

**REIMBURSEMENT AGREEMENT  
BETWEEN THE CITY OF CYPRESS AND CYPRESS SCHOOL DISTRICT  
FOR ELECTION COSTS**

This REIMBURSEMENT AGREEMENT ("Agreement"), dated as of October \_\_, 2018, is executed by and between the CITY OF CYPRESS, a charter city and municipal corporation ("City"), and the CYPRESS SCHOOL District, a California school District ("District"), with reference to the following facts:

**RECITALS**

A. The District proposes to sell a 3.86 acre portion of their property located at 5081 Orange Avenue in the City of Cypress to Melia Homes, where the 3.86 acre portion is currently operating as a maintenance facility ("District Maintenance Site").

B. The District Maintenance Site is currently zoned as "PS-1A" or "Public/Semi-Public," and the District requests that the City rezone the District Maintenance Site to "PC-14 Planned Community" so that the District may sell such site to Melia Homes for the purpose of developing approximately 33 two-story single family homes and 12 two-story townhomes.

C. The Cypress Greenbelt Preservation and Open Spaces Initiative ("Measure D") requires that any rezoning of property currently zoned as "PS-1A" or "Public/Semi-Public" be submitted to the City's electors for their approval.

D. On June 11, 2018, at the request of the District, the City Council adopted resolutions which submitted the question of rezoning the District Maintenance Property to "PS-1A" or "Public/Semi-Public" to the City's voters at the November 6, 2018 General Election ("Measure M").

E. The General Election on November 6, 2018, including all matters submitted thereto such as Measure M ("General Election") has been consolidated with the election being conducted by the County of Orange ("County") on November 6, 2018, and, therefore, the City will be required to pay the County for the costs of the consolidated General Election, including those costs relating to Measure M.

F. The District has agreed to reimburse the City for all costs relating to the placement of Measure M on the ballot for the General Election as those costs are charged by the County ("County Election Costs").

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, City and District hereby agree as follows:

1. County Election Costs. Following the General Election on November 6, 2018, District shall reimburse the City for all County Election Costs related to Measure M within ten (10) business days following City's written request, provided that such written request is

accompanied by County's invoice for the applicable County Election Costs. Additionally, District agrees to reimburse the City for all legal fees incurred by the City related to Measure M within ten (10) business days following City's written request, provided that amount shall not exceed Four Thousand Dollars (\$4,000).

2. Notices. Except as otherwise expressly provided otherwise in this Agreement, any notices, requests, demands, documents, approvals or disapprovals given or sent under this Agreement from one party to another (collectively, "Notices") may be personally delivered, transmitted by facsimile (FAX) transmission, overnight courier, or deposit with the United States Postal Service for mailing, postage prepaid, to the address of the other party as stated in this Section. Notices shall be sent as follows:

**If to City:**

City of Cypress  
Attn: Peter Grant, City Manager  
5275 Orange Avenue  
Tel: 714 229-6680  
Fax: 714 229-6682

**If to District:**

Cypress School District  
Attn: Tim McLellan, Asst. Superintendent  
9470 Moody Street  
Tel: 714-220-6941  
Fax: 714-828-4821

**A copy to:**

Aleshire & Wynder, LLP  
Attn: Anthony R. Taylor, City Attorney  
18881 Von Karman Ave., Suite 1700  
Irvine, CA 92612  
Tel: 949 223-1170  
Fax: 949 223-1180

**A copy to:**

Melia Homes, Inc.  
Attn: Chad Brown, Vice President  
8951 Research Drive  
Irvine, CA 92618  
Tel: 949-759-4367

Each such Notice shall be deemed delivered to the party to whom it is addressed (i) if personally served or delivered, upon delivery, (ii) if given by electronic communication, whether by telex, telegram or telecopier upon the sender's receipt of an appropriate answerback or other written acknowledgement, (iii) 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, (iv) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (v) if given by any other means, upon delivery at the address specified in this Section.

3. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

4. Successors and Assigns. City shall have no right to assign any or all of its rights or obligations under this Agreement or any portion thereof. This Agreement shall be binding upon and inure to the benefit of District and its successors and assigns.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

6. Integration. This Agreement constitutes the entire agreement of the parties and supersedes all prior and contemporaneous negotiations, understandings and agreements of the parties hereto with respect to the subject matter hereof.

7. Amendment; Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless in writing and signed by both parties hereto.

8. Further Assurances. Each party hereto shall execute, acknowledge and deliver to each other party all documents, and shall take all actions, reasonably required by such other party from time to time to confirm or effect the matter set forth herein, or otherwise to carry out the purposes of this Agreement.

9. Time of Essence. Time is of the essence with respect to the performance of each of the covenants, conditions and agreements contained in this Agreement.

10. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California.

11. Waiver. No waiver of any breach or default shall be construed as a continuing waiver of any provision or as a waiver of any other or subsequent breach of any provision contained in this Agreement.

12. Attorneys' Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover, in addition to such other relief as may be granted, its reasonable costs and expenses, including without limitation reasonable attorneys' fees and court costs, whether or not taxable, as awarded by a court of competent jurisdiction.

13. Due Authorization. Each party hereto represents and warrants to the other party hereto that the individual(s) signing this Agreement, or attesting to or approving it on its behalf, is duly authorized to do so.

[Signatures On The Following Page]

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement as of the date first above written.

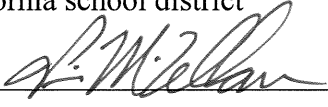
**CITY:**

City of Cypress,  
a charter city and municipal corporation

By: \_\_\_\_\_  
Peter Grant, City Manager

**DISTRICT:**

Cypress School District,  
a California school district

By:  \_\_\_\_\_  
*Tim McLellan - Asst. Superintendent*  
(Print Name and Title)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Anthony R. Taylor, City Attorney