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WHEN RECORDED, RETURN TO:

Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
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Attn: Bradley R. Neal, Esq.

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**COMMUNITY FACILITIES DISTRICT NO. 2023-2 (CIMARRON RIDGE)  
OF THE CITY OF MENIFEE  
(IMPROVEMENT AREA NO. 2)**

**JOINT COMMUNITY FACILITIES AND  
SCHOOL FACILITIES MITIGATION AGREEMENT**

THIS JOINT COMMUNITY FACILITIES AND SCHOOL FACILITIES MITIGATION AGREEMENT (IMPROVEMENT AREA NO. 2) (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and among the CITY OF MENIFEE, a general law city (the “City”), the ROMOLAND SCHOOL DISTRICT, a California public school district organized and operating pursuant to the applicable provisions of the California Education Code and the California Constitution (the “Romoland School District”), PERRIS UNION HIGH SCHOOL DISTRICT, a California public high school district organized and operating pursuant to the applicable provisions of the California Education Code and the California Constitution (“PUHSD” and together with Romoland School District, “School District”) and PULTE HOME COMPANY, a Michigan limited liability company (the “Property Owner,” and, together with the School District and City, the “Parties”).

***RECITALS:***

A. The Property Owner acquired certain undeveloped property described in Exhibit A and which is depicted on Exhibit B hereto which is within the boundaries of the City and School District (the “Property”); and

B. The Property Owner proposes to construct approximately 332 residential units on all or a portion of the Property (the “Project”); and

C. School District and Property Owner agree that the development of the Project will generate additional students in grades kindergarten through eighth (“Project Students”) who cannot be housed in the existing school facilities of the School District; and

D. The development of the Property will require the payment to School District of all or a part of School Fees (defined below) required to finance School Facilities (defined herein). In lieu of the School Fees, the Mitigation Amount (as defined below) is expected to be paid to School District, in whole or in part, from Bond Proceeds (defined below) of the hereinafter described CFD (defined

below). The City Facilities (as defined herein) and School Facilities are sometimes collectively referred to herein as the “Facilities.”

E. Pursuant to Property Owner’s request, the City Council of the City, has formed, or is in the process of forming, the hereinafter described Community Facilities District No. 2023-2 (Cimarron Ridge) of the City of Menifee (the “CFD”) pursuant to the Act to finance all or a portion of the Facilities. The City will have responsibility for the formation and administration of the CFD.

F. The City is authorized by Section 53313.5 of the Act to finance, by means of the CFD, the School Facilities. This Agreement constitutes a “joint community facilities agreement” (“JCFA”) within the meaning of Section 53316.2 of the Act by and among the City, School District, PUHSD, and Property Owner, pursuant to which the CFD will be authorized to finance the School Facilities. Pursuant to Section 53316.2(b) of the Act, a JCFA may be approved by two or more public agencies prior to the adoption of a resolution authorizing the issuance of bonds. As provided by Section 53316.6 of the Act, responsibility for constructing, maintaining and operating the City Facilities is the City’s to the extent set forth herein and responsibility for constructing, providing and operating the School Facilities is delegated to School District.

G. The provision of the City Facilities and School Facilities is necessitated by the development of the Property, and the Parties hereto find and determine that the residents of the City, Romoland School District, PUHSD, and CFD will be benefited by the financing of the City Facilities and School Facilities, and that this Agreement is beneficial to the interests of such residents.

H. The Property is included within the boundaries of Community Facility District No. 2018-1 (Cimarron Ridge) of the Romoland School District” (“CFD No. 2018-1”).

I. In exchange for the formation of the CFD and this Agreement, the School District shall terminate and cancel CFD No. 2018-1 upon both (i) the execution and delivery of this Agreement, and (ii) 30 days following the adoption of the resolution of the City Council certifying the affirmative vote approving the CFD and proof of the recorded Notice of Special Tax Lien with respect to the CFD.

J. A portion of the Property is also subject to that certain Agreement for Annexation to CFD No. 91-1 of the Romoland School District by and among Perris Union High School District, CFD No. 91-1 of the School District (“CFD No. 91-1”) and Coscan Menifee, Inc. (the “CFD 91-1 Agreement”). The portion of the Property subject to the CFD 91-1 Agreement is described in Exhibit C hereto (the “CFD 91-1 Property”).

K. School District and Property Owner have determined that funding from the State for School Facilities to serve Project Students may be inadequate to meet the needs of School District.

