

**CITY OF CHULA VISTA  
REIMBURSEMENT AGREEMENT  
WITH RIDA CHULA VISTA, LLC  
TO DESIGN SPECIFIED BAYFRONT INFRASTRUCTURE IMPROVEMENTS**

This REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Execution Date”) by and among the City of Chula Vista, a chartered municipal corporation (“City”) and RIDA Chula Vista, LLC, a Delaware limited liability company (“Developer”) (collectively, the “Parties” and, individually, a “Party”). with reference to the following Recitals:

**RECITALS**

A. WHEREAS, City, Developer, and the San Diego Unified Port District (“District”) entered into a Disposition and Development Agreement for the Resort Hotel Convention Center Project (Chula Vista Bayfront Master Plan Parcel H-3), effective May 7, 2018 (the “DDA”); and

B. WHEREAS, the Scope of Development attached to the DDA provides that the Developer shall construct certain infrastructure improvements, consisting of: E Street (from G Street to H Street), the G Street Connection, H Street (Bay Boulevard to Street A), H Street (Marina Parkway to E Street), Harbor Park (Initial), H-3 Site Prep, and the H-3 Utility Corridor (the “Developer’s Phase 1A Infrastructure Improvements”); and

C. WHEREAS, Section 4.7(c) of the DDA provides that the District and the City shall reimburse the Developer in cash for any and all funds expended prior to the DDA Close of Escrow by the Developer in connection with design, architectural work, and engineering work for the Developer’s Phase 1A Infrastructure Improvements as set forth in the Scope of Development, other than the amounts that have been paid to Developer pursuant to Section 4.8(e) of the DDA, from the first disbursement of the Public Fund Contribution pursuant to the construction loan account instructions; and

D. WHEREAS, the Scope of Development attached to the DDA provides that the in-road sewer facilities included in the Developer’s Phase 1A Infrastructure Improvements (the “Developer’s Sewer Improvements”) shall be funded by the City’s Sewer Facility Contribution; and

E. WHEREAS, the Developer and the City have negotiated and anticipate executing the City of Chula Vista Reimbursement Agreement with RIDA Chula Vista, LLC to Construct Specified Bayfront Sewer Improvements (the “Sewer Reimbursement Agreement”) for this purpose; and

F. WHEREAS, the Sewer Reimbursement Agreement provides a mechanism for the City to reimburse the Developer in cash for any and all funds expended prior to the DDA Close of

Escrow by the Developer in connection with design, architectural work, and engineering work for the Developer's Sewer Improvements; and

G. WHEREAS, the scope of this Agreement is therefore limited to the Developer's Phase 1A Infrastructure Improvements, excluding the Developer's Sewer Improvements (the "Project"); and

H. WHEREAS, the City has identified and set aside funds generated by the Bayfront project sufficient for this purpose; and

I. WHEREAS, Developer desires to enter into this Agreement with the City, so that it may obtain reimbursement for the eligible costs of designing Developer's Phase 1A Infrastructure Improvements incurred prior to DDA Close of Escrow.

## **AGREEMENT**

NOW THEREFORE, in consideration of the above Recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Developer agree as follows:

### **ARTICLE I. DEFINITIONS**

In this Agreement, unless the context otherwise requires, the following terms and phrases shall have the following meanings:

- 1.1. Agreement. "Agreement" means this Reimbursement Agreement between the City and the Developer. The term "Agreement" shall include any amendment to the Agreement properly approved and executed pursuant to the terms of this Agreement.
- 1.2. City. "City" means the City of Chula Vista. Unless specifically provided otherwise, whenever this Agreement requires an action or approval by City, that action or approval shall be performed by the City representative designated by the Agreement.
- 1.3. City Council. "City Council" means the governing body of the City.
- 1.4. City Manager. "City Manager" means the City Manager of City or his or her designee.
- 1.5. Cutoff Date. "Cutoff Date" means ninety (90) days from the DDA Close of Escrow.
- 1.6. CVMC. "CVMC" has the meaning given to such term in the Recitals.
- 1.7. DDA. "DDA" has the meaning given to such term in the Recitals.
- 1.8. DDA Close of Escrow. "DDA Close of Escrow" means Close of Escrow as such term is defined in the DDA.

