

## **SECOND AMENDMENT TO MITIGATION AGREEMENT**

This Second Amendment to Mitigation Agreement ("Second Amendment") is entered into this 3<sup>rd</sup> day of May, 2016, by and among the Irvine Unified School District ("IUSD"), Community Facilities District No. 86-1 of the Irvine Unified School District ("CFD No. 86-1"), Irvine Unified School District Community Facilities District No. 04-1 (Northwood) ("CFD No. 04-1"), Irvine Unified School District Community Facilities District No. 04-2 (Woodbury) ("CFD No. 04-2"), Irvine Unified School District Community Facilities District No. 07-1 (Stonegate) ("CFD No. 07-1"), Irvine Unified School District Community Facilities District No. 08-1 (Stonegate Apartments) ("CFD No. 08-1"), and Irvine Unified School District Community Facilities District No. 09-1 ("CFD No. 09-1"), The Irvine Company LLC, a Delaware limited liability company ("TIC") and Irvine Community Development Company LLC, a Delaware limited liability company ("ICDC" and, together with TIC, "Developer").

### **RECITALS**

A. The parties to this Second Amendment previously entered into that certain Mitigation Agreement dated August 31, 2009 ("Original Mitigation Agreement") and a First Amendment to Mitigation Agreement dated as of July 21, 2011 (the "First Amendment"). (The Original Mitigation Agreement, as amended by the First Amendment shall be referred to herein as the "Mitigation Agreement"). Pursuant to the Mitigation Agreement, IUSD has established CFD No. 09-1 in order to fully mitigate the IUSD school facilities impacts of the development of the "Project" (as defined in the Mitigation Agreement).

B. As of the date of this Second Amendment, the following Additional School Facilities described in the Mitigation Agreement have been fully funded and/or completed:

(i) the PA 40 ES (Cypress Village ES) has been constructed and opened but new portable or modular classrooms necessary to house up to 100 additional students remain to be acquired;

(ii) the Portola Springs ES No. 1 has been constructed and opened but new portable or modular classrooms necessary to house up to 250 additional students remain to be acquired;

(iii) the acquisition of the PA 5B ES (Eastwood ES) school site has been completed; and

(iv) the New High School (Portola High School) is funded and under construction.

C. The Parties now wish to amend the Mitigation Agreement to, among other things:

(i) redefine the Project to include up to 26,879 Dwelling Units (thereby increasing the previously defined Project by 1,069 Dwelling Units, all of which shall be built in CFD No. 09-1);

(ii) add certain school facilities to the Additional School Facilities that will accommodate the additional Project Students that may be generated by such additional Dwelling Units, and will help address existing peak student housing issues being experienced by IUSD;

(iii) require Developer to reserve an elementary school site in PA 39 (Los Olivos development area);

(iv) allow IUSD to prioritize the costs associated with the acquisition of the PA 39 School Site (Los Olivos development area) and the construction of an elementary school thereon, ahead of First and Second Phase Modernization; and

(v) to specify the process for addressing the impacts, if any, of the subsequent entitlement of additional Dwelling Units after the date of this Second Amendment.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties to this Second Amendment do hereby agree as follows:

1. Recitals. Each of the Recitals set forth above are true and accurate and are hereby incorporated into this Second Amendment as those set forth herein.

2. Definitions. Unless otherwise defined in or amended by this Second Amendment, the capitalized terms used herein shall have the meaning described to them in the Original Mitigation Agreement or First Amendment.

3. Amendment of Defined Terms. The following terms defined in the Mitigation Agreement are hereby amended to read as follows:

