

ENCROACHMENT PERMIT

James A. Waugh, the Owners of the property located at **2595 Horace Street** in the City of Riverside, Assessors Parcel No.241-110-007 hereby requests permission to construct and maintain a **4 foot high wrought iron and brick pilaster fence along the back of sidewalk** within the public right of way of Appian Way as shown on **EXHIBIT A** attached hereto.

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

Date 8/19/00

BY: James A. Waugh

Date _____

BY: _____

Applicants Address: James Waugh
2595 Horace Street
909-202-4852 909-278-6141

ENCROACHMENT PERMIT APPROVAL

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

___ Public Utilities Water - Brian Simpson	<u>B. Simpson</u> 8/10/00
___ Public Utilities Electric - Bill Mainord	<u>Bill Mainord</u> 8.11.00
___ Parks and Recreation - Terry Nielsen	<u>Terry Nielsen</u> 8/11/00
___ Planning - Jeff Belier	<u>Jeff A. Belier</u> 8/15/00

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

FINAL APPROVAL

Date 8-17-00

Richard Mc Grath
Richard McGrath, Public Works Director

TERMS AND CONDITIONS

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. Permitted 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. USA # 1-800-227-2600

Special Departmental Conditions Attached: Yes

SPECIAL CONDITIONS
Park and Recreation Department
STREET TREE CONDITIONS

9a. Being the owner of the property described in the above encroachment permit, I hereby accept responsibility of maintaining the street tree(s) located in my front yard, and I hold the City of Riverside harmless from any damage that may occur to my improvements as detailed in this Encroachment Permit as a result of a limb or the tree falling, or as a result of the natural growth of said tree(s).

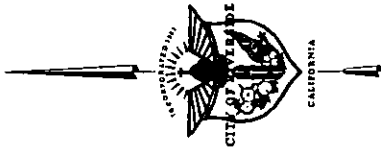
In addition, I hereby grant the City of Riverside permission to gain entry to said yard in order to maintain said street tree(s), should the need arise.