- 1.9. Design Professional(s). “Design Professional(s)” means persons or entities providing design, architecture, landscape architecture, survey, or engineering work or services for the Developer’s Phase 1A Infrastructure Improvements.
- 1.10. Developer. “Developer” has the meaning given to such term in the preamble.
- 1.11. Developer’s Phase 1A Infrastructure Improvements. “Developer’s Phase 1A Infrastructure Improvements” has the meaning given to such term in the Recitals.
- 1.12. Developer’s Sewer Improvements. “Developer’s Sewer Improvements” has the meaning given to such term in the Recitals.
- 1.13. Director of Development Services. “Director of Development Services” means the Director of Development Services of City or his or her designee.
- 1.14. District. “District” has the meaning given to such term in the Recitals.
- 1.15. Eligible Expenses. “Eligible Expenses” means costs that the City shall reimburse Developer for the Project, not to exceed the Estimated Cost.
- 1.16. Estimated Cost. “Estimated Cost” means the design cost of the Project to be incurred prior to DDA Close of Escrow, estimated to total \$715,000, as shown in Exhibit A, attached hereto. As the Estimated Cost is not initially the result of contracts for the actual design, it is subject to change during the contract negotiation process as well as during the design phase, subject to approval of the Parties.
- 1.17. Execution Date. “Execution Date” has the meaning given to such term in the preamble.
- 1.18. Holiday. “Holiday” means the City-observed holidays listed below (if any holiday listed falls on a Saturday, then the Saturday and the preceding Friday are both legal holidays. If the holiday should fall on a Sunday, then the Sunday and the following Monday are both legal holidays):

<u>Holiday</u>	<u>Observed On</u>
New Year’s Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Caesar Chavez Day	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Day Friday	Friday after Thanksgiving
Christmas Day	December 25

- 1.19. Maximum Reimbursement Amount. “Maximum Reimbursement Amount” means the lesser of the Estimated Cost, as may be amended from time to time, or the amount of Reimbursable Costs that is calculated during the Final Accounting (as defined below).
- 1.20. Non-Reimbursable Costs. “Non-Reimbursable Costs” means the following costs that shall not be eligible for reimbursement under this Agreement: Costs Incurred Due to Negligence or Unapproved Costs, each as further defined in Section 6.1.4.1.
- 1.21. Party. “Party” has the meaning given to such term in the preamble.
- 1.22. Payment Date. “Payment Date” means twenty (20) days following the date on which Developer submits a complete Reimbursement Request (as reasonably determined by the Director of Development Services) or a Reimbursement Request that is complete with respect to a portion of the requested reimbursement (as reasonably determined by the Director of Development Services).
- 1.23. Project. “Project” has the meaning given to such term in the Recitals.
- 1.24. Project Improvements. “Project Improvements” or “Improvements” means the Developer’s Phase 1A Infrastructure Improvements, excluding Developer’s Sewer Improvements.
- 1.25. Public Fund Contribution. “Public Fund Contribution” has the meaning given to such term in the DDA.
- 1.26. Reimbursable Costs. “Reimbursable Costs” means costs of the design of the Developer’s Phase 1A Infrastructure Improvements that have been expended by Developer and approved by the City through approval procedures described in the Agreement.
- 1.27. Reimbursement Request. “Reimbursement Request” means a reimbursement request package submitted to the City containing the items listed in Section 6.1.2.1.
- 1.28. Sewer Facility Contribution. “Sewer Facility Contribution” means the contribution by the City to fund specific sewer facility improvements comprising part of the RHCC Public Improvements as may be more specifically described in the Plan of Finance (as defined in the DDA).
- 1.29. Sewer Reimbursement Agreement. “Sewer Reimbursement Agreement” has the meaning given to such term in the Recitals.
- 1.30. Working Day(s). “Working Day(s)” means Monday through Friday, excluding Holidays.

## ARTICLE II. SUBJECT OF THE AGREEMENT - GENERALLY

The above-listed Recitals are true and correct and are hereby incorporated by this reference. All attachments to this Agreement as Exhibits are incorporated into this Agreement by this reference.

- 2.1. Developer's Design of Phase 1A Infrastructure Improvements. Except as expressly provided in this Agreement, Developer shall cause the design of the Phase 1A Infrastructure Improvements, in accordance with all the terms and conditions of this Agreement and for no more than Maximum Reimbursement Amount.
- 2.2. City Payment. City shall reimburse Developer, subject to the terms and conditions herein, for the Eligible Expenses of design of Developer's Phase 1A Infrastructure Improvements.

