

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, permission is hereby granted to MISSION GROVE LTD as owners of Tract 21434

whose address is

9100 Wilshire Boulevard, No. 530

Beverly Hills, CA 90212

its heirs and assigns, hereinafter referred to as "Permittee" to use and occupy the following described property. That portion of the public street right of way of Alessandro Boulevard lying adjacent to Lot 1, and that portion of the 12' storm drain easement lying within Lot 3 of Tract 21434, as shown by map on file in Book of Maps, at Pages thru thereof, records of Riverside County, California, as shown by the attached Exhibit "A",

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: Construction and maintenance of a 24" diameter R.C.P. private storm drain lateral and a 30" diameter R.C.P. private storm drain line connecting a private drainage system into the public storm drain shown on the attached Exhibit "A".

1A. The applicant agrees to hold the City harmless for any liability incurred by connection to the public storm drain including, but not limited to, on-site flooding caused by the public storm drain malfunctioning, causing water to back up into said private drains.

1B. The Applicant's contractor shall obtain the necessary permits for working within the public right of way.

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.

3005 (6/82) — (Corporation as Partner of Partnership)
First American Title Company

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES ss.

On SEPTEMBER 16, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK RUBIN and

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as _____

VICE President and XXX Secretary, on behalf of _____

JAMCO DEVELOPMENT CORPORATION

the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors, said corporation being

known to me to be one of the partners of _____
MISSION GROVE, LTD.

the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature Mitra Khalili-Rad



(This area for official notarial seal)

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.

DATED: 9/16/87

CITY OF RIVERSIDE, a municipal corporation

By Robert E. Powers Mayor

Attest Alice A. Howe Pro Tempore City Clerk

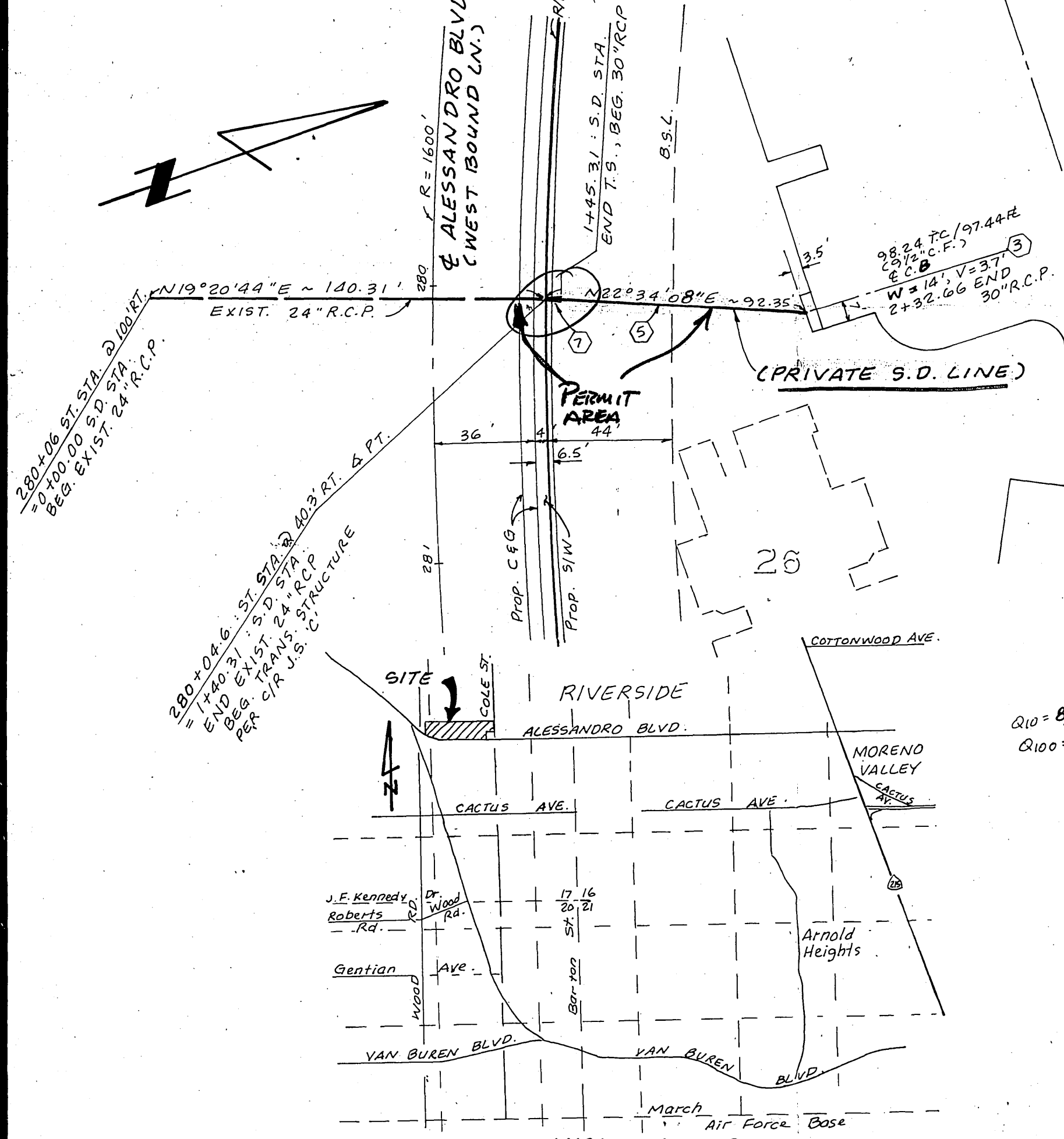
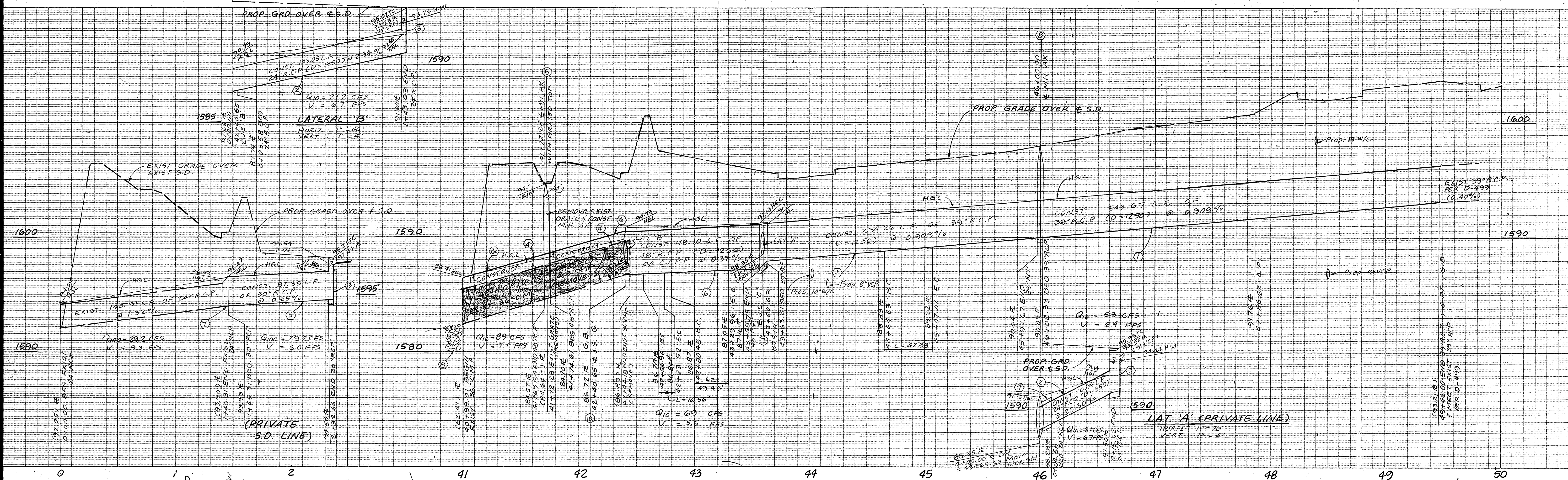
The foregoing is accepted by: MISSION GROVE, LTD., a California Limited Partnership
by: JAMCO DEVELOPMENT CORPORATION, General Partner

