

**REIMBURSEMENT AGREEMENT
RE PROPOSED
COMMUNITY FACILITIES DISTRICT NO. 2019-1
OF THE CITY OF LAKE ELSINORE (WESTLAKE)**

THIS REIMBURSEMENT AGREEMENT RE PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2019-1 OF THE CITY OF LAKE ELSINORE (WESTLAKE) (the "Agreement") dated as of January 1, 2019 is entered into by and between the City of Lake Elsinore, a general law city organized and existing under the laws and constitution of the State of California (the "City"), and Pardee Homes, a California corporation (the "Owner").

RECITALS:

A. The Owner owns approximately 19.89 acres of land described in Exhibit A attached hereto (the "Property") for which the Owner desires to include the Property within proposed Community Facilities District No. 2019-1 of the City of Lake Elsinore (the "District") to be established by the City pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act").

B. The City and the Owner are desirous of entering into this Agreement in order to provide a mechanism by which the Owner may advance certain costs related to the cost of formation of the District, and to provide that such District, if formed, will reimburse the Owner for the amounts advanced hereunder.

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. Potential Formation of the District and Issuance of Bonds.

(a) At the request of the Owner, the City will undertake to form the District. The City will retain, at the Owner's expense, the necessary consultants to analyze the proposed formation of the District and issuance of bonds, including an engineer, special tax consultant, financial advisor, bond counsel, market absorption consultant, appraiser and other consultants deemed necessary by the City. In addition, City staff time spent in connection with the formation of the District and the issuance of bonds shall be at Owner's expense.

(b) In order to begin the process of analyzing the potential formation of the District, the Owner shall advance to the City a sum totaling \$50,000. From time to time, the Owner shall make additional advances to the City within 15 days following receipt from the City of a request for an additional advance to cover the costs of forming the District and/or issuing bonds. In the event the Owner does not deliver the requested amount to the City within such 15-day period, the City will have no obligation to proceed with the analysis or bond issue unless and until such additional advance is received. The Owner shall have the right to notify the City at any time, in writing, of its intention to abandon the formation of the District or the issuance of bonds. Upon receipt of such notice, the City shall instruct its consultants to cease work as soon as practicable. The Owner shall be responsible to pay all costs and expenses incurred by the City or any City

consultant or advisor prior to the date on which the City's consultants are notified of the Owner's notice of abandonment. Notwithstanding a decision of the Owner to abandon the formation of the District or the issuance of bonds, the City may, in its sole discretion, elect to proceed with formation of the District and/or the issuance of bonds with funds other than those of the Owner; provided, however, that, in executing this Agreement, the Owner shall not be deemed to have waived their right to object to the formation of the District or the issuance of bonds.

(c) The City will provide to the Owner on request a summary of how the advances have been spent and the unexpended balance remaining. The amounts advanced by the Owner will be reimbursable to the Owner, without interest, from the proceeds of bonds issued by the District when and if the District is formed. In the event that bonds are not issued to provide a source of reimbursement to the Owner, the City shall have no liability to the Owner to reimburse them for any of amounts previously advanced by the Owner and expended by the City in accordance with this Agreement.

3. Reimbursement Procedure. The City shall return any funds which have been advanced by the Owner which are not expended on the purposes set forth in Section 2 above. Such returned funds shall be without interest.

4. Abandonment of CFD Formation Process. The Owner understands that any formation of the District shall be in the sole discretion of the City. No provision of this Agreement shall be construed as a promise, warranty or agreement by the City to form the District, to annex the Property to any other district or improvement area of the City or to issue any bonds. The City shall have no liability to Owner for its decision not to form the District or issue bonds.

5. Indemnification and Hold Harmless. The Owner hereby assumes the defense of, and indemnifies and saves harmless, jointly and severally, the City and each of its officers, directors, employees and agents, 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 arising out of any acts or omissions taken by the Owner or any of the Owner's officers, employees, contractors and agents with respect to the formation of the District.

6. Notices. Any notice to be provided pursuant to this Agreement shall be delivered to the following addresses:

Owner	Pardee Homes 1250 Corona Pointe Court, Suite 600 Corona, California 92879 Attention: Jeff Chambers Telephone: (951) 428-4113
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City:	City of Lake Elsinore 130 South Main Street Lake Elsinore, CA 92530 Attn: Assistant City Manager Telephone: (951) 674-3124 Email: jsimpson@lake-elsinore.org
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With a copy to: Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Brian Forbath, Esq.
Telephone: (949) 725-4193
Email: bforbath@sycr.com

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

7. Assignment. The Owner may assign its interest in this Agreement at any time provided, however, that the Owner shall provide written evidence of any assignment to the City.

8. 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 permitted by law.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein.

10. Amendments. This Agreement may be amended or modified only by written instrument signed by all parties.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

12. 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.

13. No Third Party Beneficiaries. No person or entity 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 and the Owner, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. 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.

15. Termination. This Agreement shall terminate and be of no further force and effect on December 1, 2022 unless expressly amended by the parties; provided, however, that the Owner's obligations under Section 5 shall survive the termination and the City's obligation to provide reimbursement in accordance with Section 3 for expenses incurred prior to the termination date shall also survive termination.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF LAKE ELSINORE, a political subdivision
of the State of California

By: _____
Assistant City Manager

ATTEST:

By: _____
Grant Yates, Acting City Clerk

PARDEE HOMES, a California corporation

By: _____
Michael Taylor, Division President

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Real property in the City of Lake Elsinore, County of Riverside, State of California, described as follows:

Assessor Parcel Nos. (as set forth in the County of Riverside Assessor's Fiscal Year 2018-19 Roll):

379-050-034

379-050-006