

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: June 8, 2021

CAO File No. 0220-05291-1003

Council File No. 13-1646-S7

Council District: 15

To: The City Council
The Mayor

From: Richard H. Llewellyn, Jr., City Administrative Officer



Reference: Council File 13-1646-S1

Council File 13-1646-S2

Mello-Roos and Assessment Financing Program Application dated October 4, 2018

Subject: **COMMUNITY FACILITIES DISTRICT NO. 11, PONTE VISTA (FORMERLY KNOWN AS THE HIGHPARK PROJECT) – JOINT COMMUNITY FACILITIES AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT AND AUTHORIZING RESOLUTION**

RECOMMENDATION

That the City Council, subject to the approval of the Mayor:

1. Find that entering into a Joint Community Facilities District to finance certain Los Angeles Unified School District facilities with proceeds from bonded indebtedness incurred by Community Facilities District No. 11 (Ponte Vista) is beneficial to the residents of the City of Los Angeles;
2. Adopt the attached Resolution Authorizing the Execution and Delivery of a Joint Community Facilities Agreement (Ponte Vista) (Attachment A);
3. Authorize the City Administrative Officer, or Authorized Representative to execute and deliver the attached Joint Community Facilities Agreement, by and among the City of Los Angeles, Community Facilities District No. 11 (Ponte Vista), and the Los Angeles Unified School District, in substantially similar form to Attachment B; and,
4. Authorize the Office of the City Administrative Officer to make technical adjustments as necessary and to file any documents required under the Mello-Roos Act to implement the intent of the Mayor and Council actions.

SUMMARY

On February 9, 2021, the City Council certified the results of the special election wherein at least two-thirds of the qualified electors authorized the levying of a special tax, incurrence of bonded indebtedness to finance certain public facilities, and established an appropriations limit of \$30 million for Community Facilities District (CFD) No. 11 (Ponte Vista) in San Pedro (CFD 11). The proceedings for the establishment of CFD 11 and for the authorization of the incurrence of debt are now complete, pursuant to the Mello-Roos Community Facilities Act of 1982 (Act). The developer for this residential project and applicant for CFD 11 is SoCal San Pedro SPV 1, LLC (Developer).

Among the public facilities proposed to be financed by CFD 11 are certain Los Angeles Unified School District (LAUSD) school facilities (LAUSD Facilities). CFD 11 is located within the jurisdiction of both the City and LAUSD. To account for and mitigate the impact the residential development of CFD 11 may have on school facilities, State law allows LAUSD to impose and collect certain fees (School Fees) from the project developer to account for potential facility needs of LAUSD from the development. These fees, are typically paid by developers over time, as building permits are obtained, which can take several years. In lieu of paying the School Fees directly, the Developer proposed that the School Fees be financed with Mello-Roos bonds issued by CFD 11, and LAUSD agreed. This will allow LAUSD to receive the projected School Fees in advance, rather than over the projected three to five-year term of the residential project build out of CFD 11. As an incentive to enter into the related agreements, LAUSD will receive an additional 12 percent on top of the required School Fees. The School Fees are estimated to be \$4.48 million, including the incentive. The attached draft Joint Community Facilities Agreement (JCFA) by and among the City, CFD 11, and LAUSD memorializes this understanding and provides for the terms of this arrangement.

Under Section 53316.2 of the Act, a joint community facilities agreement is required when a community facilities district finances facilities to be owned and operated by an entity other than the agency that created the community facilities district¹. The expected Mello-Roos bond financing of the LAUSD Facilities is a financing arrangement within the meaning of Section 53316.2.

On October 6, 2020, the Board of Education of LAUSD, through a resolution, declared that the JCFA would be beneficial to the residents within LAUSD's boundaries and authorized the execution of the JCFA. The City Council may authorize the execution of the JCFA, if it declares, through a resolution, that the JCFA would be beneficial to the residents of the City.

The City Administrative Officer (CAO) recommends approval of the attached resolution, which authorizes the execution of the JCFA, by and among the City, CFD 11, and LAUSD and finds that the joint agreement would be beneficial to the residents of the City of Los Angeles as the agreement will generate additional funds which can be used by LAUSD to address the effects of development within the City.

¹ A JCFA is intended to share the limited financing capacity found within a community facility district between the local government agencies that have a shared interest in the development of the community facilities district. For CFD 11, the shared agency interest is between the City and LAUSD.

The process to issue the Mello-Roos bonds and levy the special taxes will require additional Council actions. It is anticipated that bonds will be issued in October 2021.

