

ENCROACHMENT PERMIT

(to be completed by applicant)

~~REDEVELOPMENT AGENCY~~, the ~~Owner~~ Lessee of the property located at MISSION INN AVE & MAIN STREET in the City of Riverside, Assessors Parcel No. N/A hereby requests permission to CONSTRUCT AND MAINTAIN AN ATM KIOSK

in the public right of way of MAIN STREET (PED MALL) for the _____ easement at the rear side/ front of said property. The attached drawing shows the requested encroachment. Upon issuance of this permit, I agree to comply with the attached terms and conditions.

24-8

Date 1/17/96
* Robert Walsh
*

ENCROACHMENT PERMIT APPROVAL

(to be completed by City)

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, but is only revocable permission to use the land for the purpose described.

- Public Utilities Water B. Sempr 9/22/95
- Public Utilities Electric Buttman 2/2/96
- Planning Neurin Mitchell-Hibon 1/31/96
- Parks and Recreation _____
- (other) _____
- (other) _____

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

Date 1/29/96
Barry Bell
Public Works Director

Encroachment Permit No. 1327

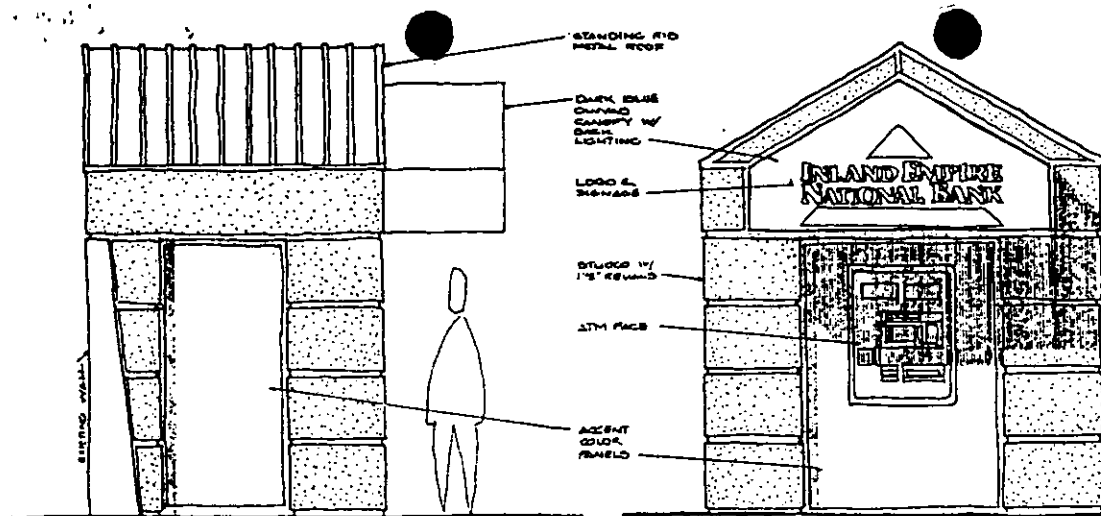
TERMS AND CONDITIONS

The following indicated terms and conditions apply to encroachment permit no. E-1327.

1. Permittee acknowledges that the area of encroachment is owned or controlled by the City of Riverside.
2. Permittee acknowledges that the described property could be needed for a proposed or planned public improvement and the City may revoke this permit. Upon written notice of revocation, the permittee shall, within the time prescribed by the City, remove all improvements placed, constructed or maintained. If the permittee fails to abide by the removal order of the City, the City shall have the right to remove and destroy the improvements without reimbursement to the permittee. The cost of such removal shall be paid by the 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 action of the City, its officers, agents or employees taken in accordance with the terms herein.
4. If the City Council of the City of Riverside finds that the permittee is in default of the terms of this permit, that shall be cause for revocation.
5. 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 the construction, encroachment, and/or maintenance to be done by permittee within the described property.
6. Prior to any construction taking place on City controlled property, permittee shall obtain a Construction Permit or Street Opening Permit from the City Public Works Department.
7. The permittee agrees to insure that construction of their improvements will not interfere in any way with existing City or utility facilities. The existing facilities will require future maintenance, reconstruction and revisions and facilities may be added, any of which may result in removal or alteration of the permittee's improvements without

reimbursement to the Permittee. 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. 1-800-422-4133

8. Permittee understands this Encroachment Permit will expire November 15, 2000, and agrees to remove the Kiosk, however, Permittee may request the term of this Encroachment Permit be extended, subject to the review and approval of the Public Works Director.
9. Sign permits will be required and will be subject to Planning Department review.



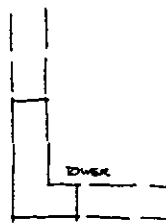
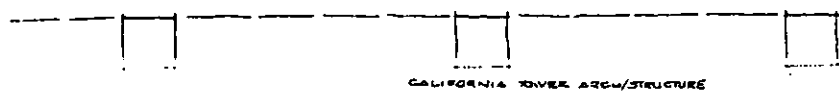
SIDE ELEVATION 7/8" x 1'-0"

COLOR PALETTE SIMILAR TO CALIFORNIA TOWER

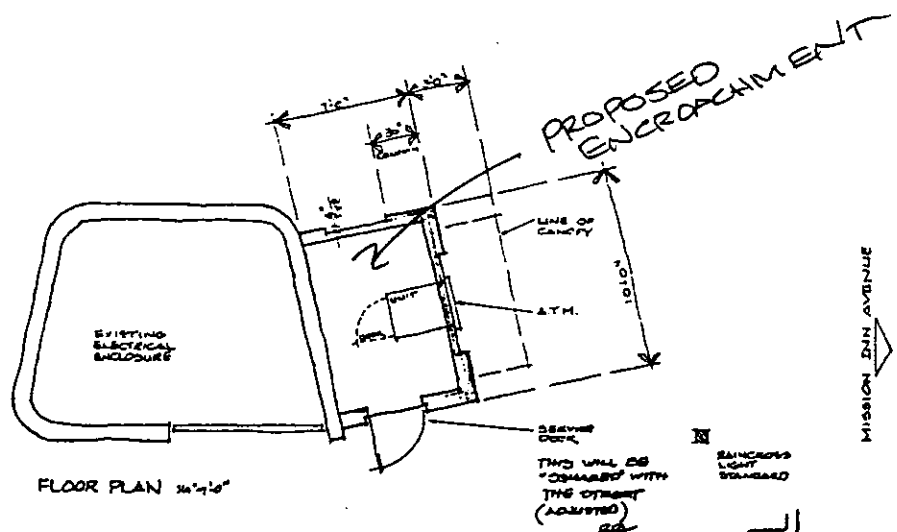
FRONT ELEVATION 7/8" x 1'-0"

1/12/96
 1' Maximum U.G. Encroachment

W. McManis



UNIVERSITY AVE



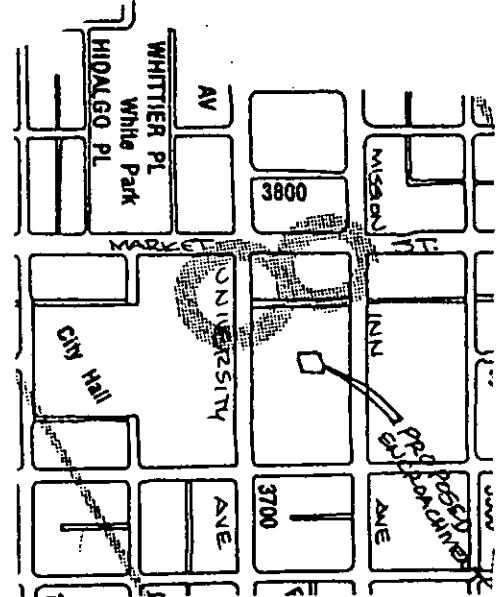
FLOOR PLAN 3/8" x 1'-0"

TWO WALLS TO BE "COMBINED" WITH THE OTHER (ADMITTED) 2/9

SAFECROSS LIGHT BOARD

ATM KIOSK MAIN STREET MALL
 CALIFORNIA TOWER & MISSION INN AVENUE
 COLE & FRICK ARCHITECTS A.I.A.

