

PURCHASE, SALE AND DEVELOPMENT AGREEMENT

RIVERSIDE TRANSIT AGENCY

(APN 215-341-009)

This Purchase, Sale and Development Agreement ("Agreement") is entered into this ____ day of _____, 2021 ("Effective Date"), by and between the **CITY OF RIVERSIDE**, a California charter city and municipal corporation ("Seller") and **RIVERSIDE TRANSIT AGENCY**, a joint powers agency of the State of California ("Buyer"). In consideration of the mutual covenants and agreements, the parties agree to the following terms and conditions:

**ARTICLE I
AGREEMENT OF SALE**

1.1 **Property.** Seller owns certain real property, approximately 0.55 acres located at 4125 Vine Street, Riverside, California, bearing Assessor's Parcel Number 215-341-009 ("Property"), more particularly described in Exhibit "A" Legal Description and depicted in Exhibit "B" Plat Map attached hereto and incorporated herein by reference.

The Property has an existing well owned and operated by Seller's Department of Public Utilities ("RPU"), described as City of Riverside's Eleventh Street Well and described as APN 215-341-009, located at 4125 Vine Street in Riverside, California and as depicted in Exhibit B. The Eleventh Street Well includes improvements consisting of a 20" diameter red iron #80 pipe casing, completed to a depth of 358', perforated with Mills Knife, 5/8" x 3.5", constructed in 1926.

1.2 **Intention.** Buyer desires to purchase the Property in fee simple. Seller desires to sell and convey the Property to Buyer. It is the intention of the Buyer to develop a facility for the Buyer's buses ("Mobility Hub" or "Project") on the Property as well as the adjacent parcels owned by Buyer. Buyer is obligated to abandon the Eleventh Street Well, in accord with all state and local requirements, by a licensed contractor, within one year of the Effective Date of this Agreement. Buyer is also obligated to reimburse Seller for mutually agreed upon costs incurred by Seller for the realignment of the well due to the extra pipeline as set forth below under Item "2.1 Purchase Price".

1.3 **Incomplete Legal Description.** If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of the title company to issue a title policy hereinafter described.

1.4 **Due Diligence.** Buyer shall have six (6) months following the Effective Date to perform, in its sole discretion, its due diligence review of the condition of Property and all other

matters concerning the Property, including without limitation, condition of title, economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property ("Due Diligence Period"). During the Due Diligence Period, Buyer shall have made such inquiries, communicated with local, state and federal government agencies as it sees fit, retained such consultants, and taken such actions as Buyer deems necessary or appropriate to enter into this Agreement. Should Buyer, its contractors, consultants and agents require entry upon the Property for the purpose of surveying the same, making engineering and environmental tests and conducting such other investigations, Buyer shall first obtain and provide the following forms of insurance: (i) workers' compensation insurance; and (ii) commercial general liability insurance with a minimum combined bodily injury and property damage limit of not less than \$1 million per occurrence and \$3 million in the aggregate. Seller authorizes Buyer to make all inquiries of appropriate governmental authorities with respect to the Property, as Buyer, in its good faith and reasonable judgment deems necessary to satisfy itself as to the condition of title to the Property and the feasibility of any proposed development on the Property. On or before the end of the Due Diligence Period, Buyer shall deliver written notice to Seller accepting the Property as of the date of the notice, extending the Due Diligence period for a reasonable addition of time by setting forth a specific date of such extension, or terminating this Agreement ("Due Diligence Notice"). If Buyer fails to give such notice on or before the end of the Due Diligence Period, Buyer shall be deemed to have accepted the Property and proceed with this Agreement.

1.5 Right of Entry. Seller has agreed to grant to Buyer and its agents, employees, contractors or subcontractors by a separate agreement, the right to enter into and upon the Property for the purpose of conducting a Phase I Environmental Site Assessment, soil testing, environmental and engineering studies, and such further engineering, grading, archeological, geological or survey work as may be required for the preparation by Buyer of its development plans for the Property, including, if requested, a Phase II Environmental Site Assessment. Buyer shall provide Seller with forty-eight (48) hours prior notice of such entry on the Property. Buyer agrees to keep the Property free and clear of any liens or encumbrances that may arise out of Buyer's inspection of and activities on the Property. Prior written consent is required before Buyer is allowed to conduct any intrusive Environmental Site Assessments or soil sampling. All costs, expenses, liabilities or charges incurred in or related to the performance of any and all of such studies and work on the Property including the preparation by Buyer of any plans or maps for the development or use of the Property, and the cost of filing, recording reports, plans, maps or other documents related thereto shall be at the sole cost and expense of and shall be paid by Buyer. Buyer hereby agrees to repair any damage done to the Property by Buyer, its agents, employees, servants or nominees, and Buyer shall restore the Property to the same or similar condition as existed on the Effective Date. Buyer shall not have any such obligation if Escrow closes and title to the Property vests in Buyer.

1.6 Assumption of the Risk. Subject to the other provisions of this Agreement: (a) Buyer agrees, that by its acceptance of the Property it assumes the risk that an adverse condition of the Property may not have been revealed by its own due diligence; and (b) on Buyer's acceptance, Seller shall have no obligation to repair, correct, or compensate Buyer for any condition of the Property, including defects in improvements, noncompliance with applicable

laws and regulations, including without limitation zoning laws, building codes, and the Americans with Disabilities Act, whether or not such condition of the Property would have been disclosed by Buyer's due diligence.

1.7 **Duty to Act in Good Faith.** The parties agree to act in good faith and fair dealing and endeavor to utilize their best efforts to perform all terms of this Agreement and in any discussions related to the Project with the parties and third parties.

1.8 **Easement.** A condition of the sale is that Buyer must grant Seller two permanent easements for ingress and egress to the site located at 4175 Vine Street, Riverside, California, bearing Assessor's Parcel Number 215-341-011 ("Easement Property"), as set forth in Exhibit "C" and Exhibit "D", attached hereto and incorporated herein by reference ("the Easements"). There are several permanent easements and rights-of-way for sidewalks, landscaping, sanitary sewer and storm drain facilities, and public utilities as reserved by Resolution No. 17870, recorded August 18, 1992, as Instrument No. 308502 of Official Records of Riverside County, California, lying Southeasterly of a line that is parallel and 33.00 feet northwesterly, as measured at right angles, from the centerline of Vine Street.

