
JOINT COMMUNITY FACILITIES AGREEMENT

among

COUNTY OF LOS ANGELES

and

**THE NEWHALL RANCH HIGH COUNTRY RECREATION
AND CONSERVATION AUTHORITY**

and

**THE NEWHALL LAND AND FARMING COMPANY (A CALIFORNIA LIMITED
PARTNERSHIP),**

**a California limited partnership,
relating to**

**COUNTY OF LOS ANGELES
COMMUNITY FACILITIES DISTRICT NO. 2021-02
(VALENCIA-SERVICES)**

JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (the "Agreement") is entered into and effective as of the 1st day of March, 2021, by and among the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the "County"), THE NEWHALL RANCH HIGH COUNTRY RECREATION AND CONSERVATION AUTHORITY, a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California (the "Authority"), and THE NEWHALL LAND AND FARMING COMPANY (A CALIFORNIA LIMITED PARTNERSHIP), a California limited partnership (the "Company"), and relates to COUNTY OF LOS ANGELES COMMUNITY FACILITIES DISTRICT NO. 2021-02 (VALENCIA-SERVICES) (the "District") for the purpose of financing certain public services authorized by Sections 53313 of the Government Code of the State of California, including, but not limited to the public services more particularly described on Exhibit A hereto (the "Maintenance Services") to be performed by, or on behalf of, the Authority.

RECITALS:

A. The Company is the master developer of the land described in Exhibit B hereto (the "Property") which is located in the unincorporated area of the County of Los Angeles.

B. The Company as the master developer of the Property intends to obtain, or has obtained, the necessary development approvals to construct up to 25,000 residential units and approximately 11.5 million square feet of commercial/industrial/retail development on the Property and to provide the required public services to meet the demands for such units and development. The required public services include the Maintenance Services.

C. The County will have primary responsibility for the formation and administration of the District.

D. The Company has requested the Board of Supervisors of the County (the "Board") to form and establish the District and designate future areas to annex into the District (the "Future Annexation Area") on the Property pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part I of Division 2 of Title 5 of the California Government Code (the "Act").

E. This Agreement applies to the District as it exists when formed and as it expands with the annexation of property in the Future Annexation Area.

F. The provision of the Maintenance Services is necessitated by the development of the Property and the parties hereto find and determine that the residents residing within the boundaries of the District (as it exists when formed and as it expands with the annexation of property in the Future Annexation Area) will be benefited by the provision of the Maintenance Services and that this Agreement is beneficial to the interests of such residents.

G. The parties hereto intend to have the District assist in financing the Maintenance Services required by Specific Plan Section 4.6-42 by disbursing to the Authority a portion of the special taxes for services levied and collected within the District as provided for in the formation

proceedings of the District in the amount of \$24 for each single family detached dwelling unit and \$15 for each single-family attached dwelling unit, with no special tax on non-residential or affordable housing units (the “Maintenance Services Amount”).

H. The District, when formed, is authorized by California Government Code Section 53313.5 to assist in the financing of the cost of providing the Maintenance Services by levying for the Maintenance Services Amount. This Agreement constitutes a joint community facilities agreement, within the meaning of California Government Code Section 53316.2, by and among the County, the Authority and the Company, pursuant to which the District (as it exists when initially formed and as it expands with the annexation of property in the Future Annexation Area), will be authorized to levy special taxes in the Maintenance Services Amount to finance the costs of providing the Maintenance Services. As authorized by California Government Code Section 53316.6, responsibility for providing the Maintenance Services is delegated to the Authority to the extent set forth herein.

I. The parties hereto intend to have the District levy special taxes in the District for the Maintenance Services Amount so as to assist in financing the costs of providing the Maintenance Services by transferring to the Authority (or directly to others at the Authority’s request) a portion of the special taxes for services levied and collected within the District, in accordance with the terms of this Agreement and pursuant to the Act, equal to the Maintenance Services Amount actually collected by the District.

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. Proposed Formation of the District.

At the request of the Company, the County will undertake to analyze the appropriateness of forming the District to finance the costs of providing the Maintenance Services and other public services. The County will retain, at the Company’s expense, the necessary consultants to analyze the proposed formation of the District, including an engineer, special tax consultant, counsel, appraiser and other consultants deemed necessary by the County.

3. Provision of Maintenance Services.

The Authority shall provide the Maintenance Services in accordance with applicable law.