## ARTICLE III. DURATION OF AGREEMENT

- 3.1. Term of Agreement. This Agreement shall become effective on the Effective Date following City Council's approval, and the term of this Agreement shall extend until the earlier of (i) such time as all executory terms have been completed and (ii) earlier termination of this Agreement.

## ARTICLE IV. PROJECT COSTS

- 4.1. Estimated Cost. The Estimated Cost of the Project is seven hundred and fifteen thousand dollars (\$715,000), as shown in Exhibit A, attached hereto.
- 4.2. Adjustment to Estimated Cost. The Estimated Cost is subject to change by the methods identified in this Agreement.
- 4.3. Notification of Increased Costs. If, at any time, Developer definitely establishes that the amount to be expended on the Project will exceed the Estimated Cost, Developer shall promptly, and in any case not more than ten (10) Working Days after the Developer definitely establishes the amount of the increase, notify the City thereof in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions (e.g., deductive changes) which Developer believes will bring the design cost to within the Estimated Cost. The City may either: (i) approve an increase in Estimated Cost (which approval shall not be unreasonably withheld, conditioned, or delayed); or (ii) reasonably delineate a project which may be designed for the Estimated Cost; or (iii) any combination of (i) and (ii).

## ARTICLE V. DESIGN STANDARDS

- 5.1. Standard of Care. Developer agrees that the services provided as part of this Agreement shall be performed in accordance with the standards customarily adhered to by experienced

and competent professional architectural, engineering, and landscape architecture firms (as applicable) using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California.

5.1.1. *Compliance with all Laws.* Developer shall comply, and require compliance by any and all of its Design Professionals, employees, and agents with all laws, including but not limited to all local, City, San Diego County, State of California, and federal laws, codes and regulations, ordinances and written publicly available policies, including, but not limited to, Development Services Department permits, state and local Building Codes, stormwater regulations, etc.

5.2. City Approval Not a Waiver of Obligations. Where approval by the City, the City Manager, or other representative of City is required, it is understood to be general approval only and does not relieve Developer of responsibility for complying with all applicable laws, codes, and good consulting, design, and construction practices. and Any approval by City not an assumption of liability by the City and shall not cause City to become an insurer or surety of work associated with the approvals.

## **ARTICLE VI. REIMBURSEMENT/PAYMENT OF COSTS AND EXPENSES**

6.1. Payment of Costs Associated with Project

6.1.1. *Maximum Reimbursement Amount.* The maximum amount of reimbursement for Project shall not exceed the Maximum Reimbursement Amount. Developer shall not be entitled to payment in excess of the Maximum Reimbursement Amount.

6.1.2. *Prerequisites to Payment.*

6.1.2.1. *Reimbursement Request.* Prior to reimbursement of any costs or expenses for the Project, Developer shall provide the City with a Reimbursement Request containing the following:

- a. *Invoices.* Developer shall provide the Director of Development Services all invoices for Reimbursable Costs associated with Project, not previously paid by the City, within 30 days after receipt thereof.
- b. *Proof of Payment.* Developer shall provide the Director of Development Services with proof of payment of all invoices for Reimbursable Costs submitted within 30 days after such payment.

- c. Certification of Payment. Developer shall provide the Director of Development Services with a written certification that all costs for which Developer is seeking reimbursement have been paid.
- d. Acknowledgement of Subcontractors. Developer shall provide the Director of Development Services with a letter from each firm (e.g. civil, survey, and geotechnical) acknowledging that eligible soft costs included in the relevant invoices have been paid.
- e. Other Documents. Developer shall provide the Director of Development Services with any other documents that may be needed to evaluate the eligibility of the expense as determined necessary by the Director of Development Services in his/her sole discretion.

City shall not have an obligation to make payment to Developer unless and until Developer provides the Director of Development Services with a Reimbursement Request containing all of the applicable items listed above and such Reimbursement Request is approved by the Director of Development Services as provided below.

