

ENCROACHMENT PERMIT

UNIVERSITY VILLAGE LLC, the Owner of the property located at 1221 University Avenue in the City of Riverside, Assessors Parcel No. 250-250-025 hereby requests permission to construct and maintain a **building (Building "L") whose footing load impacts the public sewer easement along University Avenue as shown on EXHIBIT A attached hereto.**

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

Date 7/31/00

UNIVERSITY VILLAGE L.L.C.
Southland Land Corporation, Manager

Michael L. Keele
Michael L. Keele, President

Applicants Address: University Village LLC
c/o Rick Engineering Phone: 782-0707
3050 Chicago Avenue, Suite 100
Riverside CA.

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~~

Public Utilities Electric - Bill Mainord *Bill Mainord 6/6/00*

Public Works Engineering - Tom Boyd *Tom Boyd 6/15/00*

Planning - Jeff Belier *Jeff A. Belier 6/13/00*

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

FINAL APPROVAL

Date 6-15-2000

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.

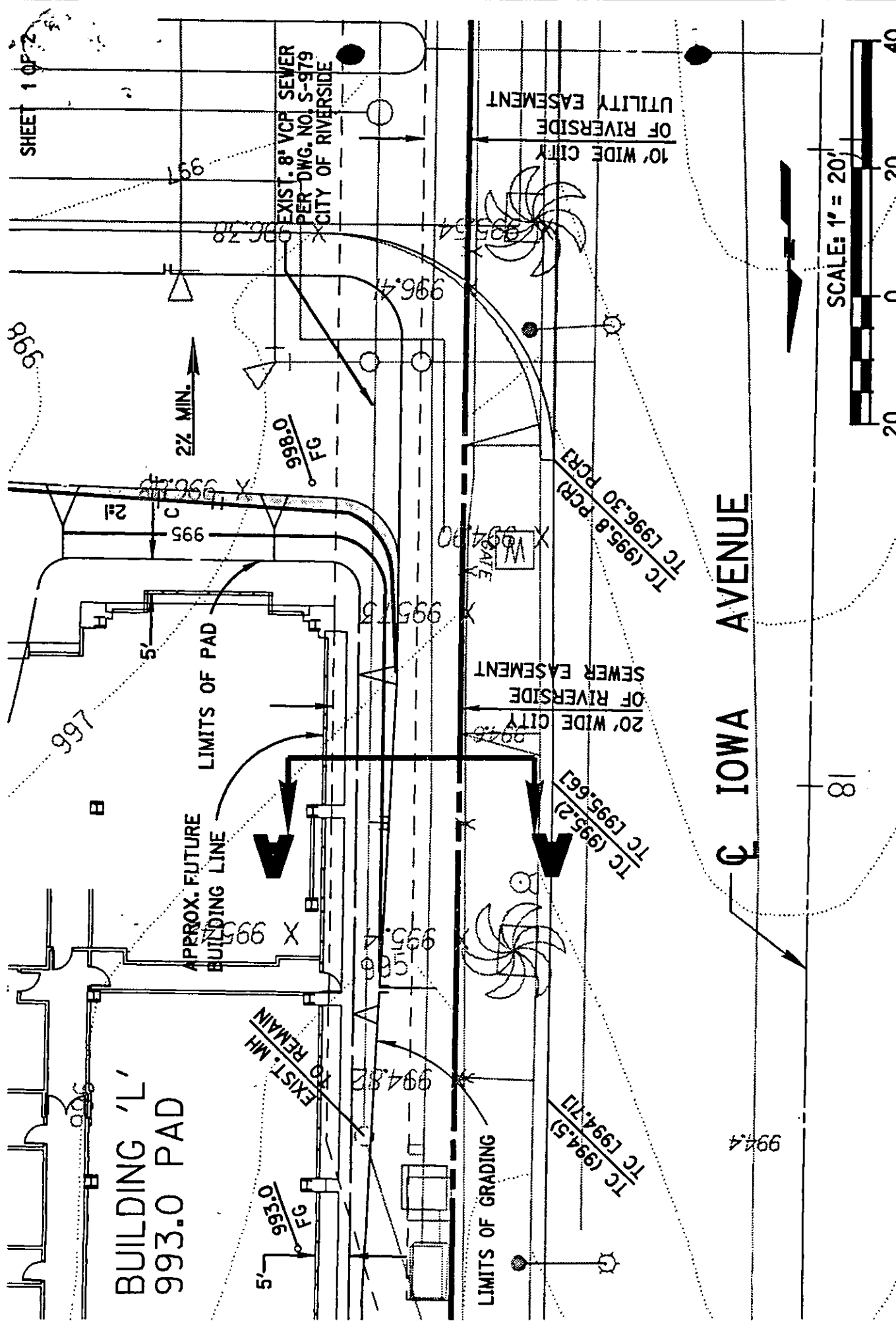
Special Departmental Conditions Attached: YES

SPECIAL CONDITIONS
Public Works
Maintenance Conditions

9a. Permittee acknowledges that the area of encroachment is an existing Sewer Easement and contains an active sewer facility. As such the facility will, in the foreseeable future, require maintenance, including but not limited to, complete reconstruction. Permittee understands that any such maintenance or reconstruction will result in damages to Permittee's improvements including but not limited to physical damages, loss of access, dust, noise, and other undesirable affects inherent during major construction and hereby 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 any construction, reconstruction, and/or maintenance to be done by the City of Riverside, it's employees, agents, and assigns within the described property.