“ ‘Additional School Facilities’ means, collectively, each of the following: (a) construction of the Portola Springs elementary school on the site that has been acquired by IUSD within PA 6 (Portola Springs ES No. 1), (b) acquisition of a second elementary school site reserved within Portola Springs and construction of the school thereon (Portola Springs ES No. 2), (c) construction of an elementary school on the site previously acquired within PA 5B (Eastwood ES), (d) acquisition of an elementary school site within PA 40 and construction of the school thereon (Cypress Village ES), (e) one hundred percent (100%) of funding for the construction of the New High School (Portola High School), (f) the purchase of up to ten (10) new portable classrooms for Canyon View Elementary School, (g) the purchase of new portable or modular classrooms at the Cypress Village ES, (h) the purchase of new portable or modular classrooms at the Portola Springs ES No. 1, (i) a portion of the cost of acquisition of the PA 39 ES (Los Olivos development area) School Site, or alternative Additional School Facilities determined in accordance with Exhibit “B” hereto, (j) the expansion of Canyon View Elementary School, and (k) the expansion of Eastwood ES. Additional detail regarding the size, scope, design, education specifications and funding limits for the Additional School Facilities is included in Exhibit B hereto, and each shall include acquisition of the requisite School Site (except for the Portola Springs ES No. 1, Canyon View ES, Eastwood ES and Portola High School), construction, furnishing and equipping of the school facilities thereon.”

“ ‘Project’ means the development of the Communities with the new construction of up to 26,879 Dwelling Units (inclusive of Dwelling Units constructed as of the date of this Agreement) and approximately 2,500,000 square feet of Non-Residential Development (exclusive of Non-Residential Development constructed as of the date of this Agreement); provided, however, “Project” shall not include (a) any Non-Residential Development in excess of the 2,500,000 square feet of Project development, which Non-Residential Development shall be assessed at or prior to the issuance of any Non-Residential Development building permits, as required by law, any and all applicable statutory school fees for such development at the then-current rate assessed by IUSD, and (b) any new construction, remodeling, renovation, addition, or redevelopment of the Project Dwelling Units or Non-Residential Development by any owner of such Dwelling Units or Non-Residential Development after the initial construction of the Project Dwelling Units or Non-Residential Development, except for any remodeling, renovation, addition, or redevelopment of initial Project Dwelling Units which results in an increase of Project Dwelling Units and provided such additional Project Dwelling Units are within the 26,879 Dwelling Units limit first noted above.”

Should Developer construct any Dwelling Units within the Communities, but outside of CFD No. 09-1 after the date of the Second Amendment, the school facilities impacts of such Dwelling Units shall not be deemed mitigated by this Agreement.

4. Amendment of Specific Provisions.

(a) Section 3.2(b) of the Mitigation Agreement is hereby amended to read as follows:

“(b) Except as specified below, this Agreement is not intended to, and does not, mitigate the school facilities impacts of Dwelling Units constructed outside of the Dwelling Units specified in the definition of “Project.” If and to the extent Dwelling Units are entitled in the Communities which exceed or otherwise fall outside of the Dwelling Units specified in the definition of “Project,” IUSD and Developer agree to the following process for determining whether such additional Dwelling Units shall be deemed mitigated pursuant to this Agreement.

Developer shall provide a written notice of the City’s approval of tentative subdivision maps and/or master plans for Dwelling Units that will cause the total number of Dwelling Units to exceed 26,879, or may otherwise not be within the Dwelling Unit count specified in the definition of “Project.” IUSD’s Superintendent, or his or her designee (“District Representative”) and Developer shall then determine the following:

(i) the total Project Students to be generated from the additional Dwelling Units based upon the methodology set forth in Section 4.2 below;

(ii) the incremental school facilities required to serve the number of additional Project Students determined in (i) above that cannot be accommodated in existing IUSD facilities, as such accommodations and school site capacity may be determined by IUSD Board Policy, as may be amended from time to time;

(iii) the present value cost of the incremental school facilities determined in (ii) above;

(iv) the timing of when the incremental school facilities determined in (iii) above would be required to be funded and constructed; and

(v) the present value of the CFD special tax revenue to be generated by such additional Dwelling Units with respect to all CFDs in which such additional Dwelling Units are included, and is otherwise available, for the incremental school facilities determined in (ii) above.

IUSD agrees to credit against the present value cost of the incremental school facilities determined in (iii) above the total amount determined in (v) above. IUSD further agrees to apply any State Funds, Federal Funds and Local Funds obtained specifically for any such incremental school facilities to reduce the costs set forth in (iii) above. The obligations of IUSD to provide the credit and apply received funding set forth in this Section 3.2(b) shall survive the termination of all other Sections of this Agreement.

