

**ENCROACHMENT PERMIT**

The Regents of the University of California, a California corporation, the Owner of the property located along Iowa Avenue, Everton Place and Martin Luther King Boulevard in the City of Riverside, bearing Assessors Parcel Nos. 253-080-013, 253-080-015, 253-050-005, 253-050-008, and 253-080-012, hereby requests permission to construct and maintain a communications conduit system and cables within the public right-of-way of Everton Place, Iowa Avenue and Martin Luther King Boulevard as shown on **EXHIBIT A** attached hereto.

Upon issuance of this permit, Owner agrees to comply with the attached terms and conditions.

Regents of the University of California,  
a California corporation, on behalf of its  
Riverside campus

Date 02/03/03

BY: *C. Michael Webster*  
C. Michael Webster  
Vice Chancellor of Administration

**Applicant's Address and Phone:**  
University of California, Riverside  
Attn: Real Estate Services Manager  
B-206 Highlander Hall  
Riverside, CA 92521  
(909) 787-3388(909) 787-3299 (fax)

**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~~ <sup>Kevin Mulligan</sup> *Kevin Mulligan* 2/5/03
- Public Utilities Electric - Pat Hohl *Pat Hohl* 2-5-03 sec 9 Richard

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

**FINAL APPROVAL**

Date 2/4/03

*Thomas Boyd*  
Thomas Boyd,  
Interim Public Works Director

## TERMS AND CONDITIONS

1. The Regents of the University of California, a California corporation, on behalf of its Riverside campus ("Permittee") acknowledges that the area of encroachment is owned or controlled by the City of Riverside ("City").
2. Permittee acknowledges that the described property could be needed for a proposed or planned public improvement and the City may revoke this permit by giving Permittee one hundred eighty (180) days' advance written notice. Upon receipt of said notice, Permittee shall, within the time prescribed by the City (but not less than 180 days), remove all improvements placed, constructed or maintained within the City's right-of-way. If Permittee fails to abide by the removal order of the City, the City shall have the right to remove and dispose of the improvements without reimbursement to Permittee. The cost of such removal and disposal shall be paid by 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 other 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 Permittee is in default of the terms of this permit, any such default shall be grounds for revocation of this permit. However, prior to revoking this permit on the grounds of default, the City shall first give Permittee notice and an opportunity to cure the default within fifteen (15) days of said notice, unless a longer period is mutually agreed to by the parties.
5. Permittee shall indemnify, defend and hold harmless the City of Riverside, its officers, agents, and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this permit, including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Permittee, its officers, agents, or employees.
6. Prior to any construction taking place on City property, Permittee shall obtain a Construction Permit or Street Opening Permit from the City Public Works Department.
7. Permittee agrees to ensure that construction of its improvements will not interfere in any way with any existing City or utility facilities.
8. Permittee acknowledges that existing city or utility facilities will require future maintenance, reconstruction, and revisions and that facilities may be added, any of which may require alteration of Permittee's improvements, without reimbursement to Permittee. City shall give Permittee ninety (90) days' advance written notice of any required alteration of Permittee's improvements and shall coordinate any such work with Permittee to ensure that any alteration of the improvements causes minimal disruption or damage to Permittee's information and communications systems and cables.

