
JOINT COMMUNITY FACILITIES AGREEMENT

by and among

CITY OF RIVERSIDE,

RIVERSIDE UNIFIED SCHOOL DISTRICT,

MRF-GROVES DEVELOPMENT, LP

and

SPRING MOUNTAIN INVESTMENTS, LLC

Dated as of _____, 2018

**Relating to:
Community Facilities District No. 29
of Riverside Unified School District**

JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (this “Joint Community Facilities Agreement”) is made and entered into as of _____, 2018, by and among the City of Riverside, a charter city and municipal corporation (the “City”), Riverside Unified School District, a California school district (hereinafter the “School District”), MRF-GROVES DEVELOPMENT, LP, a Texas Limited Partnership (“MRF”) and SPRING MOUNTAIN INVESTMENTS, LLC, a California corporation (collectively, with MRF, the “Property Owner”).

RECITALS

A. The Board of Education of the School District (the “Board of Education”) has been requested to initiate proceedings to form a community facilities district that is to be identified as “Community Facilities District No. 29 of Riverside Unified School District” (the “Community Facilities District”) under the authority of the Mello-Roos Community Facilities Act of 1982 (the “Act”) (commencing with Section 53311 of the California Government Code (the “Code”)) that is to be located in an unincorporated portion of the County of Riverside. Such Community Facilities District is anticipated to include one or more improvement areas.

B. The Property Owner is the owner of certain real property located as generally shown on Exhibit A, attached hereto, representing Tract Map Nos. 33410 and 34592 (the “Tracts”), that provides for the development of approximately 210 proposed dwelling units; the proposed boundaries of the Community Facilities District are coterminous with the boundaries of the Tract (the “Project”).

C. Development of the Tracts will require (i) development of certain sewer facilities which will be owned the County of Riverside CSA 152 but maintained by the City and (ii) payment, pursuant to certain land use entitlements, conditions of approval and City ordinances of certain sewer capacity fees related to those facilities as set forth on in the column entitled “Base Fee” on Exhibit B, and the Property Owner has requested and proposed that the Community Facilities District be formed for the purpose of providing the means of financing such fees which will be used by the City to construct certain public improvements in accordance with the Act. In exchange for the City’s participation in the financing and execution of this Joint Community Facilities Agreement, the Property Owner and City have agreed that the fees to be financed shall be in that amount set forth in the column entitled “Financed Fees” on Exhibit B attached hereto (such “financed fees” referred to herein as the “City Fees”). Such capacity fees shall be used to fund future capacity expansion projects and shall not be used to fund new construction of sewer infrastructure pertaining to development of the Tracts. In addition, the Community Facilities District will issue Bonds and may levy special taxes on developed property to finance certain public school facilities of the School District and certain facilities of the County of Riverside.

D. Pursuant to the Act, the Board of Education, intends to consider a resolution of intention stating that it is the intention of the School District to cause the proposed Community Facilities District to be established and if established, the Community Facilities District will use its best efforts to sell and issue special tax bonds the proceeds of which will be used in part to finance the City Fees, provided all of the conditions of Sections 53313.5 and 53314.9 of the Code are satisfied and that the City Fees shall only be paid from the proceeds of special tax bonds, if

any are sold and issued by the proposed Community Facilities District and from Allocated Special Taxes.

E. The Act provides that the proposed Community Facilities District may finance the City Fees only pursuant to a joint community facilities agreement adopted pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Code.

F. The City, the School District and the Property Owner desire to enter into this Joint Community Facilities Agreement, as required by the aforementioned sections of the Code. The provisions of this Joint Community Facilities Agreement are intended to apply only to the City Fees.

G. The School District and the City by entering into this Joint Community Facilities Agreement will enable the Community Facilities District to finance some or all of the costs of the City Fees, and, consistent with Section 53316.2 of the Code, each of the School District and the City have determined that executing this Joint Community Facilities Agreement will be beneficial to the residents of their respective jurisdictions and to the owners of property within the Community Facilities District.