L. School District and Property Owner acknowledge and agree that while funding the School Facilities is the primary obligation of the State, the adequacy of State funding is unpredictable so that the parties may not be able to rely solely upon State funding to finance the School Facilities as such facilities are needed to serve the Project Students.

M. School District and Property Owner agree that, given the uncertainties of State funding, it is in their mutual best interest to enter into this Agreement for the purpose of financing School Facilities necessary to serve the Project Students.

N. Property Owner's participation and cooperation in implementing this Agreement is intended to constitute complete mitigation of the impact upon the School District of the development of Property Owner's Property in lieu of any fees, charges, dedications or other requirements which the School District might have imposed upon Property Owner for School Facilities pursuant to Education Code Section 17620 or Government Code Sections 65970, *et seq.* and 65995, *et seq.* or as may be authorized by any other existing or future legislation, ordinance, resolution or court decision.

## **ARTICLE I GENERAL PROVISIONS**

**Section 1.1 Recitals.** The foregoing recitals are true and correct.

**Section 1.2 Definitions.**

"Act" means the Mello-Roos Community Facilities Act of 1982, Government Code Section 53311, *et seq.*, as amended from time to time.

"Age Qualified Unit" means a Unit which qualifies as senior citizen housing, residential care facilities for the elderly, or multilevel facilities for the elderly which would be subject to the limitations on school fees set forth in Government Section 65995.1; provided that such Units qualify as a "senior citizen housing development" pursuant to California Civil Code Sections 51.2 and 51.3.

"Alternative Level 3 Fee" means the school fee authorized to be levied by School District pursuant to Government Code Section 65995.7.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the number assigned to an Assessor's Parcel by the County for the purpose of identification.

"Bond Proceeds" means those net funds generated by the sale of the Bonds.

"Bond Resolution" means that Resolution, Resolution Supplement, Fiscal Agent Agreement, Indenture of Trust or other equivalent document(s) providing for the issuance of the Bonds.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, or any refunding thereof incurred by the CFD and repayable out of Special Taxes of the CFD.

"Building Square Feet/Footage" or "BSF" means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space in a Unit, as determined by reference to the building permit(s) application for such Assessor's Parcel.

"Certificate of Compliance" means (i) a certificate issued by the School District pursuant to Education Code Section 17620(b) acknowledging that the recipient thereof has complied with all requirements of the School District for the payment of statutory school fees/alternative school facility

fees/mitigation payment or (ii) a certificate issued by the School District acknowledging that adequate provisions have been made for school facilities.

“City Facilities” means certain City facilities including, but not limited to fire and safety facilities, street, storm drainage, general government and public use facilities, master planning facilities, park facilities, traffic signals, and utility undergrounding necessary to serve the Property.

“CFD” means Community Facilities District No. 2023-2 (Cimarron Ridge) of the City of Menifee.

“CFD No. 91-1” means Community Facilities District No. 91-1 of the School District.

“CFD 91-1 Agreement” means that certain Agreement for Annexation to CFD No. 91-1 of the Romoland School District entered into by and among the School District, PUHSD, CFD No. 91-1 and Coscan Perris, Inc.

“CFD 91-1 Property” means the portion of the Property subject to the CFD 91-1 Agreement, which portion is described in Exhibit C hereto.

“CFD 91-1 Prepayment” means a total prepayment of CFD 91-1 Special Taxes or, for an Age Qualified Unit, the Mitigation Amount.

“CFD 91-1 RMA” means the Rate and Method of Apportionment of Special Tax for CFD No. 91-1.

“CFD 91-1 Special Taxes” means the special taxes authorized to be levied within the CFD 91-1 Property pursuant to the CFD 91-1 RMA.

“CFD No. 2018-1” means Community Facilities District No. 2018-1 (Cimarron Ridge) of the Romoland School District.

“COC Credit Amount” means the amount deposited in the School Fees Fund not previously allocated to the mitigation of Units.

“COC Deposits” are defined in Section 2.2.

“County” means the County of Riverside.

“Disbursement Request” means a request for payment relating to School Facilities in the form attached hereto as Exhibit “E.”

“Fiscal Year” means the period commencing July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

“Improvement Area No. 2” means Improvement Area No. 2 of Community Facilities District No. 2023-2 (Cimarron Ridge) of the City of Menifee.

