

## JOINT COMMUNITY FACILITIES AGREEMENT – CITY

### TEMECULA PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 25-01 (ELDERBERRY PARK)

This Joint Community Facilities Agreement – City (the “Agreement”), dated for convenience as of October 14, 2025, is by and among the Temecula Public Financing Authority (the “Authority”) and the City of Temecula, California (the “Participating Agency”).

#### ***RECITALS:***

WHEREAS, the Authority is undertaking proceedings to form the Temecula Public Financing Authority Community Facilities District No. 25-01 (Elderberry Park) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), and the Authority intends to issue bonds of the Authority for the CFD (the “Bonds”) in order to finance various public improvements to be acquired and constructed in the City of Temecula; and

WHEREAS, the improvements to be financed with the proceeds of the Bonds may include the improvements described in Attachment A hereto (the “Improvements”), which Attachment is, by this reference, incorporated herein; and

WHEREAS, the CFD will also be authorized to finance certain municipal services described in Attachment A hereto (the “Services”), and the Participating Agency is willing to provide the Services to the extent it is reimbursed for the costs thereof by the CFD; and

WHEREAS, the Improvements designated as the City Designated Facilities on Attachment A (the “City Designated Facilities”) will be determined, constructed, and owned and operated by the Participating Agency, costs of which will be funded with Bond proceeds; and

WHEREAS, Section 53316.2 of the Act requires that the Authority enter into a joint community facilities agreement with the Participating Agency, prior to the adoption by the Authority of a resolution authorizing the issuance of the Bonds with respect to (a) the Improvements which are to be financed with the proceeds of the Bonds, and, upon completion, are to be owned and operated by the Participating Agency, and (b) the Services to be provided by the Participating Agency; and

WHEREAS the Authority and the Participating Agency now desire to enter into this Agreement to satisfy the requirements of Section 53316.2 of the Act and to memorialize their understanding with respect to the proceeds of the Bonds, the Improvements, the Services and the Acquisition Agreement, all as more particularly set forth below.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants set forth below, the parties hereto do hereby agree as follows:

**Section 1.      Reservation of Bond Funds.** If and when it issues the Bonds, the Authority intends to deposit a portion of the proceeds of the Bonds to a City Account (the “City Account”) of the Improvement Fund to finance costs of the City Designated Facilities. Amounts in the Improvement Fund, including in the accounts therein, together with any investment earnings thereon, shall be held

in the Improvement Fund for the sole and exclusive benefit of the CFD, and such amount shall in no way be pledged as security for the Bonds.

Other than the funds described in the preceding paragraph, the Authority shall have no obligation to pay for any of the costs of the Improvements, including but not limited to any costs of planning, acquisition, construction, installation or inspection of the Improvements. Any costs of the City Designated Facilities in excess of the proceeds of the Bonds in the City Account and any earnings thereon while in the City Account available to pay such costs will be paid by the Participating Agency.

The Participating Agency shall provide a credit against its development impact fees and drainage contribution fees (together, the “City Development Fees”) otherwise payable with respect to the construction of residential dwelling units in the territory of the CFD, on a dollar for dollar basis, equal to amounts disbursed to the Participating Agency from the City Account.

In the event that the Developer pays to the Participating Agency any of the City Development Fees prior to the issuance of any Bonds, the Participating Agency shall, following the issuance of the Bonds, rebate to the Developer an amount equal to the lesser of (a) the aggregate of any City Development Fees so paid, or (b) the amount deposited from the Bond proceeds to the City Account. Any such payment to the Developer shall be made upon the written request of the Developer setting forth the amounts to be rebated, and shall be made solely from (i) to the extent not yet expended by the City, the City Development Fees so paid by the Developer, (ii) proceeds of annual special taxes levied on property in the CFD after providing for Bond debt service and CFD administrative expenses, or (iii) the proceeds of the Bonds to the extent approved by bond counsel to the Authority, in any event without interest.

## **Section 2. Construction of Improvements.**

(a) The Participating Agency (i) shall determine the specific City Designated Facilities to be funded in whole or in part with funds in the City Account, each of which shall have a useful life of five years or longer, shall be owned by the Participating Agency or a governmental entity (other than the federal government) in which no nongovernmental entity (or the federal government) has any special legal entitlements; (ii) shall proceed with due diligence to complete the improvements and to pay costs thereof from amounts in the City Account within three years of the date of issuance of the Bonds; and (iii) reasonably expects to draw and expend all amounts in the City Account within three years of the date of issuance of the Bonds. The Participating Agency shall be responsible for the construction of the City Designated Facilities, cost of which shall be paid from amounts in the City Account or from other lawfully available funds of the Participating Agency.

## **Section 3. Inspection and Acceptance; Ownership.**

(a) The Participating Agency shall own all of the City Designated Facilities during their construction and upon their completion. The Authority shall have no obligation to at any time own or operate any of the City Designated Facilities.

(b) The Participating Agency shall not sell or lease all or any portion of the Improvements, or grant any special legal entitlements to any of the Improvements, that would cause the Authority to be in breach of its covenants related to the tax-exempt status of the interest on the Bonds.