AGREEMENT

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Article I shall have the meaning herein specified when used in this Joint Community Facilities Agreement:

“**Act**” means the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 et seq. of the Code, as amended.

“**Administrator**” means the Director of Planning and Development of the School District (or any successor to the responsibilities thereof if such office is no longer in existence), or his/her designee as specified in the written certificate.

“**Allocated Special Taxes**” means the special taxes levied and collected by the Community Facilities District that are allocated to the financing of the City Fees pursuant to the Mitigation Agreement and the Rate and Method.

“**Board of Education**” means the Board of Education of the School District.

“**Bonds**” means the special tax bonds that the Community Facilities District and/or any improvement area therein may attempt to sell and issue in one or more series if the Proceedings are approved, a portion of the proceeds of which will be used to finance the City Fees.

“Business Day” means a day which is not a Saturday or Sunday or a day of the year on which the City is not required or authorized to be open.

“City” means the City of Riverside, a charter city and municipal corporation and its successors.

“City Council” means the City Council of the City.

“City Fee Account” means the account (however denominated) to be established pursuant to the Indenture to hold that portion of Bond proceeds to be applied to pay to the City, or reimburse the Property Owner, for the City Fees.

“City Fee Deposit” means an amount or amounts paid to or deposited with the City by the Property Owner in an amount or amounts and at the time or times required by the City for payment of or security for the City Fees and which is eligible for refund to the Property Owner from the Community Facilities District and/or District from the proceeds of Bonds and/or Allocated Special Taxes.

“Code” means the California Government Code.

“Community Facilities District” means “Community Facilities District No. 29 of Riverside Unified School District,” a community facilities district to be organized and existing under the Act, including any improvement areas therein.

“Indenture” means each indenture, trust agreement, resolution, fiscal agent agreement or similar instrument, regardless of title, pursuant to which Bonds of the Community Facilities District or any improvement area therein have been issued and are outstanding, as originally executed or as the same may from time to time be supplemented or amended pursuant to the provisions thereof.

“Joint Community Facilities Agreement” means this Joint Community Facilities Agreement, as of the date hereinabove first written, by and among the City, the School District, and the Property Owner, as originally executed or as the same may be amended from time to time in accordance with its terms.

“Legislative Body” means the Board of Education, acting ex officio as the legislative body of the Community Facilities District.

“Mitigation Agreement” means the Mitigation Agreement to be entered into by and between the School District and the Property Owner, as originally executed or as the same may be amended from time to time in accordance with its terms.

“Proceedings” means those proceedings to be undertaken by the Board of Education to consider the formation of the Community Facilities District and the approval by said Board of Education and the qualified electors of the Community Facilities District of the authorization to levy special taxes therein pursuant to the Rate and Method and to incur bonded indebtedness to finance the construction and acquisition of certain public improvements and by the Legislative Body to sell and issue the Bonds.

“Property Owner” means collectively MRF-Groves Development, LP, a Texas Limited Partnership and Spring Mountain Investments, LLC, a California Limited Liability Company, organized and existing under the laws of the State, and either of their successors and assigns, acting as the developer of infrastructure within the Community Facilities District.

“Property Owner’s Representative” means the person executing this Joint Community Facilities Agreement or the person or persons designated as such by the Property Owner in a certificate signed by the Property Owner and delivered to the School District, the Community Facilities District and the City.

“Rate and Method” means the rate and method of apportionment of special taxes for the Community Facilities District or any improvement area therein, approved pursuant to the Proceedings.

“School District” means the Riverside Unified School District, a school district organized and existing under the laws of the State.

“State” means the State of California.

“Tract” means Tract Map Nos. 33410 and 34592.

ARTICLE II

CONDITIONS PRECEDENT

Section 2.1. Proceedings for the Formation of the Community Facilities District; Costs of Formation. The Property Owner has submitted to the School District an application requesting that the Proceedings be initiated by the School District to form the Community Facilities District and one or more improvement areas therein for the purpose of financing the City Fees and to authorize the levy of special taxes within the Community Facilities District pursuant to one or more Rate and Methods and the incurrence of bonded indebtedness to finance fees or costs related to the construction and acquisition of certain public facilities and for the Legislative Body to authorize the sale and issuance of the Bonds pursuant to the Act and the Indenture.