SEPT. 15, 1995



LICENSE AGREEMENT

THIS AGREEMENT is executed as of this 1st day of October, 1995 by and between the REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public agency (the "Agency") and INLAND EMPIRE NATIONAL BANK, a national banking association ("Licensee").

1. License. Agency hereby grants to Licensee a license to utilize an ATM kiosk to be constructed by the Agency in the mall area adjacent to the multi-story office building in the downtown area of Riverside, California, commonly known as "California Tower" (the "Building"). The approximate location of the kiosk is depicted in Exhibit "1" attached hereto.

2. Term. So long as Licensee is not in default under any of the terms and provisions of this License or of the Office Sublease executed concurrently herewith between the Agency as Landlord and Licensee as Tenant (the "Lease"), this License shall remain in effect and Licensee may exercise the rights described herein through November 15, 2000, which term may be further extended at the election of Licensee for a period equal to any extension by Licensee of the term of the Lease.

3. License Fee. As consideration for the granting of this License, Licensee shall pay to the Agency the sum of Two Hundred Dollars (\$200.00) per month. Such amount shall be payable to the Agency on the first day of each month for so long as this License remains in effect. The fee described herein will commence and be payable by Licensee as of the date upon which the kiosk and Licensee's facilities therein become operational for use by the general public. Such fee for any partial month shall be prorated, with the fee for the first and all subsequent full months being payable on the first day of each month.

4. Utilities. Electricity for lighting of the kiosk shall be provided by the Agency. Electrical service for the ATM and any other powered mechanism used by Licensee at the kiosk will be supplied by Licensee from its premises within the Building.

5. Right to Relocate. Licensee acknowledges that the City of Riverside (the "City") is the owner of the mall area upon which the kiosk is to be located and that the City may elect, from time-to-time, to renovate or reconfigure the mall. The parties therefore agree that in the event the mall is renovated or reconfigured and in the further event that the City request that the kiosk be relocated, the Agency, at its expense, may relocate the kiosk; provided, however, that no such relocation will adversely affect the visibility of the kiosk or its convenience to patrons or customers of Licensee or its reasonable proximity to the premises leased by Licensee within the Building.

6. Use of Kiosk by Agency. The Agency may utilize the kiosk in order to advertise events or services reasonably related to its purpose as a public entity; provided, however, that any such

11. Appurtenant. This License Agreement is appurtenant to the Building and Licensee's leasehold interest therein. Licensee may not assign its rights hereunder other than to a permitted assignee or sublessee of the leased premises pursuant to the Lease.

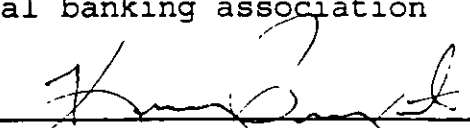
REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public agency

By:


EXECUTIVE DIRECTOR

INLAND EMPIRE NATIONAL BANK, a national banking association

By:


Senior Vice Pres.

ENCROACHMENT PERMIT AMENDMENT

PERMIT No. 1327

(to be completed by applicant)

The REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, hereby requests permission to amend Encroachment Permit No. 1327, due to a revised construction plan for the ATM Kiosk and installation of landscape planters all located within the Main Street Pedestrian Mall. This amendment will be attached to Encroachment Permit No. 1327 subject to the review and approval of the affected departments. Upon approval of this amendment, Permittee agrees to comply with the existing terms and conditions of Encroachment Permit No. 1327 as well as any additional terms and conditions which may added by review of this amendment.