4. Levy and Allocation of Special Taxes.

The Board, as the legislative body of the District, shall annually levy a special tax for services in the amount of the Maintenance Services Amount as provided for in the formation proceedings of the District.

Within 30 business days of the County's receipt of the special taxes for services from the County Auditor, the County shall disburse the full amount of such Maintenance Services Amount collected by the District, less an amount equal to the administrative costs incurred with respect to the levy and collection of the special taxes for services, to the Authority.

In no event will an act, or an omission or failure to act, by the County or the District with respect to the disbursement or non-disbursement of the Maintenance Services Amount subject the District or the County to pecuniary liability hereunder.

5. Amendment.

This Agreement may be amended at any time but only in writing signed by each party hereto.

6. 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.

7. Notices.

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 when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

County: Los Angeles County Department of Public Works
[900 S. Fremont Ave.
Alhambra, CA 91803]
Attention: [TITLE OF APPROPRIATE OFFICER]

With a copy to: County of Los Angeles
[Kenneth Hahn Hall of Administration
500 West Temple Street, Room ____
Los Angeles, CA 90012]
Attention: [TITLE OF APPROPRIATE OFFICER]

the Authority: The Newhall Ranch High Country Maintenance Services
and Conservation Authority
[ADDRESS]
Attention: [TITLE OF APPROPRIATE OFFICER]

Company: The Newhall Land and Farming Company (A California Limited Partnership)
c/o Five Points Holdings, LLC,
15131 Alton Parkway, 4th Floor,
Irvine, California 92618
Attention: Lynn Jochim
Richard Leigh

With a copy to:

The Newhall Land and Farming Company (A California Limited Partnership)
c/o Five Point Holdings, LLC,
15131 Alton Parkway, 4th Floor,
Irvine, California 92618,
Attention: Legal Notices

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

8. Exhibits.

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

9. 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.

10. Governing Law and Venue.

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

11. Waiver.

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

12. No Third Party Beneficiaries.

No person or entity other than the District, 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 Authority, the County, the District and the Company (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

13. 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.

14. 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.

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

COUNTY OF LOS ANGELES

By: _____
Chair of the Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel
Los Angeles County California

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF THE
BOARD PER G.C. SEC 25103

By: _____
Deputy

By: _____
Clerk of the Board of Supervisors
County of Los Angeles, California

THE NEWHALL RANCH HIGH COUNTRY
RECREATION AND CONSERVATION
AUTHORITY

By: _____
Its: _____

ATTEST:

By: _____

THE NEWHALL LAND AND FARMING
COMPANY (A CALIFORNIA LIMITED
PARTNERSHIP),
a California limited partnership

By: NWHL GP LLC,
a Delaware limited liability company,
its General Partner

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF MAINTENANCE SERVICES

The Authority will acquire, develop, improve, manage, and conserve park and open space lands dedicated for public purposes of passive and active recreation, wildlife habitat protection, and conservation projects for lands set aside for public open space purposes pursuant to the County of Los Angeles Board of Supervisors approval of the Newhall Ranch project and any other land dedication from Newhall Land or its successors and to implement the terms and conditions, as applicable, pursuant to the Joint Exercise of Powers Agreement Between the City of Santa Clarita, the Santa Monica Mountains Conservancy, and the County of Los Angeles.

EXHIBIT B

DESCRIPTION OF PROPERTY

The Property consists of the land shown on the attached map as both Zone 1 and the Future Annexation Area.

COUNTY OF LOS ANGELES
COMMUNITY FACILITIES DISTRICT NO. 2021-02
(VALENCIA - SERVICES)
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

Assessor Parcels within the Boundary of
County of Los Angeles Community Facilities District No. 2021-02 (Valencia - Services), County of Los Angeles:

