

**ENCROACHMENT PERMIT**

Tim and Leslie Burgess, the Owners/Lessee of the property located at 3660 Mission Inn Avenue in the City of Riverside, Assessors Parcel No. 213-271-001 hereby requests permission to construct and maintain an AWNING overhanging the public right of way of Mission Inn Avenue as shown on the **EXHIBITS** attached hereto.

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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

Applicants Address:  
Tim and Leslie Burgess  
3660 Mission Inn Blvd  
Riverside, CA.  
909-237-6754

Applicants Representative:  
Van Nuys Awning  
5661 Sepulveda Blvd  
Van Nuys, CA. 91411  
819-782-8607

**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.

<input type="checkbox"/> Public Utilities Water - Brian Simpson	<u>B. Simpson</u> 9/25/02
<input type="checkbox"/> Public Utilities Electric - Pat Hohl	<u>P. Hohl</u> 9-25-02
<del><input type="checkbox"/> Parks and Recreation - Terry Nielson</del>	<del>_____</del>
<input type="checkbox"/> Planning - Jeff Belier	<u>Jeff Belier</u> 9/30/02

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

**FINAL APPROVAL**

Date 9/30/02

Thomas Boyd  
Thomas Boyd, Interim 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. 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. It shall be Permittee's responsibility to determine the location and required clearances from all public and private utility, sewer and drainage facilities prior to drilling and shall only drill in compliance with such clearance requirements.

**NOTE: SEWER AND STORM DRAIN FACILITIES ARE NOT MARKED AS PART OF THE DIG ALERT PROGRAM. IT IS THE RESPONSIBILITY OF THE APPLICANT TO DETERMINE THE ACTUAL LOCATION OF THESE FACILITIES.**