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. It shall be Permittee's responsibility to determine the location and required clearances from all public and private utility, sewer and drainage facilities prior to drilling, and Permittee shall only drill in compliance with such clearance requirements.
10. At the time of execution of this Encroachment Permit, Permittee has provided its Fiber Optic Cable Route ("Cable Route") to City, which includes identification of the subject rights of way (i.e., street names) and relevant maps, charts or diagrams. Permittee's Cable Route is attached hereto as **Exhibit A**. If at any time Permittee desires to deviate from the Cable Route, or if the Cable Route is implemented by the Permittee in a programmatic manner, prior to the implementation of the deviation or a successive phase, Permittee shall transmit a copy of the proposed deviation or phase to the City's Real Property Services Manager and the Public Works Director. The Public Works Director shall then have thirty (30) days to approve or reject the proposed deviation or successive phase, which approval shall not be unreasonably withheld.
11. In exchange for the rights granted herein, Permittee agrees to pay the City for the use of the City property at a cost of \$1.50 per foot. Permittee's current Cable Route includes installation of 36 dark fibers in new conduits representing 666 feet, and 24 dark fibers in new conduits representing 20 feet, for a total of 686 feet. Upon payment to the City of the sum of One Thousand Twenty-nine Dollars (\$1,029.00) and full execution of this Encroachment Permit, Permittee shall be entitled to install the dark fibers in accordance with Permittee's Cable Route. A breakdown of these figures is attached as **Exhibit B** to this Permit. It is understood between the parties that this Permit does not extend to Williams Communications, and that Williams Communications must first obtain a Permit and pay the appropriate fees to the City prior to lighting any fibers within the conduits.
12. Permittee's use of the City's property and Permittee's exercise of the rights granted herein shall not interfere with, or inconvenience, the public's use of the property, including without limitation, City facilities, City operations, any existing City or utility facilities or any other lawfully permitted facilities.
13. Permittee shall be solely responsible for supervision, monitoring and performance of work by Permittee and Permittee's employees, contractors and subcontractors on the City's property, as well as the monitoring and abatement of any nuisance that is caused, or may be caused, by Permittee's implementation of the Cable Route or use of the City's property.
14. Permittee shall perform or cause to be performed all work under this Encroachment Permit in accordance with the standard of care applicable in California to work performed in a safe and sanitary condition. Permittee shall promptly respond to and remedy any and all deficient conditions which may exist or hereafter develop within the City's property. Permittee shall also bear the sole responsibility and costs of remedying any and all damage to the City's property which in any way results from or arises out of the implementation of the Cable Route or Permittee's use of the property, including, but not limited to, soil contamination, flooding, explosion, fire, erosion, and soil subsidence.

**NOTE: SEWER AND STORM DRAIN FACILITIES ARE NOT MARKED AS PART OF THE DIG ALERT PROGRAM. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO DETERMINE THE ACTUAL LOCATION OF THESE FACILITIES.**

**Special Departmental Conditions Attached:**

**SPECIAL DEPARTMENTAL CONDITIONS**

**PUBLIC WORKS:**

Permittee acknowledges that the proposed encroachment of a private communication duct may not be shown as a public utility and therefore may not be marked under existing Underground Service Alert guidelines. Permittee further acknowledges that the City will continue to issue Street Opening Permits for the installation of other facilities, and that the issuance of these permits may result in accidental damage to Permittee's improvements.

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, any accidental damage caused to Permittee's improvements by any future construction and/or maintenance done by the City, its officers, agents or employees, or as a result of the City's issuance of Street Opening Permits in the described area. Said hold-harmless agreement does not, however, extend to those to whom any such Street Opening Permits are issued by the City, nor to those who dig into the street without first obtaining a permit to do so,

City of Riverside and Permittee each hereby waives any right of recovery against the other due to loss of or damage to the property of either City of Riverside or Permittee when such loss of or damage to property arises out of the acts of God or any of the property perils whether or not such perils have been insured, self-insured or non-insured.

Acknowledgment of Special Conditions:

Regents of the University of California,  
a California corporation, on behalf of its  
Riverside campus

