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**JOINT COMMUNITY FACILITIES AGREEMENT**

**by and among**

**ROMOLAND SCHOOL DISTRICT**

**AND**

**PERRIS UNION HIGH SCHOOL DISTRICT**

**AND**

**WSI LAND HOLDINGS, LLC**

**RELATING TO**

**COMMUNITY FACILITIES DISTRICT NO. 2020-2**

**(COUNTRYVIEW) OF THE ROMOLAND SCHOOL DISTRICT**

**Dated \_\_\_\_\_, 2020**

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**JOINT COMMUNITY FACILITIES AGREEMENT  
BY AND AMONG  
ROMOLAND SCHOOL DISTRICT  
AND  
PERRIS UNION HIGH SCHOOL DISTRICT  
AND  
WSI LAND HOLDINGS, LLC**

**(Community Facilities District No. 2020-2 (Countryview) of the Romoland School District)**

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THIS JOINT COMMUNITY FACILITIES AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and among the Romoland School District (“Romoland”), PERRIS UNION HIGH SCHOOL DISTRICT, a California public high school district organized and operating pursuant to the applicable provisions of the California Education Code and the California Constitution (“Perris”) and WSI LAND HOLDINGS, LLC, a Delaware limited liability company (“Property Owner”).

**RECITALS:**

A. Property Owner is the owner of certain real property (the “Property”) located within the boundaries of both Romoland and Perris, planned for approximately 545 single family residential units on approximately 70.76 net taxable acres within Parcel Map Nos. 37533 and 29322 (the “Project”), all of which of those lots (“91-1 Lots”) are located within the boundaries of Community Facilities District No. 91-1 of the Romoland School District (“CFD No. 91-1”), and as more fully described in Exhibit “A” attached hereto.

B. Property Owner and Romoland have entered into that certain Impact Mitigation Agreement, dated as of \_\_\_\_\_ 1, 2020 (the “2020-2 Mitigation Agreement”), providing for among other things, the formation of Community Facilities District No. 2020-2 (Countryview) of the Romoland School District (“Romoland CFD No. 2020-2”) and Improvement Area No. 1 (“Improvement Area No. 1”) and Improvement Area No. 2 (“Improvement Area No. 2,” and, together with Improvement Area No. 1, the “Improvement Areas”) therein.

C. Pursuant to that certain Joint Community Facilities Agreement by and between Perris and Romoland, dated September 22, 1992 (the “CFD 91-1 Agreement”), and pursuant to the Rate and Method of Apportionment with respect to CFD No. 91-1 (the “91-1 RMA”), in the event of prepayment of CFD 91-1 Special Taxes, Perris is entitled to 28% of the proceeds of such CFD 91-1 Special Tax prepayment (a “CFD 91-1 Special Tax Prepayment”).

D. Pursuant to the terms of the 2020-2 Mitigation Agreement, Property Owner and Romoland are in the process of forming Romoland CFD No. 2020-2 and the Improvement Areas therein overlapping the boundaries of the 91-1 Lots. In lieu of statutory school fees owed to Perris in connection with the development of the 91-1 Lots, Perris shall either receive a CFD 91-1 Special Tax Prepayment by Property Owner in accordance with the 91-1 RMA, or proceeds of bonds (“Bonds”) to be issued by Romoland CFD No. 2020-2 on behalf of the Improvement Areas (“Bond Proceeds”) in an amount equal to CFD 91-1 Special Tax Prepayment. Property Owner may be reimbursed from Bond

Proceeds for CFD 91-1 Special Tax Prepayments made by Property Owner to Perris prior to the issuance of Bonds.

E. Proceeds of the Bonds will be used to finance certain facilities of Romoland (the “Romoland Facilities”), certain facilities of Perris (the “Perris Facilities”), and certain facilities of Eastern Municipal Water District (the “EMWD Facilities,” and, together with the Romoland Facilities and the Perris Facilities, the “Facilities”). Romoland will have responsibility for the formation and administration of Romoland CFD No. 2020-2 and the Improvement Areas therein.