Should the formation of the Community Facilities District be approved to finance, in part, the City Fees, the Legislative Body will use its best efforts to cause the Bonds to be sold and issued in one or more series, pursuant to the terms of the Act, the Indenture and the applicable sections of the Mitigation Agreement. A portion of the proceeds of the Bonds are intended to provide funds that will allow the Community Facilities District to finance all or a portion of the City Fees. Should the Board of Education not approve the formation of the Community Facilities District, the School District, the City and the Property Owner will not be bound by the terms of this Joint Community Facilities Agreement and it shall be considered null and void by the parties to it. The School District will notify all parties, pursuant to section 5.7 to this Joint Community Facilities Agreement, within fifteen (15) calendar days if the School District determines not to form the Community Facilities District.

The Property Owner acknowledges that the decision of the Board of Education to approve the formation of the Community Facilities District is an exercise of legislative discretion by the

Board of Education and Legislative Body, respectively, and the School District may not enter into a contract or obligate either the Board of Education or the Legislative Body to exercise its legislative discretion in a particular manner. This Joint Community Facilities Agreement does not, therefore, in any way create a contractual, legal or equitable obligation of or commitment by the Board of Education to approve the formation of the Community Facilities District.

The Board of Education and the Legislative Body shall have the jurisdiction to and shall be solely responsible for undertaking the Proceedings consistent with the provisions of the Act, the Indenture, and the Mitigation Agreement.

The City is not directly or indirectly approving or responsible in any way whatsoever for: (i) the levy of special taxes within the Community Facilities District or (ii) the issuance of the Bonds. The City shall not be responsible in any way whatsoever for the costs of formation of the Community Facilities District.

Section 2.2. Addendum to Exhibit B of this Joint Community Facilities Agreement for Modification of the City Fees. It is the intent of both the Property Owner and the School District to cause one or more series of Bonds to be issued. All of the City Fees eligible to be financed by the Community Facilities District are identified in Exhibit B. Should there be amendments deemed necessary by the City to be made to this Joint Community Facilities Agreement, any necessary amendments to this Joint Community Facilities Agreement shall be made pursuant to Section 5.4 hereof, and such amendments shall be made prior to the authorization by the Legislative Body to sell and issue any additional series of Bonds the proceeds of which will be used to finance the particular City Fees.

ARTICLE III FINANCING OF CITY FEES

Section 3.1. City Fees.

It is understood by the Property Owner that the net principal amount of the Bonds that will be deposited in the City Fees Account, pursuant to the terms of the Mitigation Agreement and the applicable Indenture, the Allocated Special Taxes, and any investment earnings thereon, may not be sufficient to pay the full amount of the City Fees. The timing of the payment or reimbursement of the City Fees and the proportionate amount of the City Fees to be paid will be determined consistent with the terms of the Mitigation Agreement.

Section 3.2. Financing of City Fees. City Fees shall be financed in accordance with the Mitigation Agreement. The Property Owner may elect from time to time to make a City Fee Deposit with the City before any Bond proceeds are available to pay the City Fees. In such case, the Property Owner will be entitled to (i) reimbursement of such City Fee Deposit from the City pursuant to the terms hereof and of the Mitigation Agreement; and (ii) credit for payments made to the City from Bond proceeds of the City Fees which would otherwise be due to the City in conjunction with the development of the Project. Upon the issuance of any series of Bonds, the Property Owner shall submit a payment request, in substantially the form attached hereto as Exhibit C, either requesting disbursement to the City of City Fees and/or disbursement to Property Owner for City Fees previously paid by Property Owner to City. Such payment request shall be