This Agreement may be supplemented by a written memorandum executed by the District Representative and Developer, as necessary, to address the scope, timing and funding of any incremental school facilities required to serve additional Project Students, as determined pursuant to the process described above. IUSD and Developer agree that if additional Dwelling Units are added to this Agreement and CFD No. 09-1 in excess of 26,879 Dwelling Units, the costs associated with the acquisition of the PA 39 elementary school (Los Olivos development area) School Site that are not otherwise provided for hereunder, and costs associated with the construction of the PA 39 elementary school (Los Olivos development area) shall be added to the definition of Additional School Facilities, if it is determined by IUSD that the School Site is required to house Project Students and necessary State approvals are able to be obtained, and a proportionate funding amount to be provided through CFD No. 09-1 shall be determined by IUSD and Developer.”

(b) Section 3.6 of the Mitigation Agreement is hereby amended to read as follows:

**“3.6 Term.** This Agreement shall immediately terminate, without any further action by IUSD or Developer on the later of (a) December 31, 2060, or (b) the date of issuance of the building permit for the 26,879<sup>th</sup> Dwelling Unit of the Project, unless otherwise agreed to, in writing, by the Parties hereto. All rights, duties, and obligations of the Parties shall cease immediately upon the termination of this Agreement and Developer shall not be entitled to any IUSD obligation or any refund of any payment or consideration made by Developer to IUSD at any time hereunder, except as may otherwise be expressly provided by the terms of this Agreement. Notwithstanding the foregoing, certain obligations of the Parties hereunder may terminate at an earlier time, as may otherwise be expressly provided by the terms of this Agreement.”

(c) With respect to the Funding Components of all Additional School Facilities that have not been funded as of the date of this Second Amendment, Section 4.3 of the Mitigation Agreement is hereby amended to read as follows:

**“4.3 Funding Components and Funding Thresholds.** The Parties agree that, except as specified below, the Funding Threshold has occurred for all Additional School Facilities and IUSD may now proceed pursuant to the funding process described in Section 6.3 with respect to the Funding Components for the Additional School Facilities as necessary to accommodate Project Students. Notwithstanding the foregoing, IUSD and Developer agree to continue to meet to discuss enrollment projections and planning time frames for acquisition and construction of the various Additional School Facilities in order to accomplish the following:

(i) complete the funding and the initial construction of the PA 5B ES (Eastwood ES) with permanent capacity for 750 students and capacity in portable classrooms for 250 students by the commencement of the 2017-2018 school year, or as soon thereafter as feasible;

(ii) complete the funding and purchase of up to ten (10) new portable classrooms to replace existing portables for the Canyon View ES in 2016, or as soon thereafter as feasible;

(iii) complete the acquisition of the Portola Springs ES No. 2 School Site by June, 2017, or as soon thereafter as feasible, and complete the funding and construction of the Portola Springs ES No. 2 School with permanent capacity for 750 students and capacity in portable classrooms for 250 students as soon thereafter as feasible;

(iv) complete the funding and purchase of new portable or modular classrooms necessary to house up to 100 additional students at the Cypress Village ES (for a maximum capacity of 1,000 students) and 250 additional students at the Portola Springs ES No. 1 (for a maximum capacity of 1,000 students) in 2016, or as soon thereafter as feasible; and

(v) fund a portion of the purchase price of the PA 39 ES (Los Olivos development area) School Site at any time following the completion of super pad improvements to the School Site, provided IUSD determines the School Site is required to house Project Students and the reservation set forth in Section 8.2 is still in effect.

The following Funding Thresholds shall apply with respect to (i) the expansion of Canyon View Elementary School from its current permanent capacity of 750 students to a permanent capacity of 1,000 students and portable or modular classrooms for 200 additional students (for a maximum capacity of 1,200 students); and (ii) the expansion of Eastwood ES from a permanent capacity of 750 students to a permanent capacity of 1,000 students and portable or modular classrooms for 200 additional students (for a maximum capacity of 1,200 students):

<u>School</u>	<u>Funding Component</u>	<u>Funding Threshold</u>	<u>Funding Date</u>
Canyon View ES Expansion	(i) planning, design, engineering and state approvals	200 Project Students <sup>1</sup>	June 1, 25 months prior to Opening Fiscal Year <sup>2</sup>
	(ii) construction, furnishing and equipping	300 Project Students <sup>1</sup>	June 1, 13 months prior to Opening Fiscal Year <sup>2</sup>
Eastwood ES Expansion	(i) planning, design, engineering and state approvals	750 Project Students <sup>1</sup>	June 1, 25 months prior to Opening Fiscal Year <sup>2</sup>
	(ii) construction, furnishing and equipping	900 Project Students <sup>1</sup>	June 1, 13 months prior to Opening Fiscal Year <sup>2</sup>