F. Romoland is authorized by Section 53313.5 of the Act to finance, by means of the Romoland CFD No. 2020-2, the Perris Facilities. This Agreement constitutes a “joint community facilities agreement” (“JCFA”) within the meaning of Section 53316.2 of the Act by and among Romoland, Perris and Property Owner, pursuant to which Romoland CFD No. 2020-2 will be authorized to finance the Perris Facilities. Pursuant to Section 53316.2(b) of the Act, a JCFA may be approved by two or more public agencies prior to the adoption of a resolution authorizing the issuance of bonds. As provided by Section 53316.6 of the Act, responsibility for constructing, maintaining and operating the Romoland Facilities is Romoland’s to the extent set forth herein and responsibility for constructing, providing and operating the Perris Facilities is delegated to Perris.

G. The provision of the Facilities is necessitated by the Project, and the Parties hereto find and determine that the residents of Romoland, Perris, EMWD and Romoland CFD No. 2020-2 and the Improvement Areas therein will be benefited by the financing of the 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 by this reference.

### **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 Agreement.

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

(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 or its Improvement Areas, as authorized by the qualified electors within the CFD.

(f) “Certificates of Compliance” means those certificates issued by Perris pursuant to Education Code Section 17620(b) to Property Owner certifying that Property Owner has paid the CFD No. 91-1 Prepayment in order to obtain a building permit.

(g) “CFD” means Community Facilities District No. 2020-2 (Countryview) of the Romoland School District.

(h) “CFD 91-1 Special Tax Prepayments” shall have the meaning set forth in the recitals hereto.

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

(j) “Improvement Area” or “Improvement Areas” means an Improvement Area or both Improvement Areas of the CFD, respectively.

(k) “Improvement Area No. 1” means Improvement Area No. 1 of the CFD.

(l) “Improvement Area No. 2” means Improvement Area No. 2 of the CFD.

(m) “91-1 Lots” shall have the meaning set forth in the recitals hereto.

(n) “Party” or “Parties” shall mean any one or all of the parties to this Agreement and the CFD.

(o) “Rate and Method” means the individual Rate and Method of Apportionment of the Special Tax authorizing the levy and collection of special taxes for the applicable Improvement Area pursuant to proceedings undertaken for the formation of the CFD pursuant to the Act.

(p) “Romoland CFD No. 2020-2” means Community Facilities District No. 2020-2 (Countryview) of the Romoland School District.

(q) “PUHSD Facilities” means those high school sites, high school facilities, including classrooms, on-site office space at a school, central support and administrative facilities, interim housing, furniture, equipment, technology, busses, and transportation facilities needed by Perris in order to serve the student population to be generated as a result of development of the property within Romoland CFD No. 2020-2, and also includes costs associated with the maintenance and operation of school facilities in accordance with the Act.

(r) “PUHSD 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 PUHSD Facilities.

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

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

(u) “Special Taxes” means the special taxes authorized to be levied and collected pursuant to the Rate and Method for the applicable Improvement Area.

(v) “2020-2 Mitigation Agreement” shall have the meaning set forth in the recitals hereto.

## **ARTICLE II**

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

#### **Section 2.1 Formation of the CFD.**

Romoland, pursuant to the written request of the Property Owner, initiated proceedings pursuant to the Act for the formation of the CFD, the authorization of the Special Taxes within the CFD and the authorization of Bonds on behalf of the CFD, with the qualified electors approving the levy of the Special Taxes and the sale of the Bonds.

