

RESOLUTION NO. 2024-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT WITH VAL VERDE UNIFIED SCHOOL DISTRICT FOR VAL VERDE UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2025-1 (LENNAR HOMES OF CALIFORNIA, LLC)

WHEREAS, the Governing Board of Val Verde Unified School District (the “School District”) is forming Val Verde Unified School District Community Facilities District No. 2025-1 (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”) for the primary purpose of financing school facilities; and

WHEREAS, pursuant to Section 53316.2 of the Act, a community facilities district is authorized to finance facilities to be owned or operated by an entity other than the agency that created the community facilities district pursuant to a joint community facilities agreement; and

WHEREAS, the Governing Board of the School District and LENNAR HOMES OF CALIFORNIA, LLC, a limited liability company (the “Developer”), the developer of the taxable property within the CFD, are considering the use of the CFD to finance various public facilities that will be constructed by the Developer and/or City and owned and operated by the City of Moreno Valley (the “City”) and have requested the City to enter into a joint community facilities agreement that would permit the CFD to finance the payment of certain Development Impact Fees, the form of which is on file with the Secretary of this City Council and which is attached hereto as Exhibit A and incorporated herein by this reference (the “Joint Community Facilities Agreement”);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Joint Community Facilities Agreement Approved. Pursuant to Section 53316.2 of the Act, this City Council hereby approves the Joint Community Facilities Agreement substantially in the form as Exhibit A and on file with the City Clerk and determines that the Joint Community Facilities Agreement will be beneficial to the residents of the territory included within the jurisdictional boundaries of the CFD. The City Manager or the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Joint Community Facilities Agreement in said form with such changes, insertions and omissions as may be approved by the officer or officers executing such agreement, said execution and delivery being conclusive evidence of such approval.
3. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED this 17th day of December 2024.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, M. Patricia Rodriguez, City Clerk of the City of Moreno Valley, California do hereby certify that Resolution No. 2024-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting held on the 17th day of December 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

EXHIBIT "A"

JOINT COMMUNITY FACILITIES AGREEMENT

relating to

Val Verde Unified School District Community Facilities District No. 2025-1

by and among

Val Verde Unified School District, City of Moreno Valley and
Lennar Homes of California, LLC

THIS JOINT COMMUNITY FACILITIES AGREEMENT (the "**Agreement**") is entered into effective as of the ___ day of _____, 2024, by and among VAL VERDE UNIFIED SCHOOL DISTRICT, a California school district ("**School District**"), the CITY OF MORENO VALLEY, a California general law city (the "**City**") and LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company ("**Developer**"). This Agreement relates to the formation by the School District of a community facilities district known as "Val Verde Unified School District Community Facilities District No. 2025-1" (the "**CFD**"), for the purpose of financing certain fees incurred as a consequence of the development within the CFD to be used by the City to construct facilities to be owned and operated by the City from the proceeds of special taxes of, and bonds issued by, the proposed CFD.

RECITALS:

A. The property is within Tentative Tract No. 37725 and is depicted in Exhibit "A" and described in Exhibit "B" hereto (the "**Property**"), which is located in the City of Moreno Valley, County of Riverside, State of California, and constitutes the land within the boundaries of the CFD.

B. Developer has sole rights to develop the Property included in the CFD. Developer intends to develop the Property for residential purposes.

C. Developer has made a request to the School District in accordance with the Act (defined below) to form the CFD for the purpose of financing, among other things, certain public facilities to be constructed, owned and operated by the City (the "**City Fee Facilities**"), as described in Exhibit "C" hereto, in lieu of Developer's payment of City Fees (defined herein), which City Fee Facilities will benefit the Property.

D. Developer has yet to determine whether it will finance any or all of the City Fee Facilities, in lieu of the payment of City Fees, with Bond Proceeds (defined below) that are available for such purpose. The Parties (defined below) hereto acknowledge that the purpose of this Agreement is to satisfy the requirements of the Act.

