



TERMS AND CONDITIONS:

1. Owner, Owner's successors, heirs, or assigns hold the City harmless from all claims, lawsuits, costs, and damages for any person or property arising out of or in any way connected with the maintenance and use of said Permitted Encroachment, except where such injuries or damages are caused solely by the negligence of the City, its agents, or employees;
2. If the City, its successors, assigns or grantees, shall at any time in its sole discretion determine that it is necessary to do so for the purpose of maintaining City facilities, it shall be privileged to remove or alter the above-mentioned Permitted Encroachment and which the City agrees to restore as nearly as is practical to their former condition, all at Owner's cost. Owner, Owner's successors, assigns and grantees, hereby releases the City from any and all liability for damage caused to the Permitted Encroachment by any such removal, altering and restoring. Owner, Owner's successors, assigns and grantees further releases the City from any and all liability for loss of or damage to the Permitted Encroachment which may be caused by, result from or be related to the presence or malfunctioning of the City's facilities, regardless of whether its negligence may contribute to such loss or damage.
3. The City may, at its sole discretion, terminate this consent to encroach by giving Owner, Owner's successors, assigns, agents or licensees written notice of such termination. Such written notice of termination shall be delivered by U. S. Postal Service certified mail delivery. Upon receipt of such notice, Owner, Owner's successors, assigns, agents or licensees shall have sixty (60) calendar days to cause the removal of said Permitted Encroachment. If the Permitted Encroachment has not been removed within said 60 days, the City may cause the removal the Permitted Encroachment, the cost of which removal by the City shall be solely borne by the Owner, Owner's successors, assigns, agents, or licensees, and which cost may be attached as a lien against Owner's property described above.
4. The exercise and enjoyment, by Owner's successor, assigns, agents or licensees, of their rights and privileges to which the City has herein granted its consent to encroach shall constitute affirmative acceptance by such successors, assigns, agents or licensees of the terms herein contained; provided, however, that the City reserves the right to require that any such successor, assign, agent, or licensee further signify in a recordable instrument acceptance of such terms and conditions, and should any such successor, assign, agent or licensee refuse upon written request to execute such instrument, the rights and privileges herein consented to shall thereupon automatically terminate.
5. The Owner shall submit construction drawings associated with the proposed Permitted Encroachment to the City Building Department for review and permitting prior to constructing the Permitted Encroachment. In no case shall any construction associated with the Permitted Encroachment take place a building permit is obtained from the City Building Department. The proposed improvements shall conform to the minimum design criteria set forth in all applicable State, County, and City statutes,