DATE 11/30/00

UNIVERSITY VILLAGE, LLC
By: JOURNAL AND LAND CORPORATION, its general manager
Owner J. Blalock for Permit



SHEET 1 OF 2

BUILDING 'L'
993.0 PAD

APPROX. FUTURE
BUILDING LINE

LIMITS OF PAD

LIMITS OF GRADING

EXIST. MH
TO REMAIN

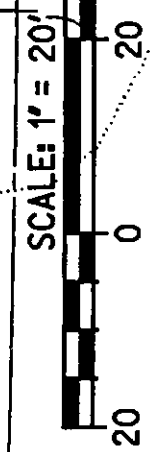
EXIST. 8' VCP SEWER
PER DWG. NO. S-979
CITY OF RIVERSIDE

SEWER EASEMENT
OF RIVERSIDE
20' WIDE CITY

UTILITY EASEMENT
OF RIVERSIDE
10' WIDE CITY

IOWA AVENUE

18



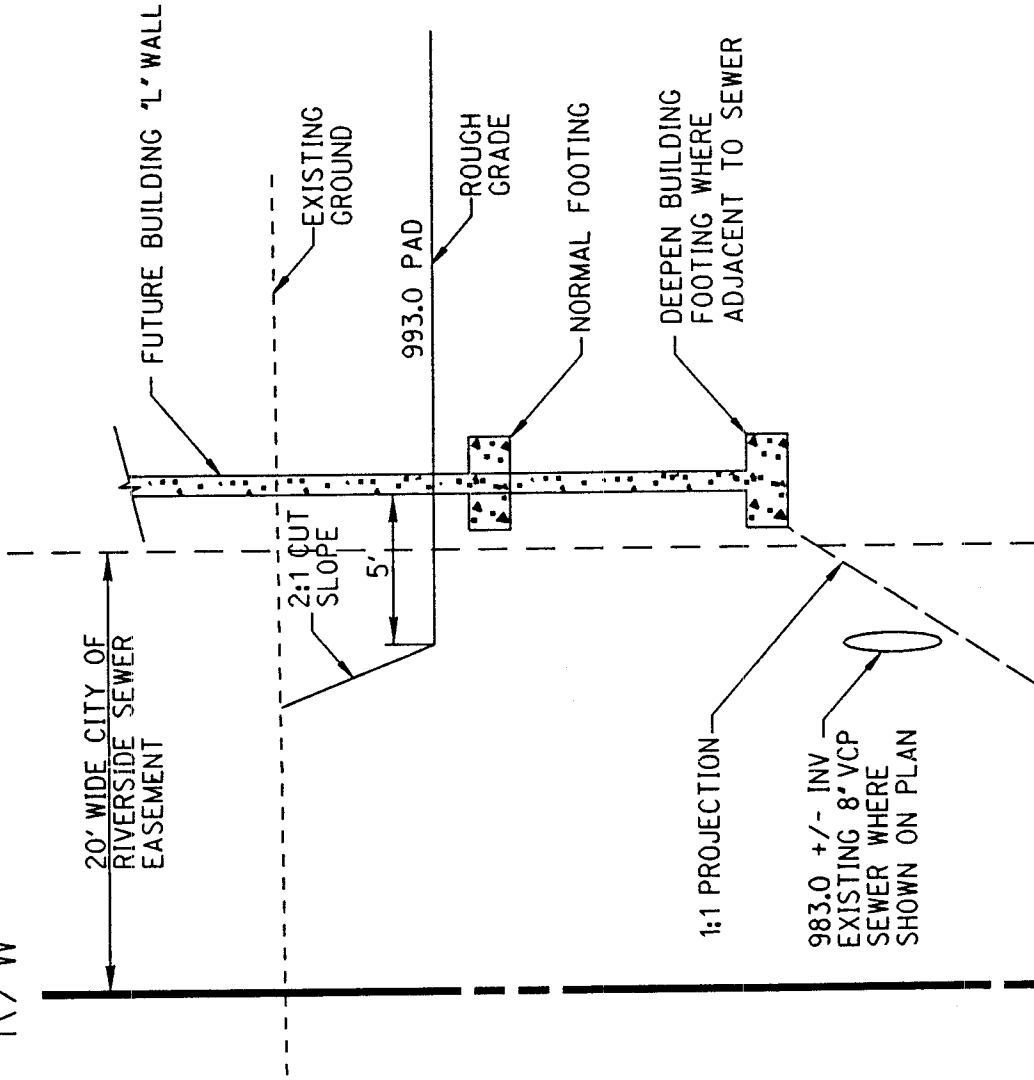
RICK ENGINEERING COMPANY
CIVIL ENGINEERS SURVEYORS PLANNERS
3050 CHICAGO AVE., SUITE 100, RIVERSIDE, CA 92507
SCALE AS SHOWN DATE 05/19/00