E. In conjunction with the issuance of building permits for the construction of homes within the Property and/or receipt of final inspections or occupancy certificates for such homes, the Developer, or its successors or assigns, may elect to advance City Fee Facilities costs in lieu of payment of City Fees (the "**Advance(s)**") at such times as Bond Proceeds are not available in sufficient amounts to pay for City Fee Facilities. In such case, the Developer shall be entitled to (i)

reimbursement of such Advances limited to Bond Proceeds available to the City, if any (the Advances being considered an interest free loan by the Developer to City with no repayment obligation except to the extent there are Bond Proceeds received by or made available to the City as described herein, all as further described in Section 5(a) below) and (ii) credit by City for payments made to the City from Bond Proceeds against City Fees which would otherwise be due to the City with respect to the Property for which such transfer was made equal to the amount of Bond Proceeds disbursed to the City or at the direction of the City for City Fee Facilities, all as further described herein.

F. In addition to paying City Fees or Advances, the Developer shall pay an administrative fee to City to defray the costs to the City to administer this Agreement and ensure compliance with the terms of this Agreement. The administrative fee shall not be financed by CFD No. 2025-1. The School District has no responsibility or obligation with regard to the City Fees, City Fee Facilities, Advances or the administrative fees paid by Developer to the City to defray such costs.

G. In addition to the City Fee Facilities, certain facilities to be owned and operated by the School District (the “**School Facilities**”) and certain facilities to be owned and operated by Eastern Municipal Water District (“**EMWD Facilities**”) are also expected to be funded in whole or in part from Bond Proceeds.

H. The School District has sole discretion and responsibility for the formation and administration of the CFD.

I. The School District is authorized by Section 53313.5 of the Act to assist in the financing of the acquisition and/or construction of the City Fee Facilities. This Agreement constitutes a joint community facilities agreement, within the meaning of Section 53316.2 of the Act, by and among the City, the Developer, and the School District, pursuant to which the CFD, when and if formed, will be authorized to finance the acquisition and/or construction of all or a portion of the City Fee Facilities. As authorized by Section 53316.6 of the Act, responsibility for constructing, providing for, and operating the City Fee Facilities is delegated to the City.

J. The Parties hereto find and determine that the residents residing within the boundaries of the City, the School District, and the CFD will be benefited by the construction and/or acquisition of the School Facilities, City Fee Facilities and that this Agreement is beneficial to the interests of such residents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.
2. Definitions. Unless the context clearly otherwise requires, the terms defined in this section shall, for all purposes of this Agreement, have the meanings herein specified.
 - (a) “Act” means the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California

Government Code.

(b) “Advance” or “Advances” means an amount advanced by Developer to the City for City Fee Facilities in lieu of payment of City Fees prior to the availability of sufficient Bond Proceeds. Advances shall be deemed payment of City Fees to the extent sufficient Bond Proceeds are not received or made available to the City.

(c) “Bond Proceeds” or “Proceeds of the Bonds” shall mean those net funds generated by the sale of the Bonds and investment earnings thereon, net of costs of issuance, reserve fund, capitalized interest and administrative expenses.

(d) “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.

(e) “Bonds” shall mean those bonds, or other securities, issued by, or on behalf of, the CFD in one or more series, as authorized by the qualified electors within the CFD.

(f) “City Fees” means fees for those capital improvements authorized to be financed with City development impact fees (“DIF”), for police facilities, fire facilities, arterial street, interchange, parks and recreation center improvements, which are components of the DIF, imposed by the City as a consequence of development of any portion of the Property to finance City Fee Facilities.

(g) “City Fee Facilities” means those City capital improvements eligible to be financed with DIF or any component(s) thereof for police facilities, fire facilities, arterial street, interchange, parks and recreation center improvements, which are components of the DIF, which are necessary for the provision of services and paid for with Bond Proceeds in lieu of the payment of City Fees imposed by the City as a consequence of development of any portion of the Property, as further described in Exhibit “C” hereto. City Fee Facilities financed with Bond Proceeds pursuant to this Agreement may include City capital improvements from a single DIF category or multiple DIF categories at the discretion of the City.