The following documents are required for the recommended actions:

Attachment A – Resolution Authorizing the Execution and Delivery of a Joint Community Facilities Agreement

Acknowledges that CFD 11 has been established under the provisions of the Mello-Roos Community Facilities Act of 1982. Declares that a JCFA will be beneficial to the residents of the City and authorizes the execution of the agreement by the CAO or any of their designees.

Attachment B – Joint Community Facilities Agreement

Sets forth the terms of the agreement by and among the City, CFD 11, and LAUSD relative to the issuance of bonds to finance LAUSD Facilities. Acknowledges that if bond proceeds are not made available to LAUSD to pay the costs of the acquisition, construction and installation of the LAUSD Facilities, the builders within CFD 11 shall be responsible for the School Fees payable to LAUSD. References the Mitigation Agreement², which provides the conditions for the granting of credit against the School Fees. Acknowledges that LAUSD shall be solely responsible for the acquisition, construction, and installation of the LAUSD Facilities and that the City shall not have responsibility or liability with respect to those facilities. This agreement has also been transmitted by the City Attorney's Office in a separate report, dated May 25, 2021 (Report No. R21-0175).

FISCAL IMPACT STATEMENT

There is no impact on the City's General Fund as a result of the recommended actions. All consultant costs associated with the formation of the Community Facilities District are paid by the developer via the terms of the Deposit and Reimbursement Agreement.

FINANCIAL POLICIES STATEMENT

Consistent with the City's Financial Policies, all consultant and City costs associated with the formation of the Community Facilities District are paid by the developer via the terms of the Deposit and Reimbursement Agreement.

DEBT IMPACT STATEMENT

This report has no debt impact on the General Fund.

RHL:BC:HT:SMS:09210174

² The Mitigation Agreement is a separate agreement by and among LAUSD, the Developer, and the Builders that sets forth the responsibility for the School Fees as well as the conditions for granting of the credit against the School Fees upon the deposit of the bond proceeds in a LAUSD Facilities Account.

- ATTACHMENT A - Resolution Authorizing the Execution and Delivery of a Joint Community Facilities Agreement
- ATTACHMENT B - Joint Community Facilities Agreement

ATTACHMENT A

Resolution Authorizing the Execution and Delivery of a Joint
Community Facilities Agreement

RESOLUTION OF THE COUNCIL OF THE CITY OF LOS ANGELES AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT COMMUNITY FACILITIES AGREEMENT

WHEREAS, the Council (the “City Council”) of the City of Los Angeles (the “City”) has established City of Los Angeles Community Facilities District No. 11 (Ponte Vista) (the “Community Facilities District”) under the provisions of the Mello-Roos Community Facilities Act of 1982 (the “Act”);

WHEREAS, the Community Facilities District is authorized to levy special taxes (the “Special Taxes”) upon the land within the Community Facilities District and to issue bonds (the “Bonds”) secured by the Special Taxes, the proceeds of which are to be used to finance certain public facilities;

WHEREAS, the public facilities proposed to be financed by the Community Facilities District include certain facilities (the “City Facilities”) to be owned and operated by the City and certain facilities (the “LAUSD Facilities”) to be owned and operated by the Los Angeles Unified School District (“LAUSD”);

WHEREAS, Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by a public agency other than the agency that created the community facilities district only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to said Section;

WHEREAS, Section 53316.2 of the Act further provides that at any time prior to the adoption of the resolution of formation creating a community facilities district or a resolution of change to alter a district, or a resolution or resolutions authorizing issuance of bonds pursuant to Section 53356 of the Act, the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to the community facilities district being created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity;

WHEREAS, no resolution authorizing the issuance of any Bonds has been adopted; and

WHEREAS, there has been presented to this meeting a form of Joint Community Facilities Agreement by and among the City, the Community Facilities District and LAUSD that provides for the financing of the LAUSD Facilities from the proceeds of Bonds (such Joint Community Facilities Agreement, in a form substantially similar to that presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Joint Facilities Agreement”);

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Los Angeles as follows:

Section 1. The City Council hereby declares that the Joint Facilities Agreement will be beneficial to the residents of the City.

Section 2. The Joint Facilities Agreement, copies of which are before the City Council and on file in the Office of the City Administrative Officer, is hereby approved, and each of the City Administrative Officer, any Assistant City Administrative Officer or any of their designees (each, an “Authorized Representative”) is hereby authorized, and any one of the Authorized Representatives is hereby directed, for and in the name and on behalf of the City, to execute and deliver said Joint Facilities Agreement in substantially similar form, with any changes, insertions and omissions as the Authorized Representative executing the same may require, with the necessary approval as to form by the City Attorney, such requirement or approval to be conclusively evidenced in the execution and delivery thereof.