**Special Departmental Conditions Attached: \_\_\_\_\_**

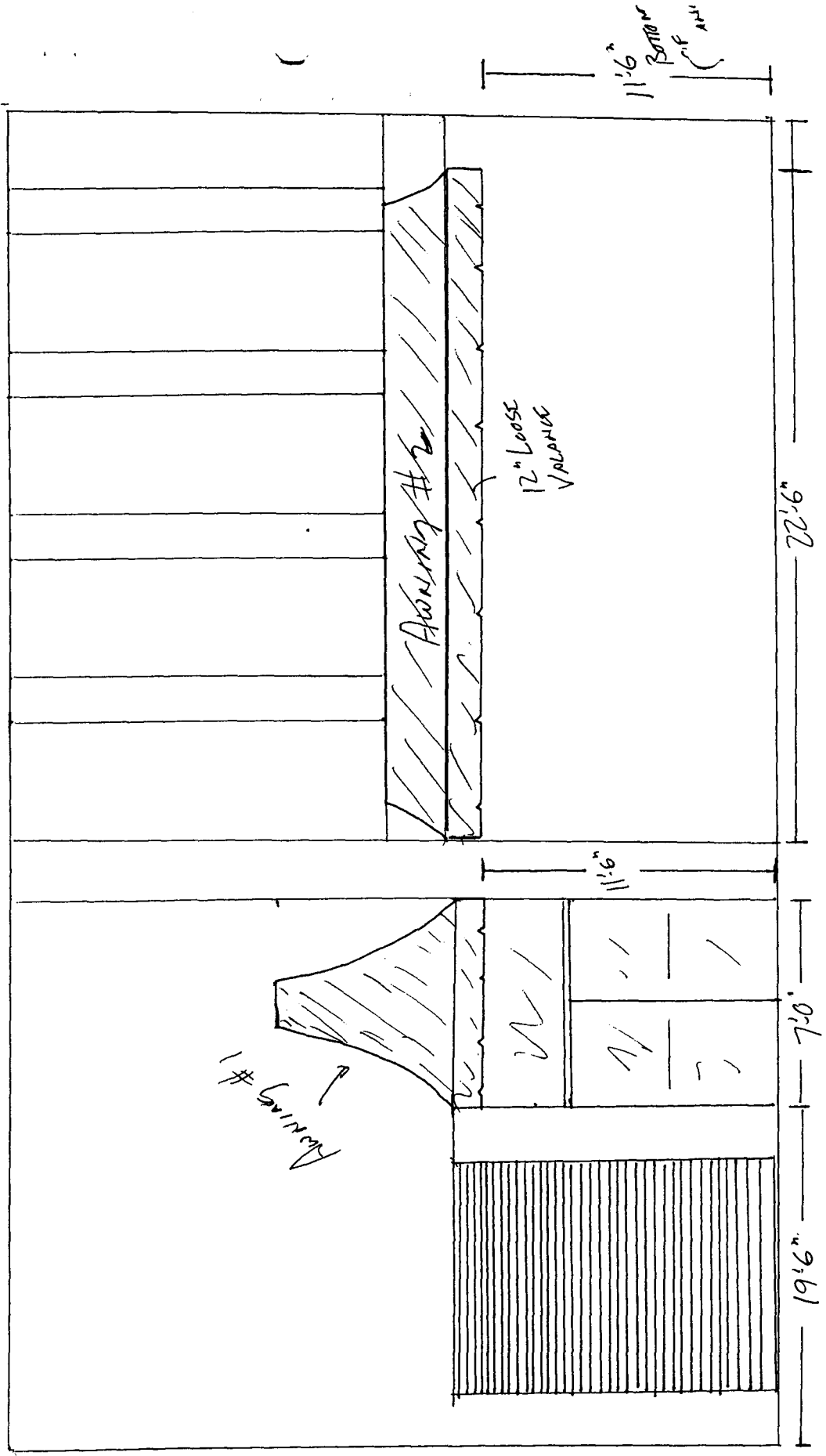
3660 MISSION INN BLVD



E-1533

3660 MISSION INN  
BUILDING ELEVATION

AWNINGS AWNING CO. INC.  
ALL RIGHTS RESERVED

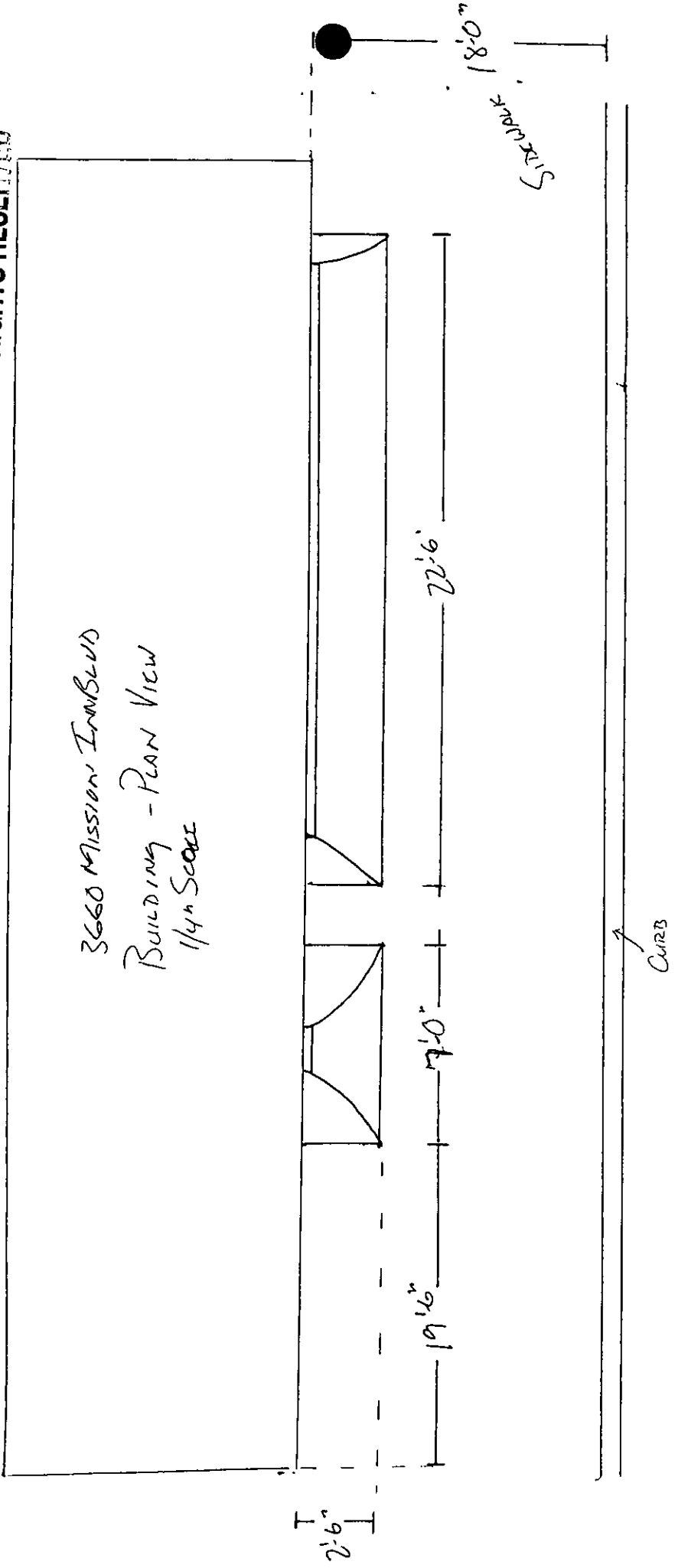


ELEVATION 1  
1/4" SCALE

E-1533

VAN DYKE'S AWNING CO. INC.  
ALL RIGHTS RESERVED

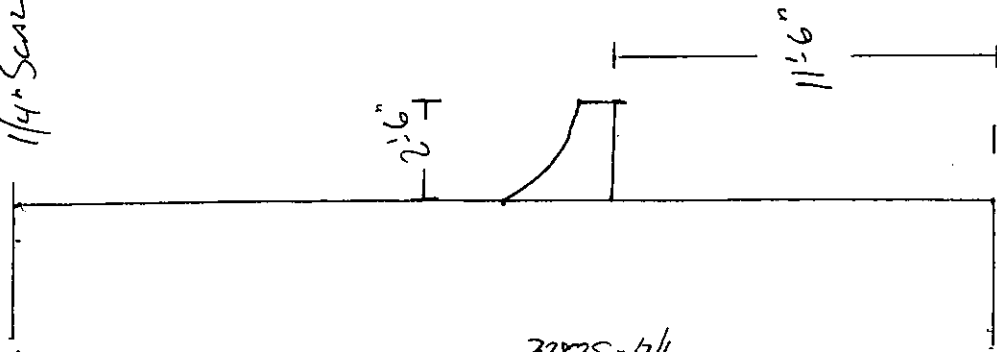
3660 MISSION INNBLVD  
BUILDING - REAR VIEW  
1/4" SCALE



E-1533

3660 MISSION INN BUILD  
BUILDING ELEVATION - SIDE

1/4" SCALE



ELEVATION 2  
1/4" SCALE

VAN NUYS AWNING CO. INC.  
ALL RIGHTS RESERVED

E-1533

# VAN NUYS AWNING CO., INC.

5661 SEPULVEDA BLVD.  
VAN NUYS, CA 91411  
CONTRACTORS LICENSE #277002  
ESTABLISHED 1918  
83 Years Of Service

(818) 782-8607 (323) 873-3331 FAX (818) 782-6837

**CUSTOMER: TIM & LESLIE BURGESS**  
**ADDRESS: 3700 MAIN STREET**  
**CITY/ZIP: RIVERSIDE, CA**  
**PHONE: 909-237-6754**  
**ATTENTION: TIM**

**DATE: 8/23/02**

Van Nuy's Awning Co., Inc., proposes to furnish all materials and perform all labor necessary to complete the following at: **SAME**

**JOB DESCRIPTION: 2- CUSTOM AWNINGS WITH GRAPHICS**

**AS PER ATTACHMENT "A"**

**MATERIAL: SUNBRELLA BURGUNDY AND TOASTY BEIGE**  
**BRAID COLOR: # 16**  
**SCALLOP: BURGUNDY**

All of the above work to be completed in a substantial and workmanlike manner. Installation to start approximately **3 WEEKS** and completion of installation approximately **1**

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

### NOTICE TO OWNER

Under the California Mechanics Lien Law any contractor, subcontractor, laborer, supplier or other person who helps improve your property, but is not paid for his/her work or services, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the claim. This can happen even if you have paid your contractor in full if the subcontractors, laborers, or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Original (or print) contractors and laborers do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after completion of your project.)

#### TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

1. Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project if you are damaged to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection.
2. Require that payments be made directly to subcontractors and material suppliers through a joint control. Any joint control agreement should include the architect's approval if the Registrar Contractors.
3. Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. This will help to insure that all persons doing the work are paid.
4. After making payments on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional lien releases signed by each material supplier, subcontractor and laborer involved in that portion of the work for which payment was made. On projects involving improvements to a single family residence or duplex owned individuals, the persons signing these releases lose the right to file a claim against your property. In other types of construction this protection may still be important, but may not be as complete.

TO PROTECT YOURSELF UNDER THIS OPTION, YOU MUST BE CERTAIN THAT ALL MATERIAL SUPPLIERS, SUBCONTRACTORS OR LABORERS HAVE SIGNED.

Contractors are required by law to be licensed and regulated by the Contractors State License Board whose address is:  
Contractors State License Board, 3132 Bradshaw Rd., P.O. Box 26000, Sacramento, California 95828

Respectfully submitted by: Devon Snyder x

Interest at 18% Per Annum will be charged on 30 Day past due accounts.

**AMOUNT: \$3,859.00**

**TAX: \$318.30**

**LABOR: \$1,286.30**

**TOTAL: \$5,463.70**

Accepted by: X Tim Burgess

**DEPOSIT REQUIRED: \$2,731.80**

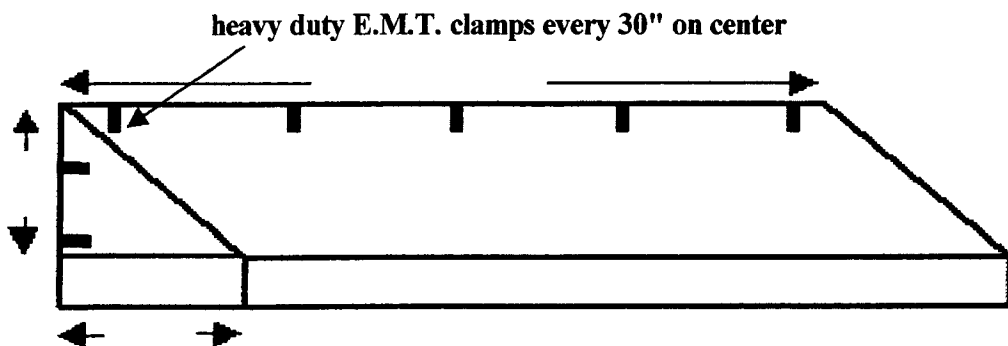
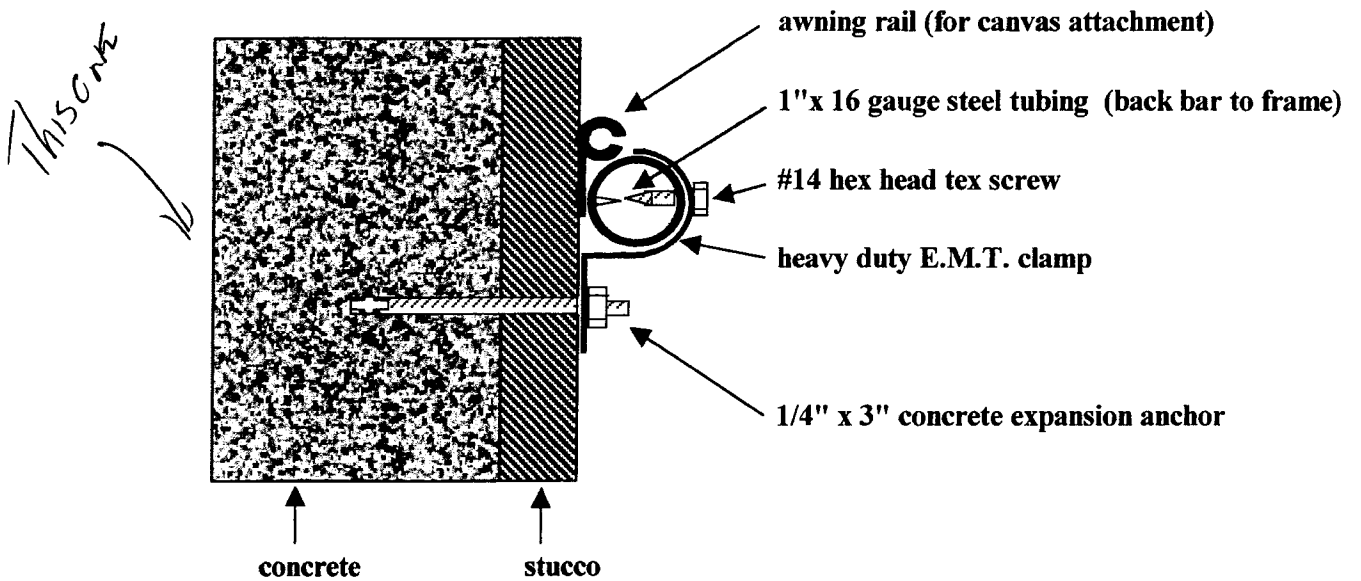
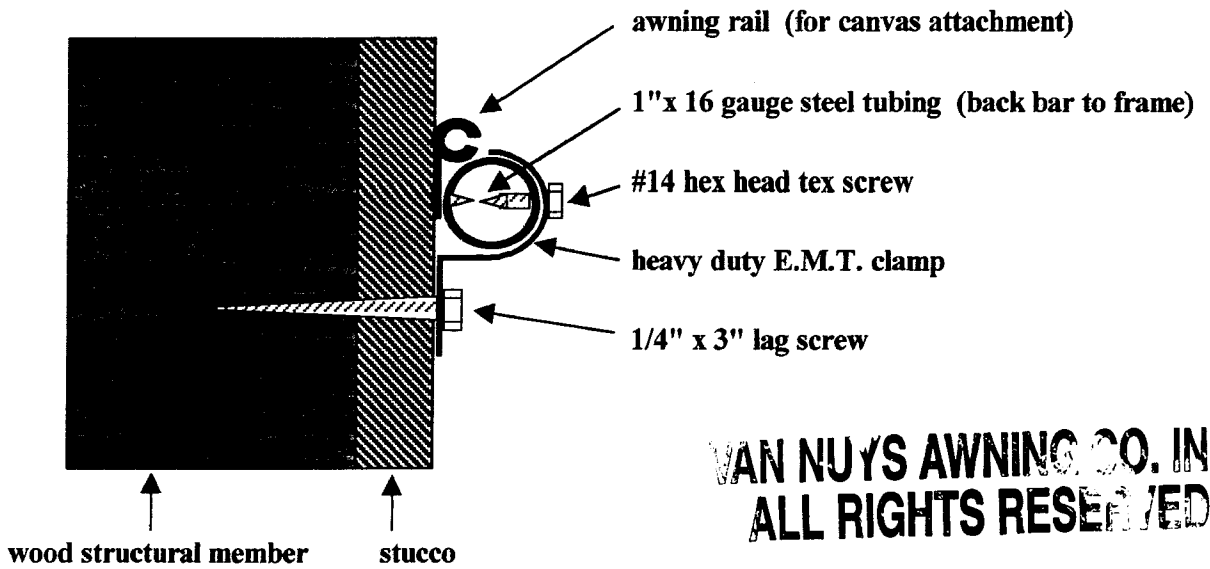
Date: 8/23/02

**BALANCE DUE UPON COMPLETION: \$2,731.80**

Credit Card #:

Exp. Date:

# TYPICAL AWNING ATTACHMENT DETAIL



Drawn by: *Joe Eisenreich*



VAN NUYS AWNING CO. INC.  
ALL RIGHTS RESEVED