<sup>1</sup>The reference to “Project Students” means, with respect to Canyon View Elementary School and Eastwood Elementary School, the number of K-6 Project Students residing within the attendance area of Canyon View Elementary School and Eastwood Elementary School, respectively, in the Opening Fiscal Year based upon the Current Project Enrollment from the most recent Student Enrollment and Projection Report.

<sup>2</sup>The reference to “Opening Fiscal Year” shall mean the Fiscal Year that commences on July 1<sup>st</sup> of the Calendar Year in which the expanded facilities will be opened.

With respect to the acquisition of the PA 39 ES (Los Olivos development area) School Site, the Funding Threshold shall be the date specified in the purchase and sale agreement between IUSD and Developer for the close of escrow.

The parties shall also continue to meet to discuss the time frames upon which such Additional School Facilities shall be funded, constructed and operated by IUSD.”

(d) Sections 5.4(d), 7.1(c)(ii) and 7.2(b)(iii) of the Mitigation Agreement are hereby amended to read as follows with respect to the prioritization for the PA 39 elementary school (Los Olivos development area) of State Funds, Federal Funds, Local Funds, CFD No. 08-1 Surplus Special Taxes and CFD No. 09-1 Surplus Special Taxes:

**“5.4(d)** fourth, once all of the conditions specified in the second paragraph of Section D.2 of the CFD No. 09-1 Rate and Method are satisfied, to fund first the remaining portion of the cost of the acquisition of the PA 39 School Site (Los Olivos development area) costs and the construction of the PA 39 ES (Los Olivos development area) to the extent IUSD determines it is required to house Project Students and has not previously been funded in full, and then to fund First Phase Modernization in full, to the extent such funds may be legally applied thereto;”

**“7.1(c)(ii)** second, once all Additional School Facilities have been fully funded, to fund first the remaining portion of the cost of the acquisition of the PA 39 School Site (Los Olivos development area) and the construction of the PA 39 ES (Los Olivos development area) to the extent IUSD determines it is required to house Project

Students and has not previously been funded in full, and then to fund First Phase Modernization in full;”

“**7.2(b)(iii)** third, once all of the conditions specified in the second paragraph of Section D.2 of the CFD No. 09-1 Rate and Method are satisfied, to fund first the remaining portion of the costs of the acquisition of the PA 39 School Site (Los Olivos development area) and the construction of the PA 39 ES (Los Olivos development area) to the extent IUSD determines it is required to house Project Students and has not previously been funded in full, and then to fund First Phase Modernization in full;”

(e) The maximum amount of CFD No. 09-1 Tier I Senior Bonds that is stated as \$400,000,000 in Section 7.4(f) of the Mitigation Agreement is hereby increased to \$475,000,000 and all references to such \$400,000,000 limit in all other provisions of the Mitigation Agreement shall now be \$475,000,000.

(f) The first paragraph of Section 8.2 of the Mitigation Agreement is hereby amended to read as follows:

**“8.2 Reservation of School Sites.** In order to serve Project Students, IUSD has acquired elementary school sites from Developer for the Woodbury Elementary School, the Stonegate Elementary School, Portola Springs ES No. 1, the PA 5B ES (Eastwood ES) and the PA 40 ES (Cypress Village ES). In addition, Developer agrees to reserve the ten (10) acre School Site within PA 6 for the Portola Springs No. 2 ES for acquisition by IUSD in accordance with the Agreement. IUSD agrees to acquire the Portola Springs No. 2 School Site provided all necessary IUSD site acquisition processes are completed, the School Site meets all applicable School Site Acquisition Laws, and as otherwise agreed by IUSD and Developer, in writing, when documenting the purchase and sale transaction for the School Site. Developer also agrees to reserve the ten (10) acre School Site within PA 39 (Los Olivos development area) for acquisition by IUSD in accordance with the Agreement until December 31, 2020, unless IUSD determines earlier that the School Site is not required to house Project Students, in which case Developer shall no longer be required to reserve the School Site. Upon written confirmation from IUSD prior to December 31, 2020 that the PA 39 ES (Los Olivos development area) School Site is required to house Project Students and that IUSD is pursuing necessary State approvals to acquire the School Site, Developer shall continue to reserve the School Site in order to allow for IUSD to receive such State approvals and to complete the funding and acquisition of the School Site. If Developer does not receive written confirmation from IUSD prior to December 31, 2020 that the PA 39 (Los Olivos development area) School Site is required to house Project Students and that IUSD is pursuing necessary State approvals to acquire the School Site, Developer shall be released from its obligation to reserve the School Site and the reservation shall be of no further effect. In addition, if Developer receives such written confirmation prior to December 31, 2020 but the School Site is not acquired by IUSD prior to December 31, 2022, Developer shall be released of its obligation to reserve the School Site and the reservation shall be of no further force or effect.