DATE

8/19/00

Owner

James W. Wynn

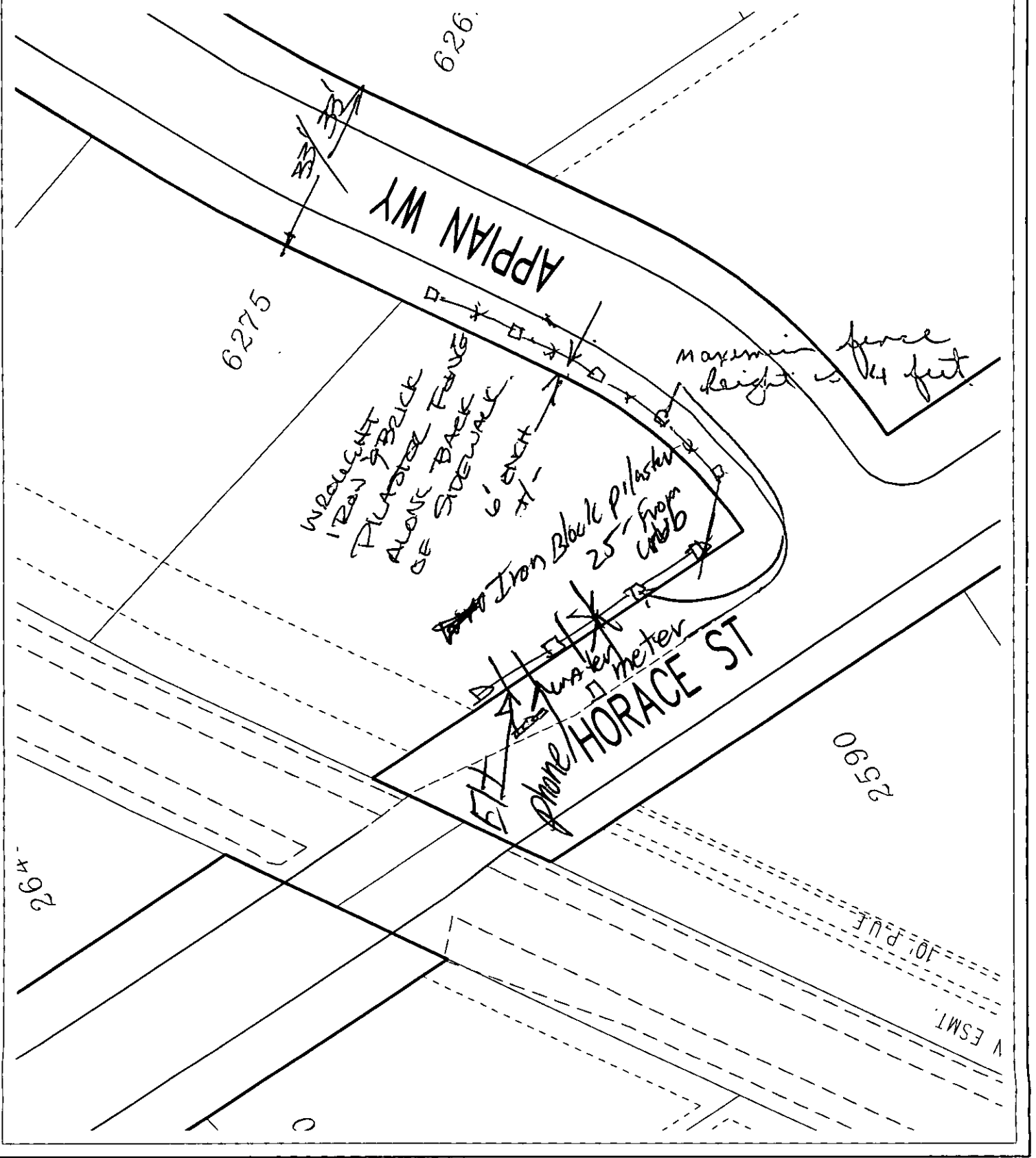


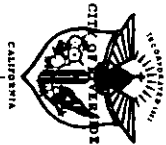
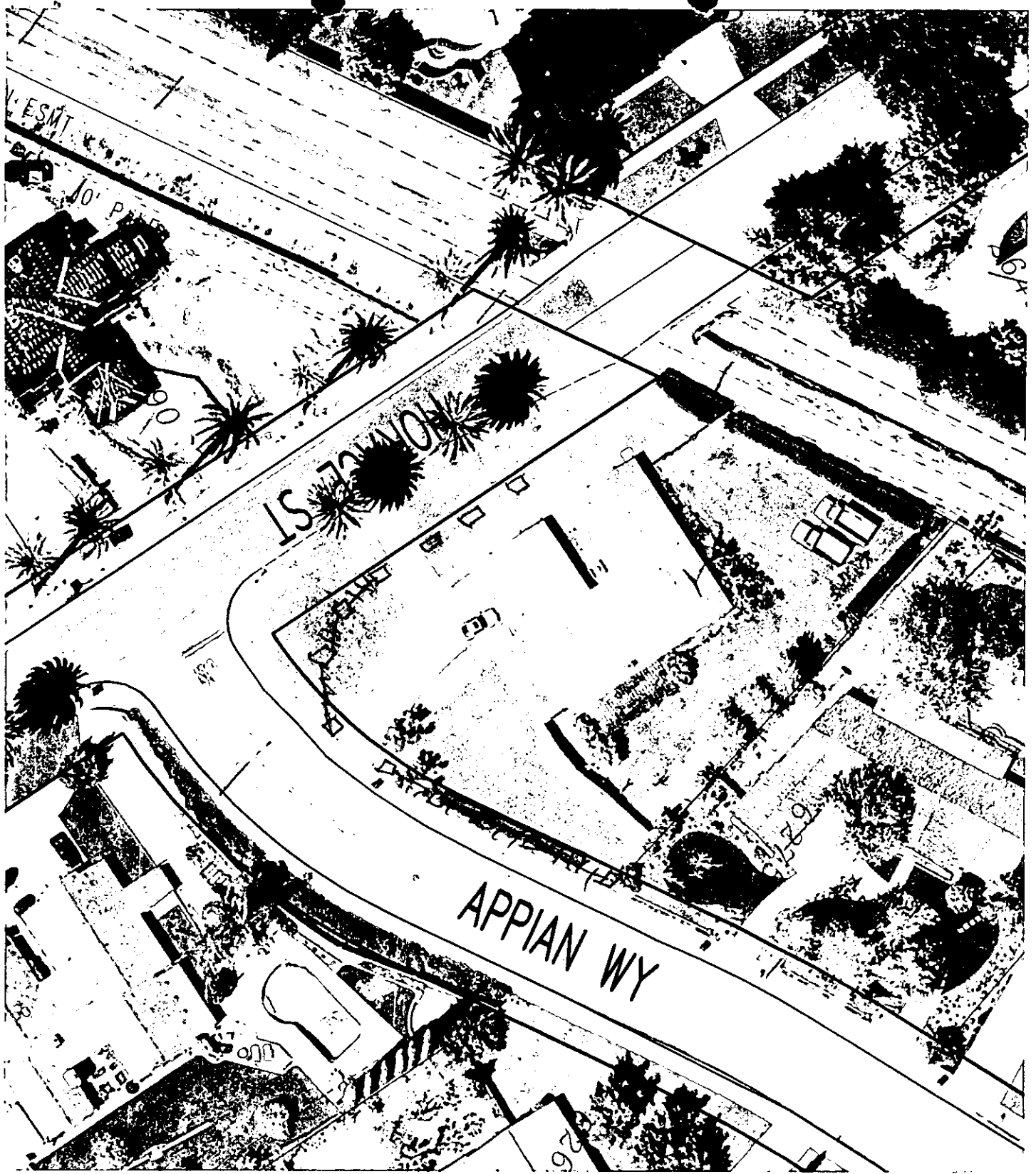
1 inch = 50 feet

Symbology

- Curb face
- - - Edge of Pavement
- - - Unpaved Roadway
- - - Edge of Pavement / Berm
- - - ROW Line
- - - Parcel Line
- - - Assessor Parcel Line
- - - Project Limits Boundary
- - - Easement Line
- - - Restricted Access
- /// Easement Line

Map Produced on:
 August 02, 2000
 Aerial photos taken April 1988. The City of
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Map Produced on:
August 12, 2000

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