#### **Section 2.2 CFD No. 91-1 Prepayment Pre/Post Bond Issuance.**

Prior to Bond issuance for an Improvement Area, Property Owner may obtain Certificates of Compliance for 91-1 Lots within such Improvement Area by prepaying the CFD 91-1 Special Tax Prepayments with Perris for such 91-1 Lots within such Improvement Area. Following Bond issuance, in accordance with Section 5.3 of the 2020-2 Mitigation Agreement, and in accordance with Section 2.4 of this Agreement, Property Owner shall receive a credit for CFD 91-1 Special Tax Prepayments within the applicable Improvement Area equal to the amount deposited in the PUHSD Facilities Account for such Improvement Area in accordance with Section 7.2(vii) of the 2020-2 Mitigation Agreement, with written notice of such deposit provided to Perris, which Perris may then requisition such amounts on deposit in the PUHSD Facilities Account for the applicable Improvement Area for PUHSD Facilities. Following Bond issuance for an Improvement Area, Property Owner may obtain additional Certificates of Compliance for 91-1 Lots within such Improvement Area that are in addition to the 91-1 Lots receiving a credit for CFD 91-1 Special Tax Prepayments in accordance with Section 2.4 of this Agreement by prepaying the CFD 91-1 Special Tax Prepayments with Perris for such 91-1 Lots.

#### **Section 2.3 Issuance and Sale of Bonds.**

The Board of Trustees of Romoland, 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 Bonds on behalf of each Improvement Area. Prior to the Board of Trustees of Romoland adopting a Bond Resolution on behalf of an Improvement Area, Property Owner shall notify Perris of: i) the estimated issuance date for the Bonds and ii) the estimated amount of proceeds to be deposited in the PUHSD Facilities Account for the applicable Improvement Area.

#### **Section 2.4 Bond Proceeds.**

In the event that the CFD and the Improvement Areas therein are formed and Bonds are issued on behalf of an Improvement Area, Romoland, or the CFD (as may be applicable), and Property Owner shall determine the amount of Bond Proceeds to be deposited into the PUHSD Facilities Account for the applicable Improvement Area. Property Owner shall be reimbursed by Perris for CFD 91-1 Special Tax Prepayments made to Perris prior to Bond issuance for 91-1 Lots in the applicable Improvement

Area, up to the amount deposited into the PUHSD Facilities Account for the applicable Improvement Area and made available to Perris to finance PUHSD Facilities. To the extent amounts deposited into the PUHSD Facilities Account for the applicable Improvement Area exceed CFD 91-1 Special Tax Prepayments made by Property Owner to Perris prior to Bond issuance for 91-1 Lots in the applicable Improvement Area, Property Owner shall receive a credit for CFD 91-1 Special Tax Prepayments equal to the amount deposited into the PUHSD Facilities Account for the applicable Improvement Area that exceeds CFD 91-1 Special Tax Prepayments made by Property Owner to Perris prior to Bond issuance for 91-1 Lots in the applicable Improvement Area. The purpose of this Agreement is to provide a mechanism by which the CFD may levy Special Taxes within the Improvement Areas and issue Bonds on behalf of the Improvement Areas to provide a source of funds to finance PUHSD Facilities in lieu of CFD No. 91-1 Prepayments, or upon receipt of a credit for such CFD No. 91-1 Prepayments, such CFD No. 91-1 Prepayments agreed upon in lieu of School Fees. In the event that Bond Proceeds, including investment earnings thereon, are not available or sufficient to satisfy the obligation to make the CFD No. 91-1 Prepayments with respect to 91-1 Lot(s), then Property Owner shall remain obligated to make such CFD No. 91-1 Prepayments with respect to such 91-1 Lot(s) in order to receive Certificates of Compliance for such CFD No. 91-1 Lot(s).

**Section 2.5 Disbursements for PUHSD Facilities.**

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

(b) Perris 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 PUHSD Facilities from its own funds subsequent to the date of this Agreement, or will disburse such amounts to pay the costs of PUHSD Facilities following receipt of funds from the CFD. In the event that Perris 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 Perris, from the date of receipt of such Bond Proceeds by Perris to the date of expenditure by Perris for capital costs of the PUHSD Facilities. Perris 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 2.6 Responsibility for CFD No. 91-1 Prepayments.**

(a) The Parties hereto acknowledge and agree that the final responsibility for the payment of the CFD No. 91-1 Prepayments lies with Property Owner. Property Owner acknowledges that CFD No. 91-1 Prepayments are subject to escalation until the date of such CFD No. 91-1 Prepayment for each such 91-1 Lot.

