

When recorded mail to:  
City Clerk's Office  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, CA 92501

130320

FREE RECORDING (Govt Code 5103)

1 AGREEMENT FOR RELOCATION OF IMPROVEMENTS

2 Parcel Map No. 9462, northerly side of University Avenue and east of  
3 Cranford Avenue.

4 The undersigned, the owners of the property hereinafter described, herein-  
5 after referred to as "Owners", having received from the City of Riverside, herein-  
6 after referred to as "the City", approval of Owners' application for a parcel map  
7 as identified by Parcel Map Number 9462, and in consideration of such approval,  
8 do hereby agree as follows:

9 1. Owners bind themselves and their successors and assigns in interest  
10 to the hereinafter described property, to relocate and construct certain improve-  
11 ments and street paving as more fully described in paragraph 6 of this Agreement.

12 2. The property affected by this Agreement, hereinafter referred to as  
13 "the property", is more particularly described as:

14 That portion of Parcel 3, as shown by Parcel Map recorded  
15 January 6, 1971 in Book 2 page 90 of Parcel Maps, Records  
of Riverside County, California, described as follows:

16 Beginning at the northwest corner of said Parcel 3;  
17 Thence South 00° 12' West along the westerly line of said  
18 Parcel 3, a distance of 293.05 feet to an angle point therein;  
19 Thence South 51° 10' 53" East along the southwesterly line  
of said Parcel 3, a distance of 12.80 feet to the southerly  
line thereof;  
20 Thence South 89° 52' East along the southerly line of said  
Parcel 3, a distance of 193.00 feet;  
21 Thence North 00° 12' East and parallel with the westerly line  
of said Parcel 3, a distance of 300.45 feet to the northerly  
line thereof;  
22 Thence North 89° 46' West along the northerly line of said  
Parcel 3, a distance of 203.00 feet to the point of beginning.

23 EXCEPTING THEREFROM the East 10.00 feet.

24 3. This Agreement is executed in lieu of the performance bond which  
25 would be required in the absence of such an Agreement.

26 4. The property abuts the northerly side of a one-hundred (100) foot  
27 wide University Avenue right-of-way, which right-of-way is presently improved  
28 on the northerly side with curb and sidewalk to within thirty-two (32) feet of  
29 the centerline of University Avenue.

30 5. The City plans to widen University Avenue at some time in the future  
31 so that the paved roadbed of University Avenue will extend for forty (40) feet  
32 northerly and southerly of its centerline, said widening being in conformance

Please record for the benefit of the City of Riverside  
Property Services Manager

DESCRIPTION APPROVAL  
by George K. [Signature] 7/27/77

1 with the City's General Plan.

2 6. At such time as the City widens University Avenue as described in  
3 paragraph 5 of this Agreement, Owners will remove and relocate the existing curb  
4 fronting on the University Avenue side of the property to the extent necessary  
5 that all such curb and sidewalk is forty (40) feet from the centerline of  
6 University Avenue, and Owners will construct appropriate paving, gutter, aprons  
7 and cross-gutters, driveway approaches and parkway gradings in accordance with  
8 plans and specifications approved by the City, all of said work and improvement  
9 being constructed at Owner's expense.

10 7. Owners will commence the work described in paragraph 6 of this  
11 Agreement within ninety (90) days after the City gives Owners written notice to  
12 proceed with said work, and Owners will complete said work within the time  
13 prescribed by the City.

14 8. At the option of the City, if the City elects to perform the above  
15 described work itself, or have it performed on the City's behalf, then, within  
16 thirty (30) days after demand by the City, Owners shall pay City in full for the  
17 cost of such work.

18 9. In the event Owners default in their obligations as contained in  
19 paragraph 7 or paragraph 8 of this Agreement, and the City performs the work or  
20 has it performed, then Owners shall pay to the City interest on the costs of  
21 performing such work, said interest being at the rate of seven per cent per annum  
22 on the unpaid principal, from and after the date of such default.

23 10. In the event that legal action becomes necessary to enforce any of  
24 terms of this Agreement, Owners agree to reimburse the City for its costs and  
25 reasonable attorney fees incurred in any such action.

26 11. This Agreement shall run with the land and shall be binding upon  
27 the undersigned, its successors and assigns.  
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IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed on the dates subscribed hereto.

RIVERSIDE NATIONAL BANK,  
a National Banking Association

Date: 10-27-77

By: Michael C. Billings  
Michael C. Billings, President

APPROVED AS TO FORM  
John Woodruff  
CITY ATTORNEY

STATE OF CALIFORNIA  
COUNTY OF Riverside } ss. **130320**  
On October 27, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael C. Billings known to me to be the President, and -- known to me to be the -- Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.  
WITNESS my hand and official seal.  
Signature Mary H. Marsh  
Mary H. Marsh  
Name (Typed or Printed)

(This area for official notarial seal)

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RECEIVED FOR RECORD  
AT 1:00 O'CLOCK

APR 13 1992

Recorded in Official Records  
of Riverside County, California

*Willie E. [Signature]*  
Recorder  
Fees \$.