ARTICLE II PURCHASE PRICE, ESCROW, DEPOSIT AND BUYER'S OBLIGATIONS

2.1 **Purchase Price.** The total purchase price to be paid by Buyer to Seller for the Property shall be the sum of One Hundred and Fifty Five Thousand Dollars (\$155,000) for the property known as APN 215-341-009 and described in Exhibit A "Legal Description" and Exhibit B "Plat Map"; and Two Hundred and Fifty Thousand Dollars (\$250,000) for the fair market value of the well located on this same parcel; and a not-to-exceed amount of Thirty Thousand Dollars (\$30,000) for the cost of relocating existing piping for the well ("Well Relocation"), for a total not-to-exceed sum of Four Hundred and Thirty-Five Thousand Dollars (\$435,000) ("**Purchase Price**"). The Purchase Price shall be payable to Seller in immediately available funds in accordance with the provisions and requirements of this Agreement. Seller shall use its best efforts to complete the drilling needed for Well Relocation on or before June 30, 2022; Seller shall coordinate ongoing activities to finalize Well Relocation with Buyer so as not to unreasonably delay construction of Project.

2.2 **Escrow.** Within ten (10) days following the Effective Date, Seller shall open an escrow ("Escrow Holder") with J. Tilbury, Branch Manager, Heritage Escrow Company, A First American Financial Owned Company, 2855 Michelle Drive, Suite 270, Irvine, CA 92606 ("Escrow Holder"), for consummating this Agreement. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to complete this transaction; the parties shall be responsible for their 50% share of all escrow costs as required and as further detailed below in Item "3.5 Costs". Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control. The close of escrow shall be upon the termination of the Due Diligence Period referred to in Section 1.4 above, or as otherwise extended or shortened by the Due Diligence Notice and

shall be expressly conditioned on and occur simultaneous with the purchase of the Property ("Close of Escrow").

2.3 Buyer's Obligations During Escrow.

2.3.1 Within nine (9) months following the Effective Date, Buyer shall submit an application to the Seller's Planning Division for Design Review for the development of the Project. Submission of the application by Buyer shall in no manner delay or hinder the Close of Escrow and is not a condition to the Close of Escrow.

ARTICLE III CLOSING

3.1 **Closing Date.** Escrow shall close within 30 days of the date set forth in the Due Diligence Notice following both Buyer's and Seller's completion of the parties' obligations as described in Sections 1.4 above and in Section 3.2 below or if no Due Diligence Notice is delivered to the City, then upon expiration of the Due Diligence Period. If the Escrow is not in a condition to close by the Close of Escrow, any party who is not then in default, upon notice in writing to the J. Tilbury, Branch Manager, Heritage Escrow Company, A First American Financial Owned Company, 2855 Michelle Drive, Suite 270, Irvine, CA 92606 (Escrow Holder) and the other party, may demand the return of their documents and cancellation of the Escrow. Unless objected to in writing within ten (10) days from the receipt of the notice of cancellation, the Escrow will automatically be canceled. If no demand for cancellation is made, then Escrow will close as soon as possible. Notwithstanding the foregoing, the Close of Escrow may be extended by mutual agreement if the parties are diligently attempting to resolve the issue(s) that may be preventing or delaying the Close of Escrow.

3.2 Closing Documents.

3.2.1 Seller, prior to the Close of Escrow, shall deliver to Escrow Holder each of the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

- (a) A Grant Deed sufficient for recording, conveying legal title of the Property to Buyer; and
- (b) All additional documents and instruments which may be reasonably necessary for the Close of Escrow and to consummate the sale of the Property in accordance with the terms of this Agreement and with the requirements of the Escrow Holder.

3.2.2 Buyer, prior to the Close of Escrow, shall deliver to Escrow Holder each of the following items, the delivery of each of which shall be a condition to the performance by Seller of its obligations under this Agreement:

- (a) The Purchase Price of the Property and any additional funds necessary to satisfy Buyer's obligation relating to the acquisition of the Property;
- (b) Properly executed Grants of Easement, a copy of which is attached to this Agreement as Exhibits "C" and "D";
- (c) Copies of Buyer's authority documents and/or such other documents and instruments evidencing Buyer's due diligence and authority to enter into and consummate the sale of the Property contemplated by this Agreement as Seller or Escrow Holder may require; and
- (d) Any additional documents and instruments which may be reasonably necessary to consummate the sale of the Property in accordance with the terms of this Agreement and with the requirements of the Escrow Holder.

3.3 **Taxes.** Buyer understands and acknowledges that Seller, as a municipal corporation, is not being assessed for any real property taxes or for any special assessments. Seller acknowledges that Buyer is a public entity that will also not be liable for real property taxes and assessments with respect to the Property.

3.4 **Condition of Title.** At the Close of Escrow, Seller shall convey fee simple merchantable and insurable title of the Property to the Buyer free and clear of all liens, restrictions, delinquent taxes and assessments, and encumbrances as evidenced by a CLTA Title Insurance Policy ("Title Policy") issued by First American Title Insurance Company, 18500 Von Karman Avenue, Irvine, Suite 600, Irvine, California 92612 in an amount equal to the Purchase Price. Buyer may elect to require that the Title Policy be an ALTA extended coverage policy so long as that does not delay the Close of Escrow and Buyer pays the additional cost therefor (including the cost of any survey required by Escrow Holder). The Title Policy shall show as exceptions with respect to the Property only matters approved in writing by the Buyer during the Due Diligence Period. Any exceptions to title representing monetary liens or encumbrances shall be deemed disapproved by Buyer, and, Escrow Holder is hereby authorized and instructed to cause at Seller's expense the re-conveyance or partial re-conveyance, as the case may be, of any such monetary exceptions to Buyer's title to the Property at or prior to the Close of Escrow.

3.5 **Costs.**

3.5.1 At the Close of Escrow, Seller shall be responsible for: (i) one-half the cost of any escrow charge to be imposed by the Escrow Holder; (ii) the costs of a CLTA Standard form policy of title insurance; (iii) any expenses customarily charged to Seller in connection with similar transactions including its own attorney's fees.

3.5.2 At the Close of Escrow, Buyer shall be responsible for: (i) the cost of an extended ALTA owners title policy and associated costs if desired by Buyer; (ii) one-half the cost of any escrow charges to be imposed by the Escrow Holder; and (iii) any other expenses customarily charged to Buyer in connection with similar transactions including its own attorney's fees.

3.5.3 Due to Buyer and Seller's status as public agencies, no recording fees will be payable (pursuant to Government Code Section 27383) and no documentary transfer tax will be payable (pursuant to Revenue & Taxation Code Section 11922).

3.6 **Brokerage Commissions.** The parties acknowledge that neither party has been represented by a broker, with respect to this transaction. The parties hereby agree to indemnify, defend and hold the other party harmless from any and all claims that may arise in regard to any commission that may be claimed to be owed.

