

REIMBURSEMENT AGREEMENT
FRIENDS OF RIVERSIDE AIRPORT, LLC

Jurupa Avenue Street Improvements

This Reimbursement Agreement ("Agreement") is made and entered into this ____ day of _____, 2020 ("Effective Date") by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and FRIENDS OF RIVERSIDE AIRPORT, LLC, a California limited liability company ("FRA").

RECITALS

A. FRA, in connection with its development of Tract 28987, and pursuant to that certain Exchange, Disposition and Development Agreement between the parties, dated May 28, 2003, and as amended ("Agreement"), constructed or is constructing the Jurupa Avenue extension and street improvements ("Project").

B. Pursuant to the Agreement, Section 5.2, the City agreed to reimburse FRA the reasonable costs and expenses incurred for the City's portion of the Jurupa Avenue extension.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. FRA Responsibilities. To fully construct the Project, including the City's portion.
2. Reimbursement to Developer. City hereby agrees to reimburse FRA for a total amount of Three Hundred Twenty-Two Thousand One Hundred Twenty-Six Dollars (\$322,126.00) for the costs FRA incurred, or will incur, in the Jurupa Avenue Street Improvements. FRA shall be reimbursed said amount when FRA has fully completed the Jurupa Avenue Street Improvements, and when all said construction has been accepted by the City of Riverside ("City"). City shall make such reimbursement payment to FRA within sixty (60) days of acceptance of the Jurupa Avenue Street Improvements by City.
3. Term. This Agreement shall become effective as of the date first indicated above and shall remain in effect until such time that the Project has been accepted by City and the reimbursement is paid, unless this Agreement is terminated pursuant to the provisions set forth herein, and subject to paragraph 11.
4. Reimbursement Agreement No Debt or Liability of City. This Reimbursement Agreement does not constitute a debt or liability of the City, other than as provided in Section 3, above. No member of the City Council and no officer, employee or agent of the City shall to any extent be personally liable hereunder.
5. Assignment. During the Term of this Agreement, no voluntary or involuntary successor in interest of FRA shall acquire any rights or powers under this Agreement by assignment or otherwise, nor shall FRA make any total or partial sale, transfer, conveyance,

assignment or lease of the whole or any part of this Agreement without the prior written approval of the City by its Development Director. Any purported transfer, voluntary or by operation of law, in violation of this Section 5, shall constitute a default hereunder and shall be void and the City shall have the cumulative options to terminate this Agreement, and all rights of FRA to reimbursement as set forth herein, and to seek all remedies available at law or equity.

6. Amendments. This Agreement may be amended or supplemented only by written documents signed by both parties.

7. Notices. All written notices to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

CITY

Public Works/Land Development
City of Riverside
Attn: Chris Scully
3900 Main Street
Riverside, CA 92522

FRA

Friends of Riverside Airport,
LLC
Attn: Bob Beers
8175 Limonite Avenue, Ste. E
Riverside, CA 92509

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery; (b) if given by electronic communication, whether by telex, telegram or telecopier, upon the sender's receipt of an appropriate answer back or other written acknowledgment; (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail; (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier; or (e) if given by any other means, upon delivery at the address specified in this Section.

8. Compliance with Laws. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California without regard to conflicts of laws rules thereof. Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided in this Agreement shall be tried in the Superior Court of the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

9. Interpretation. The parties hereto acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and each represents and warrants to the other that it has been or could have been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to such extrinsic evidence not in direct

conflict with any specific provision of this Agreement to determine and give effect to the intention of the parties hereto.

10. Successors and Assigns. Subject to the provisions of Section 5, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

11. Termination. City reserves the right to terminate this Agreement if: (a) FRA assigns this Agreement in violation of Section 5; or b) FRA relocates the utilities in such a defective manner that City has to repair the defects.

12. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto and supersedes any prior written or oral agreements between them. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, which are not fully expressed herein.

13. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of the parties each represent and warrant that they have the legal power, right and actual authority to bind the respective parties to the terms and conditions hereof and thereof.

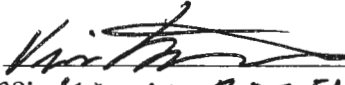
[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have caused this Reimbursement Agreement for Jurupa Avenue Street Improvements to be duly executed the day and year first written above.

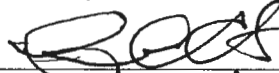
CITY OF RIVERSIDE, a California charter city and municipal corporation

FRIENDS OF RIVERSIDE AIRPORT, LLC, a California limited liability company

By: _____
City Manager

By: 
Name: VEENE BARTLEMAN
Title: MANAGING PARTNER
11-10-2020

ATTEST:

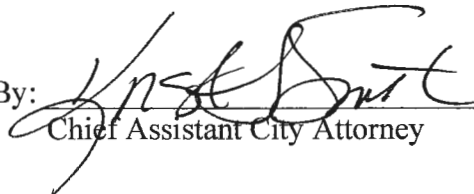
By: 
Name: HENRY COR
Title: MANAGING DIRECTOR

By: _____
City Clerk

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: _____
Chief Financial Officer

APPROVED AS TO FORM

By: 
Chief Assistant City Attorney