(h) “Disbursement Request” means a request for payment relating to City Fee Facilities in the form attached hereto as Exhibit “D.”

(i) “Other Facilities Account of the Improvement Fund” means the fund, account or sub-account 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 City Fee Facilities and which may have subaccounts.

(j) “Party” or “Parties” shall mean any or all of the parties to this Agreement.

(k) “Rate and Method” means the Rate and Method of Apportionment of the Special Tax authorizing the levy and collection of Special Taxes pursuant to proceedings undertaken for the formation of the CFD pursuant to the Act.

(l) “School Facilities” means those public improvements to be owned,

operated, or maintained by the School District identified in proceedings to form the CFD that are eligible to be financed with Bond Proceeds.

(m) “Special Taxes” means the special taxes authorized to be levied and collected within the CFD pursuant to the Rate and Method.

(n) “State” means the State of California.

3. Formation of the CFD. The School District is in the process of forming the CFD to finance the City Fee Facilities, and other facilities. The School District has and will retain, at the expense of Developer, the necessary consultants to analyze the formation of the CFD.

4. Sale of Bonds and Use of Bond Proceeds. In the event that the CFD is formed and Bonds are issued, the Board of Education of the School District (the “**Board**”), acting as the legislative body of the CFD, may, in its sole discretion, finance City Fee Facilities by issuing one or more series of Bonds. To the extent that the CFD and Developer determine that Bond Proceeds are available to finance all or portion of the City Fee Facilities, School District shall notify the City of the amount of such Bond Proceeds deposited in the Other Facilities Account of the Improvement Fund that is available for such purpose. It is currently anticipated that sufficient Bond Proceeds will be available to fund City Fee Facilities in an amount equal to the aggregate total of the applicable City Fees for dwelling units within the CFD. Notwithstanding the foregoing, there is no assurance that City Fees will not increase in the future or available Bond proceeds be less than anticipated such that Bond Proceeds are not sufficient to fund the anticipated amount of City Fee Facilities in an amount equal to the aggregate total of the applicable City Fees. As Bond Proceeds are transferred to the City and reserved to fund City Fee Facilities as described in Section 5 below, the portion of the Property with respect to which such transfer was made shall receive a credit in the amount transferred against the payment of City Fees with respect to the Property. Nothing herein shall supersede the obligation of Developer, or its successors, to make Advances or otherwise pay City Fees to the City when due. The purpose of this Agreement is to provide a mechanism by which the CFD may issue the Bonds to provide a source of funds to finance all or a portion of the City Fee Facilities in lieu of the payment of all or a portion of the City Fees. In the event that Bond Proceeds, including investment earnings thereon, are not available or sufficient to fully satisfy the obligation, then Developer shall remain obligated to make Advances for which it will receive no reimbursement (except to the extent Bond Proceeds later become available to the City) or pay City Fees to the City as required by the City in accordance with applicable law.

The Bonds shall be issued only if, in its sole discretion, the Board determines that all requirements of State and federal law and all School District policies have been satisfied or have been waived by the School District. Nothing in this Agreement shall confer upon the City or any owner of the Property, including Developer, a right to compel the issuance of the Bonds or the disbursement of Bond Proceeds to fund City Fee Facilities except in accordance with the terms of this Agreement.