ARTICLE IV "AS-IS" PURCHASE

4.1 **As-Is Information.** Buyer acknowledges, agrees, represents, and warrants that: (a) any information supplied or made available by Seller, whether written or oral, or in the form of maps, surveys, plats, soils reports, engineering studies, environmental studies, inspection reports, plans, specifications, or any other information whatsoever, without exception, pertaining to the Property, any and all records and other documents pertaining to the use and occupancy of the Property, income thereof, the cost and expenses of maintenance thereof, and any and all other matters concerning the condition, suitability, integrity, marketability, compliance with law, or other attributes or aspects of the Property, or a part thereof, if furnished to Buyer, is furnished solely as a courtesy; (b) **THE INFORMATION IS PROVIDED ON AN "AS-IS, WHERE-IS" BASIS AND SELLER MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE INFORMATION;** and (c) no representations have been made by Seller, or its agents or employees, in order to induce Buyer to enter into this Agreement. Without limiting the generality of the foregoing, Buyer acknowledges, agrees, warrants and represents to Seller that neither the Seller nor its agents or employees have made any representations or statements to Buyer concerning the Property's investment potential or resale at any future date, at a profit or otherwise, nor has Seller or its agents or employees rendered any advice or expressed any opinion to Buyer regarding any tax consequences of ownership of the Property.

4.2 **As-Is Property.** On the Close of Escrow, Buyer will be familiar with the Property and will have made such independent investigations as Buyer deems necessary or appropriate concerning the Property. Seller makes no representations or warranties and specifically disclaims any representation, warranty or guaranty, oral or written, past, present or future with respect to the use, physical condition or any other aspect of the Property, including without limitation the structural integrity of any improvements, the manner, construction,

condition, state of repair or lack of repair of any improvements, the conformity of any improvements to any plans or specifications, including but not limited to, any plans and specifications that may have been or which may be provided to Buyer, the conformity of the Property to past, current or future applicable zoning or building code requirements or the compliance with any other laws, rules, ordinances, or regulations of any government or other body, the financial earning capacity or expenses history of the operation of the Property, the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise, the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, the existence or nonexistence of hazardous waste or other toxic materials of any kind, whether known or unknown and whether or not regulated or governed by applicable laws (including, without limitation, hydrocarbons or asbestos), or any other matter affecting the condition, stability, suitability or integrity of the Property or portion thereof. Additionally, Seller will maintain the Property during the Escrow period.

4.3 Negligence or Failure to Investigate. Seller shall not be responsible for any failure of Buyer to investigate the Property, or the failure of any real estate broker or agent, or any other agent, contractor or employee of Buyer.

4.4 Waivers. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS, WHERE-IS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY AND ITS IMPROVEMENTS. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS AND CLAIMS OF EVERY KIND AND TYPE, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, PRODUCT LIABILITY CLAIMS, PRODUCT LIABILITY TYPE CLAIMS, ANY RIGHTS AND CLAIMS RELATING OR ATTRIBUTABLE TO ENVIRONMENTAL CONDITIONS, AND ALL OTHER ACTUAL OR LATER CREATED OR CONCEIVED OR STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS.

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,

WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SAID SECTION 1542 IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING ACKNOWLEDGMENTS, WAIVERS AND RELEASES SET FORTH IN THIS ARTICLE 4. AND ACKNOWLEDGES BUYER IS PURCHASING THE PROPERTY “AS IS”.

Buyer's Initials

**ARTICLE V
REPRESENTATIONS, WARRANTIES AND INDEMNITIES**

5.1 Seller's Representations, Warranties and Covenants. Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement, and upon the Close of Escrow, as follows, all of which shall survive the Close of Escrow:

5.1.1 Seller is a public body and has the full power and authority to enter into and carry out the agreements contained in, and transactions contemplated by, this Agreement. The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of Seller have full power and authority to do so. This Agreement has been duly authorized and executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Seller.

5.1.2 There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Seller or filed by Seller, or to the best of Seller's knowledge, pending in any current judicial or administrative proceeding against Seller or otherwise affecting the Property.

5.1.3 Seller has not entered into any other written contracts or agreements for the sale or transfer of any portion of the Property.

5.1.4 To Seller's knowledge, Seller has received no written notice of any hazardous materials located on, under, or about the Property, except as disclosed in writing to Buyer, and Seller hereby represents and warrants that to the best of its knowledge it has, or will provide to Buyer within 30 days of the Effective Date copies of any and all permits, leases, licenses, agreements, contracts, documents, studies, and reports relating to the condition of the Property or otherwise relating to the Property, including any material analyses, all surveys, all environmental site assessments in Seller's possession or control. It being expressly understood and agreed that all such representations and warranties in this section shall survive the Close of Escrow.

The material truth and accuracy of the foregoing representations and warranties shall be a condition of Buyer's obligations hereunder. Prior to the Close of Escrow, Seller shall notify Buyer of any facts or circumstances which are contrary to the foregoing representations and warranties.

5.2 Buyer's Representations and Warranties. Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement, and upon the Close of Escrow, as follows, all of which shall survive the Close of Escrow:

5.2.1 Buyer is a public body and has the full power and authority to enter into and carry out the agreements contained in, and transactions contemplated by, this Agreement. The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of Buyer have full power and authority to do so. This Agreement has been duly authorized and executed by Buyer, and upon delivery to and execution by Buyer shall be a valid and binding agreement of Buyer.

5.2.2 There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Buyer or filed by Buyer, or to the best of Buyer's knowledge, pending in any current judicial or administrative proceeding against Buyer.

The material truth and accuracy of the foregoing representations and warranties shall be a condition of Seller's obligations hereunder. Prior to the Close of Escrow, Buyer shall notify Seller of any facts or circumstances that are contrary to the foregoing representations and warranties.

5.3 No Warranties. Except for those representations and warranties expressly set forth in this Agreement, the parties understand and acknowledge that no person acting on behalf of Seller is authorized to make, and by execution hereof Buyer acknowledges that no person has made any representations, agreement, statement, warranty, guaranty or promise regarding the Property or the transaction contemplated herein, or regarding the zoning, construction, development, physical condition or other status of the Property. Without limiting the generality of the foregoing, Seller makes no representation or warranties with respect to the amount or types of fees required to obtain building permits or otherwise to rezone and develop the Property.

ARTICLE VI BUYER'S OBLIGATIONS AFTER THE CLOSE OF ESCROW

6.1 Buyer's Obligations After the Close of Escrow.

6.1.1 Buyer shall comply with all zoning, planning and building laws, regulations and procedures imposed by the City and any other public and/or quasi-public entity, as well as adhering to the design standards of the Marketplace Specific Plan, and Titles 19 and 20 of the Riverside Municipal Code, as applicable.