Each of the Authorized Representatives is hereby authorized, and any one of the Authorized Representatives is hereby directed, for and in the name and on behalf of the Community Facilities District, to execute and deliver said Joint Facilities Agreement in substantially similar form, with any changes, insertions and omissions as the Authorized Representative executing the same may require, with the necessary approval as to form by the City Attorney, such requirement or approval to be conclusively evidenced in the execution and delivery thereof.

Section 3. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 4. This Resolution shall take effect from and upon its adoption.

ATTACHMENT B
Joint Community Facilities Agreement

JOINT COMMUNITY FACILITIES AGREEMENT

by and among

CITY OF LOS ANGELES

and

**CITY OF LOS ANGELES
COMMUNITY FACILITIES DISTRICT NO. 11
(PONTE VISTA)**

and

LOS ANGELES UNIFIED SCHOOL DISTRICT

Dated as of _____, 2021

JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (this “Joint Facilities Agreement”), dated as of _____, 2021, is by and among the CITY OF LOS ANGELES, a charter city organized and existing under the laws of the State of California (the “City”), CITY OF LOS ANGELES COMMUNITY FACILITIES DISTRICT NO. 11 (PONTE VISTA), a community facilities district organized and existing under the laws of the State of California (the “Community Facilities District”), and the LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (“LAUSD”).

WITNESSETH:

WHEREAS, the property described in Exhibit A attached hereto (the “Property”), is commonly referred to as Ponte Vista;

WHEREAS, the Property is within the jurisdiction of the City and LAUSD;

WHEREAS, LAUSD has, pursuant to Section 65995 *et seq.* of the California Government Code, imposed certain fees (the “School Fees”) on development projects within LAUSD to mitigate the impact of such development projects on school facilities;

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Act”), the Council of the City (the “City Council”) has established the Community Facilities District, the boundaries of which include substantial portions of the Property;

WHEREAS, pursuant to the Act, the qualified electors of the Community Facilities District have authorized the levy of special taxes (the “Special Taxes”) upon the land within the Community Facilities District and the issuance of bonds (the “Bonds”) secured by the Special Taxes, the proceeds of which are to be used to finance certain public facilities;

WHEREAS, the public facilities proposed to be financed by the Community Facilities District include certain facilities to be owned and operated by the City (the “City Facilities”) and certain school facilities, including any land, rights-of-way or easements necessary for any of such facilities, to be owned and operated by LAUSD (the “LAUSD Facilities”);

WHEREAS, SoCal San Pedro SPV 1, LLC (the “Developer”), which is in the process of developing the Property, has proposed that the LAUSD Facilities be financed by the Community Facilities District in lieu of LAUSD requiring the payment of School Fees for the development project on the Property;

WHEREAS, LAUSD has agreed to provide a credit against the obligation to pay School Fees for the development project on the Property, if and only to the extent that Bond proceeds are made available to LAUSD to finance LAUSD Facilities;

WHEREAS, Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by an entity other than the agency that created the community facilities district only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to said Section;

WHEREAS, Section 53316.2 of the Act further provides that at any time prior to the adoption of the resolution of formation creating a community facilities district or a resolution or resolutions authorizing issuance of bonds pursuant to Section 53356 of the Act, the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to the community facilities district being created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity;

WHEREAS, the City Council and the Board of Education of LAUSD have each adopted such a resolution; and

WHEREAS, the City, the Community Facilities District and LAUSD desire to enter into this Joint Facilities Agreement in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the LAUSD Facilities through the issuance of Bonds by the Community Facilities District;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. The Community Facilities District; Issuance of Bonds. (a) The Developer has agreed to be responsible for any and all costs incurred in connection with the establishment of the Community Facilities District. LAUSD shall have no responsibility or liability for any costs incurred in connection with the establishment or the administration of the Community Facilities District or for the issuance of the Bonds.

(b) It is anticipated that the Community Facilities District will issue Bonds to finance the acquisition, construction and installation of the City Facilities and the LAUSD Facilities. The City Council, acting as the legislative body of the Community Facilities District, shall, in its sole discretion, and at no cost or expense to LAUSD, determine whether, when, under what conditions and to what extent Bonds shall be issued to finance the acquisition, construction and installation of the City Facilities and the LAUSD Facilities, or any combination thereof. In no event shall LAUSD have any right to compel the Community Facilities District to issue Bonds to finance the acquisition, construction and installation of LAUSD Facilities or to disburse Bond proceeds to pay the costs of the acquisition, construction and installation of LAUSD Facilities.