2826-003-021	2826-175-001	2826-182-001	2826-186-017	2826-187-022	2826-188-036	2826-189-025	2826-190-016
2826-003-038	2826-175-002	2826-182-002	2826-186-018	2826-187-023	2826-188-037	2826-189-026	2826-190-017
2826-003-050	2826-175-003	2826-182-003	2826-186-019	2826-187-024	2826-188-038	2826-189-027	2826-190-018
2826-003-051	2826-175-004	2826-182-004	2826-186-020	2826-188-001	2826-188-039	2826-189-028	2826-190-019
2826-166-003	2826-175-005	2826-182-005	2826-186-021	2826-188-002	2826-188-040	2826-189-029	2826-190-020
2826-166-004	2826-175-006	2826-182-006	2826-186-022	2826-188-003	2826-188-041	2826-189-030	2826-190-021
2826-167-002	2826-175-007	2826-182-007	2826-186-023	2826-188-004	2826-188-042	2826-189-031	2826-190-022
2826-167-003	2826-175-008	2826-183-001	2826-186-024	2826-188-005	2826-188-043	2826-189-032	2826-190-023
2826-168-001	2826-176-001	2826-183-002	2826-186-025	2826-188-006	2826-188-044	2826-189-033	2826-190-024
2826-168-002	2826-176-002	2826-183-003	2826-186-026	2826-188-007	2826-188-045	2826-189-034	2826-190-025
2826-168-003	2826-176-003	2826-183-004	2826-186-027	2826-188-008	2826-188-046	2826-189-035	2826-190-026
2826-168-004	2826-176-004	2826-184-001	2826-186-028	2826-188-009	2826-188-047	2826-189-036	2826-190-027
2826-168-005	2826-177-001	2826-184-002	2826-186-029	2826-188-010	2826-188-048	2826-189-037	2826-190-028
2826-168-006	2826-177-002	2826-184-003	2826-186-030	2826-188-011	2826-188-049	2826-189-038	2826-190-029
2826-169-001	2826-177-003	2826-185-001	2826-186-031	2826-188-012	2826-189-001	2826-189-039	2826-190-030
2826-169-002	2826-177-004	2826-185-003	2826-186-032	2826-188-013	2826-189-002	2826-189-040	2826-190-031
2826-170-001	2826-177-005	2826-185-004	2826-186-033	2826-188-014	2826-189-003	2826-189-041	2826-190-032
2826-171-001	2826-177-006	2826-185-005	2826-187-001	2826-188-015	2826-189-004	2826-189-042	2826-190-033
2826-171-002	2826-177-007	2826-185-006	2826-187-002	2826-188-016	2826-189-005	2826-189-043	2826-190-034
2826-171-003	2826-177-008	2826-185-007	2826-187-003	2826-188-017	2826-189-006	2826-189-044	2826-190-035
2826-171-004	2826-178-001	2826-185-008	2826-187-004	2826-188-018	2826-189-007	2826-189-045	2826-190-036
2826-171-005	2826-178-002	2826-185-010	2826-187-005	2826-188-019	2826-189-008	2826-189-046	2826-190-037
2826-171-006	2826-178-003	2826-186-001	2826-187-006	2826-188-020	2826-189-009	2826-189-047	2826-190-038
2826-171-007	2826-178-004	2826-186-002	2826-187-007	2826-188-021	2826-189-010	2826-190-001	2826-191-001
2826-172-001	2826-179-001	2826-186-003	2826-187-008	2826-188-022	2826-189-011	2826-190-002	2826-191-002
2826-172-002	2826-179-002	2826-186-004	2826-187-009	2826-188-023	2826-189-012	2826-190-003	2826-191-003
2826-172-004	2826-179-003	2826-186-005	2826-187-010	2826-188-024	2826-189-013	2826-190-004	2826-191-004
2826-173-001	2826-179-004	2826-186-006	2826-187-011	2826-188-025	2826-189-014	2826-190-005	2826-191-005
2826-173-002	2826-179-005	2826-186-007	2826-187-012	2826-188-026	2826-189-015	2826-190-006	2826-191-006
2826-173-003	2826-180-001	2826-186-008	2826-187-013	2826-188-027	2826-189-016	2826-190-007	2826-192-001
2826-173-004	2826-180-002	2826-186-009	2826-187-014	2826-188-028	2826-189-017	2826-190-008	2826-192-002
2826-174-001	2826-180-003	2826-186-010	2826-187-015	2826-188-029	2826-189-018	2826-190-009	2826-192-003
2826-174-002	2826-180-004	2826-186-011	2826-187-016	2826-188-030	2826-189-019	2826-190-010	2826-192-004
2826-174-003	2826-180-005	2826-186-012	2826-187-017	2826-188-031	2826-189-020	2826-190-011	2826-192-005
2826-174-004	2826-180-006	2826-186-013	2826-187-018	2826-188-032	2826-189-021	2826-190-012	2826-192-006
2826-174-005	2826-180-007	2826-186-014	2826-187-019	2826-188-033	2826-189-022	2826-190-013	2826-192-007
2826-174-006	2826-180-008	2826-186-015	2826-187-020	2826-188-034	2826-189-023	2826-190-014	2826-192-008
2826-174-007	2826-181-001	2826-186-016	2826-187-021	2826-188-035	2826-189-024	2826-190-015	

Prepared by DTA

- (1) Filed in the office of the Executive Officer of the Board of Supervisors of Los Angeles County this ____ day of _____, 2021.

