

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, California, permission is hereby granted to FMC CORPORATION, 2000 Market Street, Philadelphia, Pennsylvania 19103, its successors and assigns, hereinafter referred to as "Permittee", to use and occupy the following described property in accordance with the terms hereof:

Those portions of public street right of way designated on Exhibit "A", attached hereto and incorporated herein.

1. Permittee shall use and occupy the described property only in the manner and for the purposes as follows: To drill, monitor, maintain, and close test wells for the purpose of undertaking a ground water investigation under an order issued by the California Regional Water Quality Control Board, Santa Ana Region, and a work plan submitted to the Board under this order.
 - 1.a. Test wells shall be constructed as shown on Exhibit "B" attached hereto and incorporated herein.
 - 1.b. Permittee's contractor shall obtain a street opening permit prior to doing any work in the public right of way.
 - 1.c. Permittee's contractor shall review required traffic control and safety measures for each site with the City's Traffic Engineering Division prior to doing any work in the public right of way.
 - 1.d. Permittee's contractor shall determine required clearances from all public and private utility and sewer facilities prior to drilling and shall only drill in compliance with such clearance requirements. It shall be Permittee's responsibility to determine the location of all utilities, sewers and similar underground facilities.
 - 1.e. Permittee shall notify the City of Riverside, California, Public Works Department of the exact drilling date. Drilling will not commence prior to 8:30 a.m. and will continue no later than 1/2 hour prior to sunset.
 - 1.f. During the period of well installation, Permittee's contractor shall keep the site supervised continuously from the beginning of drilling until installation of the locked traffic grade "Christy Box" cap marked "Monitor Well". Under no circumstances is the well or borehole to be left unattended when it is unlocked or incapable of

being locked. Supervision after dusk includes appropriate lights to make the well visible to the attendants who shall remain awake and observant of the well or borehole.

- 1.g. Permittee shall be responsible for insuring that each site shall have and implement the required traffic control and safety measures approved by the City Traffic Engineer pursuant to Condition 1.c. above.
- 1.h. Permittee agrees to make the results of the sampling available to the City.
- 1.i. In the event the City needs the site prior to completion of monitoring, upon receipt of written notice to this effect from the City, the Permittee agrees to close and abandon the well or wells in a timely manner, in accordance with the procedures specified under Condition 1.j. below. This permit may then be revised to apply to a new approved site.
- 1.j. When the wells are no longer needed, the Permittee shall provide written notice to this effect to the City, and the wells shall be closed and abandoned to the specifications of the Riverside Public Works Department and the State of California regulations regarding the closure of wells.
- 1.k. To insure that closure of the wells takes place in a timely manner, the Permittee shall post a cash deposit of \$2,000. This cash deposit may be used by the City to close either or both wells when not done by Permittee as required by Condition 1.i. above and/or Condition 3 below. Any cost of closure in excess of the \$2,000 cash deposit shall be paid by Permittee to the City of Riverside upon receipt of documentation from the City of such cost and shall constitute a debt owed to the City of Riverside.
- 1.l. Upon completion of each well, or wells if completed during a common time period, Permittee shall provide to City an as-built plan showing the exact location of the well(s). During the period of existence of the well(s), Permittee shall submit to City quarterly reports indicating the results of any sampling, anticipated future sampling and expected closure date. Permittee shall inspect each well site at least once each month to insure that the lock is locked and not broken. Upon closure, Permittee shall provide to City an as-built plan of the closed well(s).
- 1.m. Permittee shall have the right of reasonable access across the City's adjacent right of way to install, maintain, monitor and close the wells.

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 receipt of written notice of revocation from the City. Upon the expiration or revocation, Permittee shall, within the time reasonably prescribed by the City, remove or otherwise close all improvements or obstructions placed, constructed or maintained by the Permittee. If the Permittee fails to abide by the removal/closure order of the City within the time prescribed, the City shall have the right to remove and destroy or otherwise close the improvements without reimbursement to the Permittee and the cost of such removal/closure shall be paid by the Permittee to the City of Riverside upon receipt of documentation from the City of such cost 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/closure of the improvements or any action of the City of Riverside, its officers, agents or employees taken in accordance with the terms hereof; provided, however, that this waiver does not include claims resulting from the sole negligence or willful misconduct of the City, its officers, agents or employees.

5. Finding and determination by the City Council of the City of Riverside that the Permittee, or its successors or assigns, 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, actions 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 its agents, employees or contractors within the described property; provided, however, that this obligation does not apply to claims or other actions based on the sole negligence or willful misconduct of the City, its officers, agents or employees.

