

TRANSIT BUS SHELTER
CONSTRUCTION FEE AGREEMENT

Project Name: _____

Shelter Number: _____

THIS AGREEMENT is made and entered into this _____ day of _____,
20____, by and between the CITY OF ROSEVILLE, a municipal corporation, ("CITY") and
_____, a _____,
("DEVELOPER").

W I T N E S S E T H:

A. DEVELOPER is the owner of a parcel of real property located in Roseville, Placer County, California, which is more particularly described in Exhibit "A" and as shown on the map labeled Exhibit "B" ("the Subject Property"). DEVELOPER currently intends to develop the Subject Property, and as a condition of such development, or as provided for per the Development Agreement between DEVELOPER and CITY, the terms of which are fully incorporated herein by this reference, CITY requires that DEVELOPER construct or finance the construction of a bus shelter on the Subject Property, on real property dedicated to CITY as part of landscape corridor and/or public right-of-way.

B. In order to satisfy such condition(s) set forth in Paragraph A, DEVELOPER hereby desires to pay CITY the full present cost of constructing such bus shelter. DEVELOPER has previously provided to CITY an easement or right of way to allow for the construction, installation, operation, and maintenance of a bus shelter, or other transit related facilities, by CITY or its designated agents, in further satisfaction of such condition(s).

C. CITY is willing to accept and deems such payment and easement as in full compliance with the aforementioned condition(s) of the project permit for the Subject Property, with the understanding that the funds may be used as determined by CITY for the placement of any transit related improvement within the transit service area in which the Subject Property is located.

NOW, THEREFORE, the parties agree as follows:

1. Payment. Concurrent with the execution of this Agreement, DEVELOPER shall pay to CITY the sum of _____ (\$_____), which represents the full current cost of constructing a bus shelter, or other transit related facility.
2. Location. CITY, in its sole discretion, may choose to construct, install, operate, and/or maintain a bus shelter upon the Subject Property, or may choose to use the funds in whole or in part to construct, install, operate, and/or maintain any other transit related facilities in the transit service area in which the Subject Property is located.
3. Right of Entry. Permission to enter onto the Subject Property or other property of DEVELOPER is hereby granted to CITY, or its designated agents, as may be necessary to construct, install, operate, or maintain such bus shelter or other transit related facilities.
4. Compliance with Conditions. Upon delivery to CITY of both the fully executed grant of easement specified in Paragraph B above and the payment specified in Section 1 above, DEVELOPER shall be deemed to have fully complied with and satisfied the condition of the Project Permit for the Subject Property for the financing and construction of the required bus shelter.
5. Integration. This is an integrated agreement, and contains the complete understanding of the parties. It shall be read as a whole.
6. Amendments. This Agreement and each provision contained herein may be waived, amended, supplemented, or terminated only by mutual written agreement of CITY and DEVELOPER.

7. Notices. Any notices required by this Agreement shall be personally delivered or mailed, U.S. Mail first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE
City of Roseville
316 Vernon Street Ste. 150
Roseville, CA 95678
Attn: Alternative Transportation Division

DEVELOPER

Either party may amend its address for notice by notifying the other party in writing.

8. Venue. Any action arising out of this Agreement shall be brought in Placer County, regardless of where else it might otherwise be venued.

9. Attorney's Fees. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 20____, and DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

DEVELOPER:

_____, a

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director