“Level 1 Fee” means the school fee authorized to be levied by School District pursuant to Government Code Section 65995.

“Level 2 Fee” means the school fee authorized to be levied by School District pursuant to Government Code Section 65995.5.

“Lot” means a separate assessor’s parcel for which CFD 91-1 Special Taxes may be prepaid in accordance with the CFD 91-1 RMA.

“Mitigation Amount” means, for each Unit which is not an Age Qualified Unit, on the date of calculation, the greater of (i) \$10,500, (ii) (a) 150% of the Level 1 Fee or Level 2 Fee then in effect if the Unit is less than 3,000 BSF, (b) 145% of the Level 1 Fee or Level 2 Fee then in effect if the Unit is 3,000 BSF to 3,500 BSF, and (c) 140% of the Level 1 Fee or Level 2 Fee then in effect if the Unit is greater than 3,500 BSF, or (iii) the Alternative Level 3 Fee, if any, then in effect and applicable to Units at the time of the request for Certificates of Compliance for such Units. The Mitigation Amount for Units shall be calculated at the time of the request for Certificates of Compliance for such Units except that the Mitigation Amount funded by the COC Credit Amount shall be calculated as of the date of the sale of the applicable series of Bonds. For each Age Qualified Unit, Mitigation Amount means \$4,000 escalating 4% each July 1 beginning July 1, 2026.

“Property” means the real property described in Exhibit A and depicted in Exhibit B attached hereto, which is within Improvement Area No. 2.

“PUHSD” means Perris Union High School District.

“RMA” means the Rate and Method of Apportionment of the CFD attached to the resolution of intention to form the CFD.

“School Facilities” means the school facilities of the type described in Exhibit D to be owned and operated by the Romoland School District or PUHSD.

“School Fees Fund” means the fund(s), account(s) or sub-account(s) of the CFD (regardless of its designation within the Bond Resolution) into which a portion of the Bond Proceeds may be deposited in accordance with the Bond Resolution to finance the School Facilities.

“School Fees” means those school mitigation fees pursuant to Education Code Section 17620 and Government Code Sections 65995, 65995.5 and 65995.7 required to finance School Facilities.

“Special Taxes” means any of the CFD’s special taxes authorized to be levied on the Property pursuant to the Act.

“State” means the State of California.

“Unit” means each separate single family detached dwelling unit within the Property which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units.

## **ARTICLE II FORMATION OF THE CFD AND ISSUANCE OF BONDS**

**Section 2.1 Formation of the CFD.** The City, pursuant to the written request of the Property Owner, initiated proceedings pursuant to the Act for the formation of the CFD, the

authorization of the Special Taxes within the CFD and the authorization of Bonds on behalf of the CFD, with the qualified electors approving the levy of the Special Taxes and the sale of the Bonds.

## **Section 2.2 Mitigation Amounts Deposits.**

(a) Certificates of Compliance Prior to the Issuance of Bonds. The issuance of Certificates of Compliance for the CFD 91-1 Property shall be governed by Section 2.2(c) below and not this Section 2.2(a) or Section 2.2(b). For all other Property within the CFD (other than the CFD 91-1 Property), in order for Property Owner to receive Certificates of Compliance for Units within the Project prior to the issuance of each applicable series of Bonds, Property Owner shall make a cash deposit with the School District (the “COC Deposit”) equal to the Mitigation Amount in effect at that time for all Units for which Certificates of Compliance are being requested and for which the Mitigation Amount has not been previously satisfied through a Bond issuance.

The School District may use any of such COC Deposits to finance School Facilities and upon issuance of a series of Bonds, shall refund Property Owner or a party designated by Property Owner the amount of COC Deposits previously deposited with School District pursuant to this Section 2.2(a) in the amount of Bond Proceeds made available to the School District.

(b) Certificates of Compliance Following Bond Issuance. After being notified of the availability of Bond Proceeds in the School Fees Fund in accordance with Section 2.6(a) hereof, the Romoland School District shall issue Certificates of Compliance for Units at the request of the Property Owner without payment to the extent the COC Credit Amount is available therefor, with the Mitigation Amount of each such Unit being deducted from the COC Credit Amount. Thereafter, for any remaining Units, the Property Owner shall pay the School District the Mitigation Amount for the requested Certificates of Compliance.

