

APPLICATION FOR ENCROACHMENT PERMIT

(to be completed by applicant)

JAMES L. ENDICOTT, the OwnerX Lessee of the property located at 11087 INDIANA AVENUE in the City of Riverside, Assessors Parcel No. 138-030-008 hereby requests permission to OPERATE A TEMPORARY CHRISTMAS TREE SALES LOT

in the public right of way of LA SIERRA AVENUE /or the _____ easement at the rear/ side/ _____ front of said property. The attached drawing shows the requested encroachment. Upon issuance of this permit, I agree to comply with the attached terms and conditions.

Date 9-24-1992 James L. Endicott

ENCROACHMENT PERMIT APPROVAL

(to be completed by City)

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, but is only revocable permission to use the land for the purpose described.

- N/A Public Utilities Water _____
- X Public Utilities Electric William F. Munson
- X Planning Dwight D. D.D. (TUP 11/30/92)
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- N/A Parks and Recreation _____
- _____ (other) _____
- _____ (other) _____

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

Date 12/1/92 Dwight D. D.D.
Public Works Director

Encroachment Permit No. E-1227

TERMS AND CONDITIONS

The following indicated terms and conditions apply to encroachment permit no. E-1227.

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 City Council 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 existing City or utility facilities. The existing facilities will require future maintenance, reconstruction and revisions and facilities may be added, any of which may result in removal or alteration of the permittee's improvements without

reimbursement to the permittee. 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.

8. Other _____

9. Permittee shall use and occupy the described property only in the manner and for the purposes as follows: For construction and maintenance of a temporary Christmas Tree sales lot for the period of 1 month from Nov. 28, 1992 through Dec. 26, 1992.

9a. This permit shall not be considered to be in effect until payment of \$630 rental fee has been received by the City of Riverside Public Works Department.

9b. Lighting for said Christmas Tree sales lot shall be placed in a manner as not to have any adverse effect on traffic on the adjacent streets. Lighting is subject to inspection and shall be maintained to the satisfaction of the Public Works Department.

9c. Permittee shall obtain a temporary use permit from the Planning Department and approval from Public Utilities Department for the necessary hook-ups.

9d. Permittee shall indemnify and hold City and City's officers and employees free and harmless from any and every claim, demand or action for damages for personal injury, death or property damage, and any cost of expense (including attorneys' fees) in connection therewith, which may arise out of the condition or use of the premises. Permittee shall obtain, and shall keep in force throughout the original and extended permit terms, a policy of public liability insurance with a combined single limit in the amount of \$1,000,000, in the usual form of public liability and property damage policies placed with a company or companies authorized to do insurance business in the State of California. The insurance coverages required herein do not in any manner restrict or set limits upon Permittee's indemnification obligation written above.

9e. City reserves the right to increase the insurance coverages described above within reasonable limits, and to require additional riders or provisions on said policies, endorsements or certificates as shall be considered in good faith to be reasonably necessary, consistent with the terms and conditions of this permit. Permittee shall immediately comply with said increase or change.

9f. Permittee shall furnish City policies, endorsements or certificates of insurance which (1) confirm the required coverages, (2) confirm that City and its employees are included as additional insureds thereunder and (3) provide that City shall be given thirty (30) days written notice prior to cancellation or reduction in coverage of any or all of said policies. Permittee shall also furnish in completed form City's Additional Insured Endorsement previously given to Permittee.

9g. Permittee shall contact the Traffic Engineering Division of the Public Works Department for the covering of existing "No Parking" signs in the permit area.

9h. 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.