reviewed by the City Engineer within five business days of the date of submission to the City from the Property Owner. City shall provide written approval or disapproval of the payment request, and, if disapproved, shall provide a written explanation therefor. Once a payment request is approved by the City Engineer, it shall be submitted within two days of such approval to the School District for its approval and submission to the trustee or fiscal agent for the Bonds for payment from the City Fees Account in accordance with the terms of the Mitigation Agreement. Notwithstanding any other provision of this Joint Community Facilities Agreement, the fact that there may not be sufficient funds available from the Community Facilities District to pay the City Fees will not relieve the Property Owner from its obligation to pay such City Fees consistent with the City's requirements for the development of the Tracts. Should the Property Owner or any permitted successor or assigns choose to pay the Base City Fees as noted in the column entitled "Base Fees" on Exhibit B hereto instead of financing such fees pursuant to this Joint Community Facilities Agreement, then the City and the Property Owner or the applicable permitted successor or assign will not be bound by the terms of this Joint Community Facilities Agreement and it shall be considered null and void by such parties.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION

Section 4.1. Representations, Warranties and Covenants of the Property Owner.

The Property Owner, as the owner of the Tracts encompassed within the proposed boundaries of the Community Facilities District, makes the following representations, warranties and covenants for the benefit of the City, the School District and the Community Facilities District, when formed, as of the date hereof:

(a) Organization. The Property Owner represents and warrants that it is a corporation or partnership, as applicable, duly organized and validly existing under the laws of its State of formation, is qualified to do business in the State, if formed under the laws of another state, is in good standing under the laws of the State and its state of formation, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated in the Community Facilities District.

(b) Authority. The Property Owner represents and warrants that it has the power and authority to enter into this Joint Community Facilities Agreement, and has taken all action necessary to cause this Joint Community Facilities Agreement to be executed and delivered, and this Joint Community Facilities Agreement has been duly and validly executed and delivered on behalf of the Property Owner.

(c) Binding Obligation. The Property Owner represents and warrants that this Joint Community Facilities Agreement is a valid and binding obligation of the Property Owner and is enforceable against the Property Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

Section 4.2. Representations, Warranties and Covenants of the School District. The School District makes the following representations, warranties and covenants for the benefit of the City, the Community Facilities District, when formed, and the Property Owner, as of the date hereof:

(a) Authority. The School District represents and warrants that the School District has the power and authority to enter into this Joint Community Facilities Agreement and has taken all actions necessary to cause this Joint Community Facilities Agreement to be executed and delivered, and this Joint Community Facilities Agreement has been duly and validly executed and delivered on behalf of the School District.

(b) Binding Obligation. The School District represents and warrants that this Joint Community Facilities Agreement is a valid and binding obligation of the School District and is enforceable against the School District in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(c) Payment Requests. The School District represents and warrants that it will follow all procedures applicable to it as set forth in this Joint Community Facilities Agreement and the Mitigation Agreement.

(d) Financial Records. The School District covenants to maintain, or cause to be maintained, books of record and account for the proceeds of the Bonds, levy and collection of special taxes and the payment of principal of and interest on the Bonds in accordance with the requirements of the Indenture and the Act.

Section 4.3. Representations, Warranties and Covenants of the City. The City makes the following representations, warranties and covenants for the benefit of the School District, the Community Facilities District, when formed, and the Property Owner, as of the date hereof:

(a) Authority. The City represents and warrants that the City has the power and authority to enter into this Joint Community Facilities Agreement, and has taken all action necessary to cause this Joint Community Facilities Agreement to be executed and delivered, and this Joint Community Facilities Agreement has been duly and validly executed and delivered on behalf of City.

(b) Binding Obligation. The City represents and warrants that this Joint Community Facilities Agreement is a valid and binding obligation of the City and is enforceable against the City in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(c) Debt Policy Compliance. The City represents and warrants that it is, or prior to the issuance of bonds by the Community Facilities District it shall be, in compliance with the requirements of establishing a debt policy as set forth in Senate Bill No. 1029 chaptered on September 12, 2016.