(c) Prepayment of CFD No. 91-1 Special Taxes. Upon request for a Certificate of Compliance, for a Unit that is not an Age Qualified Unit, within the CFD 91-1 Property prior to issuance of the Bonds, or following Bond issuance to the extent the COC Credit Amount is not available, Property Owner shall (i) prepay 28% of the CFD 91-1 Special Taxes applicable to such Lot (the “CFD 91-1 Prepayment”) and (ii) make a COC Deposit equal to the Mitigation Amount due pursuant to this Mitigation Agreement for the requested Certificate of Compliance. Upon request for a Certificate of Compliance for an Age Qualified Unit with the CFD 91-1 Property, Property Owner shall make a COC Deposit equal to the Mitigation Amount for the requested Certificate of Compliance representing the CFD 91-1 Prepayment. The School District shall subsequently record a Notice of Cessation and Extinguishment of Lien of CFD 91-1 with respect to such Lot within fifteen (15) business days of each such CFD 91-1 Prepayment. The CFD 91-1 Prepayment shall be disbursed to PUHSD pursuant to the CFD 91-1 Agreement, with the remaining amount with respect to an Age Qualified Unit being retained by the Romoland School District as the Mitigation Amount for such Lot (which shall be, along with the CFD 91-1 Prepayment, a “COC Deposit” under this Agreement).

After being notified of the availability of Bond Proceeds in the School Fees Fund in accordance with Section 2.6(a) hereof, the Romoland School District and PUHSD shall issue Certificates of Compliance for Units at the request of the Property Owner without payment to the extent the COC Credit Amount is available therefor, with the Mitigation Amount and the CFD 91-1 Prepayment of each such Unit being deducted from the COC Credit Amount. Thereafter, for any remaining Units, the Property Owner shall pay the School District the Mitigation Amount and CFD

91-1 Prepayment (as applicable) for the requested Certificates of Compliance. Romoland School District shall disburse to PUHSD the CFD 91-1 Prepayment amount from Bond Proceeds in accordance with the CFD 91-1 Agreement. Upon receipt of the CFD 91-1 Prepayment from Bond Proceeds or a COC Deposit in the event Bond Proceeds are not sufficient therefor, the Romoland School District shall record a Notice of Cessation and Extinguishment of Lien within fifteen (15) business days of each such CFD 91-1 Prepayment.

**Section 2.3 Issuance and Sale of Bonds.** The City Council of the City, acting as the legislative body of the CFD, may, in its sole discretion, in accordance with its adopted policies, adopt the Bond Resolution and issue the Bonds. Prior to the City Council of the City adopting the Bond Resolution, Property Owner shall notify School District of: (i) the estimated issuance date for the Bonds and (ii) the estimated amount of proceeds to be deposited in the School Fees Fund.

**Section 2.4 Bond Proceeds.** In the event that the CFD is formed and Bonds are issued, the City, or the CFD (as may be applicable), and Property Owner shall determine the amount of Bond Proceeds to be deposited into the School Fees Fund or any applicable accounts or subaccounts thereof. The City shall prioritize funding School Facilities equal to the entire Mitigation Amount for the Project ahead of City Facilities. As Bond Proceeds are transferred to the School District, Property Owner shall receive a credit in the amount transferred against the payment of the Mitigation Amounts in accordance with Section 2.2 hereof. The purpose of this Agreement is to provide a mechanism by which the CFD may levy Special Taxes and issue Bonds to provide a source of funds to finance School Facilities in lieu of the payment of the Mitigation Amounts. In the event that Bond Proceeds, including investment earnings thereon, are not available or sufficient to satisfy the obligation for the Mitigation Amounts for all Units in Improvement Area No. 2 of the CFD, then Property Owner shall remain obligated to make Deposits or pay the Mitigation Amounts to the School District as provided in Section 2.5 below.

**Section 2.5 Disbursements for School Facilities.**

(a) Bond Proceeds of the CFD designated for the funding of School Facilities shall be held by the CFD in the School Fees Fund which shall be invested by the City and earn and accumulate its own interest. In the event that the CFD has deposited Bond Proceeds to the School Fees Fund, the City shall notify the School District and the Property Owner, in writing, as to the amount of Bond Proceeds so deposited and the yield on the Bonds. All interest earnings on amounts in the School Fees Fund shall remain in the School Fees Fund and will be available for disbursement for the funding of School Facilities as described below.

(b) The City shall make disbursements from the School Fees Fund in accordance with the terms of this Agreement and neither the City nor the CFD shall be responsible to the School District for costs incurred by the School District as a result of withheld or delayed payments.