~~claims or other actions based on the sole negligence or willful misconduct of the City, its officers, agents or employees.~~

DATED: FEB 7 1990

CITY OF RIVERSIDE,
a municipal corporation

By Terry Grizzel Mayor

Attest Alicia Rose City Clerk

The foregoing is accepted by:

Tom Bruckner
West Coast Manager (Permittee)

APPROVED AS TO CONTENT

Barry Bell
Department Head (Public Works)

APPROVED AS TO FORM

John Wovles
CITY ATTORNEY

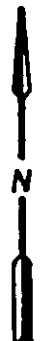
APPROVED AS TO FORM

City Attorney

for City Manager Approval

Robert E. Jensen

ENCRPERT.MEM
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EXPLANATION

● WELL LOCATION

**ENCROACHMENT
PERMIT
EXHIBIT 'A'
SHEET 1 OF 1**

**MONITORING WELL LOCATION MAP
FMC CORPORATION
RIVERSIDE, CALIFORNIA**

PROJECT 133E18901

REVISIONS

DATE JULY 1989

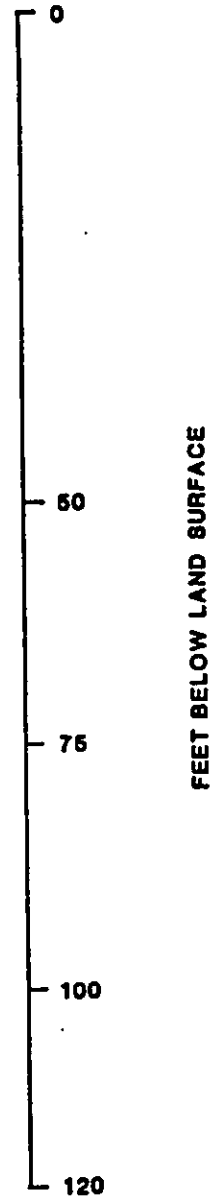
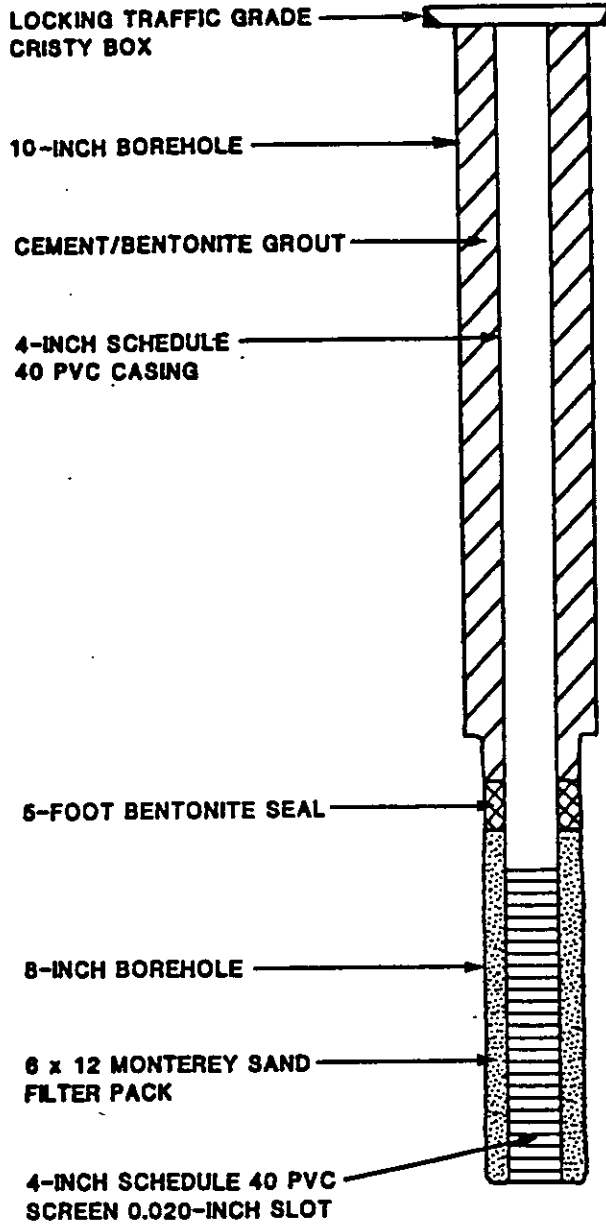


Hydro-Search, Inc.
HYDROLOGISTS-GEOLGISTS-ENGINEERS
MILWAUKEE • DENVER • RENO

FIGURE 1

E-1140

MONITORING WELL



ENCROACHMENT
PERMIT

EXHIBIT "B"
SHEET 1 OF 1

WELL CONSTRUCTION DIAGRAM
FMC CORPORATION
RIVERSIDE, CALIFORNIA

PROJECT 113E18901

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FIGURE 2

E-1140