(d) City Fees. The City represents and warrants that it will use the City Fees paid or reimbursed from the proceeds of the Bonds pursuant to this Joint Community Facilities Agreement in accordance with the requirements of the Act, the Internal Revenue Code of 1986 (the "Code") and any additional requirements imposed by state or federal laws upon the use of Bond proceeds from a tax-exempt bond issuance. The City represents and covenants that it will not use any Bond proceeds used to pay or otherwise reimburse City Fees for any use activity that constitutes a "private use" under the Code.

Section 4.4. The Property Owner Indemnification. The Property Owner agrees to protect, indemnify, defend and hold the School District, the Community Facilities District, when formed, the City, and their respective directors, officers, Board of Education, City Council, Legislative Body, elected officials, employees, representatives and agents (the "Indemnified Parties"), and each of them, harmless from and against any and all claims, losses, liabilities, expenses, suits, actions, decrees, judgments, awards, reasonable attorney's fees, and court costs which the Indemnified Parties, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the Indemnified Parties, or any combination thereof, as a result of or by reason of or arising out of or in consequence of (a) the approval of this Joint Community Facilities Agreement, (b) the untruth or inaccuracy of any representation or warranty made by the Property Owner in this Joint Community Facilities Agreement or in any certifications delivered by the Property Owner hereunder, or (c) any act or omission of the Property Owner or their respective officers, employees or agents, in connection with its responsibilities or obligations under this Joint Community Facilities Agreement. If the Property Owner fails to do so, the Indemnified Parties, or each of them, shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including reasonable attorney's fees or court costs, to and recover the same from the Property Owner.

No indemnification is required to be paid by the Property Owner as to an Indemnified Party for any claims, losses, liabilities, expenses, suits, actions, decrees, judgments, awards, reasonable attorney's fees, and court costs arising directly from the willful misconduct or active negligence of that Indemnified Party.

The provisions of this Section shall survive the termination of this Joint Community Facilities Agreement.

ARTICLE V

MISCELLANEOUS

Section 5.1. The Property Owner as Independent Contractor. In performing under this Joint Community Facilities Agreement, it is understood that the Property Owner is acting as an independent contractor, and not as an agent of the School District, the Community Facilities District or the City. It is not intended by the parties that this Joint Community Facilities Agreement create a partnership or joint venture among them and this Joint Community Facilities Agreement shall not otherwise be construed.

Section 5.2. Other Agreements. Nothing contained herein shall be construed as affecting the School District's, City's, or the Property Owner's respective duty to perform its

respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Tracts, which obligations are and shall remain independent of the School District's rights and obligations, the Property Owner's rights and obligations and the City's rights and obligations under this Joint Community Facilities Agreement.

Section 5.3. Binding on Successors and Assigns. The Property Owner may assign its duties and obligations pursuant to this Joint Community Facilities Agreement to one or more purchasers of its property, except the purchaser of a single-family residential unit, the owner of a multi-family residential complex or the end user of a non-residential parcel, and to whom said Property Owner shall assign the right to receive payment or reimbursement of the City Fees. Such a purchaser and assignee shall, as a condition to receiving payment or reimbursement of the City Fees, enter into an assignment agreement with the Property Owner, City and the School District and the Community Facilities District, once formed, in a form acceptable to the City, the Property Owner, the School District and the Community Facilities District, once formed, whereby such purchaser agrees, except as may be otherwise specifically provided therein, to assume the duties and obligations of the Property Owner pursuant to this Joint Community Facilities Agreement and to be bound thereby. Neither this Joint Community Facilities Agreement nor the duties and obligations of the City, the School District or the Community Facilities District hereunder may be assigned to any person or legal entity, without the written consent of the Property Owner, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the parties hereto.

Section 5.4. Amendments. This Joint Community Facilities Agreement can only be amended by an instrument in writing executed and delivered by the Community Facilities District, once formed, the School District, the City and the Property Owner, or successor thereto.

Section 5.5. Waivers. No waiver of, or consent with respect to, any provision of this Joint Community Facilities Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

Section 5.6. No Third Party Beneficiaries. Other than the Community Facilities District when formed, no person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Joint Community Facilities Agreement (either expressed or implied) is intended to confer upon any person or entity, other than the School District, the Community Facilities District, when formed, the City and the Property Owner (and its respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Joint Community Facilities Agreement.