(c) The School District agrees that it will request a disbursement of Bond Proceeds only for costs related to the School Facilities that are eligible for financing under the Act. The School District agrees that prior to requesting payment from the CFD it shall review and approve all costs included in its request and will have already paid such costs of School Facilities from its own funds or will disburse such amounts to pay the costs of the School Facilities within five banking days of receipt of funds from the CFD. In the event that the School District does not disburse any Bond Proceeds received for disbursement to third parties within five banking days of receipt, it will trace and remit to the CFD from which such Bond Proceeds were received all earnings, if any, earned

by the School District in excess of the yield on the Bonds, from the date of receipt of such Bond Proceeds by the School District to the date of expenditure by the School District of such Bond Proceeds for capital costs of the School Facilities. Such remittance, if any, shall occur on the earlier of the date of expenditure of such Bond Proceeds or each anniversary date of the transfer of such Bond Proceeds from the CFD to the School District. The School District agrees that in processing the above disbursements it will comply with all legal requirements for the expenditure of Bond Proceeds under the Act and the Internal Revenue Code of 1986 and any amendments thereto. As a condition to receiving any proceeds of the Bonds, the School District agrees that it shall provide to the CFD, a certificate confirming the representations contained in this Section 2.5 and such other matters as the CFD may reasonably request upon which the CFD and its bond counsel may rely in connection with the issuance of such Bonds and their conclusion that interest on such Bonds is not included in gross income for federal income tax purposes.

(d) The School District agrees to maintain adequate internal controls over its payment function and to maintain accounting records in accordance with generally accepted accounting procedures. The School District will, upon request, provide to the CFD and the City its annual financial report certified by an independent certified public accountant and any other documents deemed necessary by the CFD and the City for purposes of calculating the CFD's arbitrage rebate obligations. The CFD and the City shall have the right to conduct their own audit of the School District's records related to the expenditure of the Bond Proceeds disbursed to the School District at reasonable times during normal business hours.

(e) From time to time, the School District or Property Owner may submit a Disbursement Request along with adequate supporting documentation to the CFD, for the exact amount of Bond Proceeds to be disbursed to the School District. Upon receipt of an approved Disbursement Request completed in accordance with the terms of this Agreement, the City shall wire transfer (or otherwise pay) such portion of requested funds as are then available for release in the School Fees Fund pursuant to the documents pursuant to which the Bonds are issued to the School District's bank account, as directed by the School District.

(f) If three (3) years following the issuance of the Bonds, 85% or more of the amount deposited into the School Fees Fund from proceeds of such Bonds have not been expended for federal tax law purposes, the CFD may in its sole discretion transfer such funds to such other account in the sole discretion of the CFD to be used to pay for the costs of eligible public facilities or to the redemption fund to redeem Bonds; provided, however that such funds may be retained in the School Fees Fund beyond such three-year period upon the written request of the School District, and delivery by the School District of an opinion of bond counsel that such extension will not affect the exclusion from gross income of interest on such Bonds issued on a tax-exempt basis. City shall provide the School District with written notice at least six months prior to making any transfer pursuant to this Section 2.5(f).

## **Section 2.6 Responsibility for Mitigation Amounts.**

(a) The Parties hereto acknowledge and agree that the final responsibility for the payment of the Mitigation Amounts and CFD 91-1 Prepayment not funded with Bond Proceeds lies with Property Owner.

(b) If the amounts derived from Bond Proceeds for School Facilities deposited in the School Fees Fund, including investment earnings thereon, if any, are not sufficient to fund the

total cost of the Mitigation Amounts, the Parties hereto agree that all responsibility and liability for the amount of such shortfall shall be and remain with Property Owner, and shall not lie with the CFD, the School District, or the City.

(c) The School District agrees to utilize or apply funds provided to it by the CFD, in accordance with the Act, the Local Agency Special Tax and Bond Accountability Act (described in Section 4.1 hereof), the requirements of federal tax law compliance with which is necessary in order for interest on the Bonds to be excluded from the gross income of the recipients for federal income tax purposes and other applicable law, and as set forth herein.

(d) The School District shall indemnify, defend, and hold harmless, the City, CFD and Property Owner, their respective officers, employees and agents, and each and every one of them from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of or resulting from the violation by the School District of any of the terms of this Agreement of the design, engineering, and construction of the School Facilities and any other facilities constructed with the proceeds of the Mitigation Amounts.