6.1.2 Within three (3) years from the Close of Escrow, subject to force majeure delays, Buyer shall implement the initial study, have site concepts prepared and, if approved by the Buyer's Board of Directors, construct and complete the Project.

6.1.3 Buyer agrees to abandon the Eleventh Street Well, in accord with all state and local requirements, by a licensed contractor, within one year of the Effective Date of this Agreement and prior to any improvements to or construction on or over the well site.

6.2 **Uses.** Buyer agrees it will only utilize the Property consistent with the uses permitted by City Council Resolution Number 22471 (Exhibit E), the approved Affordable Housing and Sustainable Communities (AHSC) Grant awards to which the Seller and Buyer are partners and the Marketplace Specific Plan, as amended.

6.3. Upon execution of this Agreement, upon completion of the relocation of said existing piping, Seller will provide to Buyer an invoice that describes in reasonable detail the work performed and the total costs thereof, including whether the actual cost is less or more than \$30,000.00. If the costs are less than \$30,000.00, Escrow will release the amount of such difference within thirty (30) days following Buyer's receipt of the invoice. If the costs are equal to or more than \$30,000.00, Escrow will release the amount of \$30,000 to Seller within thirty (30) days following Buyer's receipt of the invoice.

ARTICLE VII DEFAULTS

7.1 **Default.** A party shall be deemed in default hereunder if any of the warranties or representations set forth herein are or become untrue or if it fails to meet, comply with, or perform any covenant, agreement, or obligation on its part required within the time limits and in the manner required in this Agreement for any reason other than a default by the other party hereunder or termination of this Agreement prior to Close of Escrow.

7.2 **Opportunity to Cure.** No act, failure to act, event or circumstance which might be deemed to be a default by either party shall be deemed to be a default under any of the provisions of this Agreement, unless and until, notice thereof is first given by the non-defaulting party to the party alleged to be in default and said party fails to cure the alleged default within fifteen (15) days in the case of a non-monetary default (or, if the event of default is such that cannot be cured within fifteen (15) days, the party shall be entitled to commence the cure within such time and thereafter diligently prosecute it to completion), or five (5) days in the case of a monetary default.

7.3 **Remedies.** If Buyer is deemed to be in default after the Due Diligence Period and prior to Close of Escrow, Seller shall be entitled to terminate this Agreement and pursue any remedies available to Seller under law or equity.

7.4 **Waiver of Right to Specific Performance.** If Seller fails to convey the Property to Buyer in accordance with the provisions of this Agreement, and such failure constitutes a

Any notice in accordance herewith shall be deemed received when delivery is received or refused, as the case may be. Additionally, notices may be given by telephone facsimile transmission, provided that an original of said transmission shall be delivered to the addressee by a nationally recognized overnight delivery service on the business day following such transmission. Telephone facsimiles shall be deemed delivered on the date of such transmission.

8.7 Governing Law and Venue. The laws of the State of California shall govern the validity, construction, enforcement, and interpretation of this Agreement. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in the state court in the County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

8.8 Entirety. This Agreement embodies the entire agreement between the parties and supersedes all prior written or oral agreements and understandings, if any, between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

8.9 Amendments. This Agreement may be amended or supplemented only by written documents signed by the parties.

8.10 Severability. If any of the provisions of this Agreement, or its application to any party or circumstance, is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to make such provision legal, valid, and enforceable.

8.11 Further Acts. In addition to the acts and deeds recited herein and contemplated and performed, executed and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Close of Escrow or after the Close of Escrow any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated herein.

8.12 Construction. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.

8.13 **Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to each and every provision of this Agreement.

8.14 **Waiver of Covenants, Conditions or Remedies.** The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

8.15 **Nondiscrimination.** The parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical or mental disability, medical conditions, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex or sexual orientation, in connection with the performance of this Agreement. The parties further agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

8.16 **Ratification.** This Agreement may be subject to the approval and ratification by the governing boards of the parties. In the event either parties' governing board fails to approve this Agreement, there shall be no liability on the part of the either party and this Agreement shall become null and void and of no further force and effect.

8.17 **CEQA Compliance.** Buyer and Seller understand, acknowledge and agree that the close of this escrow is contingent upon Seller's compliance with the California Environmental Quality Act ("CEQA"). Buyer must also comply with CEQA and all associated approvals prior to development of the Property.

8.18 **Counterparts.** This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one original agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Reference Date.

Seller:

THE CITY OF RIVERSIDE, a California
Charter city and municipal corporation

By: _____
Title: City Manager

Buyer:

RIVERSIDE TRANSIT AGENCY, a
joint powers authority of the State of
California

By: _____
Name: Larry Rubio
Title: Chief Executive Officer

ATTESTED TO:

By: _____
Title: City Clerk

By: _____
Name: Barbara Raileanu
Its: General Counsel

APPROVED AS TO FORM:

By: Susan D. Wilson
Title: Assistant City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

APN 215-341-009

EXHIBIT "A"
LEGAL DESCRIPTION

Project: 11th Street Well
Por. A.P.N.: 215-341-009

That certain real property located in the City of Riverside, County of Riverside, State of California, being a portion of Lot 14 and a portion of 11th Street vacated of the Mulberry Hill Tract, as shown by map on file in Book 10, Page 98 of Maps, Records of Riverside County, California;

BEGINNING at the Intersection of the Southeasterly prolongation of the Northeast line of said Lot 14 and a line parallel with and distant 24.00 feet Northwesterly, measured at right angles from the centerline of Vine Street as shown on said Mulberry Hill Tract, also being the most Southerly corner of Parcel A of Certificate of Compliance for Lot Merger P17-0576 recorded August 14, 2017, Document No. 2017-0334099 of Official Records of Riverside County, California;

Thence North 60°17'43" West, along said Southeast prolongation, said Northwest line and the Southwest line of said Parcel A, a distance of 130.44 feet to an angle point in said Parcel A;

Thence South 58°08'56" West, along the Southeast line of said Parcel A, a distance of 26.20 feet to an angle point therein;

Thence North 64°18'12" West, a distance of 0.15 feet to the Northeast corner of that certain parcel of land conveyed to the Riverside County Transportation Commission in a Deed recorded April 7, 2011, as Document No. 2011-0155078 of Official Records of Riverside County, California,

Thence South 08°54'26" West, along the Southeast line of said Deed, a distance of 29.81 feet;

Thence South 39°53'56" West, continuing along said Southeast line, a distance of 46.61 feet, this course is hereinafter referred to as **Course A**;

Thence South 08°54'17" West, continuing along said Southeast line, a distance of 92.56 feet to the Southwesterly line of said Lot 14, this course is hereinafter referred to as **Course B**;

Thence South 60°15'11" East, along the Southwesterly line of said Lot 14, a distance of 107.71 feet to said line parallel with and distant 24.00 feet Northwesterly, measured at right angles from the centerline of Vine Street as shown on said Mulberry Hill Tract;

Thence North 29°44'51" East, along said parallel line, a distance of 183.39 feet to the **POINT OF BEGINNING**.