Dated 8/12/96

Robert C. Walker

ENCROACHMENT PERMIT AMENDMENT APPROVAL

(to be completed by city)

This amendment shall become effective upon the approval of the Departments listed below. Issuance of this amendment shall not be construed as a waiver of any other applicable permit or requirement, but is only revocable permission to use the land for the purposes shown on the attached drawings subject to the terms and conditions incorporated herein.

Park and Recreation

W. J. Ryan 7/6/96

Planning

David Rivera 7/31/96

Public Utilities Electric

Bill Mannon 7-31-96

Public Utilities Water

B. Simpson

Upon obtaining the above signatures, return this amendment to the Public Works Department for final approval.

Dated 8/13/96

Barry Paul
Public Works Director

Attachments: Additional Terms and Conditions

Amendment No. _____

TERMS AND CONDITIONS

The following terms and conditions apply to encroachment permit number **E-1327**

1. All existing terms and conditions shown in City of Riverside Encroachment Permit No. 1327

2. Permittee agrees to indemnify, defend and hold harmless the City of Riverside, its officers, agents and employees, from and against all claims, demands, expenses, losses, damages, injuries, actions for damages and/or injuries, and liability including reasonable attorney's fees arising out of the acts or omissions of Permittee, its agents, servants, contractors or subcontractors, during or as a result of encroachment, construction and/or maintenance or other work performed in the City's public rights-of-way, except to the extent the damages claimed are caused by the acts or omissions of the City.

3. As a condition of obtaining the street opening permit, Permittee's contractor:
 - a. Agrees to indemnify, defend and hold harmless the City of Riverside, its officers and employees, from and against all claims, damages, losses and expenses including attorney's fees arising out of the acts or omissions of the contractor, its agents, servants, or subcontractors, during or as a result of work performed in the City's public rights-of-way, except to the extent the damages are caused by the acts or omissions of the City of Riverside.

 - b. Shall comply with the City's insurance requirements by either providing a general liability insurance policy with a combined single limit of at least \$1,000,000 or a certificate evidencing permissive self-insurance of at least \$1,000,000.