by: [Signature]
(Signature(s) of Permittee)
Mark Rubin, Secretary

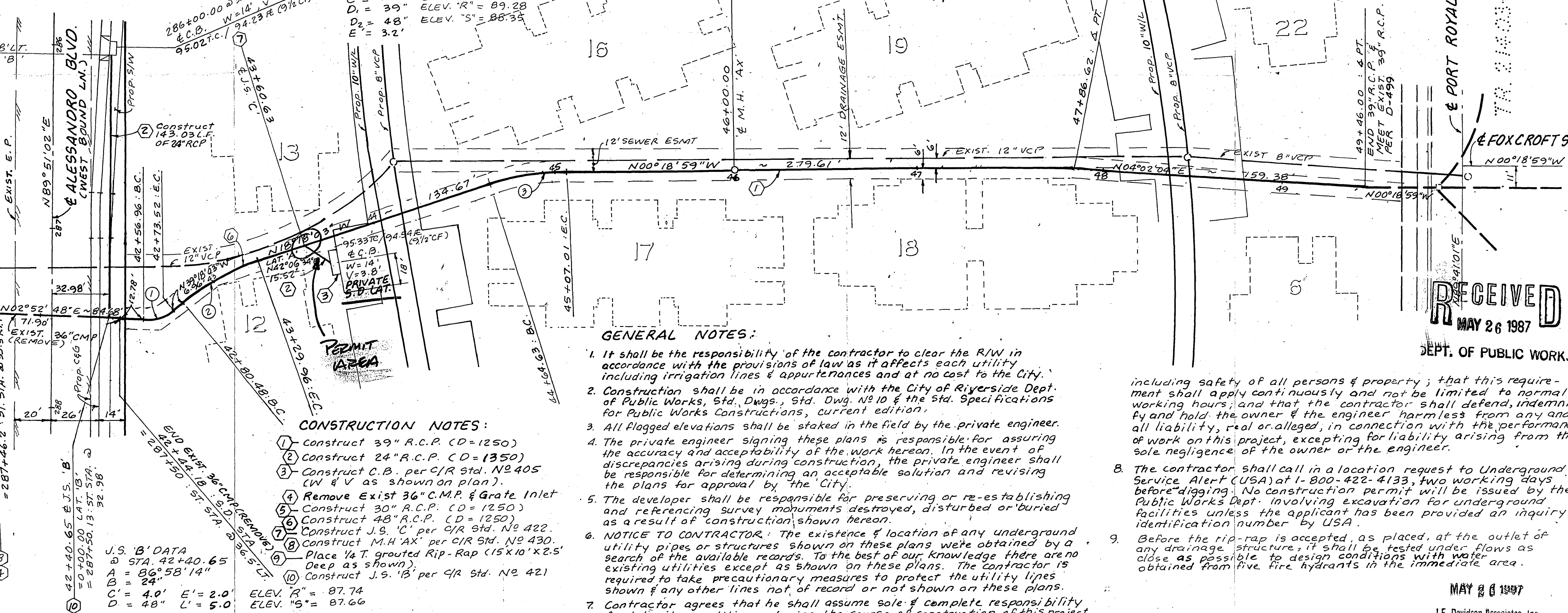
APPROVED AS TO CONTENT
[Signature]
Department Head