5. Disbursements for City Fee Facilities.

(a) Upon the funding of the Other Facilities Account of the Improvement Fund with funds reserved to fund City Fee Facilities, the Developer shall notify the City of the amount of Bond Proceeds reserved to fund City Fee Facilities and the Developer and the City may execute and submit a Disbursement Request for payment to the School District

or the CFD requesting disbursement of an amount equal to all or a portion of the Advances from the Other Facilities Account of the Improvement Fund to the extent that Bond Proceeds are available in the Other Facilities Account of the Improvement Fund for such purpose. Upon the City's receipt of funds pursuant to such Disbursement Request, the Developer shall receive reimbursement of the Advances from the City. To facilitate the City's bookkeeping, the City may direct in a Disbursement Request, that all or a portion of a payment be made directly to the Developer as reimbursement for Advances made by the Developer. In the event of a reimbursement to the Developer pursuant to the preceding sentence, the City shall account for an equivalent amount of Advances previously received from the Developer in accordance with Section 5(c) below.

To the extent that the City expends all or a portion of an Advance pending the deposit of Bond Proceeds in the Other Facilities Account of the Improvement Fund, for purposes of Treasury Regulations regarding investment and expenditure of Bond Proceeds and State law provisions regarding financing of public capital facilities, the Advance shall be considered an interest free loan by the Developer to City, which the City agrees to repay to the extent of the deposit, if any, of Bond Proceeds in the Other Facilities Account of the Improvement Fund and the City's written direction as described below to pay all or a portion of such deposit to the Developer as repayment of an Advance.

(b) From time to time following the funding of the Other Facilities Account of the Improvement Fund with funds to fund the City Fee Facilities, Developer may notify the City in writing and the City and Developer may jointly request a disbursement from the Other Facilities Account of the Improvement Fund to fund City Fee Facilities by executing and submitting a Disbursement Request. Upon receipt of such Disbursement Request completed in accordance with the terms of this Agreement, the CFD shall wire transfer or otherwise pay to the City (or upon the City's written direction pay to the Developer or a City contractor) such requested funds to the extent that Bond Proceeds are then available, or subsequently become available, in the Other Facilities Account of the Improvement Fund for such purpose. Upon such notice and the City's receipt of such disbursement (or upon payment to the Developer or a City contractor in accordance with directions from the City relating to City Fee Facilities), the Developer shall be deemed to have satisfied the applicable City Fees with respect to the number of dwelling units or lots for which City Fees would otherwise have been required in an amount equal to such disbursement.

(c) The City agrees that prior to submitting a Disbursement Request requesting payment from the CFD it shall review and approve all costs included in its request and will have already paid contractually or incurred such costs of City Fee Facilities from its own funds (which may include Advances from the Developer) subsequent to the date of this Agreement, or will disburse such amounts to pay the costs of the City Fee Facilities following receipt of funds from the CFD. For City Fee Facilities to be constructed, in the event that the City does not disburse any Bond Proceeds (or equivalent amount of Advances repaid pursuant to the second to the last sentence of the first paragraph of Section 5(a) above) received by it to third parties within five banking days of receipt, it will trace and report to the CFD all earnings, if any, earned by the City, from the date of receipt of such Bond Proceeds by the City (or the date of disbursement pursuant to the second to the last sentence of the first paragraph of Section 5(a) above) to the date of expenditure by the City for capital costs of the City Fee Facilities. Such report shall be delivered at least annually until all Bond Proceeds are expended by the City.

(d) Subject to Section 5(e) below, the City agrees to maintain adequate internal controls over its payment function and to maintain accounting records in accordance with generally accepted accounting principles. The City will, upon request, provide the School District and/or Developer with access to the City's records related to the City Fee Facilities and expenditure of Advances and will provide to the School District its annual financial report certified by an independent certified public accountant for purposes of assisting the School District in calculating the arbitrage rebate obligation of the CFD, if any.

(e) At the City's discretion, the City may elect to satisfy the tracing and accounting of Bond Proceeds requirements set forth in Section 4 of this Agreement by selecting and depositing unexpended Bond Proceeds with a commercial bank, savings bank, savings and loan association or other financial institution which is authorized by law to accept, hold, trace and account for deposits of money (the "**Deposit Institution**"). Developer shall pay for all costs and expenses associated with such Deposit Institution and shall pay said costs and expenses as provided in the written direction of the City.