Celia Zavala,
Executive Officer of the Board of Supervisors
Los Angeles County, California

- (2) I hereby certify that the within map showing the proposed boundaries of County of Los Angeles Community Facilities District No. 2021-02 (Valencia - Services), County of Los Angeles, State of California, was approved by the Board of Supervisors at a regular meeting thereof, held on this ____ day of _____, 2021, by its Resolution No. _____.

Celia Zavala,
Executive Officer of the Board of Supervisors
Los Angeles County, California

- (3) Filed this ____ day of _____, 2021, at the hour of ____ o'clock ____ m, in Book _____ of Maps of Assessment and Community Facilities Districts at Page _____ and as Instrument No. _____ in the office of the County Recorder in the County of Los Angeles, State of California.

Dean C. Logan
Registrar-Recorder/County Clerk, County of Los Angeles
By _____
Deputy
Fee _____

Exempt recording requested,
per CA Government Code §27383

SHEET 2 OF 4

COUNTY OF LOS ANGELES
COMMUNITY FACILITIES DISTRICT NO. 2021-02
(VALENCIA - SERVICES)
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

Assessor Parcels within the Future Annexation Area of
County of Los Angeles Community Facilities District No. 2021-02 (Valencia - Services), County of Los Angeles:

2826-002-018	2826-006-008	2826-163-002	3271-003-041	3272-039-024
2826-002-019	2826-007-021	2826-163-008	3271-003-043	3272-040-008
2826-002-020	2826-008-028	2826-163-009	3271-030-084	3272-040-009
2826-002-021	2826-008-034	2826-163-010	3271-030-085	3272-040-017
2826-002-022	2826-008-039	2826-163-011	3271-030-086	3272-040-018
2826-002-023	2826-008-044	2826-163-013	3271-030-087	3272-040-019
2826-002-024	2826-009-050	2826-163-031	3271-030-088	3272-040-020
2826-002-025	2826-009-052	2826-172-003	3271-030-089	3272-040-021
2826-003-039	2826-009-053	2826-185-002	3271-030-090	3272-040-022
2826-003-044	2826-009-081	2866-001-001	3272-023-008	3272-040-023
2826-003-045	2826-009-086	2866-002-045	3272-024-003	
2826-003-046	2826-009-104	2866-002-052	3272-024-004	
2826-003-047	2826-009-105	2866-002-061	3272-038-001	
2826-003-048	2826-009-106	2866-002-063	3272-038-002	
2826-003-052	2826-070-019	2866-003-008	3272-038-006	
2826-004-019	2826-116-025	2866-003-009	3272-038-020	
2826-004-020	2826-122-001	2866-003-010	3272-038-021	
2826-004-028	2826-122-004	2866-003-011	3272-038-022	
2826-004-030	2826-122-005	3271-001-038	3272-038-023	
2826-004-033	2826-122-006	3271-002-017	3272-038-024	
2826-004-041	2826-122-007	3271-002-038	3272-038-025	
2826-004-042	2826-122-008	3271-003-031	3272-038-026	
2826-004-043	2826-122-009	3271-003-033	3272-038-027	
2826-004-044	2826-122-010	3271-003-034	3272-039-007	
2826-005-007	2826-122-011	3271-003-035	3272-039-008	
2826-005-008	2826-122-012	3271-003-036	3272-039-009	
2826-005-009	2826-123-001	3271-003-037	3272-039-018	
2826-005-010	2826-123-002	3271-003-038	3272-039-020	
2826-005-012	2826-123-003	3271-003-039	3272-039-021	
2826-005-013	2826-134-035	3271-003-040	3272-039-022	
	2826-163-001		3272-039-023	

