

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, permission is hereby granted to RON FISHERING
3496 Commerce Street

his heirs and assigns, hereinafter referred to as "Permittee" to use and occupy the following described property. That portion of the public street right of way of 5th Street adjacent to Lot 37 in Block 4 of White's Addition, as shown by map on file in Book 6 of Maps, at Page 48 thereof, records of San Bernardino County, California, as shown by attached Exhibit "A",

in accordance with the terms hereof.

1. Permittee shall use and occupy the described property only in the manner and for the purposes as follows: Construction and maintenance of a 6' high chain link fence encroaching a maximum of 11' into the public street right of way as shown by attached Exhibit "A".

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 notice of revocation by the City. Upon the expiration or revocation, Permittee shall, within the time prescribed by the City, remove all improvements or obstructions placed, constructed or maintained by the Permittee. If the Permittee fails to abide by the removal order of the City within the time prescribed, the City shall have the right to remove and destroy the improvements without reimbursement to the Permittee and the cost of such removal shall be paid by the Permittee to the City of Riverside 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 of the improvements or any action of the City of Riverside, its officers, agents or employees taken in accordance with the terms hereof.

5. Finding and determination by the City Council of the City of Riverside that the Permittee, or his heirs and assigns or successors in interest, 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, action 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 his agents, employees or contractors within the described property.

DATED: Aug. 22, 1985

CITY OF RIVERSIDE, a municipal corporation

By Al Brown Mayor

Attest Alice A. Hare City Clerk

The foregoing is accepted by:

(Signature(s) of Permittee)

[Signature]

