

FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT

This **FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT** (“First Amendment”) is made as of February 12, 2019 (the “Effective Date”), by and between the **CITY OF RIALTO, a municipal corporation** (“City”), and **LEWIS-HILLWOOD RIALTO COMPANY LLC**, a Delaware limited liability company (“LHR”), who are collectively referred to herein as the “Parties”.

RECITALS

A. On or about April 1, 2016, the Parties entered into that certain Reimbursement Agreement (“Agreement”) to reimburse LHR for costs incurred preparing a Feasibility Study for the Alder Avenue Interchange with the 210 Freeway. Unless otherwise stated herein, all capitalized terms used in this First Amendment shall have the definitions ascribed under the Agreement.

B. The Parties wish to amend the Agreement to expand the authorized Scope of Work and increase the maximum reimbursement amount.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and LHR hereby agree as follows:

1. **Section 1.** Section 1, entitled “Responsibilities of City” shall be superseded and replaced with the following:

“1. **Responsibilities of City.** City agrees to pay to LHR all third party costs (“Reimbursable Costs”) actually incurred and paid by LHR that are directly attributable to the preparation of the SR-210/Alder Avenue Interchange Feasibility Study and the Preliminary Engineering Evaluation Report (“PEER”) by Advanced Civil Technologies and in accordance with a contract between LHR and Advanced Civil Technologies for such services. City shall make such reimbursement payments to LHR in accordance with the procedures set forth in Section 4 below from moneys held the RSP EIR/SP Fair Share Fee (Fund Account 301-241-0401-000) (“City Account”). The total amount to be paid by City pursuant to this Section 1 (exclusive of change orders pursuant to Section 2) shall not exceed Three Hundred Eighty-Seven Thousand Three Hundred and Fifty-Eight Dollars (\$387,358).

2. **Section 3.** Section 3, entitled “Responsibilities of LHR” shall be superseded and replaced with the following:
 3. **Responsibilities of LHR.** LHR shall be responsible for preparing (or causing to be prepared) the complete SR-210/Alder Avenue Interchange Feasibility Study by Advanced Civil Technologies attached hereto as Exhibit A and the Preliminary Engineering Evaluation Report attached hereto as Exhibit B. LHR shall provide the City with copies of all reports and design documents produced by LHR or any of its contractors and/or consultants in connection with the preparation of such Feasibility Study. LHR shall notify the City of, and allow the City to participate in, all meetings related to the preparation of such studies. The final studies shall be subject to the approval of the City Administrator.
3. **Continuing Effect of Agreement.** Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.
4. **Authority of Signatories.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY:

CITY OF RIALTO,
a California municipal corporation

Deborah Robertson, Mayor

ATTEST:

Barbara McGee, City Clerk

APPROVED AS TO FORM:

Fred Galante
City Attorney

LHR:

LEWIS-HILLWOOD RIALTO COMPANY, LLC,
a Delaware limited liability company

By: LEWIS-RIALTO COMPANY, LLC, a Delaware
limited liability company, its Managing
Member

By: LEWIS OPERATING CORP., a California
Corporation, its Sole Member

By: _____
Name: _____
Title: _____ Authorized Agent

By: HGI CA INVESTORS, L.P.,
a California limited partnership

By: HGI GP, LLC, a Texas limited
liability company, its general partner

By: _____
Name: _____
Title: _____

EXHIBIT A

Advanced Civil Technologies