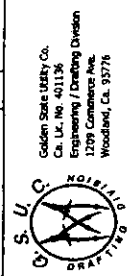
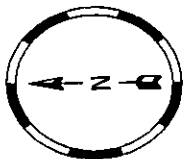
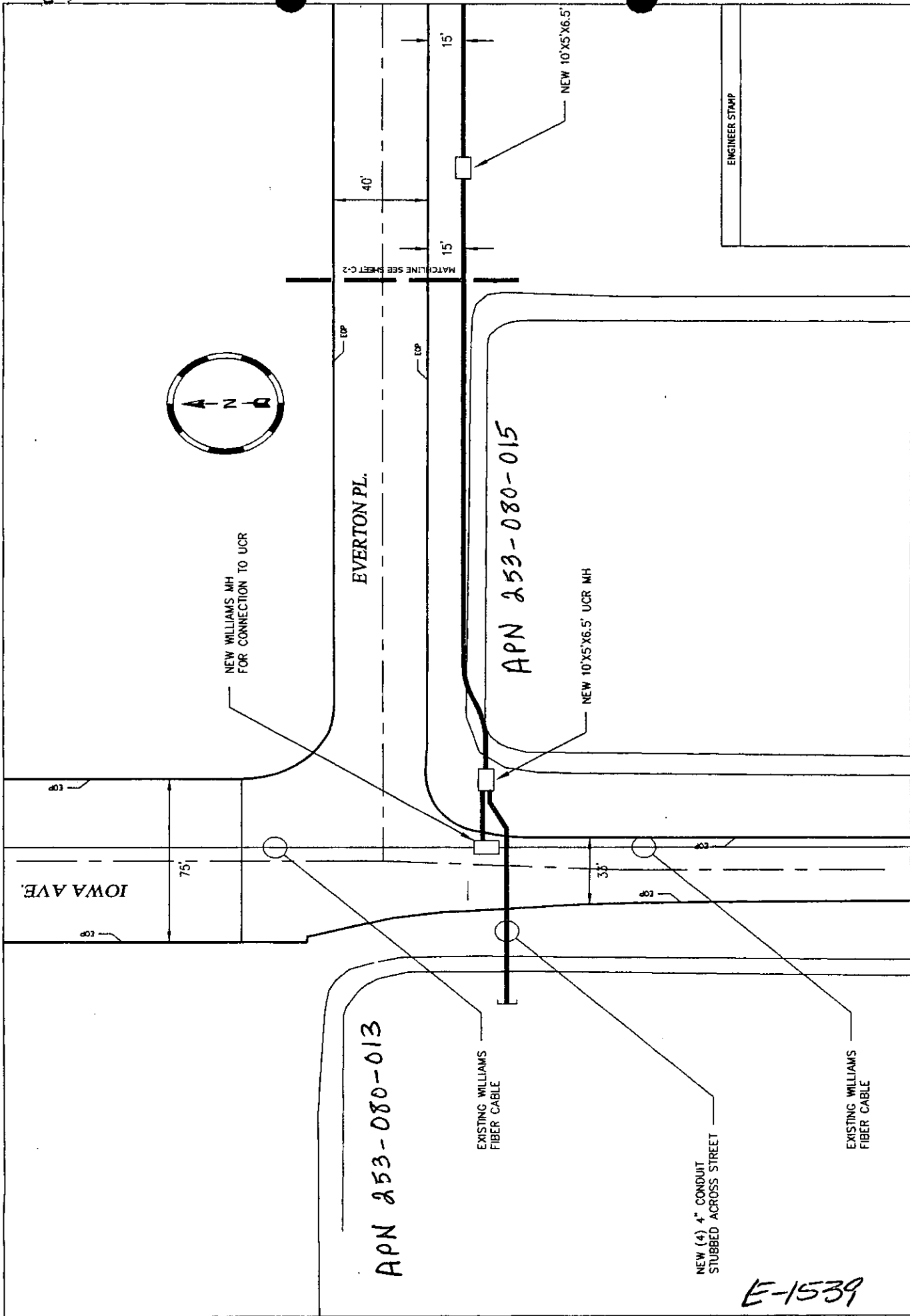
DATE 02/03/03

BY: C. Michael Webster  
C. Michael Webster  
Vice Chancellor of Administration

City of Riverside

DATE 2/4/03

By: Ann Boyd  
Name:  
Title:



