

**PURCHASE AND SALE OF REAL PROPERTY
METROLINK PARKING LOT EXPANSION PHASE II**

This AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (“**Agreement**”) is made this 12th day of December, 2017 (“**Agreement Date**”) by and between the RIALTO HOUSING AUTHORITY (“**RHA**”) and the CITY OF RIALTO, a municipal corporation (“**City**”).

R E C I T A L S R

A. RHA is the fee owner of that certain vacant real property located in the City of Rialto, San Bernardino County, California (APN 0130-021-33) commonly known as “RHA Parcel” and legally described in Exhibit A attached hereto and incorporated herein (“**Property**”).

B. In September 2015, the RHA acquired the Property and the adjacent parcel known as APN 0131-021-40 to develop an affordable housing project (“**Housing Project**”) with Rialto Metrolink South Housing Partners (“**Affordable Housing Developer**”). On June 28, 2017, the RHA and the Affordable Housing Developer.

C. In August 2017, the City contemplated utilizing .97 acres of the Property to construct a parking lot for the Metrolink Station that is adjacent to the Property and reduce the Housing Project to 1.59 acres (“**Reduced Property**”).

D. Upon acquisition of the Property, costs currently incurred by RHA with respect to the Reduced Property will become the responsibility of City.

E. City will covenant to use the Reduced Property only as parking lot as part of the Metrolink Parking Lot Expansion Project Phase 2 (collectively “**Public Purposes**”).

F. City and RHA desire to enter into this Agreement to acknowledge the foregoing recitals and to provide for the sale of the Reduced Property by RHA to City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually agree as follows:

TERMS AND CONDITIONS

1. **INCORPORATION OF RECITALS.** The Recitals are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement and are hereby incorporated herein.

2. **PURCHASE AND SALE OF PROPERTY.** City hereby agrees to purchase from RHA, and RHA agrees to sell to City the Reduced Property AS-IS together with all rights, privileges, easements, leases, licenses and interests appurtenant thereto, including, without limitation, all oil, gas, water and water rights.

3. **PURCHASE PRICE.** The purchase price for the Reduced Property shall be Three Hundred and Fifty Thousand Dollars (\$350,000) (“**Purchase Price**”). The Purchase Price has been determined

by the parties considering the conveyance is (i) AS-IS and subject to any environmental issues; (ii) without representations or warranties; (iii) conveyed only by a quit claim deed; (iv) without title insurance being provided to City; (v) subject to the Reduced Property Limitations; (vi) the lack of interest in the Reduced Property as noted in Recital E; and (vii) subject to the City's covenant that the Reduced Property will be used solely for the Public Purposes.

4. **PAYMENT OF PURCHASE PRICE.** City shall pay RHA the Purchase Price for the Reduced Property upon delivery of the Quit Claim Deed by RHA to City in the form attached hereto as Exhibit B to be delivered as set forth in Section 5 ("**Quit Claim Deed**").

5. **CLOSING.**

5.1 **No escrow.** No Escrow will be required under this Agreement. Provided City does not terminate this Agreement pursuant to Section 9, the parties shall consummate this transaction within fifteen (15) days from the Agreement Date ("**Closing**"), by RHA executing, acknowledging and delivering the Quit Claim Deed to City in accordance with the requirements of Section 6.

5.2 **Recordation.** Promptly following RHA's delivery of the Quit Claim Deed, City shall (i) execute the Certificate of Acceptance and attach it to the Quit Claim Deed and submit it for recordation with the San Bernardino County Records and (ii) deliver the Purchase Price to RHA. It is the intent of the parties that the closing occur no later than thirty (30) days from the Agreement Date.

5.3 **Insurance.** Except as otherwise provided herein, insurance policies for fire or casualty, if any, are not to be transferred, and RHA agrees to maintain all current fire or casualty policies in force until City has accepted the Quit Claim Deed, at which time RHA may cancel said policies.

6. **CONDITION OF TITLE; POSSESSION.**

6.1 **Title.** RHA shall convey by Quit Claim Deed to City fee simple title to the Property. The parties agree that no title insurance will be provided at Closing and City waives its right to acquire same and understands the risk of such decision.

6.2 **Possession.** At the Closing, RHA shall deliver possession of the Reduced Property to City free and clear of any possessory interests.

7. **NO REPRESENTATIONS AND WARRANTIES.** RHA makes no representations and warranties to City. Prior to its acquisition, City shall make its own investigation of the Reduced Property pursuant to Section 9.