5. Amendment of Exhibit B. Exhibit B of the Mitigation Agreement is hereby amended to read as follows:

**“EXHIBIT B”**

**DESCRIPTION OF ADDITIONAL SCHOOL FACILITIES**

As provided for in the Mitigation Agreement dated August 31, 2009, as amended by the First Amendment dated as of July 21, 2011 and the Second Amendment dated as of May 3, 2016, by and among the Irvine Unified School District (“IUSD”), Community Facilities District No. 86-1 of the Irvine Unified School District (CFD No. 86-1), Irvine Unified School District Community Facilities District No. 04-1 (Northwood) (CFD No. 04-1), Irvine Unified School District Community Facilities District No. 04-2 (Woodbury) (CFD No. 04-2), Irvine Unified School District Community Facilities District No. 06-1 (Portola Springs) (CFD No. 06-1), Irvine Unified School District Community Facilities District No. 07-1 (Stonegate) (CFD No. 07-1), Irvine Unified School District Community Facilities District No. 08-1 (Stonegate Apartments) (CFD No. 08-1), Irvine Unified School District Community Facilities District No. 09-1 (CFD No. 09-1), The Irvine Company LLC, a Delaware limited liability company (“TIC”), as successor to The Irvine Company, a Delaware corporation, and Irvine Community Development Company LLC, a Delaware limited liability company (“ICDC” and, together with TIC, “Developer”), as successor to Irvine Community Development Company, a Delaware corporation, the Additional School Facilities, as that term is defined therein, to be financed in order to fully mitigate the school facilities impacts of Developer’s project means, collectively, each of the following:

(a) construction of the Portola Springs elementary school on the site that has been acquired by IUSD within PA 6 (Portola Springs ES No. 1);

(b) acquisition of the elementary school site within PA 5B and construction of the school thereon (PA 5B ES) (Eastwood ES);

(c) acquisition of an elementary school site within PA 40 and construction of the school thereon (PA 40 ES) (Cypress Village ES);

(d) one hundred percent (100%) of funding for the construction, furnishing and equipping of the New High School (Portola High School);

(e) acquisition of the elementary school site reserved within PA 6 and construction of the school thereon (with a maximum capacity of 1,000 students) (Portola Springs ES No. 2);

(f) the purchase of up to ten (10) new portable classrooms for the Canyon View ES;

(g) the purchase of new portable or modular classrooms necessary to house up to 100 additional students student at the Cypress Village ES (for a maximum capacity of 1,000 students);

(h) the purchase of new portable or modular classrooms necessary to house up to 250 additional students at the Portola Springs ES No. 1 (for a maximum capacity of 1,000 students);



(i) a portion of the cost of acquisition of the PA 39 ES (Los Olivos development area) School Site, or if IUSD determines the PA 39 ES (Los Olivos development area) is not required, or will otherwise not be constructed, other alternative Additional School Facilities required to house Project Students as shall be agreed upon by IUSD and Developer following IUSD's notice to Developer of its decision not to acquire the PA 39 ES (Los Olivos development area) School Site;