REV.	DATE	DESCRIPTION	BY	CHK	APP'D

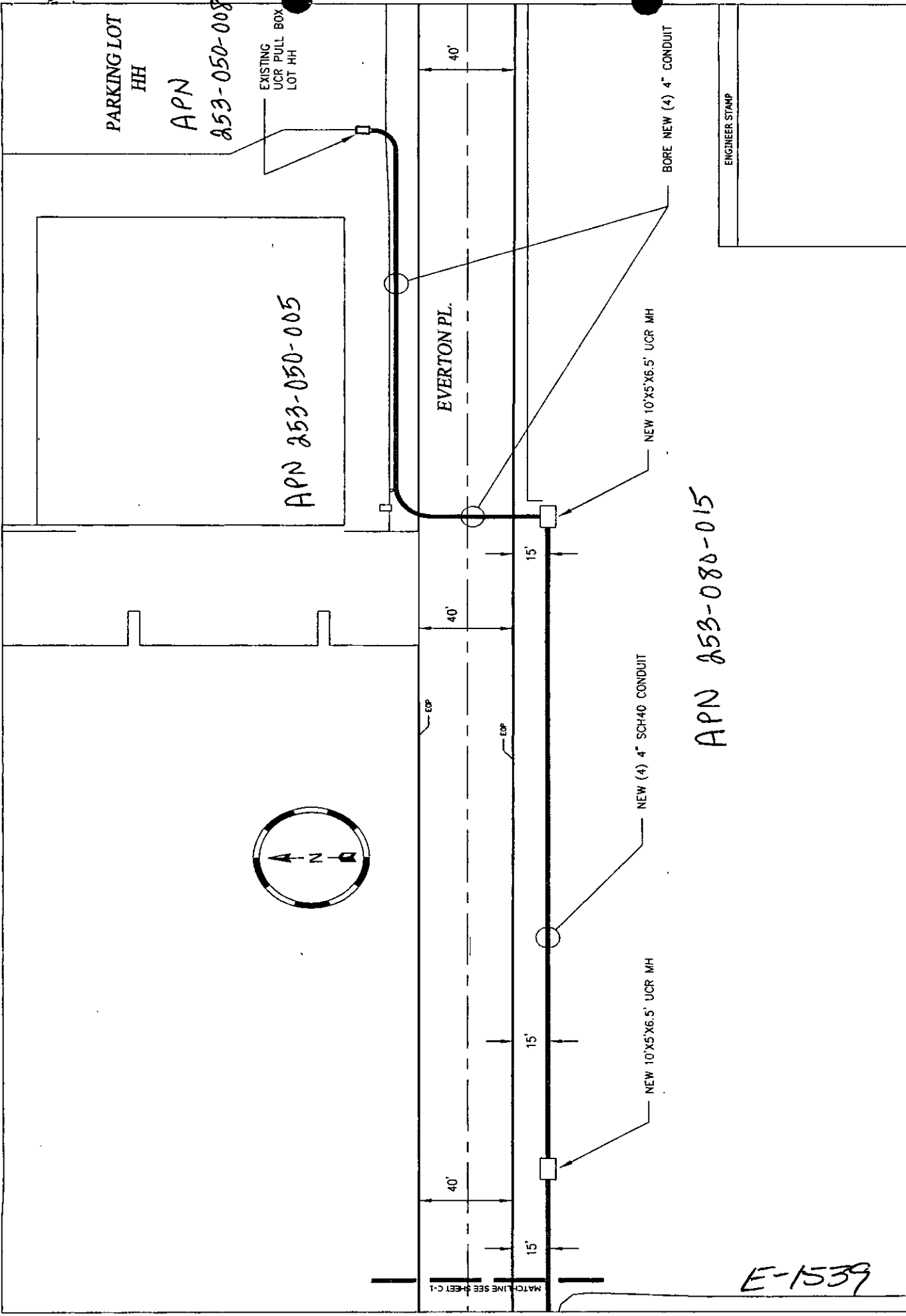
Job No.	TBD
GSJC Engineer	M. CARON
GSJC Designer	M. CARON
GSJC Checker	
GSJC Approver	

