



**ENCROACHMENT PERMIT**  
**Storm Drain Connection**  
 City of Riverside - Public Works Dept.  
 951-826-5341

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.

**Owner:** FIDELITY HOMES INC  
**Location:**  
**A.P.N.:** 207-160-031

**Encroachment:** Connect Private Drains to the City Storm Drain as shown on attached Exhibit

The above-described encroachment being shown on Exhibit A attached hereto.

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

Date: 2-02-06

By:

Date: \_\_\_\_\_

By: \_\_\_\_\_

**Applicant**  
 FIDELITY HOMES INC  
 1381 WARNER AVE. SUITE B  
 TUSTIN CA  
 92780

**Contractor/Developer**

ENCROACHMENT PERMIT APPROVAL

This permit has been reviewed and approved by the Departments listed below provided the attached terms and conditions are adhered to:

- P/W ENGINEERING
- P/W TRAFFIC
- P/U WATER

FINAL APPROVAL

Date: 1/26/06

City Engineer

THIS PERMIT IS NOT VALID UNTIL ISSUED AND POSTED IN CITY RECORDS

Issued by:

Dated: 2-2-06

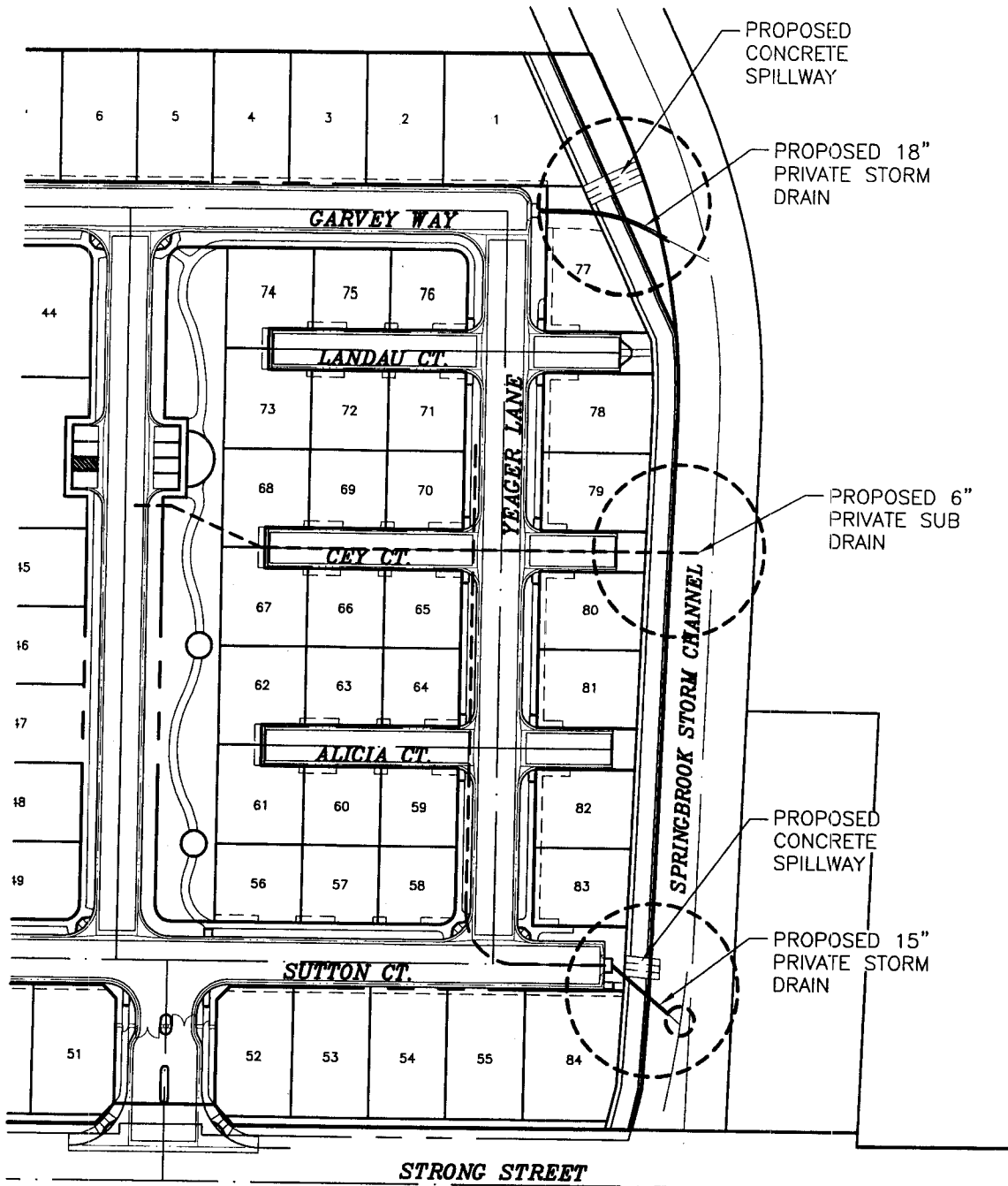


# City of Riverside

The following are requirements that need to be met for your permit #PW05-1088 .

- 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.
- 10:  All on-site catch basins and inlets must have a properly installed and maintained drainage water filtration system to Public Works Specifications.
- 11:  Permittee acknowledges that there are existing public works and public utility facilities that may interfere with the proposed improvement. All existing utilities, sewers and storm drains must be field located (pot-holed) prior to installation of the proposed facilities.
- 12:  Permittee acknowledges that all maintenance of the drain line between its connection with the

line in the street and the right of way line is the responsibility of the permittee.



**APN:**  
**207-160-032**  
**207-160-034**  
**207-160-035**  
**TRACT 32293**

**LEGEND**

 ENCROACHMENT  
 CONSTRUCTION AREA

SCALE: 1" = 100'

DRAWN BY: VGK

DATE: 1-5-06

P:\TPG\04\04-015-1\SD\ENCROACHMENTEXHIBIT.DWG

JOB # 04-015.1

CIVIL ENGINEERS AND LAND SURVEYORS

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 PHONE: (951) 737-4406 • FAX: (951) 737-4407 tpg@the-prizm-group.com

**ENCROACHMENT  
 PERMIT  
 EXHIBIT**

SHT. NO.

**1**  
 OF 1

E05-1088