RESERVING THEREFROM a permanent easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of Electric Energy Transmission and Distribution and Telecommunication Facilities, together with all necessary appurtenances, in, under, upon, over and along the above described parcel lying southwesterly and westerly of the following described line;

COMMENCING at the intersection of the Southeasterly prolongation of the Southwest line of said Lot 14 and a line parallel with and distant 24.00 feet Northwesterly, measured at right angles from the centerline of Vine Street as shown on said Mulberry Hill Tract;

Thence North 29°44'51" East, along said parallel line, a distance of 4.00 feet to the **BEGINNING** of this line description;


Thence North 50°06'30" West, a distance of 95.75 feet to a line parallel with and distant 20.00 feet easterly, measured at right angles from herein above referenced **Course B**;

Thence North 08°54'17" East, along said parallel line, a distance of 111.15 feet to a point on the herein above referenced **Course A** and to the **END** of said line description.

SUBJECT TO permanent easements and rights-of-way for sidewalks, landscaping, sanitary sewer and storm drain facilities and public utilities as reserved by Resolution No. 17870, recorded August 18, 1992, as Instrument No. 308502 of Official Records of Riverside County, California, lying Southeasterly of a line that is parallel and 33.00 feet Northwesterly, as measured at right angles, from the centerline of Vine Street.

Area – 0.55 Acres more or less

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 2/23/21 Prep. 
Curtis C. Stephens, L.S. 7519 Date

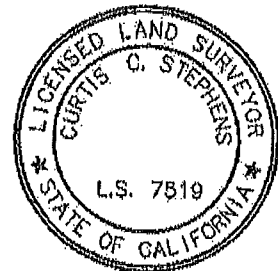
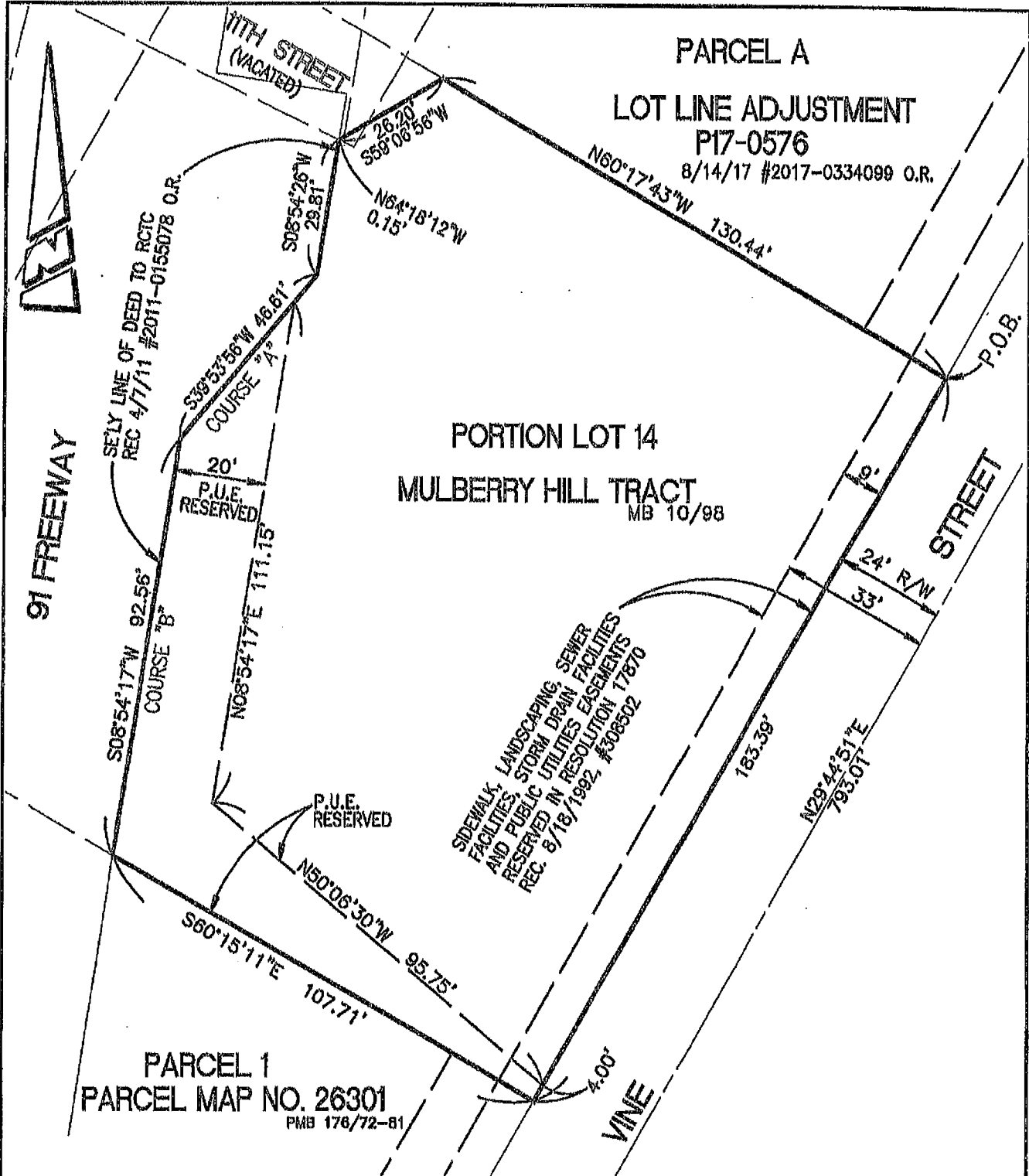


EXHIBIT "B"
PLAT MAP

APN 215-341-009

EXHIBIT "B"



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=30'

DRAWN BY: CURT

DATE: 7/20/20

SUBJECT: 11TH STREET WELL

EXHIBIT "C"
ACCESS EASEMENT

APN 215-341-011

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: 11th Street Well Relocation
APN: 215-341-011
Address: 4175 Vine Street

D -

ACCESS EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE TRANSIT AGENCY**, a joint powers agency of the State of California, as Grantor(s), hereby grant(s) to the **CITY OF RIVERSIDE**, a California charter city and municipal corporation, as Grantee, its successors and assigns, an easement and right-of-way for the purpose of providing ingress and egress from Vine Street to the well facilities constructed and maintained by the Grantee within adjoining easements, in, under, upon, over and along that certain real property as described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

TOGETHER WITH the right to enter upon and to pass and repass over and along said real property by Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said public facilities within the adjoining easements.

