

When recorded mail to:

City Clerk's Office
City of Riverside
3900 Main Street
Riverside, CA 92522

FREE RECORDING

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

RECEIVED FOR RECORD
45 Min Past 2:12
At Request of
City of Riverside
Book 1981, Page 225701
DEC - 41981

Recorded in Official Records
of Riverside County, California
D. D. S. Record
Fees \$

225701

FOR RECORDER'S OFFICE USE ONLY

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, permission is hereby granted to Neel G. Schmitt and Patricia Schmitt
2406 Piedmont Drive
Riverside, CA 92506

their heirs and assigns, hereinafter referred to as "Permittee" to use and occupy the following described property:

A. DESCRIPTION OF ENCROACHMENT AREA

That portion of a public street right of way, and a public utilities easement adjacent to the northerly line of Lot 15 of Piedmont Hills as shown by map on file in Book 30 of Maps at Page 81 thereof, records of Riverside County, California.

B. DESCRIPTION OF PERMITTEE'S ADJACENT AND APPURTENANT PARCEL

Lot 15 of Piedmont Hills, as shown by map on file in Book 30 of Maps, at page 81 thereof, records of Riverside County California,

DESCRIPTION APPROVAL:

10/27/81
George P. Hutchinson
SUPERVISOR CITY OF RIVERSIDE

in accordance with the terms hereof.

1. Permittee shall use and occupy the described property only in the manner and for the purposes as follows: To construct and maintain a 6.00 foot block wall encroaching into said public street right of way a maximum of 10 feet and closing off access from said street to the Public Utilities Easement adjacent thereto as shown by Exhibit "A" attached and made a part hereof by this reference.

a) The permittee, by acceptance of the terms hereof, hereby agrees to provide a 12 foot gate which shall have a city lock to allow vehicular access to the area enclosed by the encroaching wall to those necessary city departments which have facilities therein.

b) The permittee, by acceptance of the terms hereof, hereby agrees to allow a right of entry upon the private property adjacent to said encroachment to allow room for service vehicles to turn around. Said rights shall be restricted to a reasonable area and shall be limited to the unimproved portion of the permittee's property adjacent to the public utilities easement.

Please record for the benefit of the City of Riverside
Property Services Manager

225701

2. Permittee, by acceptance of the benefits hereunder, acknowledges title to the property to be in the City of Riverside and waives any right to contest the validity of the dedication or grant.

3. Permittee acknowledges that the described property is the site of a proposed or planned public improvement and that, accordingly, all rights and privileges of use permitted shall cease and expire upon notice of revocation by the City. Upon the expiration or revocation, Permittee shall, within the time prescribed by the City, remove all improvements or obstructions placed, constructed or maintained by the Permittee. If the Permittee fails to abide by the removal order of the City within the time prescribed, the City shall have the right to remove and destroy the improvements without reimbursement to the Permittee and the cost of such removal shall be paid by the Permittee to the City of Riverside and shall constitute a debt owed to the City of Riverside.

4. Permittee, by acceptance hereof, waives the right of claim, loss, damage or action against the City of Riverside arising out of or resulting from revocation, termination, removal of the improvements or any action of the City of Riverside, its officers, agents or employees taken in accordance with the terms hereof.

5. Finding and determination by the City Council of the City of Riverside that the Permittee, or his heirs and assigns or successors in interest, are in default of the terms hereunder shall be cause for revocation.

6. Permittee herewith agrees to hold the City of Riverside harmless from and against all claims, demands, costs, losses, damages, injuries, action for damages and/or injuries, and liability growing or arising out of or in connection with the construction, encroachment, and/or maintenance to be done by Permittee or his agents, employees or contractors within the described property.

7. Removal of all improvements or obstructions as provided in Paragraph 3 above shall be considered a contribution made for public purposes of Permittee's interest in said improvements or obstructions.

DATED: Nov. 23, 1981

CITY OF RIVERSIDE, a municipal corporation

By [Signature] Mayor

Attest Alice A. Han City Clerk

The foregoing is accepted by:

x [Signature] (Permittee)

STATE OF CALIFORNIA,

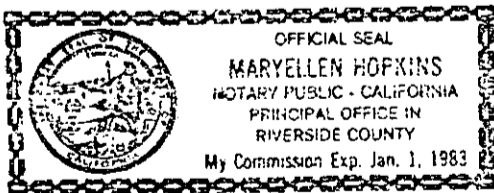
COUNTY OF Riverside } ss.