(f) The School District or the CFD agrees to maintain full and accurate records of all amounts, and investment earnings, if any, expended from the Other Facilities Account of the Improvement Fund and expenditure of Advances. The School District or the CFD will, upon request, provide the City and/or Developer with access to the School District's or the CFD's records related to the Other Facilities Account of the Improvement Fund.

(g) In connection with the issuance of any Bonds to fund City Fee Facilities, the City agrees to execute and deliver a Certificate Concerning Use of Bond Proceeds ("**City Certificate**"), the form of which is attached hereto as Exhibit "E," in order for bond counsel to conclude that interest will be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended, and any other provision of law. Each such City Certificate shall be provided by bond counsel prior to the pricing of the Bonds, and shall be executed by a duly authorized officer of the City within fifteen (15) calendar days of such receipt of each such City Certificate(s). Should the City fail to execute and deliver the applicable City Certificate within fifteen (15) calendar days, the School District may issue taxable Bonds to fund the City Fee Facilities and tax exempt Bonds to fund School Facilities.

6. Ownership of City Fee Facilities. The City Fee Facilities, once acquired, shall be and remain the property of the City.

7. Indemnification.

(a) *Indemnification by the School District.* The School District shall assume the defense of, indemnify and save harmless, the City and its 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, any act or omission of the School District with respect to this Agreement and the issuance of the Bonds; provided, however, that the School District shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their officers, agents, or employees. In addition to the obligations set forth in Section 7(b) below, Developer shall indemnify the School District, 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 as a result of the School District indemnifying City under this Section 7(a).

(b) *Indemnification by Developer.* Developer shall assume the defense of, indemnify and save harmless, the School District, the CFD, and the City, 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, any act or omission of Developer with respect to this Agreement; provided, however, that Developer shall not be required to indemnify any person or entity as to damages resulting from the negligence or willful misconduct of such person or entity or their officers, agents, or employees.

(c) *Indemnification by the City.* The City shall assume the defense of, indemnify and save harmless, the School District, the CFD and 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, any act or omission of the City with respect to this Agreement, and the design, engineering, and construction of the City Fee Facilities constructed by the City; provided, however, that the City shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their officers, agents, or employees. In addition to the obligations set forth in Section 7(b) above, Developer shall indemnify the City, 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 as a result of the City indemnifying the School District and/or the CFD under this Section 7(c).

8. Allocation of Special Taxes. The Board, as the legislative body of the CFD, shall annually levy the Special Tax as provided for in the formation proceedings of the CFD. The entire amount of any Special Tax levied by the CFD to repay Bonds, or to fund other obligations, shall be allocated to the CFD.

9. Amendment and Assignment. This Agreement may be amended at any time but only in writing signed by each Party hereto. This Agreement may be assigned, in whole or in part,

by Developer to the purchaser of any parcel of land within the Property provided, however, such assignment shall not be effective unless and until the City and the School District have been notified, in writing, of such assignment and its written acceptance and the assignment specifies whether the Developer or such assignee is authorized to execute disbursement requests and whether the Developer or such assignee is to be reimbursed for Advances which have not been reimbursed at the time of such notice.

10. 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.

11. Notices. Any notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication given hereunder to either Party shall be in writing and 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, telecopier, or email upon the sender's receipt of written acknowledgement from the addressee, (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 Federal Express or other overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon the sender's receipt of written acknowledgement from the addressee, addressed as follows:

School District: Val Verde Unified School District
975 West Morgan Street
Perris, CA 92571
Attention: Assistant Superintendent, Business Services

City: City of Moreno Valley
14177 Fredrick Street
PO Box 88005
Moreno Valley, CA 92552
Attn: City Clerk

Developer: Lennar Homes of California, LLC
4140 Temescal Canyon Road., Suite 410
Corona, CA 92883
Attention: Geoff Smith, Vice President

Each Party may change its address for delivery of notice by delivering written notice of such change of address to the other Parties hereto.

12. Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

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.

14. Interpretation in the event of Ambiguities or Disputes. The Parties acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the drafter.

15. 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.

16. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

17. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party hereto, or the failure by a Party to exercise its rights upon the default of any other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the terms of this Agreement thereafter.

18. No Third Party Beneficiaries. No person or entity other than the CFD, when and if formed, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City, the School District, the CFD, and Developer (and their respective successors and assigns, exclusive of individual homebuyers), any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

19. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

VAL VERDE UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

**COMMUNITY FACILITIES DISTRICT NO.
2025-1 OF THE VAL VERDE UNIFIED
SCHOOL DISTRICT**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Secretary to the Board

APPROVED AS TO FORM:

By: _____

CITY OF MORENO VALLEY

By: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

PROPERTY OWNER

LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A"

**VAL VERDE UNIFIED SCHOOL DISTRICT COMMUNITY
FACILITIES DISTRICT NO. 2025-1**

BOUNDARY MAP; DEPICTION OF PROPERTY

[ATTACHED]

EXHIBIT "B"

**VAL VERDE UNIFIED SCHOOL DISTRICT COMMUNITY
FACILITIES DISTRICT NO. 2025-1**

DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MORENO VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTH HALF OF THE NORTH HALF OF LOT 17 IN BLOCK 2 OF RIVERSIDE ALFALFA ACRES, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

THE SOUTH ONE HALF OF THE NORTH ONE HALF OF LOT 17, BLOCK 2 OF RIVERSIDE ALFALFA ACRES, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

THE SOUTH HALF OF LOT 17 IN BLOCK 2 OF RIVERSIDE ALFALFA ACRES, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING FROM BOTH PARCELS ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET BELOW THE SURVEY OF SAID LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF MINUNG, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OF OTHER USE OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATE WELLS AND PRODUCE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FROM ANY PORTION OF SAID LAND, WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF.

NOW KNOWN AS:

LOTS 1 TO 64, INCLUSIVE, AND COMMON AREA LOTS D TO L, INCLUSIVE, OF TRACT NO. 37725, AS SHOWN ON A SUBDIVISION MAP ("MAP") FILED IN BOOK 489, PAGES 9 TO 15, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.B-1

EXHIBIT “C”

**VAL VERDE UNIFIED SCHOOL DISTRICT COMMUNITY
FACILITIES DISTRICT NO. 2025-1**

CITY FACILITIES

City Fee Facilities. The type of City Fee Facilities eligible to be financed by the CFD under the Act are the capital improvements authorized to be financed with City development impact fees (“DIF”) including, but not limited to DIF for police facilities, fire facilities, arterial street, interchange, public art, parks and recreation center improvements (which does not include any regional impact fees (i.e. Western Riverside Council of Governments Transportation Uniform Mitigation Fee)) and all appurtenances and appurtenant work in connection with the foregoing, including all costs of site acquisition, planning, design, engineering, legal services, materials testing, coordination, surveying, construction staking, construction management and supervision for such capital improvements, and any other expense incidental to the construction, acquisition, modification, expansion or rehabilitation of such capital improvements, all as permitted under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended. The amount of the City Fee Facilities will be based on the applicable fee schedule, which is subject to change.

Sequence No. _____
City SA# _____

EXHIBIT "D"

**VAL VERDE UNIFIED SCHOOL DISTRICT COMMUNITY
FACILITIES DISTRICT NO. 2025-1**

DISBURSEMENT REQUEST FORM

1. Val Verde Unified School District Community Facilities District No. 2025-1 (the "CFD") is hereby requested to pay from Bond Proceeds to the City of Moreno Valley (the "City"), as Payee, or to the City's designee, the sum set forth in 3 below.