Section 5.7. Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication 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 party in writing from time to time, namely:

City/City Engineer:

City of Riverside
Attn: Mark Steuer, City Engineer

3900 Main Street – 4th Floor
Riverside, CA 92522
Telephone (951) 826-5311
Fax:

School District and Community
Facilities District:

Riverside Unified School District
Attn: Hayley Calhoun, Director of Planning
and Development
3070 Washington Street
Riverside, CA 92504
Telephone (951) 788-7554
Fax: (951) 275-9349

Property Owner:

MRF-Groves Development, LP
c/o of Shopoff Realty Investment
2 Park Plaza, Suite 700
Irvine, CA 92614
Attn: Tom Bitney and Brian Rupp
Telephone: (949) 417-4462; and
(949) 231-5068

Property Owner:

Spring Mountain Investments, LLC
c/o of Shopoff Realty Investment
2 Park Plaza, Suite 700
Irvine, CA 92614
Attn: Tom Bitney and Brian Rupp
Telephone: (949) 417-4462; and
(949) 231-5068

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 a document confirming satisfactory transmission, (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.

Section 5.8. Jurisdiction and Venue. Each of the School District, the Community Facilities District, the City, and the Property Owner (a) agrees that any suit action or other legal proceeding arising out of or relating to this Joint Community Facilities Agreement shall be brought in state or local court in the City of Riverside or in the Courts of the United States of America in the district in which said City is located, (b) consents to the jurisdiction of each such court in any suit, action or proceeding, and (c) waives any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or

proceeding has been brought in an inconvenient forum. Each of the School District, the Community Facilities District, the City, and the Property Owner agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 5.9. Entire Agreement. This Joint Community Facilities 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 Joint Community Facilities Agreement except for such matters that are the subject of the Mitigation Agreement.

Section 5.10. Attorney's Fees. If any action is instituted to interpret or enforce any of the provisions of this Joint Community Facilities Agreement, the party prevailing in such action shall be entitled to recover from the other parties thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

Section 5.11. Governing Law. This Joint Community Facilities Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State applicable to contracts made and performed in the State.

Section 5.12. Severability. If any part of this Joint Community Facilities Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Joint Community Facilities Agreement shall be given effect to the fullest extent reasonably possible.

Section 5.13. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 5.14. Counterparts. This Joint Community Facilities Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 5.15. Interpretation. The parties to this Joint Community Facilities Agreement and their counsel have reviewed and revised this Joint Community Facilities Agreement, and the normal rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting parties shall not be employed in the interpretation of this Joint Community Facilities Agreement.

Section 5.16. Nature of Joint Community Facilities Agreement; Allocation of Special Taxes. This Joint Community Facilities Agreement shall constitute a joint community facilities agreement entered into pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Code. The entire amount of the proceeds of the special taxes levied pursuant to the Rate and Method shall be allocated and distributed to the Community Facilities District, who may distribute such special taxes in accordance with the Rate and Method and the Mitigation Agreement, including for City Fees.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Community Facilities Agreement as of the day and year first herein above written.


CITY OF RIVERSIDE:

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By:  _____
Deputy City Attorney

RIVERSIDE UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

ATTEST:

By: _____
Clerk of the Board of Education

MRF-GROVES DEVELOPMENT, LP, a Texas limited partnership registered in the State of California

By: MRF-Groves, LP, a Texas limited partnership

By: ARF Partners Development, LP, a Texas Limited Partnership, its General Partner

By: Eastbridge Partners GP, LLC, a Texas Limited Liability Company, its General Partner

By: _____
Brian G. Rupp
Senior Vice President - Development

SPRING MOUNTAIN INVESTMENTS, LLC, a California limited liability company

By: Peloton Partners, L.P., a California limited partner, its managing member

By: Portfolio Partners, Inc., a California corporation, its General Partner

By: _____
Stevan J. Gromet, President

EXHIBIT A

Map of Area Proposed to be Included Within Community Facilities District No. 29 of the Riverside Unified School District

See Attached

BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 29 OF RIVERSIDE UNIFIED SCHOOL DISTRICT COUNTY OF RIVERSIDE STATE OF CALIFORNIA

(1) Filed in the office of the Clerk of the Board of Education of Riverside Unified School District this ____ day of _____, 2016.