(b) If the amounts derived from Bond Proceeds for PUHSD Facilities deposited in a PUHSD Facilities Account, including investment earnings thereon, if any, are not sufficient to fund the total cost of CFD No. 91-1 Prepayments for the applicable Improvement Area required, 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, Perris, or Romoland.

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

(d) Perris shall indemnify, defend, and hold harmless, Romoland, CFD and Property Owner, their respective officers, employees and agents, and each and every one of them from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of or resulting from the violation by Perris of any of the terms of this Agreement of the design, engineering, and construction of the PUHSD Facilities and any other facilities constructed with the proceeds of CFD No. 91-1 Prepayments and/or Bond proceeds.

**Section 2.7 Mitigation of School Fee Obligations of Project.**

Property Owner and Perris agree that payment of the CFD No. 91-1 Prepayments to Perris with respect to any 91-1 Lot within the Improvement Areas, whether with CFD Bond proceeds or otherwise, shall constitute full mitigation of the obligations due Perris in connection with the issuance of a Certificate of Compliance with respect to such 91-1 Lot.

Perris shall have no obligation, responsibility, or authority with respect to the issuance and sale of the Bonds, the Bond Proceeds available to finance the construction of PUHSD 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. Romoland shall have the sole authority and responsibility for all such matters.

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

**Section 2.8 Waiver of State and Local Funding Credits and Right to Protest.**

In consideration of Perris's agreement with respect to the Project to accept the CFD No. 91-1 Prepayments as full mitigation of the impact of the students generated by the Project upon the PUHSD Facilities, and provided Perris does not breach such agreement, Property Owner agrees to waive all past, present and future credit against, or fair share reduction in, CFD No. 91-1 Prepayments based upon State matching funding provided to Perris or the proceeds from a District-wide special tax or general obligation bond authorization, or School Facilities Improvement District ("SFID") bond authorization for school facilities. In addition, Property Owner knowingly waives its right of protest as may be afforded by Government Code Section 66020 or any other provision of law, so long as Perris is not in breach of this Agreement.

**Section 2.9 Administration of the CFD.**

Romoland shall have the power and duty to provide for the administration of the CFD and the Improvement Areas therein, subject to the terms hereof and the Bond Resolution(s), including

employing and compensating all consultants and providing for the various other administration duties set forth in this Agreement. It is understood and agreed by Parties hereto that Perris was not or will not be considered a participant in the proceedings relative to formation of the CFD and the Improvement Areas therein or the issuance of the Bonds, other than as a Party to this Agreement.

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

#### **Section 3.1 Effective Date.**

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

#### **Section 3.2 Termination.**

If the CFD is unable to complete the sale of a series of Bonds prior to January 1, 2026, unless each of the Parties agree to an extension of such date, any obligation of the Parties, if any, to finance all or any portion of the CFD No. 91-1 Special Tax Prepayments with CFD bond proceeds pursuant to this Agreement shall automatically terminate and be of no further force or effect.

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

#### **Section 4.1 Recordkeeping; Inspection of Records.**

Perris hereby agrees to keep and maintain full and accurate records of all amounts, if any, paid to Perris for CFD No. 91-1 Special Tax Prepayments and investment earnings thereon and Romoland or the CFD, or the Fiscal Agent on their behalf, hereby agrees to keep and maintain full and accurate records of all amounts, and investment earnings, if any, disbursed to Perris from each PUHSD 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. Perris and Property Owner agree that they will cooperate with the CFD and Romoland in providing documentation, reports or other data reasonably required and requested by Romoland 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”). Perris’s reporting obligations pursuant to this Section shall be limited to providing reports or other data detailing the following: (A) the amount of CFD funds received by Perris to fund PUHSD Facilities, (B) the amount of such CFD funds deposited in separate funds or accounts of Perris reflecting CFD No. 91-1 Special Tax Prepayments and the number of dwelling units for which such CFD No. 91-1 Special Tax Prepayments apply, and (C) PUHSD Facilities that have been acquired or constructed, in whole or in part, with CFD funds. Perris’s reporting obligation shall terminate when all CFD funds have been disbursed from each PUHSD Facilities Account, or from any account or subaccount thereof that has been allocated Bond Proceeds to finance CFD No. 91-1 Special Tax Prepayments, and Perris has provided to Romoland a report for the last disbursement received by Perris. If no CFD funds have



been received by Perris or used to finance PUHSD Facilities since the previous report, no report shall be required and Romoland 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. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