Prepared by DTA


SHEET 3 OF 4

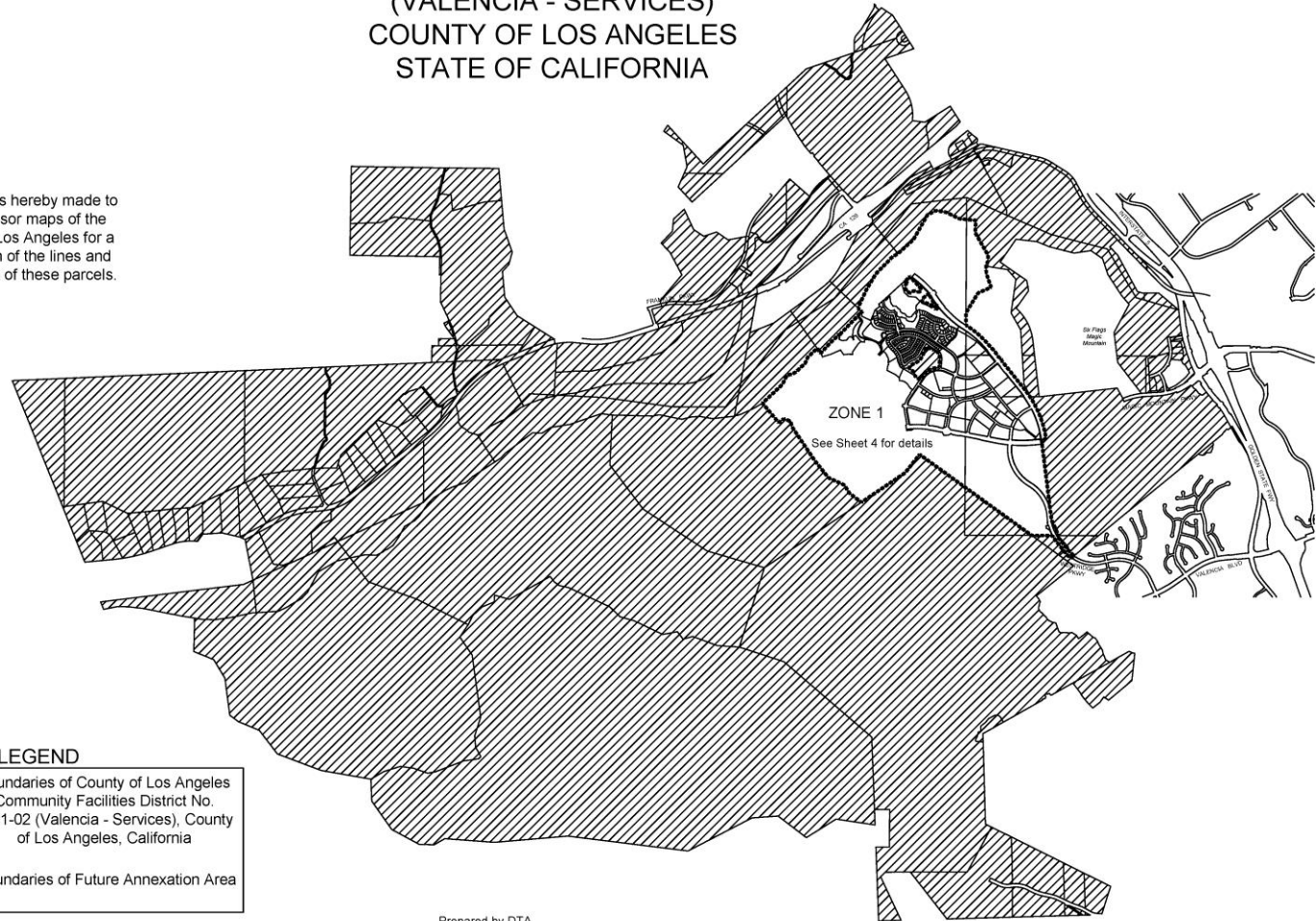
COUNTY OF LOS ANGELES
COMMUNITY FACILITIES DISTRICT NO. 2021-02
(VALENCIA - SERVICES)
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

Reference is hereby made to
the Assessor maps of the
County of Los Angeles for a
description of the lines and
dimensions of these parcels.



LEGEND

-
Boundaries of County of Los Angeles
Community Facilities District No.
2021-02 (Valencia - Services), County
of Los Angeles, California
-  Boundaries of Future Annexation Area



Prepared by DTA

SHEET 4 OF 4

COUNTY OF LOS ANGELES
COMMUNITY FACILITIES DISTRICT NO. 2021-02
(VALENCIA - SERVICES)
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