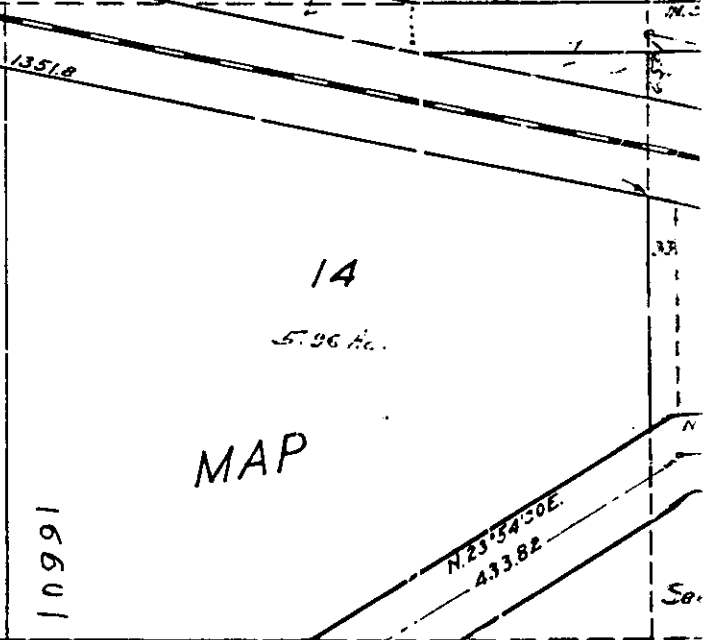
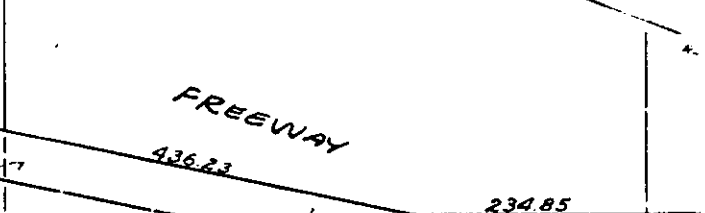
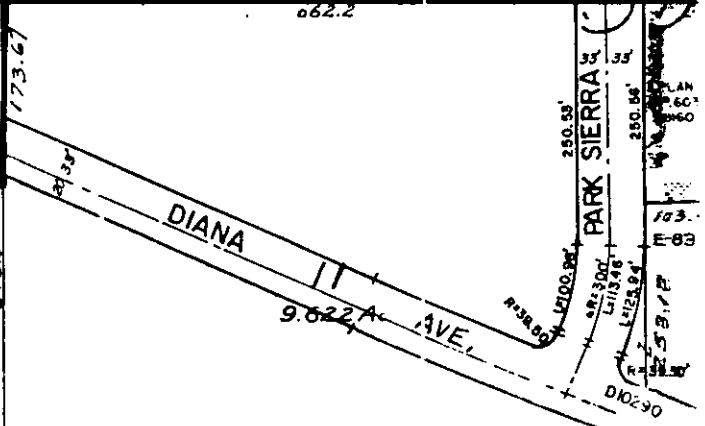
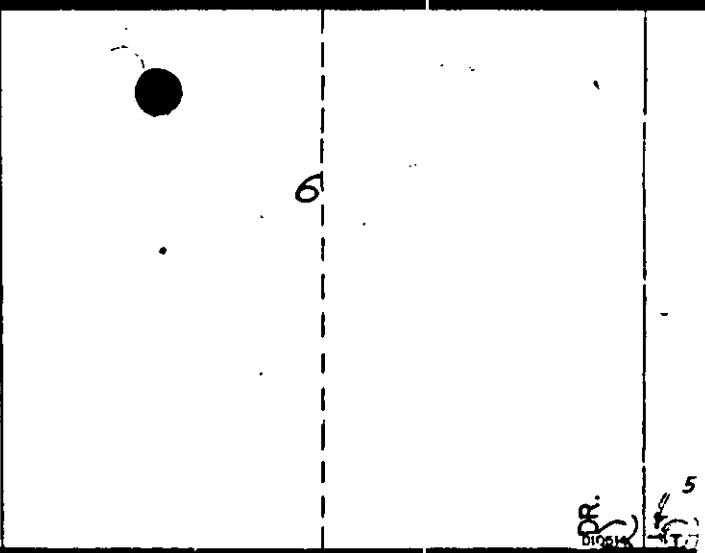
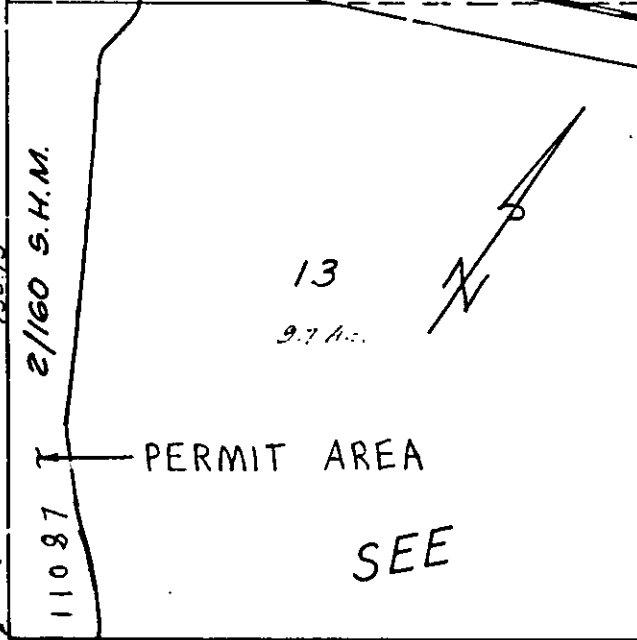
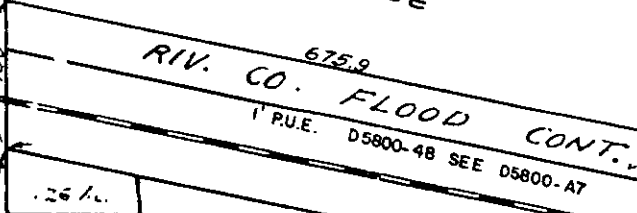