Clerk of the Board of Education
Riverside Unified School District

(2) I hereby certify that the within map showing the boundaries of Community Facilities District No. 29 of Riverside Unified School District, County of Riverside, State of California, was approved by the Board of Education of Riverside Unified School District at a regular meeting thereof, held on the ____ day of _____, 2016, by its Resolution No. _____.

Clerk of the Board of Education
Riverside Unified School District

(3) Filed this ____ day of _____, 2016, at the hour of ____ o'clock ____ m. in Book ____ of Maps of Assessment and Community Facilities Districts at page ____ and as Instrument No. ____ in the office of the County Recorder of Riverside County, State of California.

Peter Aldana
Assessor-County Clerk-Recorder of Riverside County

By _____ Deputy
Fee _____

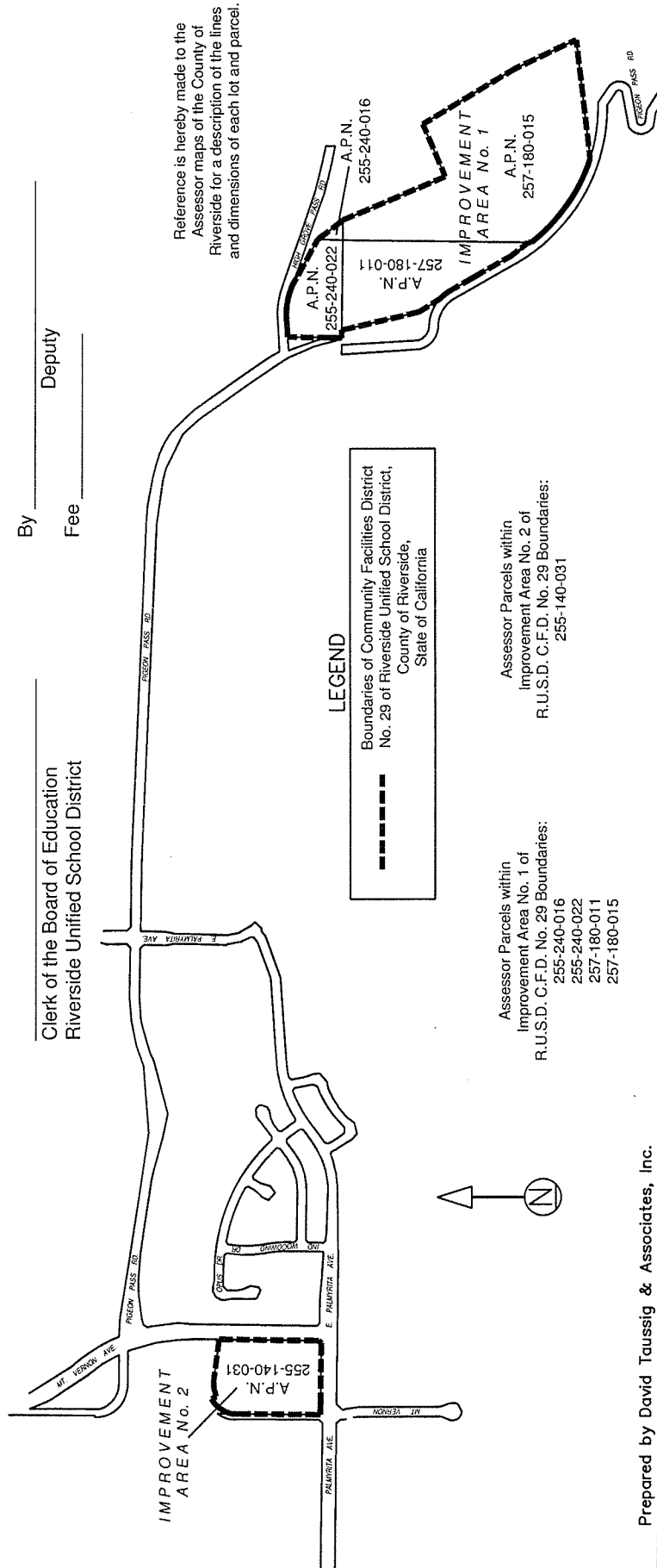
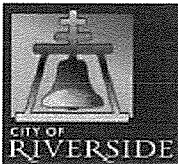


EXHIBIT B

CITY FEES

Community Facilities District No. 29 of Riverside Unified School District



City of Riverside

SEWER CAPACITY CHARGE (Tracts 33410 & 34592) (CONNECTION FEES)

Residential and Commercial Capacity Charge Schedule

User Rate Categories	Capacity Charge			
	Per/ Units	Effective July 1, 2012	10% Administrative Fee	Total
Residential Sewer Capacity Charge				
Basic Multi-Family Dwelling Unit	Unit	\$5,257	\$526	\$5,783
Basic Single Family Dwelling Unit	Unit	\$5,823	\$582	\$6,405
Commercial Sewer Capacity Charge				
Basic Commercial (Flat Rate)	Unit	\$5,823	\$582	\$6,405
Commercial Sewer Capacity Charge Structure				
Department & Retail Stores	1,000 S.F.	\$339	\$34	\$373
Hotels & Motels	Unit	\$2,133	\$213	\$2,346
Laundromats	1,000 S.F.	\$14,517	\$1,452	\$15,969
Laundries	1,000 S.F.	\$13,248	\$1,325	\$14,573
Markets	1,000 S.F.	\$3,270	\$327	\$3,597
Mortuaries	1,000 S.F.	\$8,926	\$893	\$9,819
Professional Offices	1,000 S.F.	\$564	\$56	\$620
Repair Shops & Service Stations	1,000 S.F.	\$6,390	\$639	\$7,029
Restaurants	1,000 S.F.	\$14,092	\$1,409	\$15,501
Other Commercial	1,000 S.F.	\$939	\$94	\$1,033
Hospitals	1,000 S.F.	\$2,323	\$232	\$2,555
Churches & Halls	1,000 S.F.	\$2,368	\$237	\$2,605
Schools "B"	1,000 S.F.	\$774	\$77	\$851
Other Commercial "A"	1,000 S.F.	\$2,443	\$244	\$2,687
Other Commercial "B"	1,000 S.F.	\$583	\$58	\$641
Warehouse	1,000 S.F.	\$162	\$16	\$178

EXHIBIT C
PAYMENT REQUEST

1. Community Facilities District No. 29 of Riverside Unified School District (the "Community Facilities District") is hereby requested to pay or cause to be paid from proceeds of special tax bonds issued by or on behalf of the Community Facilities District and deposited into the City Fees Account or similar account, to [Property Owner—insert name of Property Owner payee][the City of Riverside], as payee, the sum set forth in 3 below.

2. The undersigned certifies that the amount requested for City Fees is due and payable and has not been the subject of any prior disbursement request for City Fees.

3. Amount requested: \$_____

For lots/parcels: _____

4. The amount requested above is due and payable pursuant to (i) the Joint Community Facilities Agreement entered into as of _____, 2018, by and among the City of Riverside, a public subdivision of the State of California, Riverside Unified School District, a California school district, MRF-GROVES DEVELOPMENT, LP, a Texas Limited Partnership and SPRING MOUNTAIN INVESTMENTS, LLC, a California corporation, as the same has been amended or assigned (the "JCFA"); and (ii) the Mitigation Agreement (as such term is defined in the JCFA).

[insert appropriate signature block for Property Owner]

Approved by City of Riverside

CITY OF RIVERSIDE:

By: _____
City Manager

Approved by Riverside Unified School District, acting as legislative body of the Community Facilities District

RIVERSIDE UNIFIED SCHOOL DISTRICT

By: _____
Superintendent