ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, permission is hereby granted to John F. & Janet L. Tavaglione
3709 Arlington Avenue
Riverside, CA 92506

their heirs and assigns, hereinafter referred to as "Permittee" to use and occupy the following described property.

That portion of public right of way at the northwest corner of Arlington Avenue and Brockton Avenue adjacent to portions of Lots 43, 46, 47 and 50 of Block 1 of the Tibbetts Tract, Mapbook 2, Page 35, San Bernardino County as shown on the attached Exhibit "A", Sheet 1 of 2,

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 freestanding monument sign encroaching into the right of way as shown on the sttached Exhibit "A", Sheet 1 of 2.

1a. The sign, shown on Exhibit "A", Sheet 2 of 2, shall conform to all regulations that would be applicable if placed on-site.

1b. The existing signpost shall be removed from the right of way prior to construction of the new sign.

1c. The permittee, by acceptance of this permit, acknowledges that the issuance of this permit shall not assure issuance of a new permit for a new location when the planned public improvement (see Condition No. 3) is constructed in the future.

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: July 19, 1984

CITY OF RIVERSIDE, a municipal corporation

By _____ Mayor

Attest _____ City Clerk

The foregoing is accepted by:

_____

(Signature(s) of Permittee)

_____

_____

_____

_____

_____

APPROVED AS TO CONTENT

_____
Department Head, Public Works

_____
Department Head, Planning

APPROVED AS TO FORM

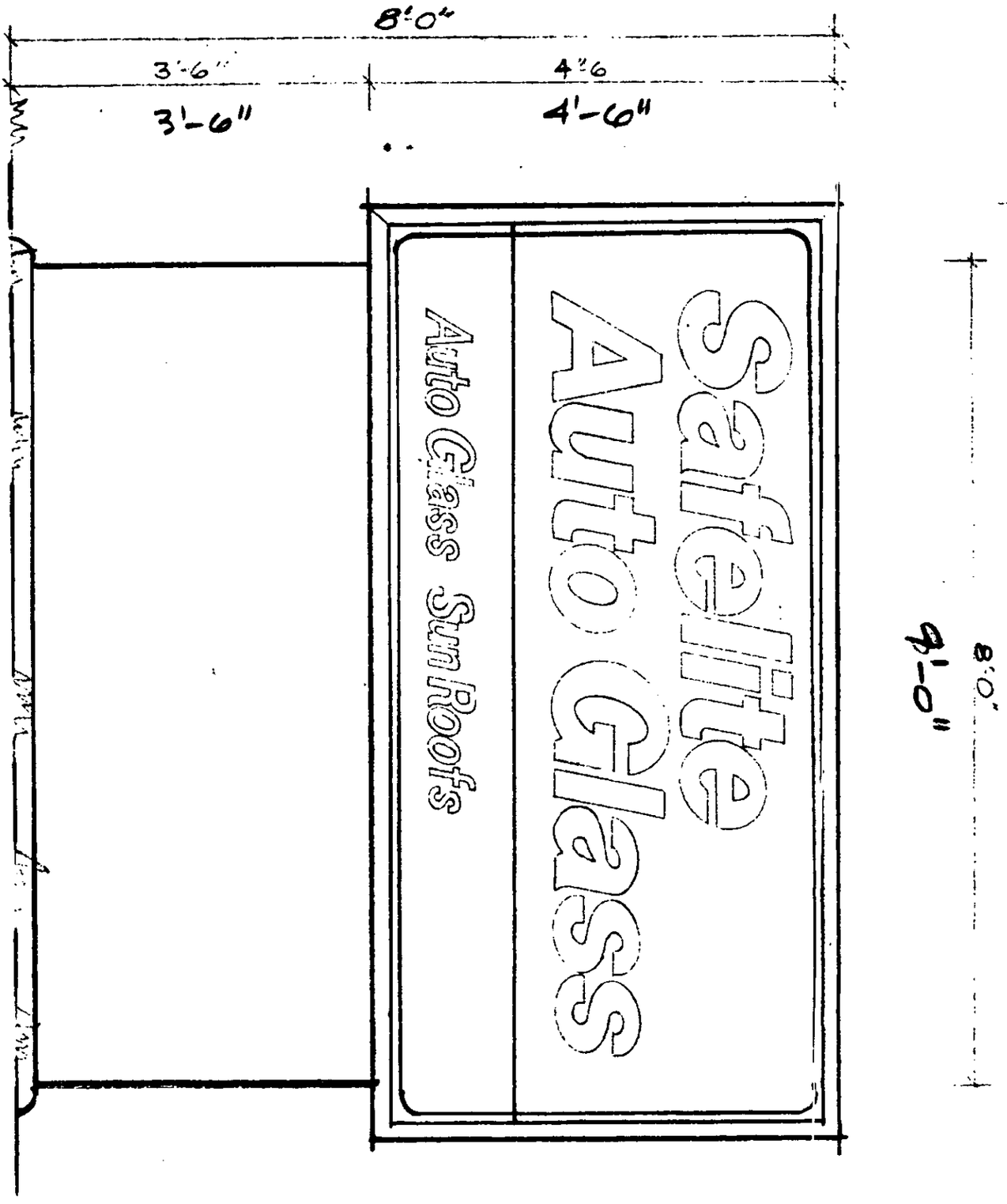
_____
City Attorney

CITY MANAGER APPROVAL

_____
for City Manager

CL 415-A
(Rev. 8/68)

E-706



C-906

EXHIBIT "A"
Sht. 2 of 2