(j) the construction, furnishing and equipping of classroom buildings including collaboration space and related restrooms and workspace designed and built to IUSD education specifications on the Canyon View Elementary School Site to expand its permanent capacity from 750 students to 1,000 students and the funding of portable classrooms for 200 students (for a maximum capacity of 1,200 students), which may include two kindergarten classrooms, one special education classroom, one occupational therapy and learning skill space, the repurposing of one occupational therapy space for student support services, the repurposing of one core space for student support services, a learning center and additional administrative space, one two-story classroom addition to replace thirteen portable classrooms, various site upgrades, and the purchase and relocation of five portable classrooms (with an estimated cost of \$13,400,000 (2015 dollars)); and

(k) the construction, furnishing and equipping of classroom buildings including collaboration space and related restrooms and workspace designed and built to IUSD education specifications on the PA 5B ES (Eastwood ES) site to expand its permanent capacity from 750 students to 1,000 students and the funding of portable classrooms for 200 students (for a maximum capacity of 1,200 students), which may include one one-story classroom addition, various site upgrades and the purchase of nine portable classrooms (with an estimated cost of \$6,000,000 (2015 dollars)).

Notwithstanding anything in this Agreement to the contrary, the total Funding Amount for the Additional School Facilities described in (i), (j) and (k) above shall not exceed \$35,600,000.

#### New Elementary Schools: Portola Springs ES 2 and 5B ES (Eastwood ES)

The education and design specifications, landscaping and outdoor physical education facilities for the first Elementary School to be built by IUSD shall be substantially similar to IUSD's Alderwood at Quail Hill Elementary School. Subsequent Elementary Schools to be built by IUSD shall be substantially similar to the then most recently completed Elementary School to allow for reasonable progression of IUSD elementary school facilities. Notwithstanding the foregoing, the total square footage of permanent facilities to serve 750 students for each Elementary School shall not exceed 57,000 square feet. Unless otherwise stated above, each Elementary School shall also be designed to accommodate an additional peak loading of 150 to 250 students in up to 10 additional portable or modular classrooms. The furnishings and equipment provided for each new Elementary School and the new classrooms constructed on existing Elementary School sites shall be substantially similar to the specification levels, quality or amount provided with respect to the most recently constructed IUSD school facilities, subject to modifications for technological advances or energy-saving incentives or requirements that are required to achieve cost savings or advance district-wide educational

policies. Nothing herein shall be construed to limit the education or design specifications of the Elementary Schools with respect to any such changes as may have been mandated by State, local or federal law or regulation, which such mandated changes shall be included as necessary education or design specifications. The estimated cost as of July of 2008 of each new Elementary School, excluding land, is \$24,146,210 (2008 dollars).

### New High School

The education and design specifications, landscaping and outdoor physical education facilities for the New High School shall include comprehensive high school facilities with a total square footage of permanent facilities to serve 2,400 students which shall not exceed 210,000 square feet. The New High School shall also be designed to accommodate in relocatable classrooms an additional peak loading of 200 students. The construction materials and standards, furnishings, and equipment provided for the New High School shall substantially similar to the specification levels, quality or amount provided with respect to IUSD school facilities, subject to modifications for technological advances or energy-saving incentives or requirements that are required to achieve cost savings or advance district-wide educational policies. Nothing herein shall be construed to limit the education or design specifications of the New High School with respect to any such changes as may have been mandated by State, local or federal law or regulation, which such mandated changes shall be included as necessary education or design specifications. The estimated cost as of July 2008 of the New High School, excluding land, is \$125,000,000 (2008 dollars).

The following building types or their equivalent will be included in the new facility:

- classroom buildings (two story)
- administration facilities
- library and media center facilities
- exercise facilities and shower and locker room building
- gymnasium facilities
- art and music facilities
- either (1) a performing arts building, (2) an aquatics center or (3) another comparable amenity
- relocatable buildings (to accommodate up to 200 students)

The square footage and building types will be reduced proportionately for a New High School built for fewer than 2,600 students.”

[Signature Pages Follow]

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

IRVINE UNIFIED SCHOOL DISTRICT

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

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

COMMUNITY FACILITIES DISTRICT NO. 86-1  
OF THE IRVINE UNIFIED SCHOOL DISTRICT

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

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

IRVINE UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 04-1

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

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

IRVINE UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 04-2

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

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

IRVINE UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 07-1

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

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

IRVINE UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 08-1

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

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

IRVINE UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 09-1

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

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

THE IRVINE COMPANY LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IRVINE COMMUNITY DEVELOPMENT  
COMPANY LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_