4. See attached memo

MWJ
7/31/96

Dated _____

CITY OF RIVERSIDE

INTEROFFICE MEMO



To: Marion Mitchell-Wilson
Historic Preservation Manager
Planning Department

Date: June 9, 1996

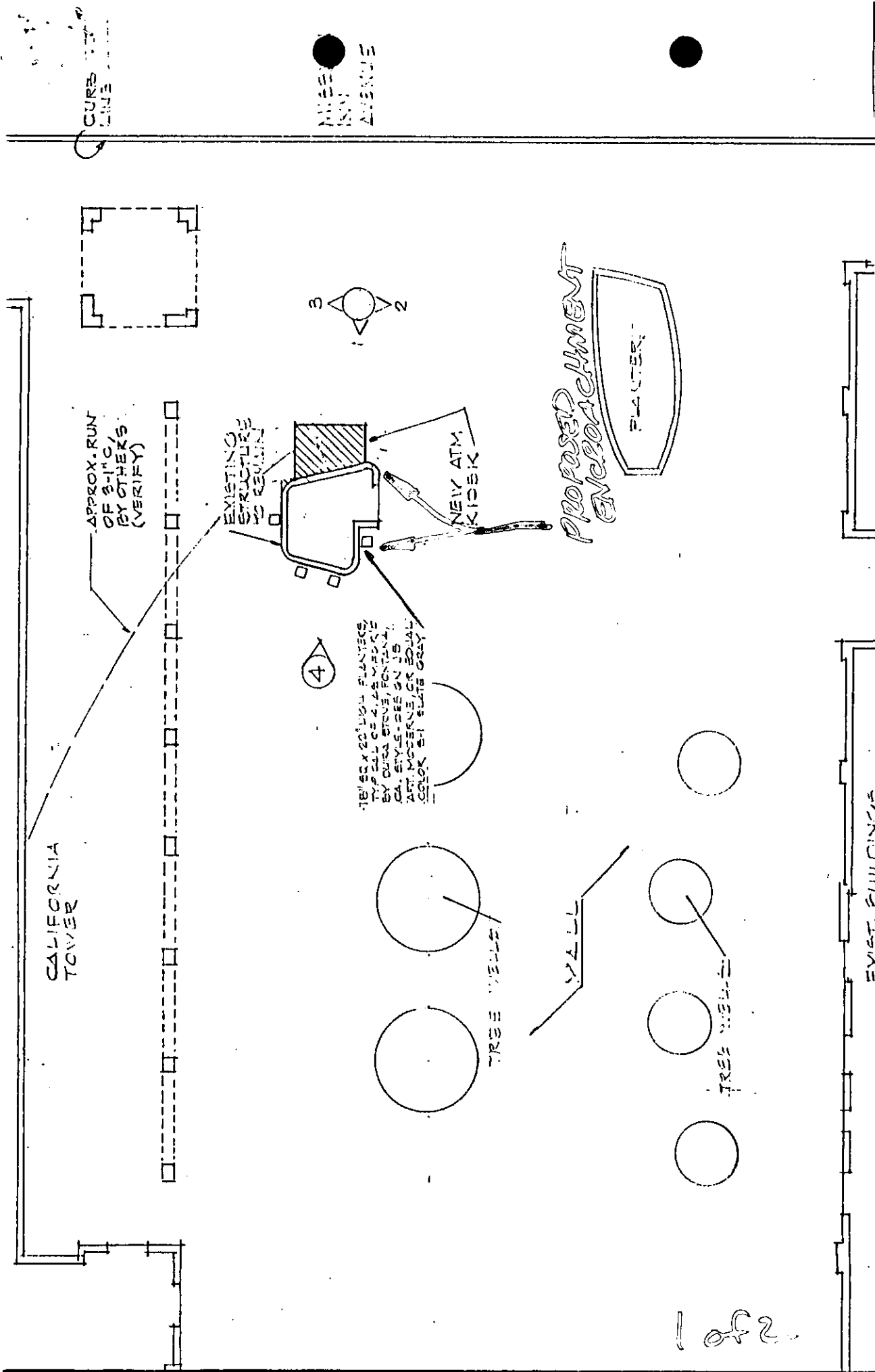
From: Janet R. Davison, Sr. Project Manager
Redevelopment Agency

Jan

6/10/96
1

Subject: Plan Check #96-2059--ATM Kiosk for Inland Empire National Bank

In response to the above referenced plan check, this is to confirm that, due to the lack of irrigation, the Redevelopment Agency will assume the daily responsibility of watering and maintaining the plant materials surrounding the ATM Kiosk, which is to be constructed on the Main Street pedestrian mall fronting California Tower. Any future concerns that the City might receive regarding the status of these plant materials should be referred to my attention at 715-3500.



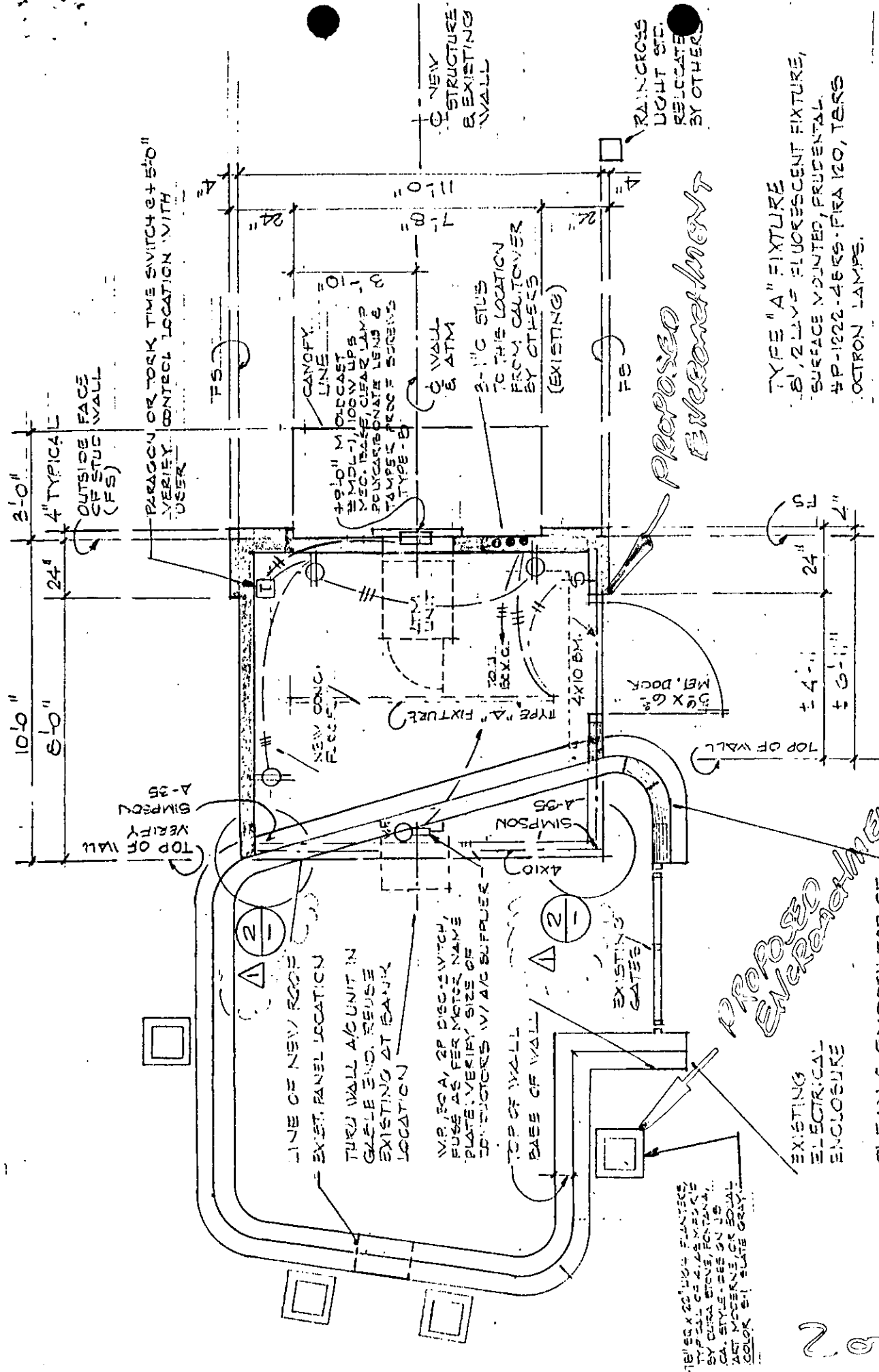
MISSION AVENUE
MISSION AVENUE

AN INFORMATION DISSIMULATION DEVICE/ATM KIOSK
RIVERSIDE DOWNTOWN ASSOCIATION
& REDEVELOPMENT AGENCY
The Mall at Mission Inn Avenue, Riverside, California

SCALE 1" = 20' - 0"

SITE PLAN

1 of 2



AN INFORMATION DISSIMULATION DEVICE/ATM KIOSK
 RIVERSIDE DOWNTOWN ASSOCIATION
 & REDEVELOPMENT AGENCY

The Mall at Mission Inn Avenue, Riverside, California

SCALE 1/4" = 1'-0"

FLOOR PLAN

EXISTING ELECTRICAL ENCLOSURE

CLEAN & SMOOTH TOP OF EXISTING WALL & INSTALL NEW TERRA COTTA TOPPING TO MATCH EXIST. ON MALL

18" SQ X 20" HIGH PLANTERS
 TYPICAL 2" X 4" X 8" LAMINATED
 BY CURA TRUSS FOR TYPICAL
 CA. STYLE - SEE ON 1/8"
 2" AT INTERSECTIONS
 COLOR - 51 SLATE GRAY

2 of 2