APPROVED AS TO CONTENT

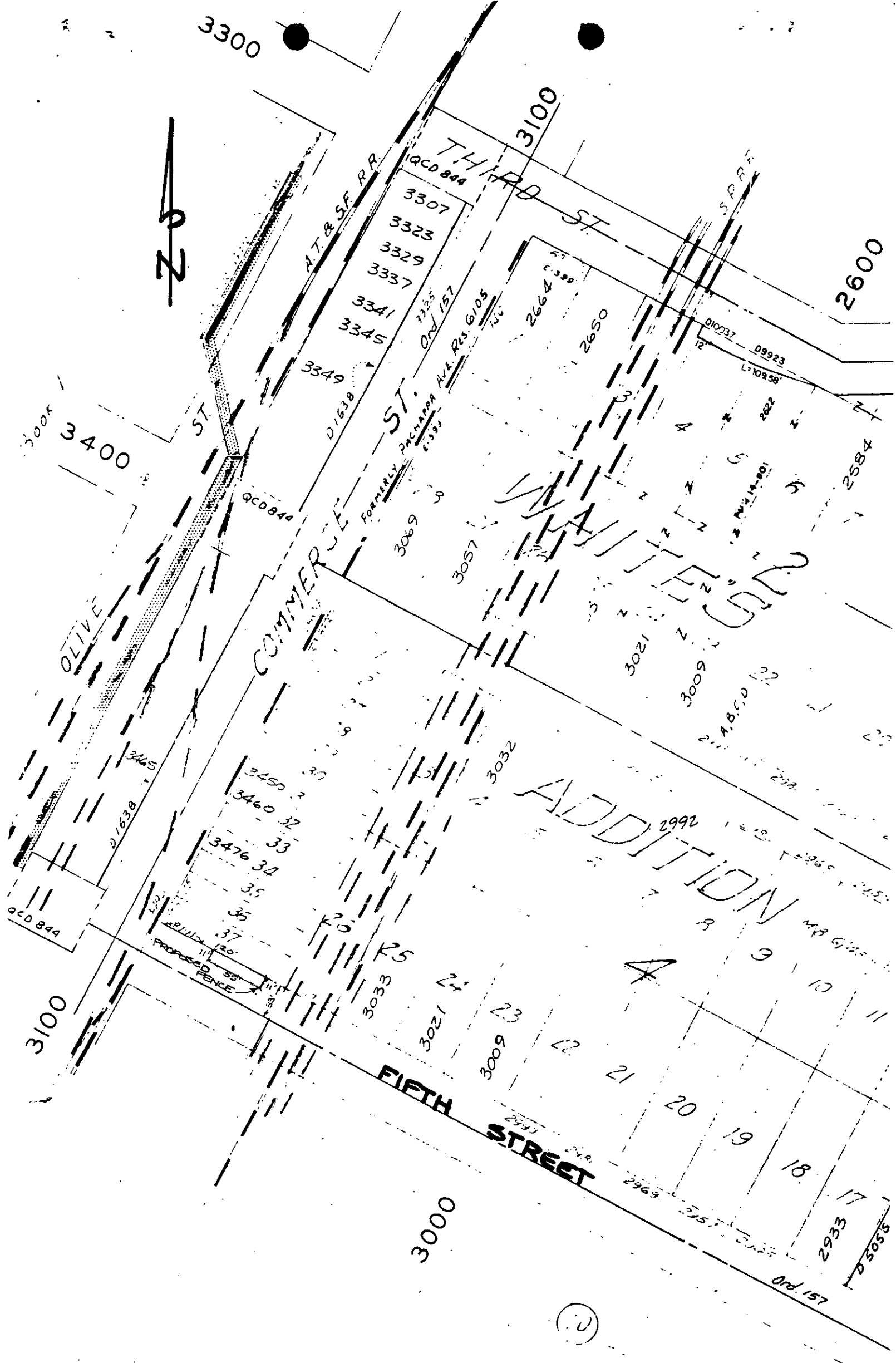
William D. Gardner
Department Head

APPROVED AS TO FORM

John Woodhead
City Attorney

CITY MANAGER APPROVAL

Robert E. Tennant
City Manager





MCDOW'S FENCE COMPANY

LIC. NO. 332377

18216 VALLEY BLVD.
BLOOMINGTON, CA 92316

(714) 829-1766 (714) 877-3919

McDow's Fence Co. agrees to install on the property:

Date 6-28-85

Owned by BOB FISHBURN

Contract No. _____

Street Address 3496 Commercial City Riverside

Phone 623-1415

State Calif Zip _____

Lineal ft. 22' ft. High _____ Type _____

Fencing as Specified Below:

Lineal Ft. 6 ft. High Chain Link Type 1 1/2 (R.B.L.)

Lineal ft. with ft. High _____ Type _____

3 strands of Barb wire

Specifications:

Twist Up Knuckle Permit Yes

Inside Outside No

FABRIC: 6' Chain Link

TERMINALS: 2 3/8" Set 24"

GATE POSTS: 2 3/8" Set 24"

LINE POSTS: 1 7/8" Set 24"

TOP RAILS: 1 3/8"

BRACE: _____

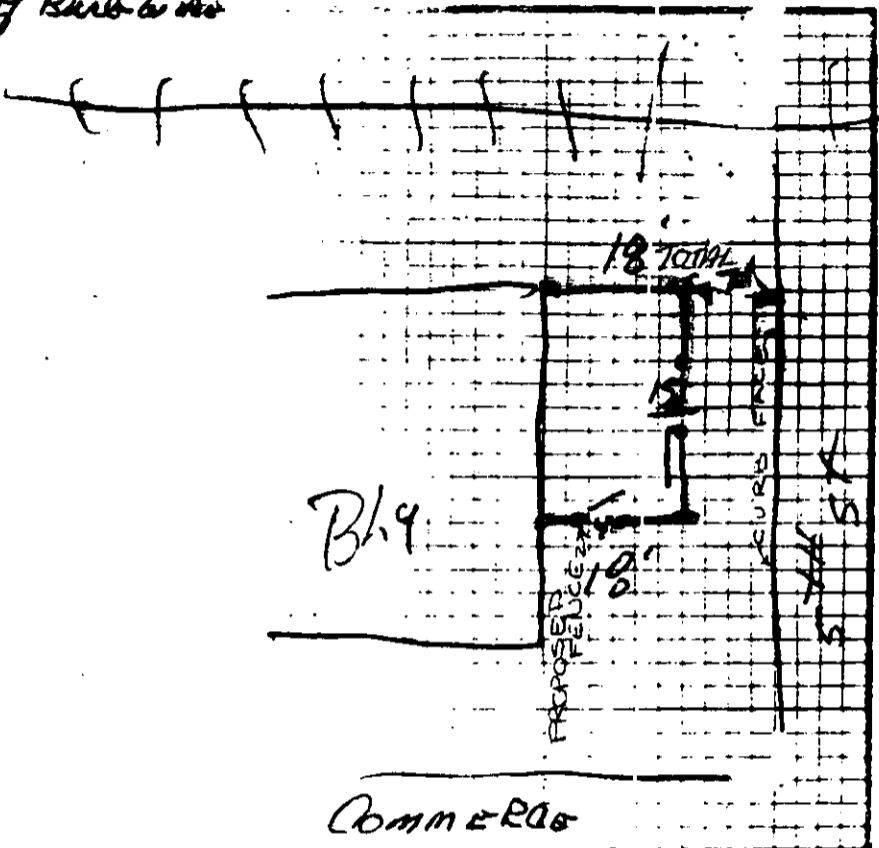
GATES: 1- 15' x 6' + 3 slide

GATES: 1- 4' x 6' + 3 walk

GATES: _____

Total material and installation \$ 717.00

Terms: Cash on Completion



CONTRACTOR AND PURCHASER FURTHER AGREE AS FOLLOWS: More or less footage, gate, and / or terminal posts shall be charged or credited in accordance with the above bid figures. All other subject to final approval by Sales Manager. Contractor shall not be responsible for property line locations with fence installations. Contract price, above stated, shall be due and payable in cash upon completion of work, unless herein above otherwise specifically stated. Any contract not so paid shall be subject to an interest rate of 18 percent per annum commencing thirty days after completion of said work. All materials remain the property of the contractor until contract is paid in full.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 1020 N Street, Sacramento, California 95814.

Accepted: **MCDOW'S FENCE COMPANY**
By: [Signature]

Accepted: _____
Signature of Purchaser [Signature]
Mailing Address _____