ENCROACHMENT PERMIT PLAN
UNIVERSITY VILLAGE NORTH END ROUGH GRADING

PLOT DATE: 19-MAY-2000 JN 13626

G:\d.13626\626x8.dgn

E-1478
C 1710

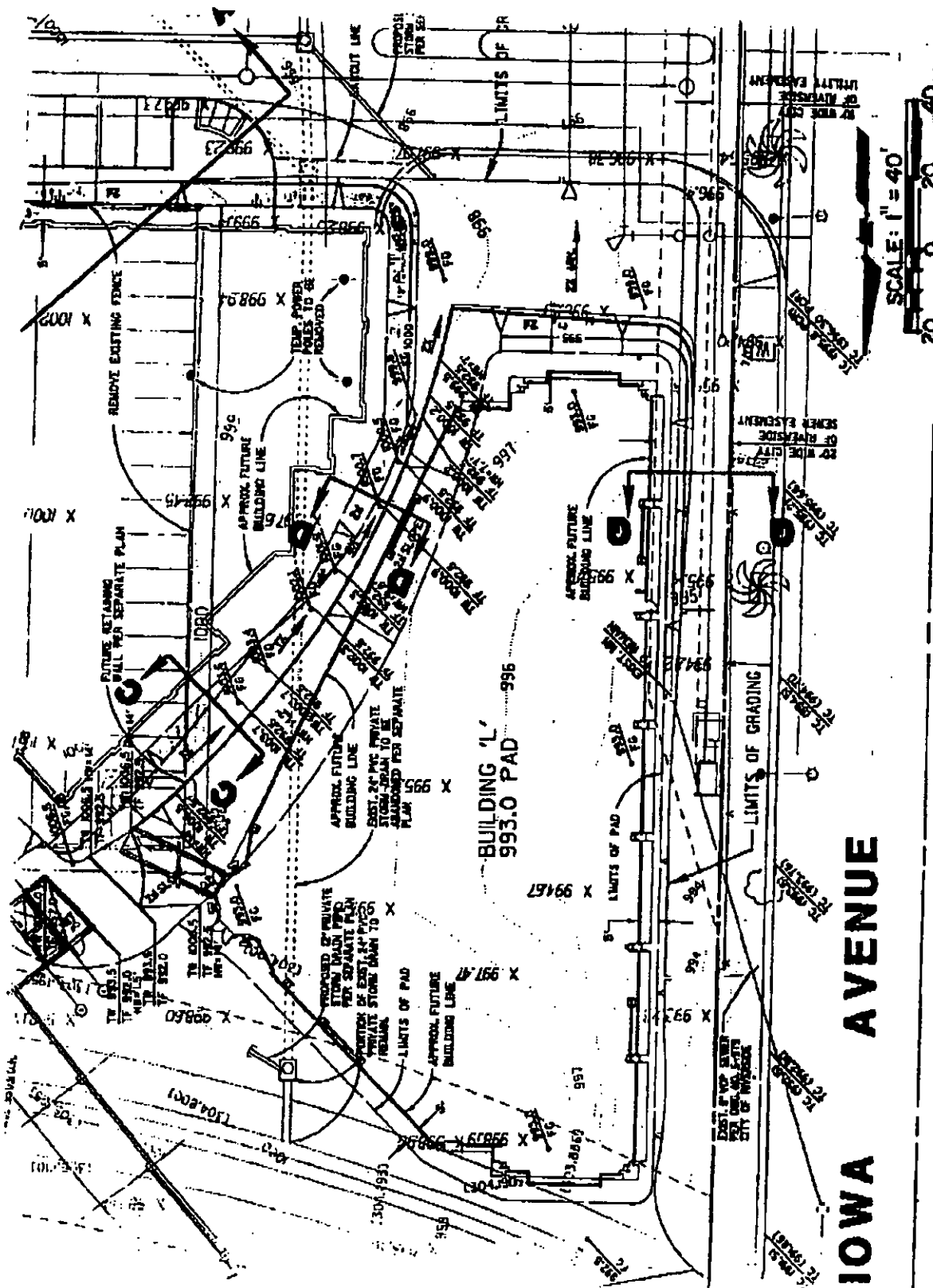


A TYPICAL SECTION G-G
N.T.S.

RICK ENGINEERING COMPANY
 CIVIL ENGINEERS SURVEYORS PLANNERS
 3050 CHICAGO AVE., SUITE 100, RIVERSIDE, CA 92505
 SCALE AS SHOWN DATE 05/19/00

ENCROACHMENT PERMIT PLAN
 UNIVERSITY VILLAGE NORTH END ROUGH GRADING

0-1478-5



RICK ENGINEERING COMPANY
 CIVIL ENGINEERS SURVEYORS PLANNERS
 3050 CHICAGO AVE., SUITE 100, RIVERSIDE, CA 92507
 SCALE AS SHOWN DATE 06/05/00

IOWA AVENUE

**BUILDING "L" PORTION OF ROUGH GRADING PLANS
 FOR UNIVERSITY VILLAGE NORTH END DATED 6/1/00**