Date	11/19/02
Dr. Bx	M. CARON
Sheet Number	C-1 3 of 12

**C-1**

ENGINEER STAMP

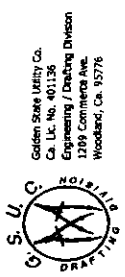
E-1539



ENGINEER STAMP

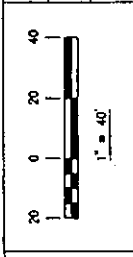
APN 253-080-015

E-1539

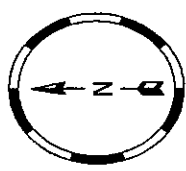
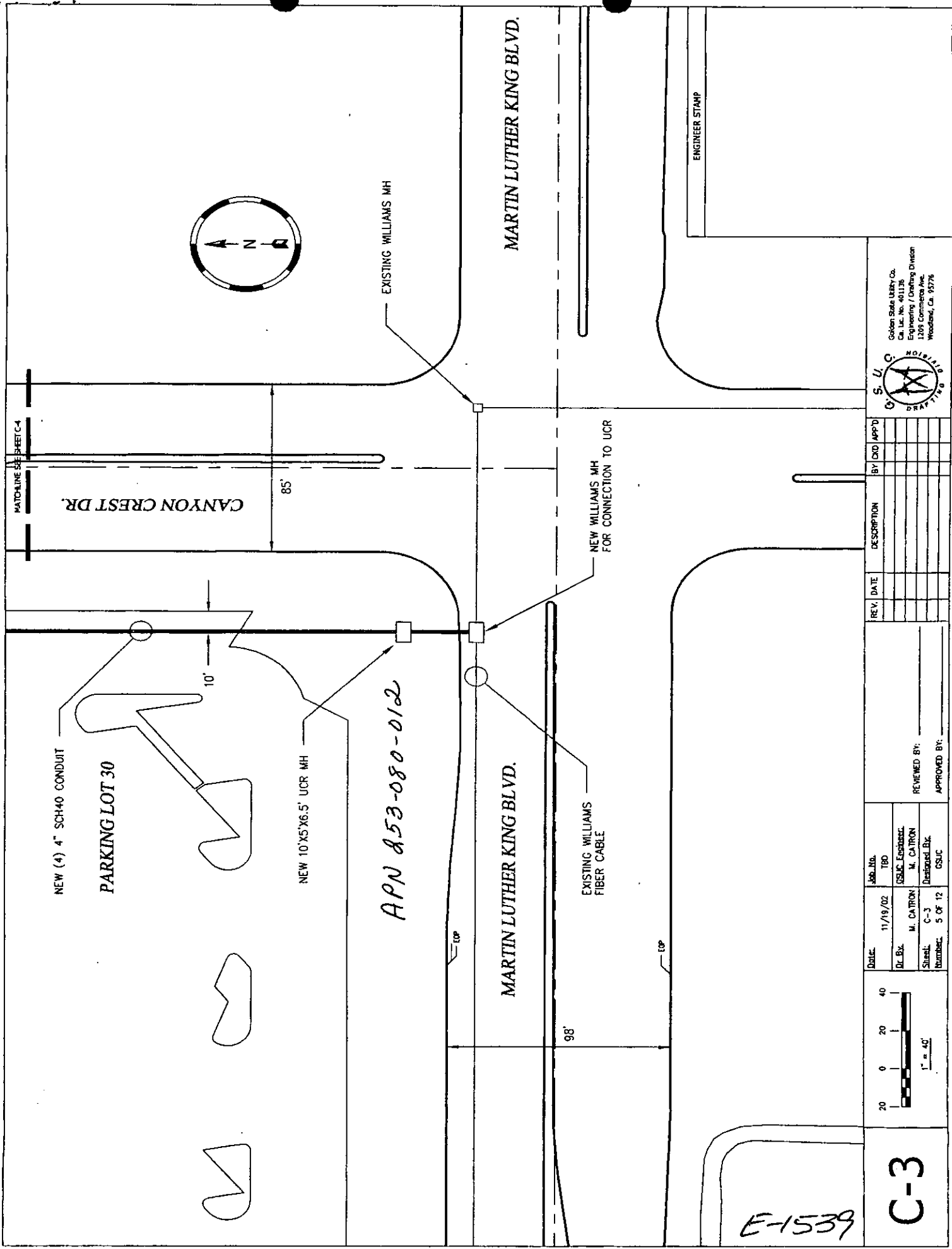


REV.	DATE	DESCRIPTION	BY (C/D)	APP'D

Job No.	TBD
Date	11/19/02
Dr. By	M. CATRON
Checked By	C-2
Sheet Number	4 OF 12
Reviewed By	M. CATRON
Approved By	CSUC



C-2



APN 853-080-012

E-1539

C-3

Golden State Utility Co.  
 Cal. Lic. No. 401126  
 Engineering / Drafting Division  
 1206 Commercial Ave.  
 Woodland, Ca. 95776



REV.	DATE	DESCRIPTION	BY	CHK	APP'D

REVIEWED BY:  
 APPROVED BY:

DATE:	11/19/02	DR. No.	TBD
DL. No.	M. CATRON	CSLIC. Expires:	M. CATRON
Sheet Number:	C-3	Designated. Etc.	CSLIC
	5 OF 12		