8. **NO ESCROW INSTRUCTIONS; COSTS.**

8.1 **No Escrow Instructions.** Because this Agreement is being entered into by two related entities, there will be no independent escrow required.

8.2 **General Provisions and Costs.** Any costs related to the transfer and recordation of the Reduced Property shall be borne solely by City.

9. **ENTRY FOR INVESTIGATION.** For a period of ten (10) days following the Agreement Date (“**Inspection Period**”), RHA grants to City, its agents and employees a limited license to enter upon the Reduced Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, investigations and tests shall be done at RHA's sole cost and expense. As a condition to City's entry, inspection or testing, City shall keep the Reduced Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this Agreement. If City disapproves the condition of the Property, City shall have the right to terminate this Agreement provided City delivers written notice of termination to RHA prior to the end of the Inspection Period.

10. **MISCELLANEOUS.**

10.1 **No Conflict of Interest.** No officer or employee of City or RHA shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. RHA and City each warrant that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.2 **Notices.** Any notice which either party may desire to give to the other party must be in writing and may be given by personal delivery, facsimile or by mailing the same by U.S. mail to the party to whom the notice is directed at the address of such party at 150 S. Palm Avenue, Rialto, CA 92376.

10.3 **Interpretation; Governing Law.** This Agreement shall be construed according to its fair meaning and as if prepared by both parties. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

10.4 **No Waiver.** No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions.

10.5 **Amendment.** None of the terms and provisions hereof shall be altered or amended unless in writing and signed by the parties.

10.6 **Severability.** If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable,

shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.7 Merger of Prior Agreements and Understandings. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated by this Agreement and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

10.8 Time of Essence. Time is of the essence of this Agreement and of the transfer of title to the Property.

10.9 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties, notwithstanding that both parties are not signatories to the original or the same counterpart.

10.10 Attorney's Fees. In the event any action or suit is brought by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorneys' fees, expert witness fees, accounting and engineering fees, and any other professional fees resulting therefrom.

10.11 Incorporation of Exhibits. Exhibits A & B attached hereto are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CITY:

CITY OF RIALTO, a municipal corporation

By: _____
Deborah Robertson, Mayor

ATTEST:

Barbara McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

RHA:

RIALTO HOUSING AUTHORITY

By: _____
Deborah Robertson, Chairman

ATTEST:

Barbara McGee, Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, Agency Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
QUIT CLAIM DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF RIALTO
150 S. Palm Avenue
Rialto, CA 92376
Attn: City Administrator

APN. [REDACTED]

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

THE UNDERSIGNED GRANTOR DECLARES that the
documentary transfer tax is \$0 under R&T Code §11922.

QUIT CLAIM DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged and subject to the covenants specified below, the RIALTO HOUSING AUTHORITY (“**Grantor**”) remises, releases and quit claims forever without representation or warranty of any kind to the CITY OF RIALTO, a municipal corporation (“**Grantee**”) that certain real Property (Assessor Parcel No. [REDACTED]) in the City of Rialto, County of San Bernardino, State of California, as more particularly described in Attachment No. 1 attached hereto and incorporated herein by reference (“**Property**”).

A. Use Covenant. As material consideration for this conveyance, Grantee covenants for itself and any successors in interest that the Property will be used solely for public purposes which may include a parking lot as part the Metrolink Parking Lot Expansion Project.

B. Covenant of Non-Discrimination. Grantee agrees to refrain from restricting the rental, sale, or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, age, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) Deeds: In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) Leases: In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) Contracts: In contracts pertaining to conveyance of the realty the following language shall appear: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The forgoing covenants shall remain in effect in perpetuity.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the date below.

"GRANTOR"

Dated: _____, 2017

RIALTO HOUSING AUTHORITY

By _____
Deborah Robertson, Chairman

ATTEST:

Barbara McGee, Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, Agency Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real Property conveyed by the Quit Claim Deed dated _____, 201_, from the RIALTO RHA, as RHA to the former Rialto Community Redevelopment Agency, is hereby accepted by the undersigned officer on behalf of CITY OF RIALTO pursuant to authority conferred by City Council of City of Rialto pursuant to that certain AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY approved on _____, 201_, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 201_

GRANTEE:

CITY OF RIALTO, a municipal corporation

By: _____
Mike Story, City Administrator

ATTACHMENT NO. 1
LEGAL DESCRIPTION OF THE PROPERTY

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)
) ss.
COUNTY OF SAN BERNARDINO)

On _____, 201_ before me, _____, a 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 Public

SEAL: