

ENCROACHMENT PERMIT

Pursuant to Resolution No. 11065 of the City of Riverside, permission is hereby granted to Broadway-Hale Stores, Inc., The May Department Stores Company, Riverside Associates, and J. C. Penney Company, Inc.

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

Portions of the Tyler Avenue, Magnolia Avenue, and Hughes Alley Right of Way as shown on Exhibit "A" attached hereto.

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:

- (a) for the construction and maintenance of six block walls on Tyler Avenue and six block walls on Magnolia Avenue, all of which are shown on sheets CA-A1 and CA-A2, attached hereto.
- (b) for the construction and maintenance of four lighted entrance signs on Tyler Avenue and three lighted entrance signs on Magnolia Avenue, all of which are shown on sheets CA-E1, CA-E2, and a lighted sign detail sheet as furnished by Strickley & Co., attached hereto.
- (c) for the construction and maintenance of landscaping and irrigation systems in the City owned parkway of Tyler Avenue, Magnolia Avenue, and Hughes Alley.

Note: Sheets CA-A1, CA-A2, CA-E1, CA-E2, and lighted sign detail sheet are all a part of Exhibit "A" attached hereto and made a part of this Encroachment Permit.

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. 17, 1970

CITY OF RIVERSIDE, a municipal corporation

By [Signature] Mayor

Attest Virginia J. Strohecker City Clerk

The foregoing is accepted by:

(Signature(s) of Permittee)

[Signature]
BROADWAY HALE STORES, INC.

By [Signature]
THE MAY DEPARTMENT STORES COMPANY

By [Signature]
RIVERSIDE ASSOCIATES

By [Signature]
J. C. PENNEY COMPANY, INC.

APPROVED AS TO CONTENT

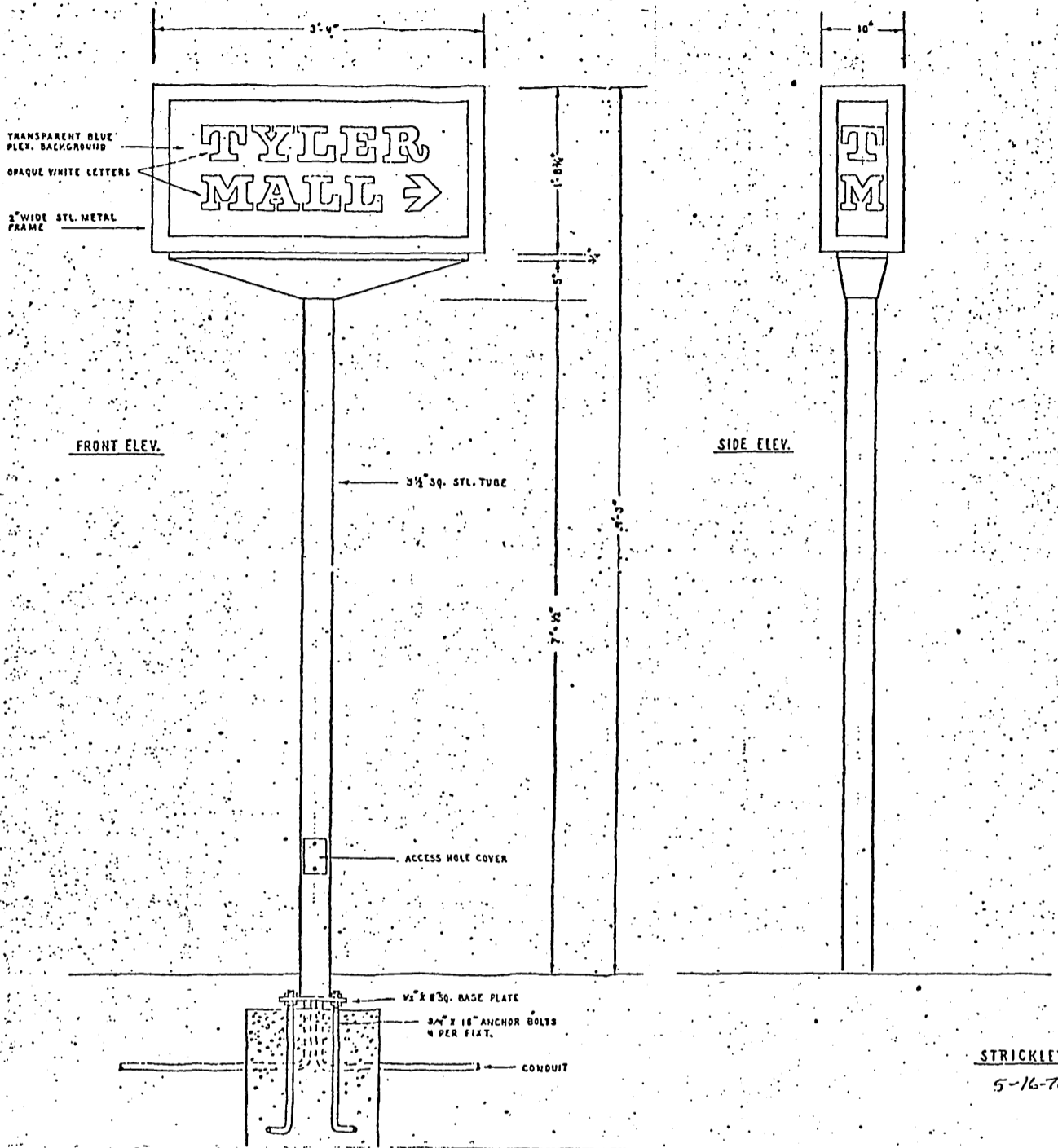
[Signature]
Department Head

APPROVED AS TO FORM

[Signature]
City Attorney

CITY MANAGER APPROVAL

[Signature]
City Manager



STRICKLEY & CO.
 5-16-70.

A Part of
 Exhibit "A"