ENGINEER STAMP



Exhibit B

City of Riverside Encroachment Permit Fees for UCR Internet 2 Connections

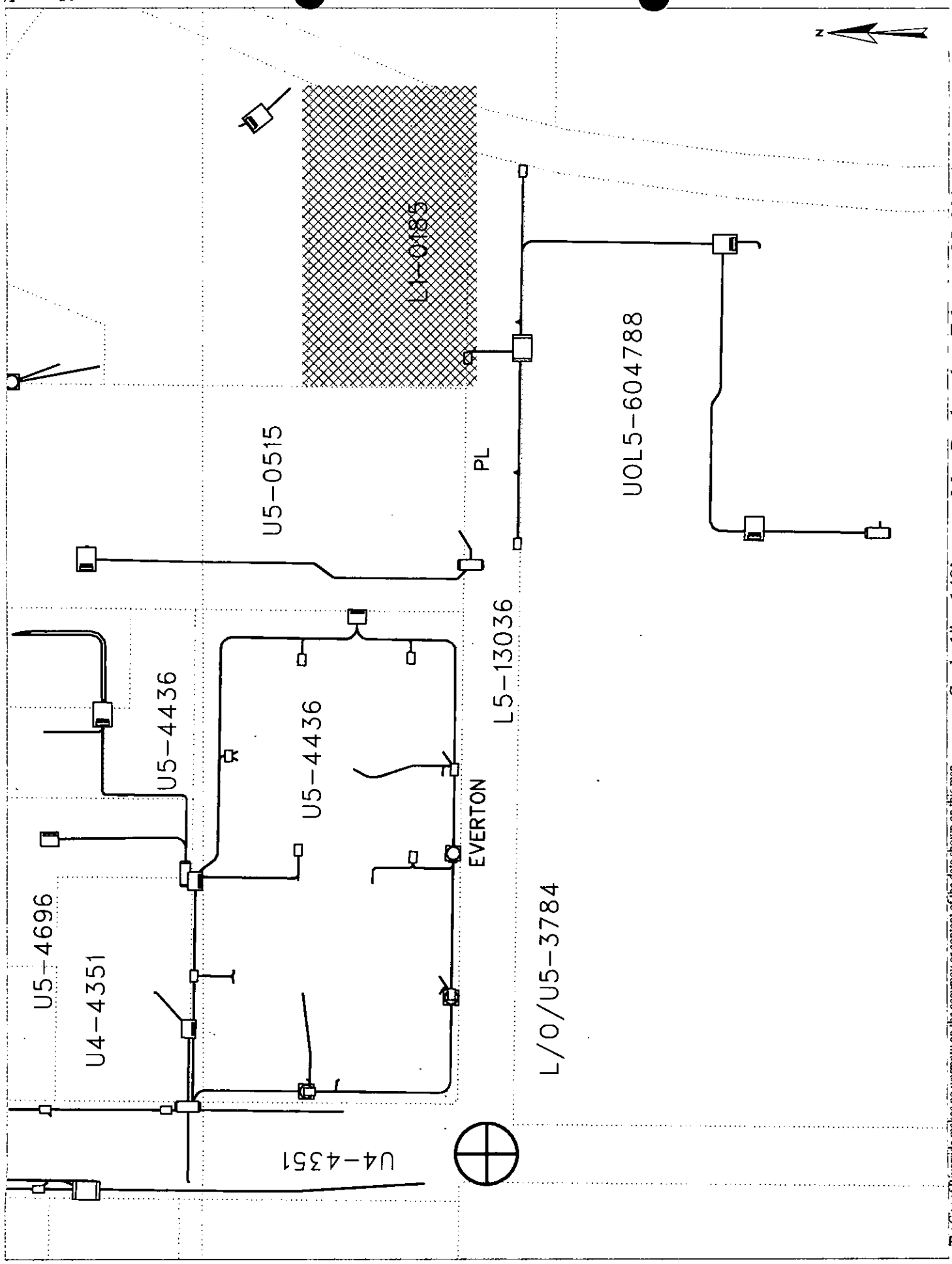
location	Conduit			Fiber Strand Count				
	count	distance (ft.)	total footage	cost per foot	encroachment permit fee	cable strands	distance (ft.)	Strand footage
cross everton	4	67	268	\$1.50	\$402.00	36	67	2412 ft.
cross Iowa	4	90	360	\$1.50	\$540.00	0	90	0
to Iowa Manhole	1	38	38	\$1.50	\$57.00	36	38	1368 ft.
to MLK manhole	1	20	20	\$1.50	\$30.00	24	20	480 ft.
Totals for Paragraph 11			686		\$1,029.00			4260 ft.

