

Project Condition Acknowledgement Agreement
(Fee in lieu of Construction)

This Project Condition Acknowledgment Agreement (“Agreement”) made on _____ (the “Effective Date”), by and between the San Luis Obispo Regional Transit Authority, a California joint powers authority (“RTA”) and the City of San Luis Obispo, a California municipal corporation and charter city (“City”).

WHEREAS, RTA has received final approval from the City (ARCH-200-2019 & EID-201-2019) to construct an approximately 31,250 square foot new operation, administration and maintenance facility (the “Project”) on RTA’s property located at 253 Elks Lane, San Luis Obispo (Resolution No. PC 1007-19); and

WHEREAS, City’s approval of the Project included conditions 43 and 45 (the “Conditions”), which required certain improvements to be made to Elks Lane that are now part of the City’s larger Prado Road Overpass project, which will realign Elks Lane to allow for the construction of the Overpass project; and

WHEREAS, in furtherance of the Conditions, RTA has constructed full street improvements to its property frontage (curb, gutter, sidewalk) and constructed travel lanes as well as a temporary “t” intersection at old Elks Lane and new Elks Lane as a temporary measure until the future realignment of Elks Lane is constructed with the Prado Overpass Project;

WHEREAS, the timing of the Prado Road overpass and the Elks Lane realignment project is presently scheduled for 2025; and

WHEREAS, because of both efficiency and practical reasons, both City and RTA desire to establish an up-front fee instead of entering into a covenant requiring RTA to later physically construct that portion of the Elks Lane realignment project which is attributable to the Project.

NOW THEREFORE, City and RTA agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. In lieu of RTA making any further physical improvements to Elks Lane in order to accommodate the currently developed “t” intersection with the future design of the Elks Lane realignment project as required by the Conditions, RTA shall pay City a fee in the amount of \$351,182 (the “Fee”).
3. Upon payment of the Fee to City, the Conditions are fully satisfied.
4. That the persons executing this Agreement on behalf of the parties hereby warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers and representatives as of the Effective Date.

CITY OF SAN LUIS OBISPO,
A California municipal corporation and
charter city

SAN LUIS OBISPO REGIONAL TRANSIT
AUTHORITY, a California joint powers
authority

Derek Johnson, City Manager

Geoff Straw, Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

J. Christine Dietrick, City Attorney
City of San Luis Obispo

Jon Ansolabehere, Assistant County Counsel
San Luis Obispo Regional Transit Authority