- 6.1.2.2. City Approval. The Director of Development Services shall review each Reimbursement Request and the supporting documentation. If the Director of Development Services finds that any such Reimbursement Request is incomplete, improper, or otherwise not suitable for reimbursement, the Director of Development Services shall inform Developer in writing within fifteen (15) Working Days after receipt thereof of the reasons for his/her finding. Developer shall have the right to respond to such finding by submitting further documentation or information to the City. The Director of Development Services shall review any further documentation received from Developer in support of the Reimbursement Request and inform Developer of his/her approval or denial of the Reimbursement Request, in whole or in part, within ten (10) Working Days after receipt of such further documentation. If the Director of Development Services determines that the Reimbursement Request is incomplete, but that sufficient and complete information exists with respect to a portion of the Reimbursement Request, then the Director of Development Services may but is not obligated to approve the Reimbursement Request with respect to such portion of the Reimbursement Request. The City shall cause the Director of

Development Services to carry out its duties under this Section 6.1.2.2 in a reasonable and good faith manner.

6.1.3. *Time of Payment.* After Developer has obtained City’s approval, in whole or in part, of a Reimbursement Request pursuant to 6.1.2, City shall reimburse Developer for the approved Reimbursable Costs by the Payment Date. If the Payment Date falls on a weekend or holiday, the Payment Date shall be extended to the next Working Day.

6.1.3.1. *Additional Costs.* Any costs that may accrue, such as interest on late payments to Developer’s Design Professionals as a result of the Developer’s failure to provide a complete Reimbursement Request, shall not be the obligation of the City if the City has not received a complete Reimbursement Request. Such additional costs shall be the obligation of the Developer and not eligible for reimbursement.

6.1.4. *Reimbursement Amount per Reimbursement Request.* The City shall pay Developer approved amounts in the Reimbursement Request, less any Non-Reimbursable Costs and Contested Charges (as defined below).

6.1.4.1. *Non-Reimbursable Costs.* The following costs/expenses shall not be eligible for reimbursement under this Agreement.

- a. *Costs Incurred Due to Negligence.* Developer shall not be entitled to payment for any incremental cost or expense incurred due to negligent acts, negligent omissions, or willful misconduct of Developer or Developer’s Design Professionals, or any of their respective contractors, subcontractors, employees, or agents.
- b. *Unapproved Costs.* Developer shall not be entitled to reimbursement for any cost or expense that has not been approved by the City pursuant to Section 6.1.2.2.
- c. *Additional Costs.* Developer shall not be entitled to reimbursement for additional costs pursuant to 6.1.3.1.
- d. *Requests After Cutoff Date.* Developer shall not be entitled to reimbursement for costs included in Reimbursement Requests submitted after the Cutoff Date pursuant to 6.1.5.

6.1.4.2. *Contested Charges.* In the event that the City contests any cost/expense on an invoice received (“Contested Charge”), the City shall provide



Developer a written statement of the Contested Charges, the reason why the costs/expenses are contested, and a proposed resolution.

- a. Appeal to City Manager. Developer may appeal the City's determination of any Contested Charges. The appeal must be received by the City within 30 days after the City notifies the Developer of such Contested Charge. During the appeal period, and as long as any Contested Charges remain disputed, Developer shall proceed with the Project, and the City shall compensate Developer for the undisputed amounts. If, following the appeal, the City Manager determines that any Contested Charges are eligible for reimbursement, such amounts shall be included in the next payment to Developer.

6.1.5. *Cutoff for Submission of Invoices.* Developer shall submit its final Reimbursement Request not later than the Cutoff Date. Any Reimbursement Requests submitted after the Cutoff Date shall not be reviewed or included in Reimbursable Cost. The final payment by the City for the Project will be made only after Developer has submitted all documentation reasonably necessary to substantiate the cost of the Project.

6.1.6. *Final Accounting.* Following completion of the Project, Developer shall submit a final accounting ("Final Accounting") to the City in order to determine the cost of the Project. Developer shall also submit all supporting information reasonably necessary to document costs/expenses for the Project, including specific details on the costs and work attributable to the Project, including as applicable, third-party invoices, billings, and receipts.

6.1.6.1. *True-up Payments.* Within 30 Working Days following a Final Accounting, the City shall determine whether the actual payments made to the Developer equal the audited approved costs and expenses. In the event that the amount of the approved costs and expenses exceed the amount of the actual payments, the City shall make a true-up payment to Developer for the difference; however, in no event, shall the true-up payment cause the total amount paid to exceed the Maximum Reimbursement Amount. If the Final Accounting shows that the amount of actual payments to Developer exceed the amount of the approved costs and expenses, Developer shall remit or cause the remittance of the difference to the City within twenty (20) Working Days of a notice of deficiency.