2. The undersigned certifies that the amount requested for City Fee Facilities is due and payable, has not formed the basis of prior request or payment, and is being made with respect to the Joint Community Facilities Agreement by and among Val Verde Unified School District, City of Moreno Valley, and Lennar Homes of California, LLC, dated as of _____, 2024 (the "JCFA").

3. Amount requested: \$ _____

For Tract / Lot Nos: _____

4. The amount set forth in 3 above is authorized and payable pursuant to the terms of the JCFA. Capitalized terms not defined herein shall have the meaning set forth in the JCFA. The City shall spend the Bond Proceeds allocated hereby in accordance with the requirements set forth in Section 4 of the JCFA.

By entering into the JCFA and requisitioning Bond Proceeds as described herein, the City is not passing upon, determining or assuming the tax-exempt status of the Bonds for federal or California state income tax purposes.

PROPERTY OWNER

LENNAR HOMES OF CALIFORNIA, LLC, a
California liability company

By: _____

Name: _____

Title: _____

CITY OF MORENO VALLEY

By: _____
Name: _____
Title: _____

ATTEST:

By: _____

Clerk of the City

cc: City Finance Dept.

EXHIBIT “E”

§ _____
**COMMUNITY FACILITIES DISTRICT NO. 2025-1 OF THE
VAL VERDE UNIFIED SCHOOL DISTRICT SERIES _____
SPECIAL TAX BONDS
(Riverside County, California)**

CERTIFICATE CONCERNING USE OF BOND PROCEEDS

I, the undersigned, hereby certify that I am a duly authorized officer of the City of Moreno Valley (“**City**”), and am authorized to sign this Certificate Concerning Use of Bond Proceeds (“**Certificate**”) on behalf of the City in connection with the issuance of the above-captioned Bonds (“**Bonds**”). All capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Joint Community Facilities Agreement relating to Val Verde Unified School District Community Facilities District No. 2025-1 by and among the Val Verde Unified School District (“**School District**”), City and Lennar Homes of California, LLC, dated _____, 20__ (“**JCFA**”).

I further certify on behalf of the City that:

1. The City has been informed by the School District and Community Facilities District No. 2025-1 of the Val Verde Unified School District (the “**CFD**”) that they are in the process of issuing the Bonds on behalf of the CFD and will make available to the City \$_____ of Bond proceeds (the “**Proceeds**”).

2. The City will expend the Proceeds on capital costs (the “**Costs**”) paid to third parties for City improvements or equipment (the “**City Facilities**”).

3. The City will maintain records regarding the investment and expenditure of the Proceeds and the usage of the City Facilities.

4. The City will cooperate with the CFD regarding compliance with the terms of the Tax Certificate (the “**Tax Certificate**”) of the CFD, dated _____, 20__, with respect to the Bonds, including remitting any rebateable arbitrage on the Proceeds, if any, to the CFD to comply with the restrictions of Section 148(f) of the Code.

5. None of the City Facilities financed with proceeds of the Bonds will be used for any activity that constitutes a trade or business that is carried on by persons or entities, other than governmental entities (“**Private Use**”) absent consent of the CFD. The leasing of the City Facilities or the access of a person or entity other than a governmental unit to the City Facilities or services provided thereby on a basis other than as a member of the general public (“**General Public Use**”) shall constitute a Private Use unless the City obtains an opinion of bond counsel to the contrary. Use of the City Facilities in a trade or business constitutes General Public Use only if the property is intended to be available and is in fact reasonably available for use on the same basis by natural persons not engaged in a trade or business.

6. With respect to management and service contracts, the determination of whether a particular use of the City Facilities constitutes Private Use shall be determined on the basis of applying Revenue Procedure 2017-13. The City represents that, as of the date hereof, no portion of the City Facilities is expected to be subject to contracts or other arrangements with persons or entities engaged in a trade or business (other than governmental units) that involve the management of property or the provision of services that do not comply with the standards of Revenue Procedure 2017-13.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: _____

CITY OF MORENO VALLEY

By: _____
[Authorized Official Title]