**Section 4.4 Notice.**

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

If to Property Owner:	WSI Land Holdings, LLC c/o Richland Communities 3161 Michelson Drive, Suite 425 Irvine, California 92612 Attention: Brian Hardy, VP Land Entitlement
with a copy to:	O'Neil LLP 19900 MacArthur Blvd., Suite 1050 Irvine, California 92612 Attention: John P. Yeager
If to Romoland:	Romoland School District 25900 Leon Road Homeland, California 92548 Attention: Superintendent
with a copy to:	Stradling Yocca Carlson & Rauth, a Professional Corporation 660 Newport Center Drive, Suite 1600 Newport Beach, California 92660 Attention: Bradley R. Neal

If to Perris:

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

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

**Section 4.5 Captions.**

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

**Section 4.6 Governing Law.**

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

**Section 4.7 Entire Agreement.**

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

**Section 4.8 Amendments.**

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

**Section 4.9 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 a waiver of such terms, covenants or conditions of this Agreement by such other Party, nor shall any waiver constitute a relinquishment of any other right or power for all or any other times.

**Section 4.10 Cooperation and Execution of Documents.**

The Parties hereto agree to complete and execute any further or additional documents which may be necessary to complete or further the terms of this Agreement.

**Section 4.11 Attorneys' Fees.**

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

**Section 4.12 Exhibits.**

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

<u>Exhibit</u>	<u>Description</u>
“A”	Property Description
“B”	Disbursement Request Form

**Section 4.13 Signatories.**

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

**Section 4.14 Execution in Counterparts.**

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

*[Signatures on following page]*

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

PERRIS UNION HIGH SCHOOL DISTRICT

By \_\_\_\_\_  
Deputy Superintendent

ATTEST:

By \_\_\_\_\_  
Clerk of the Board of Trustees of  
the Perris Union High School District

Property Owner:

WSI LAND HOLDINGS, LLC, a Delaware limited liability company

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

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

ROMOLAND SCHOOL DISTRICT

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

ATTEST:

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

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

**IMPROVEMENT AREA NO. 1**

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

457-320-007  
457-320-010  
457-320-023  
457-320-026  
457-320-029  
457-320-030  
457-320-032  
457-320-035

**IMPROVEMENT AREA NO. 2**

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

457-330-007  
457-330-008  
457-330-009  
457-330-010  
457-330-020  
457-330-021  
457-330-025  
457-330-026

All lots within Improvement Area No. 1 and Improvement Area No. 2 are within the boundaries of CFD No. 91-1.

**EXHIBIT "B"**

**DISBURSEMENT REQUEST FORM**

1. Community Facilities District No. 2020-2 (Countryview) of the Romoland School District ("CFD No. 2020-2"), on behalf of Improvement Area No. \_\_, is hereby requested to pay from the PUHSD Facilities Account, or any applicable account or subaccount thereof, established by CFD No. 2020-2 in connection with its Special Tax Bonds (the "Bonds") to Perris Union High School District ("PUHSD"), as payee, the sum set forth below:

\$\_\_\_\_\_ (the "Requested Amount")

2. The Requested Amount is due and payable, has not formed the basis of any prior request or disbursement and is being made with respect to the obligation of the Property to pay CFD No. 91-1 Special Tax Prepayments to PUHSD.

3. The Requested Amount is authorized and payable pursuant to the terms of that certain Joint Community Facilities Agreement, dated as of \_\_\_\_\_, 2020, by and among Perris Union High School District, WSI Land Holdings, LLC, a Delaware limited liability company, and Romoland School District (the "JCFA"). By requisitioning Bond proceeds as described above, PUHSD 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: \_\_\_\_\_

WSI LAND HOLDINGS, LLC,  
a Delaware limited liability company

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

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

PERRIS UNION HIGH SCHOOL DISTRICT

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

\_\_\_\_\_