parcel of land described in said Easement document recorded December 15, 2000;

THENCE easterly along said southerly line of PARCEL 1, in all its various courses, to said westerly line of Iowa Avenue and the END of this line description.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 7/16/01 Date Prep. Kop  
Mark S. Brown, L.S. 5655  
License Expires 9/30/03



GRANDMARC EXHIBIT B ENCH PERMIT.DOC



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