Dated _____

**RIVERSIDE TRANSIT AGENCY, a joint
powers agency of the State of California**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

} ss

On _____, before me, _____,

notary public, personally appeared, _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 23439 of said City Council adopted May 14th, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

DATED _____

CITY OF RIVERSIDE

By: _____
David Welch
Community & Economic
Development Director

EXHIBIT "A"
LEGAL DESCRIPTION

Project: 11th Well Replacement
Por. APN: 215-341-011
Address: 4175 Vine Street

That certain real property located in the City of Riverside, County of Riverside, State of California, being a portion of Parcel 1 of Parcel Map No. 26301, as shown by map on file in Book 176, Pages 72 through 81 Parcel Maps, Records of Riverside County, California, described as follows:

PARCEL A

BEGINNING at the Northeast corner of said Parcel 1;

Thence South 29°44'51" West, along the Southeast line of said Parcel 1, a distance of 56.00 feet;

Thence North 60°15'09" West, along a line perpendicular to said Southeast line, a distance of 24.00 feet to a line parallel with and distant 24.00 feet Northwesterly, measured at right angles from said Southeast line of Parcel 1;

Thence North 29°44'51" East, along said line parallel line, a distance of 31.00 feet;

Thence North 60°15'09" West, along a line perpendicular to said Southeast line, a distance of 7.00 feet to a line parallel with and distant 31.00 feet Northwesterly, measured at right angles from said Southeast line of Parcel 1;

Thence North 29°44'51" East, along said line parallel line, a distance of 31.00 feet to the Northeast line of said Parcel 1;

Thence South 60°15'11" East, along said Northeast line, a distance of 31.00 feet to the **POINT OF BEGINNING**.

Area – 1561 S.F. more or less

PARCEL B

COMMENCING at the Northeast corner of said Parcel 1;

Thence South 29°44'51" West, along the Southeast line of said Parcel 1, a distance of 91.00 feet to the **POINT OF BEGINNING**;

Thence North 60°15'09" West, along a line perpendicular to said Southeast line, a distance of 31.00 feet to a line parallel with and distant 31.00 feet Northwesterly, measured at right angles from said Southeast line of Parcel 1;

Thence South 29°44'51" West, along said line parallel line, a distance of 109.00 feet;

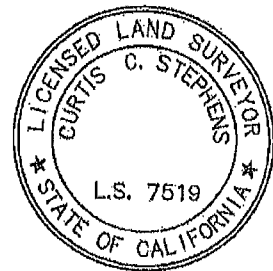
Thence South 60°15'09" East, along a line perpendicular to said Southeast line, a distance of 31.00 feet to said Southeast line of Parcel 1;

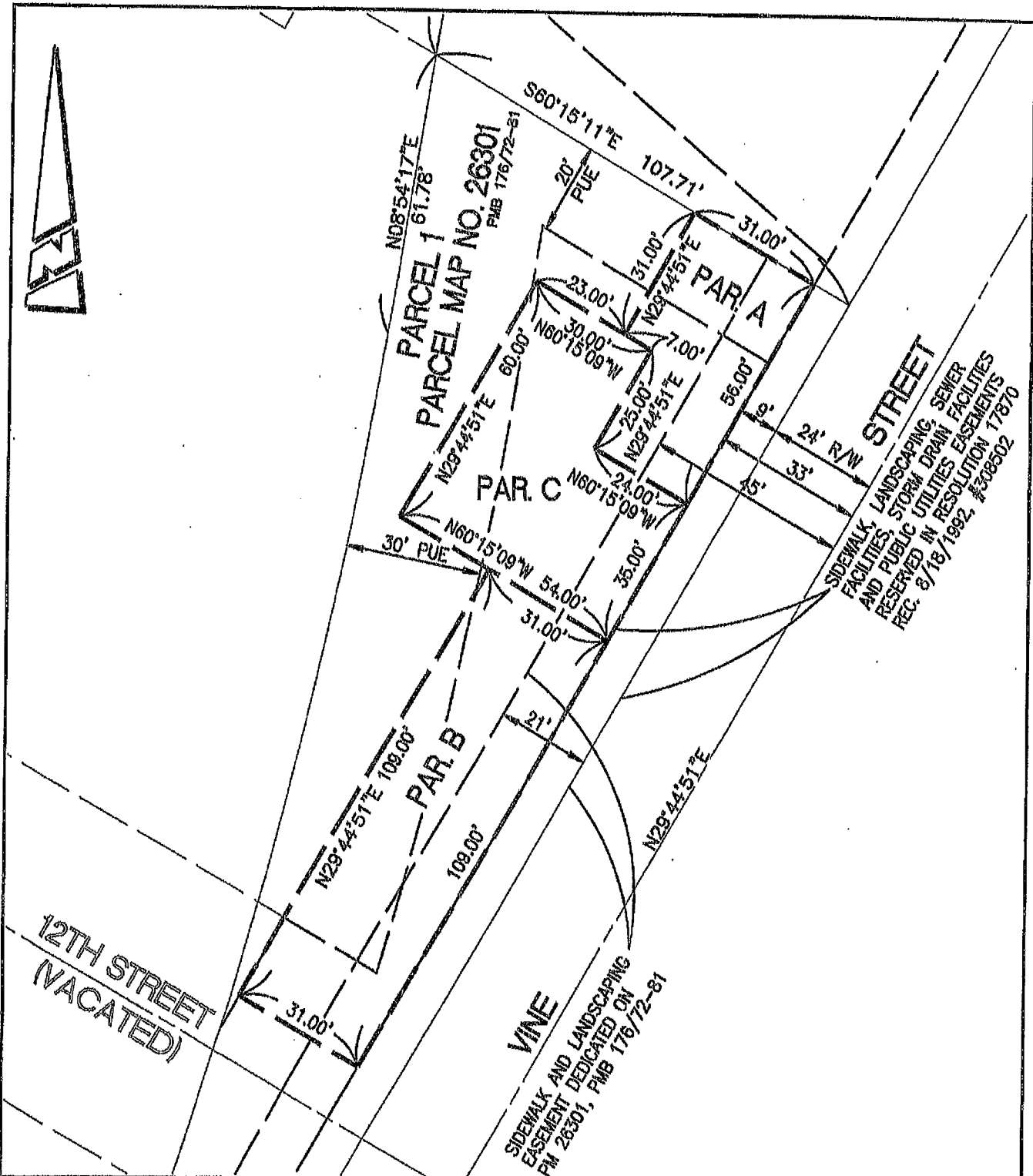
Thence North 29°44'51" East, along said Southeast line of Parcel 1, a distance of 109.00 feet to the **POINT OF BEGINNING**.