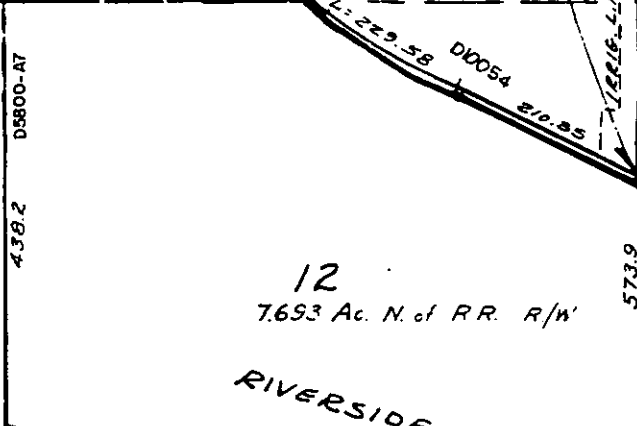
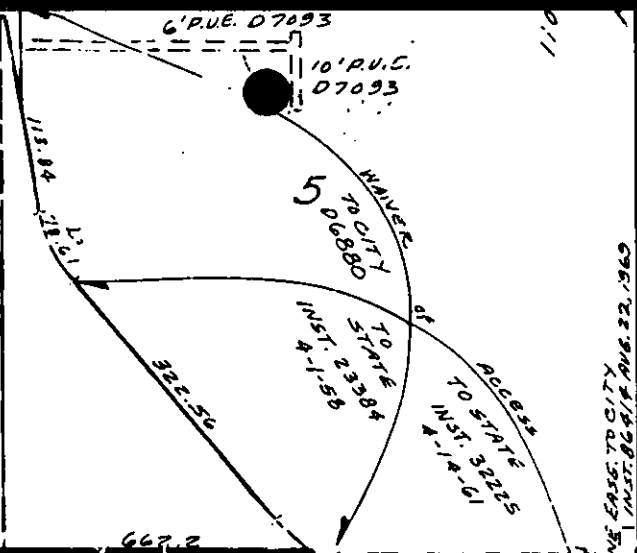
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STREET

AVE. N. 33° 59' W. D5800-A7

LA SIERRA (TAYLOR)

11100



3400

EXHIBIT "A"
SHEET 1 OF 2