**Section 4. Provision of Services.** The Participating Agency hereby agrees to provide, or cause to be provided, the Services authorized to be financed by the CFD and otherwise identified in Attachment A hereto, but only to the extent and so long as proceeds of special taxes levied in the CFD are made available to the Participating Agency for such purpose.

**Section 5. Assistance with Acquisition Agreement.** The Participating Agency hereby agrees to assist the Authority in connection with the implementation of the Acquisition Agreement by making its Director of Public Works and other officials available for the purposes, on the terms and as otherwise provided for in the Acquisition Agreement with respect to any actions to be performed by Participating Agency officials under the Acquisition Agreement.

**Section 6. Limited Obligations.** All obligations of the Authority under and pursuant to this Agreement shall be limited (a) with respect to the Improvements, to the amounts on deposit in the Acquisition Account and the City Account of the Improvement Fund and described in Section 1 above, and (b) with respect to the Services, to the proceeds of special taxes levied in the CFD for such purpose and otherwise collected from the property owners in the CFD. No Board Member, officer or employee of the Authority shall in any event be personally liable hereunder.

The sole obligation of the Participating Agency with respect to the City Designated Improvements shall be as set forth in Sections 2(b) and 3(b) and 3(c) above.

The sole obligation of the Participating Agency hereunder with respect to the Services shall be to provide all or such portion of the Services as the Participating Agency shall determine can be provided for in respect of any special tax revenue from the CFD made available to the Participating Agency for such purpose.

If the Participating Agency shall fail to perform any of its obligations hereunder, the sole remedy of the Authority shall be the commencement of an action in the Superior Court for specific performance by the Participating Agency of such obligations.

**Section 7. Termination.** Notwithstanding any other provision of this Agreement, this Agreement shall cease to be effective and shall terminate if the Bonds are not issued by December 31, 2035. If not earlier terminated pursuant to the preceding sentence, this Agreement shall terminate: (a) as to the Improvements, upon disbursement of all amounts from the Improvement Fund to pay costs of the Improvements, and (b) as to the Services, when the special taxes are no longer levied on the property owners in the CFD.

**Section 8. No Obligation to Form CFD; Agreement of Benefit to Residents.** The provisions of this Agreement shall in no way obligate the Authority to form the CFD or to issue the Bonds. Notwithstanding the foregoing, by their respective execution of this Agreement, the Authority and the Participating Agency each declare that this Agreement is beneficial to the residents within the jurisdiction of their respective entities in assuring the provision of financing for a portion of the costs of the Improvements and the Services in furtherance of the purposes of the Act.

**Section 9. 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 10. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**Section 11. Beneficiaries.** This Agreement is for the benefit of the Authority and the Participating Agency and their successors and assigns, and no other person or entity shall be deemed to be a beneficiary hereof or have an interest herein; provided, however, that notwithstanding the foregoing Woodside 05S, LP is a third party beneficiary of the third and fourth paragraphs of Section 1 above and shall have the right to enforce such provision against the Authority and Participating Agency, but solely by an action for specific performance.

**Section 12. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written alongside their signature below.

CITY OF TEMECULA  
(the “Participating Agency”)

By: \_\_\_\_\_  
Aaron Adams,  
City Manager

TEMECULA PUBLIC FINANCING  
AUTHORITY (the “Authority”)

By: \_\_\_\_\_  
Aaron Adams,  
Executive Director

AGREED AND ACCEPTED BY:

WOODSIDE 05S, LP, a California Limited  
Partnership,

By: \_\_\_\_\_  
Aaron Talarico,  
Vice President-Land Acquisition  
and Forward Planning

[Signature page to CFD 25-01 – Joint Community Facilities Agreement - City]

## ATTACHMENT A

### **DESCRIPTION OF FACILITIES AND MUNICIPAL SERVICES TO BE FUNDED BY THE CFD**

#### DESCRIPTION OF THE IMPROVEMENTS

##### City Designated Facilities

- Capital improvements included in the City of Temecula's adopted Capital Improvement Program for Fiscal Years 2026-2030.

#### DESCRIPTION OF THE SERVICES

- Public safety services, including police and fire protection.
- Maintenance of parks, and landscaping in public areas, public easements and public right of way in or near the area of the CFD, such maintenance to include but not be limited to maintenance of planting areas, trees, bioretention filters, multipurpose trails, and the furnishing of water for irrigation.
- Maintenance of public signage in or near the CFD.
- Maintenance of storm drainage systems within or serving the area of the CFD, and including storm drain pipes, culverts, detention/desilting basins, manholes, catch basins and drop inlets, cleanout of storm drains and catch basin cleaning and inspection.
- Maintenance of sidewalks, streets and roadways within or in the vicinity of the area of the CFD, and including slurry, overlay, curbs and gutters, curb ramps, striping and street sweeping.
- Maintenance of street lighting located within or in the vicinity of the CFD, and including decorative lighting and pull box assemblies.
- Maintenance of traffic signals, and traffic interconnection and video surveillance systems, within and in the vicinity of the CFD, and including electrical, LED replacement, maintenance and replacement.
- Graffiti removal from public improvements within and in the area of the CFD.