ON OCTOBER 21, 1981, 19____
before me, the undersigned, a Notary Public in and for said State, personally appeared NEEL G. SCHMITT and PATRICIA SCHMITT

to be the person S whose name S ARI subscribed to the within instrument, and acknowledged to me that They executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State.

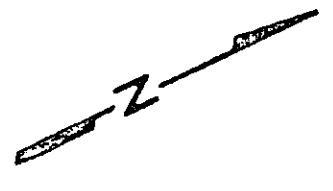
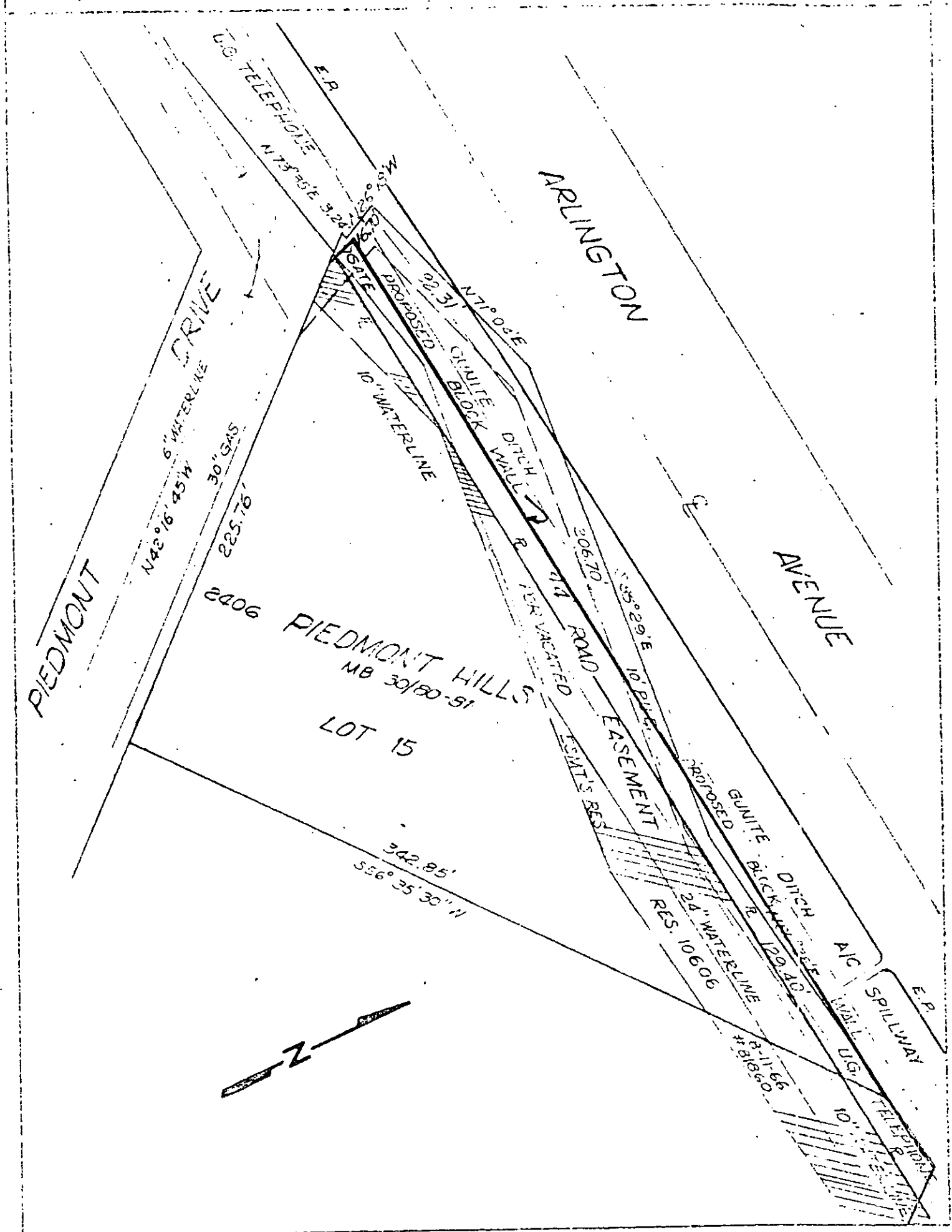


KNOWLEDGMENT—General—Wolcotts Form 233—Rev. 3-64

City Manager
[Signature]

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EXHIBIT 'A'



CITY OF RIVERSIDE, CALIFORNIA

Sheet 1 of 1 35 567-1

SCALE 1"=50' DRAWN BY KS DATE 11/17/81 SUBJECT EASEMENT FROM LOTS 14, 15, 16, PIEDMONT

E-817