APPROVED AS TO FORM
[Signature]
City Attorney

CITY MANAGER APPROVAL
[Signature]
City Manager



CURVE DATA				
NO	R	Δ	L	T
1	22.50'	42°10'52"	16.56'	8.68'
2	135.00'	21°00'00"	49.48'	25.02'
3	135.00'	17°59'04"	42.38'	21.36'



RECEIVED
MAY 26 1987
DEPT. OF PUBLIC WORKS

GENERAL NOTES:

- It shall be the responsibility of the contractor to clear the R/W in accordance with the provisions of law as it affects each utility including irrigation lines & appurtenances and at no cost to the City.
- Construction shall be in accordance with the City of Riverside Dept. of Public Works, Std. Dwg. No. 10 & the Std. Specifications for Public Works Constructions, current edition.
- All Plugged elevations shall be staked in the field by the private engineer.
- The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the work herein. In the event of discrepancies arising during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for approval by the City.
- The developer shall be responsible for preserving or re-establishing and referencing survey monuments destroyed, disturbed or buried as a result of construction, shown hereon.
- NOTICE TO CONTRACTOR:** The existence & location of any underground utility pipes or structures shown on these plans were obtained by a search of the available records. To the best of our knowledge there are no existing utilities except as shown on these plans. The contractor is required to take precautionary measures to protect the utility lines shown & any other lines not of record or not shown on these plans.
- Contractor agrees that he shall assume sole & complete responsibility for job site conditions during the course of construction of this project, including safety of all persons & property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify and hold the owner & the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.
- The contractor shall call in a location request to Underground Service Alert (USA) at 1-800-422-4133, two working days before digging. No construction permit will be issued by the Public Works Dept. involving excavation for underground facilities unless the applicant has been provided an inquiry identification number by USA.
- Before the rip-rap is accepted as placed, at the outlet of any drainage structure, it shall be tested under flows as close as possible to design conditions with water obtained from five fire hydrants in the immediate area.

MAY 26 1987
J.F. Davidson Associates, Inc.

Underground Service Alert
Call: TOLL FREE
1-800-422-4133
TWO WORKING DAYS BEFORE YOU DIG

PRIVATE ENGINEERING NOTE
CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

PREPARED UNDER THE DIRECTION OF
John W. Canty
REGISTERED CIVIL ENGINEER NO. 17550
EXPIRATION DATE: 6-30-82 DATE: 5/24/87

J.F. DAVIDSON ASSOCIATES, INC.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
P.O. BOX 493 11200 SO. MT. VERNON AVE. #D 73-080 EL PASO, #103
RIVERSIDE CA 92502 COLTON CA 92604 PALM DESERT CA 92260
(714) 686-0844 (714) 825-1082 (619) 346-5881

SCALE: 1" = 40'
DATE: MAY, 1987

BENCH MARK:
CITY OF RIVERSIDE BM # FB-E PER NAIL IN CITY TAG IN TOP OF LARGE ROCK TO SLY SIDE ALESSANDRO BLVD. @ 0.60 MILE S'ELY OF VIA VISTA DR. NEAR PP# 715 0634

MARK	REVISIONS	APPR.	DATE

DESIGNED BY: LRS DRAWN BY: LRS CHECKED BY: LRS

CITY OF RIVERSIDE, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

APPROVED BY: _____ BY: _____ DATE: _____
DIRECTOR OF PUBLIC WORKS

TRACT NO. 21434
STORM DRAIN PLAN
FROM ALESSANDRO BLVD.
TO PORT ROYAL WAY

PROJECT NO. **D -**
SHEET **1** OF **1**
FILE NO. **86-9190**

HORIZ. SCALE: 1" = 40' VERT. SCALE: 1" = 4'