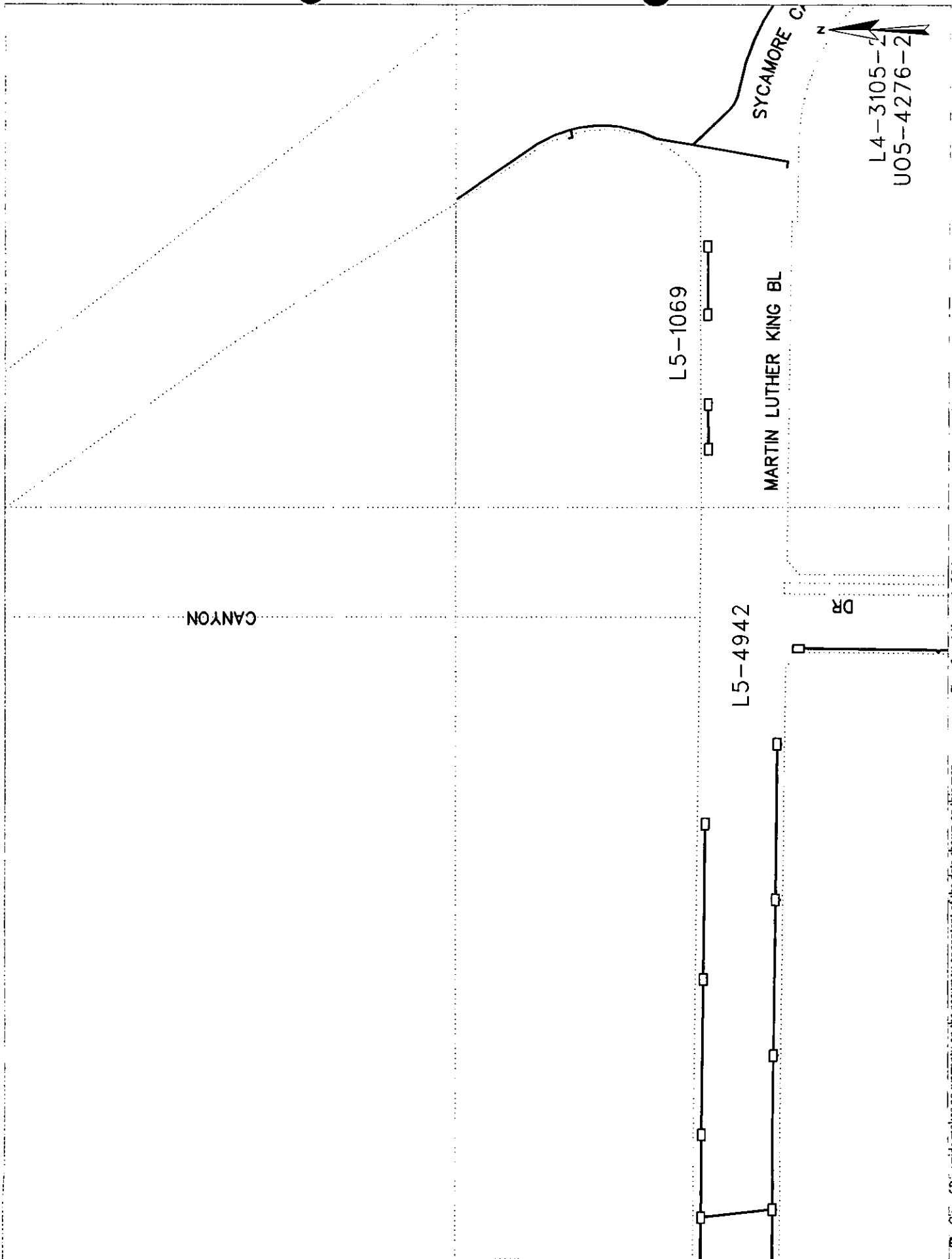
E-1539

SPECIAL DEPARTMENTAL CONDITIONS

PUBLIC UTILITIES ELECTRIC

Permittee shall protect existing electric utility facilities in place.





L4-3105-2  
 U05-4276-2

Map Produced on February 05, 2003 by pat

Scale 1" = 160'

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