(c) The City has been informed by the Developer, and acknowledges, that if Bond proceeds are not made available to LAUSD to pay the costs of the acquisition, construction and installation of the LAUSD Facilities, the builders within the Community Facilities District shall be responsible for the School Fees payable to LAUSD, including any premiums with respect thereto as set forth in the Mitigation Agreement, dated as of April 15, 2021 (the "Mitigation Agreement"), by and among LAUSD, the Developer and the builders within the Community Facilities District.

Section 2. LAUSD Facilities. It is anticipated that the Community Facilities District will issue Bonds, a portion of the proceeds of which are to be available to finance the acquisition, construction and installation of the LAUSD Facilities. If the Community Facilities District issues

Bonds for such purpose, the Community Facilities District shall notify LAUSD of the amount of such proceeds available for such purpose within 15 days of such proceeds becoming so available. Neither the City nor the Community Facilities District makes any representation that, if proceeds of Bonds are made available to finance the acquisition, construction and installation of the LAUSD Facilities, such proceeds will be sufficient to finance the acquisition, construction and installation of all of the LAUSD Facilities, and neither the City nor the Community Facilities District shall have any liability to LAUSD if such proceeds are insufficient for such purpose. If the Community Facilities District does not issue Bonds to finance the acquisition, construction and installation of the LAUSD Facilities, neither the City nor the Community Facilities District shall have any obligation to provide any amounts to finance or pay the costs of the acquisition, construction and installation of the LAUSD Facilities.

Section 3. Disbursements. (a) Bond proceeds available for the acquisition, construction and installation of the LAUSD Facilities shall be deposited in a special fund or account (howsoever the same may be denominated, the “LAUSD Facilities Account”) to be established under the indenture, fiscal agent agreement or other instrument pursuant to which the Bonds are issued (howsoever the same may be denominated, the “Indenture”).

(b) The Indenture shall provide that, to the extent that Bond proceeds are available therefor, the trustee or fiscal agent under the Indenture (howsoever the same may be denominated, the “Trustee”) shall cause disbursements to be made from the LAUSD Facilities Account from time to time to pay the costs of the acquisition, construction and installation of the LAUSD Facilities upon submission of a written request of LAUSD stating (i) the name and address of the person to whom payment is to be made, (ii) the amount to be paid, (iii) that an obligation in such amount has been incurred by LAUSD, (iv) the purpose for which the obligation to be paid was incurred, (v) that each item of the obligation to be paid constitutes a cost of the LAUSD Facilities, and (vi) that the obligation to be paid has not been the subject of a prior LAUSD request for disbursement from the LAUSD Facilities Account.

(c) Moneys on deposit in the LAUSD Facilities Account shall be invested at the direction of the Community Facilities District. The Community Facilities District shall cause the Trustee to at all times keep proper books of record and account, prepared in accordance with its current practice, in which accurate entries shall be made of all deposits into the LAUSD Facilities Account, all disbursements therefrom and all investment earnings credited thereto. The Community Facilities District shall cause the Trustee to make copies of such books of record and account available to LAUSD upon reasonable notice and under reasonable circumstances as agreed to by the Trustee.

Section 4. Credit for School Fees. LAUSD has informed the City that the Mitigation Agreement provides the conditions for, and the allocation of, the granting of the credit against the School Fees upon the deposit of proceeds of the Bonds in the LAUSD Facilities Account.

Section 5. Construction, Ownership and Maintenance of City Facilities and LAUSD Facilities. (a) The City shall be solely responsible for the acquisition, construction and installation of the City Facilities, and LAUSD shall have no responsibility therefor or liability with respect thereto. The City Facilities shall be and remain the sole and separate property of the City and shall be operated, maintained and utilized by the City. LAUSD shall not have any ownership interest in

the City Facilities, and LAUSD shall have no responsibility for the operation, maintenance or utilization of the City Facilities or any liability with respect thereto.

(b) LAUSD shall be solely responsible for the acquisition, construction and installation of the LAUSD Facilities, and the City shall have no responsibility therefor or liability with respect thereto. The LAUSD Facilities shall be and remain the sole and separate property of LAUSD and shall be operated, maintained and utilized by LAUSD. The City shall not have any ownership interest in the LAUSD Facilities, and the City shall have no responsibility for the operation, maintenance or utilization of the LAUSD Facilities or any liability with respect thereto.

Section 6. Tax Matters. (a) In connection with the issuance of any Bonds, a portion of the proceeds of which are to be made available to finance the acquisition, construction and installation of the LAUSD Facilities, LAUSD shall execute and deliver such certifications and agreements, in form and containing terms and conditions reasonably acceptable to LAUSD, as may be reasonably required in order for bond counsel to conclude that interest on such Bonds will be excluded from gross income under Section 103 of the Internal Revenue Code of 1986.