**Section 2.7 Mitigation of School Fee Obligations of Development of the Property.** Property Owner and the School District agree that payment of the Mitigation Amount to the School District with respect to any Unit for which a Certificate of Compliance is requested within the Property, whether with CFD Bond Proceeds or otherwise, shall constitute full mitigation of the obligations due the School District in connection with the issuance of a Certificate of Compliance with respect to such Unit.

The School District shall have no obligation, responsibility, or authority with respect to the issuance and sale of the Bonds, the Bond Proceeds available to finance the construction of School Facilities, the payment of the principal and interest on the Bonds, or for the levy of the Special Taxes to provide for the payment of principal and interest thereon. The City shall have the sole authority and responsibility for all such matters.

The Parties hereto specifically agree that, except as otherwise provided for in Section 2.4, the liabilities of the CFD, including liabilities, if any, of the CFD pursuant to the documents providing for the issuance of Bonds, including the Bond Resolution, shall not be or become liabilities of the School District.

**Section 2.8 Waiver of State and Local Funding Credits and Right to Protest.** In consideration of the School District's agreement with respect to the Property to accept the Mitigation Amounts as full mitigation of the impact of the students generated by the development of the Property upon the School Facilities, and provided the School District does not breach such agreement, Property Owner agrees to waive all past, present and future credit against, or fair share reduction in, Mitigation Amounts based upon State matching funding provided to the School District or the proceeds from a District-wide special tax or general obligation bond authorization, or School Facilities Improvement District ("SFID") bond authorization for school facilities. In addition, Property Owner knowingly waives its right of protest as may be afforded by Government Code Section 66020 or any other provision of law, so long as the School District is not in breach of this Agreement.

**Section 2.9 Property Owner Advance.** Property Owner has deposited with the School District the amount of \$36,000 to be used to advance fund the School District's costs in entering into

and administering the terms of this Agreement. Such advance by Property Owner may be reimbursed, subject to the approval of the City, from the proceeds of the sale of the Bonds, but under no circumstances shall the School District be obligated to pay Property Owner from any other source of funds. Should this Agreement not be approved for any reason, any remaining balance of the amounts advanced by Property Owner pursuant to this Section shall be refunded to Property Owner within ten (10) business days after the School District is notified that this Agreement will not be approved.

**Section 2.10 Administration of the CFD.** The City shall have the power and duty to provide for the administration of the CFD, subject to the terms hereof and the Bond Resolution, including employing and compensating all consultants and providing for the various other administration duties set forth in this Agreement. It is understood and agreed by Parties hereto that the School District was not or will not be considered a participant in the proceedings relative to formation of the CFD or the issuance of the Bonds, other than as set forth in this Agreement.

### **ARTICLE III TERM AND TERMINATION**

**Section 3.1 Effective Date.** This Agreement shall become effective and of full force and effect as of the date (“Effective Date”) it is approved and executed by the Board of Trustees of the School District, by Property Owner and the City Council of the City, to be confirmed by the execution hereof by the authorized representatives of the Parties hereto.

**Section 3.2 Termination.** If no building permits have been issued within the Project on or before July 1, 2029, then this Agreement and the obligations of the parties hereto shall terminate and shall no longer be in force and effect; provided that Section 4.2 shall survive such termination.

### **ARTICLE IV ADDITIONAL GENERAL PROVISIONS**

**Section 4.1 Recordkeeping; Inspection of Records.** The School District hereby agrees to keep and maintain full and accurate records of all amounts, if any, paid to the School District for Mitigation Amounts and investment earnings thereon and the City or the CFD, or the Fiscal Agent on their behalf, hereby agrees to keep and maintain full and accurate records of all amounts, and investment earnings, if any, disbursed to the School District from the School Fees Fund. Each Party further agrees to make such records available to any other Party hereto, including Property Owner, during normal business hours upon reasonable prior notice. All such records shall be kept and maintained by the appropriate Party as provided by applicable law and their respective policies. The School District and Property Owner agree that they will cooperate with the CFD and the City in providing documentation, reports or other data reasonably required and requested by the City or the CFD in meeting the reporting requirements of the CFD under Sections 50075.1, 50075.3, and 50075.5 and Article 1.5 (commencing with Section 53410) of Chapter 3 of Part 1 of Division 2 of Title 5 of, the Government Code (collectively, the “Local Agency Special Tax and Bond Accountability Act”). The School District’s reporting obligations pursuant to this Section shall be limited to providing reports or other data detailing the following: (A) the amount of CFD funds received by the School District to fund School Facilities, (B) the amount of such CFD funds deposited in separate funds or accounts of the School District reflecting Mitigation Amounts and the number of dwelling units for which such Mitigation Amounts apply, and (C) School Facilities that have been acquired or constructed, in whole or in part, with CFD funds. The School District’s