Area – 3379 S.F. more or less

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 2/23/21 Prep. (Signature)
Curtis C. Stephens, L.S. 7519 Date





• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=30'

DRAWN BY: CURT

DATE: 2/10/21

SUBJECT: 11TH STREET WELL RELOCATION TO RTA PARCEL

EXHIBIT "D"
WELL EASEMENT

APN 215-341-011

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee (Government Code §6103)

Project: 11th Street Well Relocation
Por. APN: 215-341-011

FOR RECORDER'S OFFICE USE ONLY

D -

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE TRANSIT AGENCY**, a joint powers agency of the State of California, as Grantor(s), grant(s) to the **CITY OF RIVERSIDE**, a California charter city and municipal corporation, as Grantee, its successors and assigns, an exclusive easement and right-of-way in perpetuity for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of a **potable water well site and waterline facilities**, together with all necessary appurtenances, in, under, upon, over and along that certain real property as described in **Exhibit "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

TOGETHER WITH the right to clear and keep clear said easement and right-of-way from any structures or trees, to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon by Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing,

maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said

Dated _____

**RIVERSIDE TRANSIT AGENCY, a joint
powers agency of the State of California**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

} ss

On _____, before me, _____,

notary public, personally appeared, _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 23439 of said City Council adopted May 14th, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

DATED _____

CITY OF RIVERSIDE

By: _____
David Welch
Community & Economic
Development Director

EXHIBIT "A"
LEGAL DESCRIPTION

Project: 11th Well Replacement
Por. APN: 215-341-011
Address: 4175 Vine Street

That certain real property located in the City of Riverside, County of Riverside, State of California, being a portion of Parcel 1 of Parcel Map No. 26301, as shown by map on file in Book 176, Pages 72 through 81 Parcel Maps, Records of Riverside County, California, described as follows:

PARCEL C

COMMENCING at the Northeast corner of said Parcel 1;

Thence South 29°44'51" West, along the Southeast line of said Parcel 1, a distance of 56.00 feet to the **POINT OF BEGINNING**;

Thence South 29°44'51" West, continuing along said Southeast line of said Parcel 1, a distance of 35.00 feet;

Thence North 60°15'09" West, along a line perpendicular to said Southeast line, a distance of 54.00 feet to a line parallel with and distant 54.00 feet Northwesterly, measured at right angles from said Southeast line of Parcel 1;

Thence North 29°44'51" East, along said parallel line, a distance of 60.00 feet;


Thence South 60°15'09" East, along a line perpendicular to said Southeast line, a distance of 30.00 feet to a line parallel with and distant 24.00 feet Northwesterly, measured at right angles from said Southeast line of Parcel 1;

Thence South 29°44'51" West, along said parallel line, a distance of 25.00 feet to a point on a line perpendicular to said Southeast line and passing through the Point of Beginning;

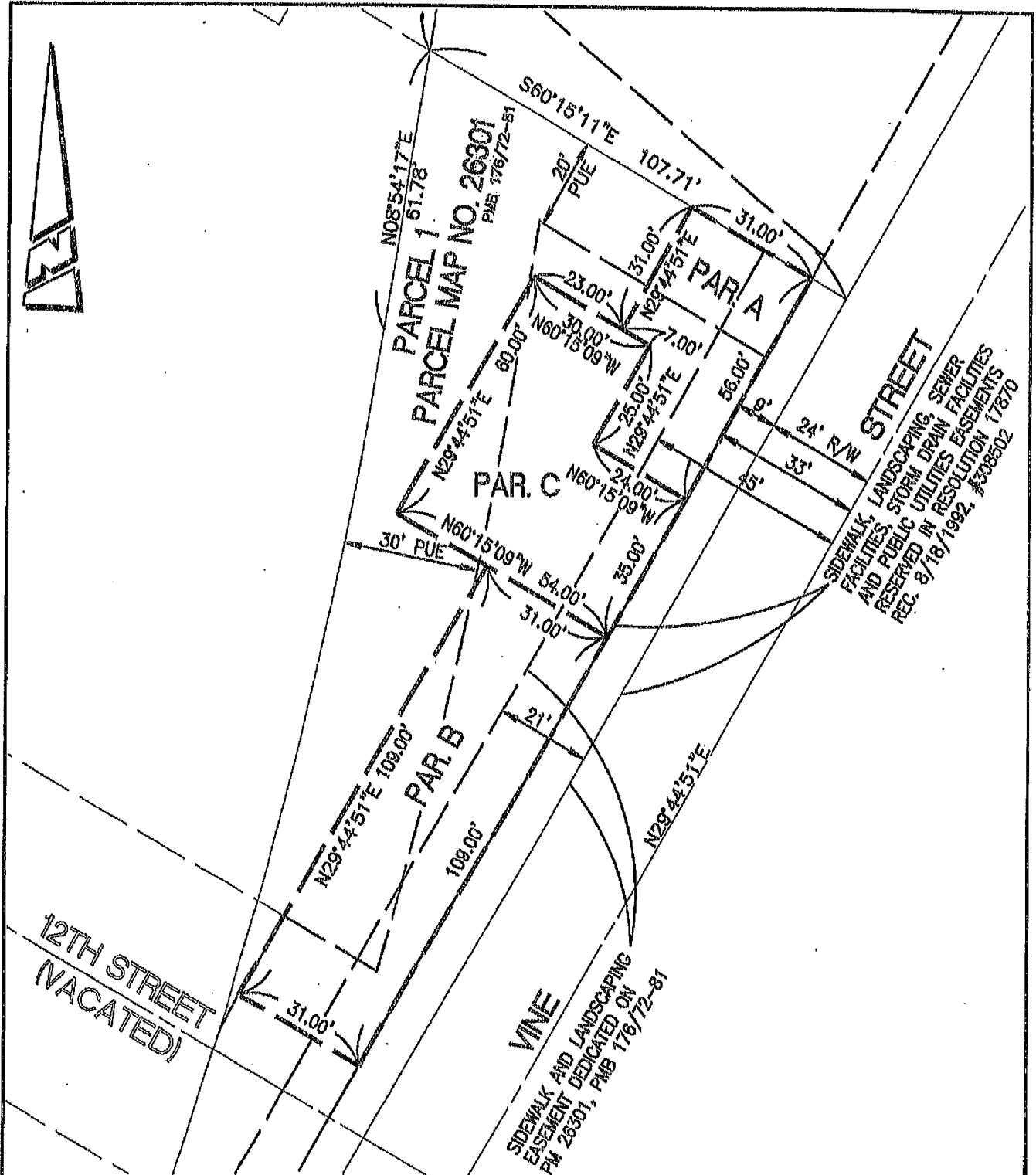
Thence South 60°15'09" East, along said perpendicular, a distance of 24.00 feet to the **POINT OF BEGINNING**.