**ARTICLE VII. INDEMNITY AND DUTY TO DEFEND**

7.1. Defense, Indemnity, and Hold Harmless.

7.1.1. *General Requirement.* Developer shall defend, indemnify, protect, and hold harmless the City, its elected and appointed officers, agents and employees, from and against any and all claims, demands, causes of action, costs, expenses, liabilities, loss, damages, and injuries, in law or equity, to property, including takings claims, or persons, including wrongful death, to the extent and proportion directly or indirectly caused by any negligent acts or negligent omissions, or negligence or willful misconduct of Developer, its officials, officers, contractors, Design Professional(s), agents, or employees arising out of or in connection with the Project or this Agreement.

This indemnity provision does not include any claims, damages, liability, costs and expenses (including without limitations, attorneys’ fees) arising from the sole negligence, active negligence or willful misconduct of the City, its officials, officers, agents, or employees. Also covered by this provision is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or negligent omissions of the City, its agents, officers, officials or employees which may be in combination with, and to the extent and proportion caused by, the active or passive negligent acts or negligent omissions of Developer, its officials, officers, contractors, Design Professional(s), agents, or employees.

7.1.2. *Costs of Defense and Award.* Developer shall immediately accept all tenders and defend, at Developer’s own cost, expense and risk, any and all claims, demands, suits, actions, or other legal or administrative proceedings that may be brought or instituted against the City, its officials, officers, employees, and/or agents. Developer acknowledges and agrees that its obligation to accept tender and defend the City, its officials, officers, employees, and/or agents as provided in this Section 7.1.2 is absolute and not subject to any limitations in Section 7.1.1 of this Agreement, or elsewhere. Developer shall pay and satisfy any judgement, award, or decree that may be rendered against City or its officials, officers, employees, and/or agents, for any and all related legal expense and costs incurred by each of them to the extent of Developer’s actual determined negligence, subject to the limitations in Section 7.1.1. The City may, in its sole and absolute discretion, participate in the defense of any and all suits, actions, or other legal proceedings that may be brought or instituted against the City, its officials, officers, employees, and/or agents, and the Developer shall have the obligation to reimburse the City for any costs of defense incurred by the City, including, without limitation, reimbursement for attorneys’ fees, experts’ fees and other costs. The City’s

participation shall not relieve the Developer of any of its obligations under this Article VII.

- 7.1.3. *Insurance Proceeds.* Developer's obligations under Article VII shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, and/or agents.
- 7.1.4. *Declarations.* Developer's obligations under Article VII shall not be limited by any prior or subsequent declaration by Developer.
- 7.1.5. *Enforcement of Costs.* Developer agrees to pay any and all costs, including attorneys' fees that the City incurs enforcing the indemnity and defense provisions set forth in Article VII.
- 7.1.6. *Survival.* Developer's obligations under Article VII shall survive the expiration and/or termination of this Agreement.

#### **ARTICLE VIII. INSURANCE REQUIREMENTS**

- 8.1. Insurance Requirements. Developer shall, and shall require its architects, engineers, contractors, subcontractors, and other persons and entities providing services for or performing work on the Project to purchase and maintain insurance in the same manner and to the same extent as required by Section 4.10 of the DDA.

#### **ARTICLE IX. RECORDS AND AUDITS**

- 9.1. Retention of Records. Developer shall maintain data and records related to this Agreement for a period of not less than three (3) years following receipt of final payment under this Agreement.
- 9.2. Audit of Records. At any time during normal business hours and as often as the City deems necessary, Developer and any or all of Developer's Design Professionals shall make available to the City for examination at reasonable locations within the City/County of San Diego all of the data and records with respect to all matters covered by this Agreement. Developer and Developer's Design Professionals will permit the City to make audits of all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered by this Agreement. If records are not made available within the City/County of San Diego, then Developer shall pay all the City's travel related costs to audit the records associated with this Agreement at the location where the records are maintained. Such costs will not be Reimbursable Costs.
  - 9.2.1. *Costs.* Developer and Developer's agents shall allow City to audit and examine books, records, documents, and any and all evidence and accounting procedures

and practices that City reasonably determines are necessary to discover and verify all costs of whatever nature, which are claimed to have been incurred, anticipated to be incurred, or for which a claim for additional compensation have been submitted under this Agreement.

**ARTICLE X. MISCELLANEOUS PROVISIONS**

10.1. Notices. All notices and demands given pursuant to this Agreement shall be written. They shall be deemed served (i) immediately, upon personal delivery; (ii) the next Working Day, if sent prepaid by recognized overnight service such as FedEx for delivery the next business day; or (iii) three (3) business days after deposit in the United States mail, certified or registered mail, return receipt requested, first-class postage prepaid. Until notice of a change of address is properly given, notice shall be given:

If to City:                   City of Chula Vista  
                                  Attn: City Manager  
                                  276 Fourth Avenue  
                                  Chula Vista, California 91910

With a copy to:           Office of the City Attorney  
                                  Attn: City Attorney  
                                  276 Fourth Avenue  
                                  Chula Vista, California 91910

If to Developer:         RIDA Chula Vista, LLC  
                                  Attention: Legal Department  
                                  1777 Walker Street, Suite 501  
                                  Houston, Texas 77010

With a copy to:         Latham & Watkins  
                                  Attn: Steven Levine  
                                  12670 High Bluff Drive  
                                  San Diego, CA 92130

10.2. Captions. Captions in this Agreement are inserted for convenience of reference. They do not define, describe or limit any term of this Agreement.

10.3. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties regarding the subject matter hereof. No prior or contemporaneous oral or written representations, agreements, understandings and/or statements regarding its subject matter shall have any force or effect. This Agreement is not intended to supersede or amend any other agreement between the Parties unless expressly noted. However, all

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<sup>1</sup> City of Chula Vista Agreement No.: 19097  
RIDA CHULA VISTA, LLC

previous written agreements, remain in full force and effect except to the extent they conflict with this Agreement.

- 10.4. Severability. If any provision of this Agreement or its particular application is held invalid or unenforceable, the remaining provisions of this Agreement, and their application, shall remain in full force and effect, unless a Party's consideration materially fails as a result.
- 10.5. Recordation. The City may record this Agreement in the Office of the County Recorder of San Diego County, California.
- 10.6. Preparation of Agreement. No inference, assumption or presumption shall be drawn from the fact that a Party or its attorney drafted this Agreement. It shall be conclusively presumed that all Parties participated equally in drafting this Agreement.
- 10.7. Authority. Each Party warrants and represents that it has legal authority and capacity to enter into this Agreement, and that it has taken all necessary action to authorize its entry into this Agreement.
- 10.8. Modification. This Agreement may not be modified, terminated or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by the Parties hereto, their successors or assigns.
- 10.9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement shall be the City of San Diego.
- 10.10. Administrative Claims. No suit or arbitration shall be brought arising out of this Agreement against the City unless a claim has first been presented in writing and filed with the City and acted upon by the City in accordance with the procedures set forth in Chapter 1.34 of the CVMC, as same may from time to time be amended (the provisions of which are incorporated by this reference as if fully set forth herein), and such policies and procedures used by City in the implementation of same.
- 10.11. Non-liability of City Officials and Employees. No member, official, employee or consultant of the City shall be personally liable to Developer in the event of any default or breach by City, or for any amount which may become due to Developer, or on any obligations under the terms of this Agreement.
- 10.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be the original and all of which shall constitute one and the same document.

**[End of page. Signature page follows this page.]**

IN WITNESS WHEREOF, this Reimbursement Agreement is executed as of the day and year first set forth above.

**CITY**

**DEVELOPER**

CITY OF CHULA VISTA, a California charter city and municipal corporation

RIDA CHULA VISTA, LLC, a Delaware limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_ \*

Gary Halbert, City Manager

ATTEST:

By: \_\_\_\_\_

Kerry Bigelow, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Glen R. Googins, City Attorney

\* Signatories to provide signature authority for signatory.

**EXHIBIT A**

**ESTIMATED COST**

<b>Improvement Description</b>	<b>Design Cost Estimate<sup>1</sup></b>
E Street (G Street to H Street)	315,000
G Street Connection	35,000
H Street (Bay Blvd to Street A)	20,000
H Street (Marina Pkwy to E Street)	270,000
H-3 Utility Corridor	75,000
<b>Total</b>	<b>715,000</b>

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<sup>1</sup> Costs are in 2019 dollars.

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1 | City of Chula Vista Agreement No.: 19097  
RIDA CHULA VISTA, LLC