(b) Unless LAUSD otherwise informs the Community Facilities District at the time of issuance of Bonds, the proceeds of which are to finance LAUSD Facilities, the Community Facilities District may deem LAUSD to have represented at such time that the acquisition, construction and installation of the LAUSD Facilities to be financed with such proceeds will be substantially completed within three years from the date of issuance of such Bonds.

Section 7. Indemnification. (a) The City agrees to protect, indemnify, defend and hold LAUSD, and its officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits actions, decrees, judgments, awards, attorneys' fees and court costs which LAUSD, or its officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from LAUSD, or its officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of the acquisition, construction, installation, operation, maintenance or utilization of the City Facilities. If the City fails to do so, LAUSD shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from the City.

No indemnification is required to be paid by the City for any claim, loss or expense arising from the willful misconduct or active negligence of LAUSD, or its officers, employees or agents.

(b) LAUSD agrees to protect, indemnify, defend and hold the City and the Community Facilities District, and their respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits actions, decrees, judgments, awards, attorneys' fees and court costs which the City or the Community Facilities District, or their respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the City or the Community Facilities District, or their respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of the acquisition, construction, installation, operation, maintenance or utilization of the LAUSD Facilities. If LAUSD fails to do so, the City and the Community Facilities District shall have the right, but not the obligation, to defend the

same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from LAUSD.

No indemnification is required to be paid by LAUSD for any claim, loss or expense arising from the willful misconduct or active negligence of the City or the Community Facilities District, or their respective officers, employees or agents.

Section 8. Nature of Agreement; Allocation of Special Taxes. This Joint Facilities Agreement shall constitute a joint community facilities agreement entered into pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Act. The entire amount of the proceeds of the Special Taxes shall be allocated and distributed to the City.

Section 9. Limitation of Rights to Parties. Nothing in this Joint Facilities Agreement expressed or implied is intended or shall be construed to give to any person other than the City, the Community Facilities District and LAUSD any legal or equitable right, remedy or claim under or in respect of this Joint Facilities Agreement or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the City, the Community Facilities District and LAUSD.

Section 10. Notices. All written notices to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the City:

City of Los Angeles
City Administrative Officer
200 North Main Street, 15th Floor
Los Angeles, California 90012
Attention: Debt Management Group
Email:

If to the Community Facilities District:

City of Los Angeles Community Facilities
District No. 11 (Ponte Vista)
c/o City of Los Angeles
City Administrative Officer
200 North Main Street, 15th Floor
Los Angeles, California 90012
Attention: Debt Management Group
Email:

If to LAUSD:

Los Angeles Unified School District
333 South Beaudry Avenue, 26th Floor
Los Angeles, California 90017
Attention: Mr. David Hart, Chief Financial Officer
Email: david.hart1@lausd.net

With a copy to:

Los Angeles Unified School District
333 South Beaudry Avenue, 23rd Floor
Los Angeles, California 90017
Attention: Chief Facilities Counsel
Email: mark.a.miller@lausd.net

And a copy to:

Pillsbury Winthrop Shaw Pittman LLP
725 South Figueroa Street, Suite 2800
Los Angeles, California 90017
Attention: James M. Rishwain, Jr.
Email: jrishwain@pillsburylaw.com

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by electronic mail, on the date sent, but only if confirmation of the receipt of such electronic mail is received or if notice is concurrently sent by another means specified herein, (d) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 11. California Law. This Joint Facilities Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 12. Severability. If any part of this Joint Facilities Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Joint Facilities Agreement shall be given effect to the fullest extent reasonably possible.

Section 13. Successors. This Joint Facilities Agreement shall be binding upon and inure to the benefit of the successors of the parties hereto.

Section 14. Counterparts. This Joint Facilities Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Facilities Agreement as of the date first written above.

CITY OF LOS ANGELES

By: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, CITY ATTORNEY

By: _____
Deputy City Attorney

**CITY OF LOS ANGELES
COMMUNITY FACILITIES DISTRICT
NO. 11 (PONTE VISTA)**

By: _____

**LOS ANGELES UNIFIED SCHOOL
DISTRICT**

By: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property consists of the real property identified as the following Los Angeles County Assessor Parcel Numbers:

7442-034-001 through -066

7442-035-001 through -053

7442-036-001 through -021

7442-037-001 through -005, -007 through -014, -017, and -018

7442-038-001 through -048

7442-039-001 through -021