reporting obligation shall terminate when all CFD funds have been disbursed from the School Fees Fund, or from any account or subaccount thereof that has been allocated Bond Proceeds to finance Mitigation Amounts, and the School District has provided to the City a report for the last disbursement received by the School District. If no CFD funds have been received by the School District or used to finance School Facilities since the previous report, no report shall be required and the City may rely upon the previous reports.

**Section 4.2 Indemnification.**

(a) The City agrees to indemnify, defend and hold harmless the School District, and its officers, employees and agents, and each and every one of them, from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which the School District, or its officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the School District, or its respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of the acquisition, construction, installation, operation, maintenance or utilization of the City Facilities, the issuance of the Bonds and/or the formation or administration of the CFD. If the City fails to do so, the School District shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from the City.

No indemnification is required to be paid by the City for any claim, loss or expense arising from the willful misconduct or negligence of the School District, or its officers, employees or agents.

(b) Property Owner agrees to indemnify, defend and hold harmless the City, the CFD and the School District, and their respective officers, employees and agents, and each and every one of them, from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which the City, the CFD or the School District, or their respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the City, the CFD or the School District, or their respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of any act or omission of Property Owner with respect to this Agreement, the formation of the CFD or the use of the Bond Proceeds. If Property Owner fails to do so, the City, the CFD and the School District shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from Property Owner.

No indemnification is required to be paid by Property Owner for any claim, loss or expense arising from the willful misconduct or negligence of the City (if indemnification is sought by the City), the CFD (if indemnification is sought by the CFD) or the School District (if indemnification is sought by the School District), or their respective officers, employees or agents (if indemnification is sought thereby).

**Section 4.3 Partial Invalidity.** 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.

**Section 4.4 Successors and Assigns.** Property Owner may assign its rights pursuant to this Agreement to a purchaser of the Property, or any portion thereof, and such purchaser and

assignee shall assume the obligations of Property Owner pursuant to this Agreement and to be bound thereby. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

**Section 4.5 Notice.** Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party or other person shall be deemed to have been received when personally delivered or upon deposit of the same in the United States Post Office registered or certified, postage prepaid, addressed as follows:

City: City of Menifee  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

School District: Romoland School District  
25900 Leon Road  
Homeland, California 92548  
Attention: Superintendent

Perris Union High School District  
155 E. 4<sup>th</sup> Street  
Perris, California 92570  
Attention: Superintendent

With a copy to: Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660  
Attention: Bradley R. Neal, Esq.

Property Owner: Pulte Home Company, LLC  
27401 Los Altos, Suite 400  
Mission Viejo, CA 92691  
Attention: Darren Warren

**Section 4.6** Each Party can change its address for delivery of notice by delivering written notice of such change or address to the other Parties within ten (10) calendar days prior to such change.

**Section 4.7 Captions.** The captions to Sections used herein are for convenience purposes only and are not part of this Agreement.

**Section 4.8 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in said State.

**Section 4.9 Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

**Section 4.10 Amendments.** This Agreement may be amended or modified only in writing executed by the authorized representative(s) of each of the Parties hereto.

**Section 4.11 Waiver.** The failure of any Party hereto to insist on compliance within any of the terms, covenants or conditions of this Agreement by any other Party hereto, shall not be deemed a waiver of such terms, covenants or conditions of this Agreement by such other Party, nor shall any waiver constitute a relinquishment of any other right or power for all or any other times.

**Section 4.12 Cooperation and Execution of Documents.** The Parties hereto agree to complete and execute any further or additional documents which may be necessary to complete or further the terms of this Agreement.

**Section 4.13 Attorneys' Fees.** In the event of the bringing of any action or suit by any Party against any other Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the losing Party all costs and expenses of suit, including reasonable attorneys' fees.

