

Contract No.: 2025-084 A1
Approved: _____

**FIRST AMENDMENT
TO
REIMBURSEMENT AGREEMENT
FOR
MERRILL AVENUE WIDENING, INTERCONNECT & EUCLID MEDIAN**

THIS FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT FOR MERRILL AVENUE WIDENING, INTERCONNECT & EUCLID MEDIAN IMPROVEMENTS ("Amendment No. 1") is made and entered into this 2nd day of December 2025 ("Effective Date"), by and between the CITY OF CHINO, a municipal corporation, hereinafter called ("CITY") and EUCLID LAND VENTURES, LLC, a Delaware limited liability company ("DEVELOPER"). CITY and DEVELOPER are hereinafter referred to individually as "Party" and hereinafter referred to collectively as the "PARTIES."

RECITALS

WHEREAS, on July 30, 2024, the Parties entered into that certain *Reimbursement Agreement for Merrill Avenue Widening, Interconnect & Euclid Median Improvements* ("Agreement") to facilitate construction of the Merrill Avenue Widening, Traffic Signal Interconnect, and Euclid Avenue Median Improvements (collectively, the "Public Improvements"), as more particularly depicted in Exhibit C to the Agreement; and

WHEREAS, the Agreement established a not-to-exceed reimbursement amount of Fifteen Million Seven Hundred Nine Thousand One Hundred Dollars (\$15,709,100) funded through a combination of Developer deposits and Development Impact Fee ("DIF") accounts; and

WHEREAS, during construction the scope of work was increased to include, without limitation, additional concrete paving, installation of storm drain facilities along Bon View Avenue, and enhanced Euclid Avenue street and median improvements, resulting in a net cost increase of approximately One Million Nine Hundred Eighty-Three Thousand Seven Hundred Sixty-Seven Dollars (\$1,983,767); and

WHEREAS, the Parties now desire to amend the Agreement to increase the authorized reimbursement amount.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

TERMS

NOW, THEREFORE, the PARTIES agree to amend the Agreement as follows:

1. SECTION 11.1 – REIMBURSEMENT (AMENDED)

Section 11.1 of the Agreement is hereby amended in its entirety to read as follows:

The City Engineer has determined that the total cost of the Public Improvements eligible for reimbursement is estimated to be Seventeen Million Six Hundred Ninety-Two Thousand Eight Hundred Sixty-Seven Dollars (\$17,692,867) ('Estimated Costs'). The Estimated Costs shall be subject to adjustment based upon the final accepted and approved 'as-built' plans and specifications and the City Engineer's review of all actual cost documentation upon final acceptance of the Public Improvements by the City ("Actual Cost"). The revised Estimated Costs reflect an increase of One Million Nine Hundred Eighty-Three Thousand Seven Hundred Sixty-Seven Dollars (\$1,983,767) from the original Agreement amount of Fifteen Million Seven Hundred Nine Thousand One Hundred Dollars (\$15,709,100), due to additional paving, storm drain improvements, and expanded Euclid Avenue median enhancements completed during construction.

2. **WARRANTY RE ABSENCE OF DEFAULTS.** DEVELOPER represents and warrants to CITY that, as of the Effective Date of this Amendment No. 1, CITY is not in default of any material term of the Agreement, and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement by the Successor Agency.
3. **CONTINUING EFFECT OF AGREEMENT.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.
4. **COUNTERPARTS.** This Amendment No. 1 may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
5. **AUTHORITY.** The persons executing this Agreement on behalf of the PARTIES hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, CITY has caused this Amendment No. 1 to be executed in its behalf by its City Manager and duly attested by its City Clerk, and DEVELOPER has executed this Amendment No. 1, as of this day and year first above written.

APPROVED AS TO FORM:

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Hye Jin Lee
Director of Public Works

EUCLID LAND VENTURES, LLC

Dated: _____

By: _____
(Signature)

Name: _____
(Please Print or Type Name)

CITY OF CHINO

Dated: _____

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk