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

by and among

THE CITY OF RIVERSIDE

AND

ALVORD UNIFIED SCHOOL DISTRICT

AND

BEAZER HOMES HOLDINGS, LLC

RELATING TO

COMMUNITY FACILITIES DISTRICT NO. 2021-2 (RIVERPOINTE/PARK PLACE)

OF THE CITY OF RIVERSIDE

Dated November 1, 2021

**JOINT COMMUNITY FACILITIES AND
SCHOOL FACILITIES MITIGATION AGREEMENT
BY AND AMONG
CITY OF RIVERSIDE
AND
ALVORD UNIFIED SCHOOL DISTRICT
AND
BEAZER HOMES HOLDINGS, LLC**

**(Community Facilities District No. 2021-2 (Riverpointe/Park Place)
of the City of Riverside)**

THIS JOINT COMMUNITY FACILITIES AND SCHOOL FACILITIES MITIGATION AGREEMENT (“Agreement”) is made and entered into by and among CITY OF RIVERSIDE (“City”), a charter city and municipal organization organized and operating under the laws of the State of California, the ALVORD UNIFIED SCHOOL DISTRICT (“School District”), a California public school district organized and existing pursuant to California law, and BEAZER HOMES HOLDINGS, LLC (“Property Owner”), a Delaware limited liability company designated as entity number 20166011562 by the California Secretary of State.

RECITALS:

A. Property Owner, on August 12, 2021, acquired certain real property located within the boundaries of both the City and the School District and designated as Riverside County Assessor Parcel Number 155-441-023 (“Property”). The boundaries of the Property are depicted in Exhibit “A” attached hereto. The Property Owner has obtained entitlements from the City to develop the Property with approximately 55 single-family dwelling units within Tract Map No. 37626 (the “Project”).

B. The development of the Project will require that the School District provide additional School Facilities (defined below) to accommodate the students who will be generated by such development. The Property Owner and the School District have agreed that, in lieu of the Property Owner paying School Fees (defined below) to the School District, the School District shall receive Mitigation Amounts (defined below), in accordance with this Agreement. The Parties anticipate that some or all of the Mitigation Amounts shall be payable from Bond Proceeds (defined below) of the hereinafter described Community Facilities District (the “CFD”). The City Facilities (defined below) and School Facilities are sometimes collectively referred to herein as the “Facilities.”

C. Pursuant to request of Passco Pacifica LLC, a Delaware limited liability company (the “Predecessor Property Owner”), the then owner of the Property, the City Council of the City (the “City Council”) formed the CFD pursuant to the Act to finance all or a portion of the Facilities. The Parties acknowledge and agree that the City shall be solely responsible for the formation and administration of the CFD.

D. In accordance with Sections 53313.5 and 53316.2 of the Act , the CFD, after it has been formed, may finance facilities to be owned or operated by the School District. 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 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, the City shall be responsible for constructing or otherwise acquiring, maintaining, and operating the City Facilities, and the School District shall be responsible for constructing or otherwise acquiring, maintaining, and operating the School Facilities.

E. The provision of the City Facilities and the School Facilities is necessitated by the Project, and the Parties find and determine that the residents of the City, School District 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.

ARTICLE I
GENERAL PROVISIONS

Section 1.1 Recitals.

The above recitals are true and correct and are hereby incorporated as effective and operative provisions of this Agreement.

Section 1.2 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, as amended, commencing with California Government Code Section 53311, *et seq.*

(b) “Agreement” means this Joint Communities Facilities and School Facilities Mitigation Agreement.

(c) “Alvord School Facilities Account” 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.

(d) “Bond Proceeds” shall mean those net funds generated by the sale of the Bonds.

(e) “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.

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

(g) “Certificate of Compliance” means a certificate issued by School District pursuant to Education Code Section 17620(b) for purposes of certifying that Property Owner has paid the applicable Deposit needed to obtain a one or more building permits for development to occur within the Property.

(h) “CFD” means Community Facilities District No. 2021-2 (Riverpointe/Park Place) of the City of Riverside.

(i) “City Facilities” means the city facilities in lieu of development impact fees described in the formation proceedings regarding the CFD.

(j) “Deposit” means, in each case, the funds advanced to School District by Property Owner, in accordance with Section 2.2 herein, as a condition to issuance by the School District of a Certificate of Compliance.

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

(l) “Mitigation Amount” means for each residential dwelling unit within the Project, an amount equal to \$5.30 per square foot of assessable space. For purposes of the foregoing, the term “assessable space” shall have the same meaning for that term as set forth in Government Code Section 65995(b)(1). The forgoing per-square-foot amount used to determine the Mitigation Amounts shall increase each January 1, commencing January 1, 2022, by two percent (2%) of the amount per square foot in the preceding year.

(m) “Party” shall mean any one of the parties to this Agreement, and “Parties” shall mean, collectively, all of the parties to this Agreement.

(n) “Rate and Method” means the individual 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.

(o) “School Facilities” means any school and/or administrative facilities with a useful life of five years or longer needed by the School District, including, without limitation: (i) real property sites; (ii) on-site and off-site improvements, including, among others, any curbs, gutters and sidewalks, storm drains and other drainage facilities, access roadways and street improvements, utility lines and facilities; playground areas and equipment, and landscaping; (iii) classrooms, restrooms, and food-service facilities (iv) on-site office and other administrative spaces (v) central (off-site) support and administrative facilities, including, among others, maintenance and transportation facilities; (vi) interim housing; and (vii) furniture and equipment (including, among other things and to the extent permitted by law, vehicles and technology equipment and infrastructure). The term “School Facilities” also includes the costs attributable to (i) planning, engineering, designing, coordinating, leasing, financing, acquiring, expanding, relocating, rehabilitating, and/or constructing School Facilities (or any combination thereof), including, without limitation, services such as design, construction management, inspection, materials testing, and construction staking; and (ii) all other expenses incidental to acquiring, constructing, or otherwise making School Facilities available for School District purposes. To the extent authorized pursuant to the Act and other applicable law, “School Facilities” also includes costs associated with the

maintenance and operation of School Facilities. For avoidance of doubt, all School Facilities, regardless of sources of funding, shall be the sole and separate property of the School District.

(p) “School Fees” means fees and charges that may be levied pursuant to Education Code Section 17620 *et seq.* and Government Code Sections 65995 *et seq.*

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

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

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 Predecessor 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 Amount Deposits.

Prior to School District’s receipt of supplanting Bond Proceeds as described in this Section, Property Owner may obtain Certificates of Compliance for particular lots within the Project only by providing Deposits to the School District that in each case are equal to the Mitigation Amounts attributable to those lots. The District may commingle any or all Deposits with other capital facilities funds of the District for purposes of investment and safekeeping, and the District may use such Deposits for any or all purposes as authorized by law, but, for purposes of this Agreement, the District shall at all times maintain records sufficient to track the amount and disposition of each Deposit.

Deposits provided to the School District prior to receipt by the School District of Bond Proceeds that supplant those Deposits will be refunded by the School District to Property Owner (and not to any other party) upon deposit of such supplanting Bond Proceeds into the Alvord School Facilities Account. Bond Proceeds deposited into the Alvord School Facilities Account shall supplant Deposits on a first-in first-supplanted basis. After the issuance of the last series of Bonds (other than Bonds issued for refunding purposes only), and to the extent that the Bond Proceeds deposited into the Alvord School Facilities Account are not sufficient to supplant the Mitigation Amounts attributable to lots for which the Property Owner has provided a Deposit, the portion of the Deposits not supplanted by Bond Proceeds shall be retained and used by School District as permitted by law and this Agreement.

Section 2.3 Issuance and Sale of Bonds.

The City Council, 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 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 Bond Proceeds to be deposited in the Alvord School Facilities Account.

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 Alvord School Facilities Account or any applicable accounts or subaccounts thereof. As Bond Proceeds are transferred to School District, Property Owner shall receive a credit in the amount transferred against the payment of Mitigation Amounts. Nothing herein shall supersede the obligation of the Property Owner and/or its successors in interest with respect to the Property to pay School Fees to School District, when due, on account of commercial, industrial, age-restricted, or other development not within the scope of this Agreement. 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 School Fees. In the event that Bond Proceeds, including investment earnings thereon, are not available or sufficient to satisfy the obligation to pay the Mitigation Amounts, then Property Owner shall remain obligated to pay the Mitigation Amounts to the School District as provided in this Agreement.

In connection with the issuance of any Bonds, a portion of the proceeds of which are to be made available pursuant to this Agreement to finance the acquisition, construction and installation of School Facilities, School District agrees to execute and deliver such certifications and agreements as may be reasonably required in order for bond counsel to conclude that interest on such Bonds will be excludable from gross income under Section 103 of the Internal Revenue Code of 1986 and any amendments thereto.

Section 2.5 Mitigation Credit Account.

(a) After being notified by fiscal agent or equivalent City or CFD consultant that Bond Proceeds have been deposited into the Alvord School Facilities Account, School District will establish a credit account (“Credit Account”) in the amount of assessable square feet for which the obligation to pay Mitigation Amounts has been satisfied. Such determination shall be made by dividing the amount deposited in the Alvord School Facilities Account by the per-square-foot amount then in effect pursuant to Section 1.2(1) herein.

(b) Once established, School District shall deduct from the Credit Account the square footage of units for which Deposits had been made pursuant to Section 2.2 and return the corresponding Deposits to Property Owner. If such deduction would result in a negative balance within the Credit Account, School District shall retain a portion of the Deposits such that when added to the Bond Proceeds deposited in the Alvord School Facilities Account would result in a balance of zero (0) square feet within the Credit Account. Such retained Deposits may then be used by School District as permitted by law and this Agreement.

(c) Property Owner may obtain Certificates of Compliance for lots within the Project by requesting that School District deduct from the Credit Account the assessable space of the unit for which the Certificate of Compliance is being sought. In the event that there is an insufficient balance in the Credit Account to cover a request for a Certificate of Compliance, Property Owner may obtain the Certificate of Compliance only by paying cash to the School District equal to the shortfall in the Mitigation Amount payable in connection with that Certificate of Compliance.

Section 2.6 Disbursements for School Facilities.

(a) From time to time following the funding of the Alvord School Facilities Account, School District may notify the City in writing and request a disbursement from the Alvord School Facilities Account to fund School Facilities by executing and submitting an executed Disbursement Request to the City. Upon receipt of such Disbursement Request completed in accordance with the terms of this Agreement, the CFD shall wire transfer or otherwise pay to School District such requested funds to the extent that Bond Proceeds are available in the Alvord School Facilities Account for such purpose.

(b) School District 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 or incurred such costs of School Facilities from its own funds subsequent to the date of this Agreement, or will disburse such amounts to pay the costs of School Facilities following receipt of funds from the CFD. In the event that School District does not disburse any Bond Proceeds 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 School District, from the date of receipt of such Bond Proceeds by School District to the date of expenditure by School District for costs of the School Facilities as defined herein. School District agrees that in processing the above disbursements it will comply with all legal requirements for the expenditure of Bond Proceeds under the Internal Revenue Code of 1986 and any amendments thereto.

Section 2.7 Responsibility for Mitigation Amounts.

(a) The Parties hereto acknowledge and agree that, absent Mitigation Amounts being funded using Bond Proceeds, the Property Owner shall be responsible for the payment of the Mitigation Amounts.

(b) If the amounts derived from Bond Proceeds for School Facilities deposited in the Alvord School Facilities Account, including investment earnings thereon, if any, are not sufficient to fund all Mitigation Amounts attributable to the Property, 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, School District, or the City.

(c) 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.

Section 2.8 Indemnification.

(a) Indemnification by the City. The City shall assume the defense of, indemnify and save harmless, the School District and the Property Owner, their respective officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses, and/or expenses of any and every type and description (each a “Liability” and collectively, “Liabilities”) to which they may be subjected or put, by reason of, or resulting from, any negligent act or omission or willful misconduct of the City or the CFD with respect to this Agreement; provided, however, that the City shall not be obligated in accordance with the foregoing to the extent

any Liability is attributable to the negligence or willful misconduct of any such person or entity or its officers, agents or employees, in which event the Parties shall be responsible and liable on a comparative basis.

(b) Indemnification by Property Owner. The Property Owner shall assume the defense of, indemnify and save harmless, the School District, the City, and the CFD, their respective officers, employees and agents, and each and every one of them, from and against all Liabilities to which they may be subjected or put, by reason of, or resulting from, any negligent act or omission or willful misconduct of the Property Owner with respect to this Agreement provided, however, that the Property Owner shall not be obligated in accordance with the foregoing to the extent any Liability is attributable to the negligence or willful misconduct of any such person or entity or its officers, agents or employees, in which event the Parties shall be responsible and liable on a comparative basis.

(c) Indemnification by School District. The School District shall assume the defense of, indemnify and save harmless, the City, the CFD and the Property Owner, their respective officers, employees and agents, and each and every one of them, from and against all Liabilities to which they may be subjected or put, by reason of, or resulting from, any negligent act or omission or willful misconduct of the School District with respect to this Agreement; provided, however, that the School District shall not be obligated in accordance with the foregoing to the extent any Liability is attributable to the negligence or willful misconduct of any such person or entity or its officers, agents or employees, in which event the Parties shall be responsible and liable on a comparative basis.

(d) Comparative Liability. Notwithstanding anything to the contrary, in the event a court of competent jurisdiction, or an arbitrator if the Parties have agreed to arbitration, determines that more than one of the Parties are, to some extent, responsible for the existence of any Liability, those Parties shall request that the court or arbitrator determine their comparative liability with respect to that Liability. Thereafter, those Parties shall be responsible for any damages payable on account of such Liability consistent with such comparative liability determination, and a Party shall be entitled to reimbursement, for damages that it has paid in excess of its share of damages based on such comparative liability determination, from the other responsible Party or Parties.

(e) Statutory Liability. Notwithstanding anything to the contrary, in the event a final judgment issued by a court of competent jurisdiction, or an arbitrator if the Parties have agreed to arbitration, determines that this Agreement is an agreement within the scope of Government Code Section 895 and, in connection therewith, imposes liability on either the City or the School District solely by virtue of Government Code Section 895.2, then the City or School District, as applicable, shall be entitled to contribution as provided by Government Code section 895.6. In the event Government Code Sections 895, 895.2 and/or 895.6 are amended or repealed, the requirements of this Subsection shall apply with respect to any similar, successor or superseding law that imposes liability on either the City or the School District consistent with provisions of Government Code Sections 895.2 and 895.6 in effect as of the Effective Date.

Section 2.9 Mitigation of School Fee Obligations of Project.

Property Owner and School District agree that, with respect to development of the Property, the payment of the Mitigation Amounts to School District, whether with Bond Proceeds or otherwise, and, if applicable, payment of other amounts as described in Section 2.4 herein, shall constitute the full extent of the Property Owner's obligation to mitigate the impacts on the School Facilities of the School District arising from development of the Property.

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 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 provided in Section 2.8, 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 School District.

Section 2.10 Waiver of State and Local Funding Credits and Right to Protest.

In consideration of School District's agreement with respect to the Project to accept the Mitigation Amounts and other amounts as described in Section 2.4 herein as full mitigation of the impact on the School Facilities of the School District resulting from development of the Project, Property Owner hereby waives, on behalf of itself and all of its successors in interest with respect to the Property, any and all past, present, and future rights any of them may have to credit against, or fair share reduction in, Mitigation Amounts based upon State matching funding provided to School District or the proceeds from a School District-wide special tax or general obligation bond authorization, or School Facilities Improvement District ("SFID") bond authorization for school facilities. Nothing in the foregoing or elsewhere in this Agreement shall be deemed or construed to constitute an acknowledgement or agreement by the School District that the Property Owner or its successors have or would be entitled to any such credit or reduction. 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; provided that nothing in this Agreement shall be deemed or construed to preclude the Property Owner from asserting that the School District has breached any obligation it may have pursuant to this Agreement.

Section 2.11 Property Owner Advance.

The Predecessor Property Owner has deposited with School District the amount of Fifteen Thousand Dollars (\$15,000) to be used to advance fund the School District's costs associated with negotiating, entering into, and administering this Agreement. Such advance may be reimbursed to the Property Owner, subject to submission to the School District of evidence of assignment to Property Owner of the right to reimbursement of such deposit and the approval of the City, from Bond Proceeds, but under no circumstances shall School District be obligated to refund, reimburse, or otherwise repay the advance to the Property Owner from any source of funds. Should the City, for any reason, not approve this Agreement, any unexpended and uncommitted balance of the funds advanced pursuant to this Section shall be refunded to Property Owner or Predecessor Property Owner, as applicable, within fourteen business days after School District is notified in writing by the City that this Agreement has not and will not be approved by the City.

Section 2.12 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 that 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 a Party to this Agreement. For avoidance of doubt, all proceeds of the special taxes levied by the CFD shall, as and when collected, be allocated and distributed for use by the City and/or the CFD, not any other Party or any third party.

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 last of the School District, the Property Owner and the City Council, to be confirmed by the dates entered upon execution of this Agreement by the authorized representatives of the Parties.

Section 3.2 Termination.

If the CFD is unable to complete the sale of the Bonds prior to January 1, 2028, any obligation of the Parties, if any, to finance all or any portion of the Mitigation Amounts with Bond Proceeds pursuant to this Agreement shall automatically terminate and be of no further force or effect. In such event, this Agreement shall remain in effect as between the School District and the Property Owner, the School District shall retain any and all Deposits in full satisfaction of the mitigation obligation attributable to the lots within the Project for which Certificates of Compliance were issued based upon the posting of such Deposits and, thereafter, in order to obtain an additional Certificate of Compliance for construction within the Project, Property Owner shall be required to pay to the School District the Mitigation Amount, or other amount as provided in Section 2.4 herein, applicable to such construction.

ARTICLE IV
ADDITIONAL GENERAL PROVISIONS

Section 4.1 Recordkeeping; Inspection of Records.

School District hereby agrees to keep and maintain full and accurate records of all Bond Proceeds, if any, paid to 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 Bond Proceeds, and investment earnings, if any, disbursed to School District from the Alvord School Facilities Account. 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. 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”). 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 Bond Proceeds received by School District to fund School Facilities, (B) the amount of such Bond Proceeds deposited in separate funds or accounts of 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, using Bond Proceeds. School District's reporting obligation shall terminate when all Bond Proceeds have been disbursed from the Alvord School Facilities Account, or from any account or subaccount thereof that has been allocated Bond Proceeds to finance Mitigation Amounts, and School District has provided to the City a report for the last disbursement received by School District. If no Bond Proceeds have been received by 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 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 4.3 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. No such assignment by the Property Owner shall be valid or binding on any other Party unless and until written notice of the assignment has been provided to all Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

Section 4.4 Notice.

Any notice, payment, or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received only upon actual receipt by that Party. Such notices, payments, or instruments may be delivered by: (i) personal delivery, delivery charges prepaid and signature on delivery receipt requested; (ii) registered or certified U.S. Mail, postage prepaid and return receipt requested; or (iii) FedEx, UPS, or other reliable private delivery service, delivery charges prepaid and signature on electronic or other delivery receipt requested. A copy of each notice and other instrument sent to the City shall be sent to the City's legal counsel, and a copy of each notice and other instrument sent to the School District shall be sent to the School District's legal counsel. No Party may unreasonably refuse to accept delivery of any communications sent in accordance with this Section in an attempt to avoid the giving or service of the communication, and any such refusal by a Party shall be deemed and construed as a material breach of such Party's obligations pursuant to this Agreement. For avoidance of doubt, this Section shall not be deemed or construed to apply to service of process in accordance with any applicable law or rule of court. Subject to the foregoing, written communications shall, as applicable, be addressed as follows:

City:

City of Riverside
3900 Main Street, 6th Floor
Riverside, CA 92522
Attention: Chief Financial Officer/Treasurer

City Legal Counsel: Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Bradley R. Neal, Esq.

School District: Alvord Unified School District
Attention: Executive Director, Administrative Services
9 KPC Parkway
Corona, CA 92879

School District Legal Counsel: Atkinson, Andelson, Loya, Ruud & Romo
Attention: Brian W. Smith
20 Pacifica, Suite 1100
Irvine, CA 92618

Property Owner: Beazer Homes Holdings, LLC
c/o Beazer Homes
310 Commerce, Suite 150
Irvine, CA 92602
Attn: Jase Prewett, Market Manager—Southern California

Each Party can change its address for delivery of notice by delivering written notice of such change of address to the other Parties. A Party that incurs a change of address shall endeavor to provide such notice within ten (10) calendar days prior to the change taking effect.

Section 4.5 Captions.

The captions to Sections used herein are for convenience purposes only and, therefore, shall not be deemed or construed to qualify, circumscribe, or otherwise limit the respective meanings of the provisions set forth in this Agreement.

Section 4.6 Governing Law.

Notwithstanding any conflict-of-law, choice-of-law, or other provision of any federal or state 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. Each and every claim, demand, action, arbitration (if the affected Parties agree to arbitrate), and other proceeding arising from this Agreement shall be initiated and conducted solely in the County of Riverside, California; provided that a court of competent jurisdiction in its discretion may determine that it is necessary, in order to ensure fundamental fairness, that venue be located outside the boundaries of the City.

Section 4.7 Entire Agreement.

This Agreement contains the entire agreement of the Parties with respect to the matters provided for herein and supersedes all prior and contemporaneous agreements, negotiations, and discussions (whether written or oral) among any of the Parties relating to the subject matter of this Agreement.

Section 4.8 Amendments.

This Agreement may be amended or modified only in writing duly approved by each of the Parties and executed by the authorized representative(s) of each of the Parties hereto.

Section 4.9 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 to constitute a waiver of such terms, covenants or conditions of this Agreement by the failing Party. In order to be valid and binding, a waiver must be set forth in writing and must be signed by the authorized representative of the waiving Party. Except as expressly set forth in a written waiver, no waiver shall constitute a relinquishment of any other right or power for all or any other times.

Section 4.10 Cooperation and Execution of Documents.

Each Party agrees to complete and execute any further or additional documents that reasonably are necessary to complete the terms of, or secure the express benefits to another Party of, this Agreement.

Section 4.11 Attorneys' Fees.

In connection with any action or other proceeding arising out of this Agreement, each Party shall be responsible for paying its own costs and expenses, including, without limitation, attorneys' fees and other legal costs.

Section 4.12 Exhibits.

The following exhibits attached hereto are incorporated into this Agreement by reference.

<u>Exhibit</u>	<u>Description</u>
"A"	Outline of Property Boundaries
"B"	Disbursement Request Form

Section 4.13 Interpretation.

This Agreement shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against a Party solely because it or its attorney(s) were primarily responsible for drafting this Agreement or any particular provision herein.

Section 4.14 No Termination Due to Changes in Law.

The provisions of this Agreement shall not be affected by: (i) any change to applicable law that occurs on or after the Effective Date; (ii) any legislation enacted, whether through the legislative or initiative process, on or after the Effective Date; or (iii) any judicial decisions issued on or after the Effective Date that otherwise would affect the matters addressed in this Agreement, except for decisions specifically pertaining to this Agreement.

Section 4.15 Signatories.

Each person who has signed this Agreement on behalf of a Party thereby represents and warrants that he, she, or they has been appropriately authorized that Party to sign, and thereby bind such Party to, this Agreement.

Section 4.16 Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and the same instrument. Signature pages may be detached from counterpart originals and combined to form one or more copies of this Agreement having original signatures of all Parties.

[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.

ALVORD UNIFIED SCHOOL DISTRICT

By: _____
Kevin Emenaker, Executive Director,
Administrative Services

Date Signed: _____

Approved as to Form:

By: Atkinson, Andelson, Loya, Ruud & Romo

By:  _____
Brian W. Smith, Legal Counsel

Approved by Board of Education: December 16,
2021

Property Owner:

BEAZER HOMES HOLDINGS, LLC, a Delaware
limited liability company

By: _____

Name: _____

Title: _____

Date Signed: _____

City:

CITY OF RIVERSIDE

By: _____

Name: _____

Date Signed: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Bond Counsel

EXHIBIT "A"

PROPERTY DESCRIPTION

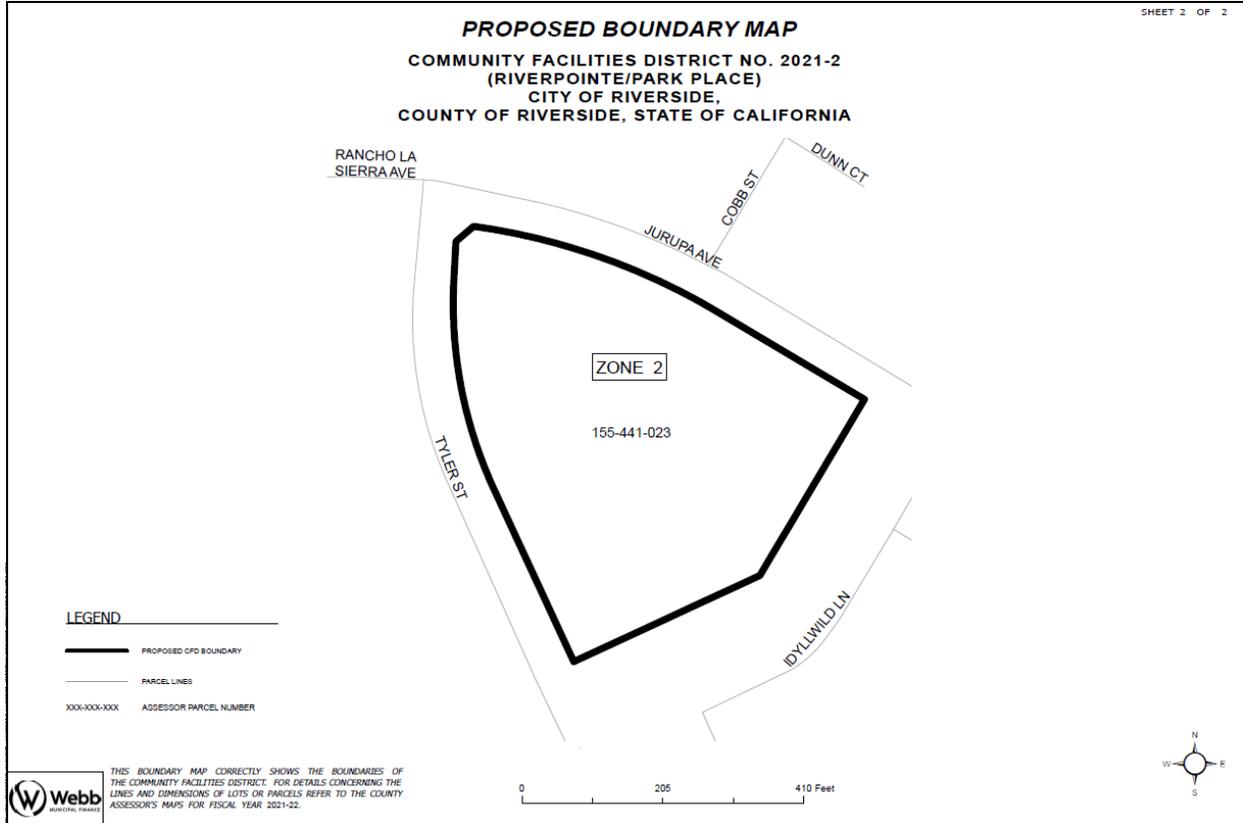


EXHIBIT "B"

DISBURSEMENT REQUEST FORM

1. Community Facilities District No. 2021-2 (Riverpointe/Park Place) of the City of Riverside ("CFD No. 2021-2") is hereby requested to pay from the Alvord School Facilities Account, or any applicable account or subaccount thereof, established by CFD No. 2021-2 in connection with its Special Tax Bonds (the "Bonds") to Alvord Unified School District ("School District"), as payee, the sum set forth below:

\$ _____ (the "Requested Amount")

2. The Requested Amount is due and payable, no portion of the Requested Amount has been included in any prior disbursement to the School District from the Alvord School Facilities Account, and the Requested Amount is payable in satisfaction of the Property Owner's obligation pursuant to the JCFA (defined below) to pay Mitigation Amounts to the School District.

3. The Requested Amount is authorized and payable pursuant to the terms of that certain Joint Community Facilities and School Facilities Mitigation Agreement, dated as of November 1, 2021, by and among the School District, Beazer Homes Holdings, LLC, a Delaware limited liability company, and the City (the "JCFA"). By requisitioning and/or receiving Bond proceeds pursuant to this request, the School District is not passing upon, determining, or assuming the tax-exempt status of the Bonds for federal or California income tax purposes.

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

Date: _____

ALVORD UNIFIED SCHOOL DISTRICT

By: _____