**Section 4.14 Exhibits.** The following exhibits attached hereto are incorporated into this Agreement by reference.

<i>Exhibit</i>	<i>Description</i>
"A"	Property Description
"B"	Map of Property
"C"	CFD 91-1 Property
"D"	Description of School Facilities
"E"	Disbursement Request Form

**Section 4.15 Signatories.** The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

**Section 4.16 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Community Facilities and School Facilities Mitigation Agreement as of the day and year written above.

**CITY OF MENIFEE**, a political subdivision of the State of California

By: \_\_\_\_\_  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

(SIGNATURE PAGES CONTINUE ON NEXT PAGE)

**ROMOLAND SCHOOL DISTRICT**

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

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Trustees

**PERRIS UNION HIGH SCHOOL DISTRICT**

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

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Trustees

(SIGNATURE PAGES CONTINUE ON NEXT PAGE)

**PROPERTY OWNER:**

**PULTE HOME COMPANY, LLC**  
a Michigan limited liability company

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Menifee, County of Riverside, State of California, included within the following assessor parcels ("APN"):

330-220-004  
330-220-005  
330-220-007  
330-220-008  
330-220-010  
330-220-011  
330-220-012  
330-220-013  
330-230-003  
330-230-010  
330-230-013  
330-230-015  
330-230-029  
330-230-032  
330-230-034  
330-230-035  
330-230-036  
330-230-037  
330-230-038  
330-230-039  
330-230-040  
330-230-041

**EXHIBIT B**  
**MAP OF PROPERTY**

**EXHIBIT C**

**CFD NO. 91-1 PROPERTY**

The CFD 91-1 Property includes the real property in the City of Menifee, County of Riverside, State of California, with the following assessor parcels (“APN”):

330-220-004  
330-220-005  
330-220-007  
330-220-008  
330-220-010  
330-220-011  
330-220-012  
330-220-013  
330-230-003  
330-230-015  
330-230-029  
330-230-036  
330-230-037  
330-230-038  
330-230-039

## **EXHIBIT D**

### **DESCRIPTION OF THE SCHOOL FACILITIES**

#### **K-5 School Facilities**

K-5 school sites and facilities with a useful life of at least five (5) years, including classrooms, ancillary facilities, and on-site office space at such K-5 school facilities; additionally, furniture, equipment and technology with a useful life of at least five (5) years at such K-5 School Facilities.

#### **Middle School Facilities**

Middle school sites and facilities with a useful life of at least five (5) years, including classrooms, ancillary facilities, and on-site office space at such middle school facilities; additionally, furniture, equipment and technology with a useful life of at least five (5) years at such Middle School Facilities.

#### **High School Facilities**

High school sites, high school facilities, including classrooms, on-site office space at a school, central support and administrative facilities, interim housing, furniture, equipment, technology, busses, and transportation facilities needed by Perris Union High School District in order to serve the student population to be generated as a result of development of the property within CFD No. 2023-2, and also includes costs associated with the maintenance and operation of school facilities in accordance with the Act.

#### **Other School Facilities**

Central support and administrative facilities, interim housing and transportation facilities with a useful life of at least five (5) years; additionally, furniture, equipment and technology with a useful life of at least five (5) years.

**EXHIBIT E**

**FORM OF DISBURSEMENT REQUEST**

Community Facilities District No. 2023-2 of the City of Menifee (Cimarron Ridge) (“CFD No. 2023-2”) is hereby requested to pay from the School Fees Fund, or any applicable account or subaccount thereof, established by CFD No. 2023-2 in connection with its Special Tax Bonds (the “Bonds”) to Romoland School District (“Romoland”), as payee, the sum set forth below:

\$ \_\_\_\_\_ (the “Requested Amount”)

2. The Requested Amount is due and payable, has not formed the basis of any prior request or disbursement and is being made with respect to the obligation of the Property to pay Mitigation Amounts to Romoland.

3. The Requested Amount is authorized and payable pursuant to the terms of that certain Joint Community Facilities and School Mitigation Agreement, dated as of \_\_\_\_\_, 2024, by and among the City of Menifee, Romoland, Perris Union High School District, and Pulte Home Company, LLC, a Michigan limited liability company (the “JCFA”).

4. Capitalized undefined terms used herein shall have the meanings ascribed to them in the JCFA.

Date: \_\_\_\_\_

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: \_\_\_\_\_  
Its: Authorized Signatory

Date: \_\_\_\_\_

ROMOLAND SCHOOL DISTRICT

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