Area – 2,640 S.F. more or less

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 2/23/01 Prep. 
Curtis C. Stephens, L.S. 7519 Date





• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=30'

DRAWN BY: CURT

DATE: 2/10/21

SUBJECT: 11TH STREET WELL RELOCATION TO RYA PARCEL

EXHIBIT "E"

**CITY OF RIVERSIDE RESOLUTION No. 22471
DATED November 13, 2012**

RESOLUTION NO. 22471

1
2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
3 RIVERSIDE, CALIFORNIA DESIGNATING THE AREA LOCATED
4 WEST OF VINE STREET AND SOUTH OF TENTH STREET AS THE
5 NEW MULTI-MODAL TRANSIT CENTER LOCATION.

6 WHEREAS, in April 1991, the City of Riverside prepared the Marketplace Specific Plan, an
7 area approximately 200 acres bounded by Third Street to the north, State Route 91 on the west,
8 Fourteenth Street on the south, and a line approximately 100 feet easterly of Park Avenue on the
9 east; and

10 WHEREAS, on May 28, 1991, the City Council adopted Resolution No. 17762 making
11 environmental findings and amending the land use, open space and circulation and transportation
12 elements of the Riverside General Plan by adding the Marketplace Specific Plan to the Riverside
13 General Plan; and

14 WHEREAS, on June 14, 1993, the Riverside Downtown Metrolink Station (Metrolink
15 Station), located at 4066 Vine Street, Riverside, CA 92507, opened. The station is currently served
16 by Amtrak intercity rail line, Metrolink commuter rail lines, Riverside Transit Agency buses, and
17 Amtrak Thruway coach service; and

18 WHEREAS, on January 7, 1997, the City Council adopted Resolution No. 19033 amending
19 the Marketplace Specific Plan to establish sub-area development standards in order to require a
20 Conditional Use Permit to establish a bus terminal; and

21 WHEREAS, on July 25, 2005, the City Council approved the relocation of the Downtown
22 Transit Center, located at Fairmount Boulevard and University Avenue, to a new location on Vine
23 Street near the Metrolink Station; and

24 WHEREAS, on July 13, 2007, the Redevelopment Agency acquired 4085 Vine Street to
25 assemble sufficient land for the development of the proposed Multi-Modal Transit Center; and

26 WHEREAS, on April 12, 2009, City Council initiated acquisition of 4015 Vine Street to
27 complete land assembly for the proposed Multi-Modal Transit Center; and

28

1 WHEREAS, on April 14, 2009, the City Council directed staff to assess the development of a
2 new Multi-Modal Transit Center on Vine Street near the Metrolink Station; and

3 WHEREAS, on May 4, 2010, the Redevelopment Agency awarded Psomas a contract to
4 conduct the Multi-Modal Transit Center Feasibility and Design study (Study) to assess feasibility of
5 consolidation of transit services, conduct traffic impact study and provide conceptual designs and
6 cost estimates; and

7 WHEREAS, on January 4, 2011, the City Council adopted Resolution No. 22142 amending
8 the General Plan 2025 Implementation Plan to include additional Implementation Tools, including
9 Tool CCM-16 which calls for supporting efforts to create a multi-modal transportation center within
10 the Marketplace Specific Plan area; and

11 WHEREAS, on June 14, 2012, Psomas completed the Study, which concluded that the
12 proposed Multi-Modal Transit Center at Vine and Tenth Streets will not be impacted by the
13 construction of HOV lanes on the State Route 91 between Adams Street and 60/91/215 Interchange.
14 The Study also concluded that the site will be large enough to accommodate an 18-bus bay facility;
15 and

16 WHEREAS, on August 27, 2012, the Transportation Committee received an update of the
17 Study and recommended that City Council designate and commit to a location for the new Multi-
18 Modal Transit Center by September 2012 to secure Federal grant funds up to \$7 million dollars; and

19 WHEREAS, on September 11, 2012, the City Council: (1) Agreed to spend \$3 million in
20 Federal grant funds and 20% match from local funds on improvements to the existing Downtown
21 Transit Center; (2) Requested a written commitment from RTA that they will partner with the City in
22 seeking additional funding for the relocation of the existing Downtown Transit Center to a new
23 Multi-Modal Transit Center location, move its operations from Downtown to the new facility if the
24 Multi-Modal Transit Center is developed, and assume the Greyhound lease; (3) Directed staff to
25 proactively work with RTA and RCTC toward the development of a new Multi-Modal Transit
26 Center; and (4) Directed the City's appointed RTA Board member to proactively work with RTA to
27 make the Multi-Modal Transit Center a reality; and
28

1 WHEREAS, on September 27, 2012, the RTA Board of Directors: (1) Authorized RTA to
2 enter into a cooperative agreement with the City for the redevelopment of the existing Downtown
3 Transit Center; and (2) Allocated \$2,716,252 in Federal grant funds and up to \$1,800,000 in
4 Transportation Uniform Mitigation Fee (TUMF) funds toward the redevelopment and expansion of
5 the RTA existing Downtown Transit Center and issue Request for Proposals to advance this project;
6 and

7 WHEREAS, on October 25, 2012, the RTA Board of Directors: (1) Rescinded its action of
8 September 27, 2012; and (2) Directed staff to amend its Comprehensive Operational Analysis scope
9 of work to include a site feasibility study to identify other potential sites in the City of Riverside for
10 the relocation of the Downtown Transit Center. One suggested location to be included in the
11 feasibility study is the unincorporated area of Riverside, west of the Interstate 215 and south of
12 Alessandro Boulevard; and

13 WHEREAS, the City Council desires to designate the Property identified in Exhibit "A"
14 attached hereto and incorporated herein as the location for the future Multi-Modal Transit Center to
15 better serve current riders of public transportation and to provide for future transportation needs of
16 the City residents.

17 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Riverside,
18 California, as follows:

19 Section 1: The City Council of the City of Riverside hereby designates the area located west
20 of Vine Street and south of Tenth Street, which is identified as "Location 1" on the exhibit attached
21 hereto as Exhibit "A", and incorporated herein as the new Multi-Modal Transit Center location.

22
23
24
25
26
27
28

Exhibit A

