

PARTICIPATION AGREEMENT TO FUND THE CANYON COVE 5 MILLION GALLON
RESERVOIR WITHIN TRACT 32025

This Agreement is made and entered into this 7th day of January 2016, by and between EASTERN MUNICIPAL WATER DISTRICT of Perris, California, organized and operating pursuant to Division 20 of the California Water Code, hereinafter referred to as "District," SUTTER MITLAND 01 LLC, a Delaware limited liability company, hereinafter referred to as "Developer-Sutter", and RIVERSIDE MITLAND INVESTOR 03, LLC, a Delaware limited liability company hereinafter referred to as "Developer-Riverside" and, together with Developer-Sutter, the "Developers". District and Developers are sometimes collectively referred to as "Parties".

RECITALS

WHEREAS, Developer-Riverside and Developer-Sutter are the landowners and developers of the Audie Murphy Ranch Development; and

WHEREAS, Developer-Riverside is the developer of Tract Map 32025, also known as Canyon Cove, a tract within Audie Murphy Ranch, reflected as a participating project on attached Exhibit A Participating Projects Map; and

WHEREAS, Developer-Sutter is the developer of Parcel Map 32269, a parcel map within Audie Murphy Ranch north of Newport Road, reflected as a participating project on attached Exhibit A Participating Projects Map; and

WHEREAS, Developer-Riverside was issued a Conditional Plan of Service on December 18, 2014 for the development of District facilities within Tract 32025; and

WHEREAS, it was determined through the preparation of the plan of service that the Developer-Riverside's project (Tract 32025) and Developer-Sutter's project (Parcel Map 32269) are in need of a 1.74 million gallon (MG) reservoir to support project demands within the developments; and

WHEREAS, Developer-Riverside is advancing to construction ahead of Developer-Sutter; and

WHEREAS, the District desires to combine the local needs of both projects and add 3.26 MG regional storage to the project reservoir, for a total proposed storage volume of 5 MG; and

WHEREAS, Developer-Riverside has identified and developed a lot within Tract 32025 to accommodate the construction of the 5 MG reservoir; and

WHEREAS, Developer-Riverside has performed the environmental review covering the establishment of the site for the reservoir; and

WHEREAS, Developer-Riverside has directed the amendment of the rough grading plan for Tract 32025 to incorporate the rough grading of the reservoir site; and

WHEREAS, Developer-Riverside has directed the preparation of a cost estimate for the construction of the reservoir, including grading and property purchase, and the District has

reviewed and approved the cost estimate, which determined the estimated value of the 5 MG reservoir project to be approximately \$8,088,000.00; and

WHEREAS, Developer-Riverside has directed the preparation of a cost estimate to establish the value of the storage needed to support both Tract 32025 and Parcel Map 32269 or base value of 1.74 MG reservoir, which resulted in a value of \$5,257,000.00 or 65 percent of the value of the oversized 5 MG reservoir; and

WHEREAS, Developer-Riverside's Initial Contribution (defined in section 5.B) is in excess of Tract 32025's proportionate share of the project costs for the development of its proportionate need of the 1.74 MG storage; and

WHEREAS, the Developer-Riverside has provided copies of three prevailing wage bids sought for the construction of the rough grading of the tank site; and

WHEREAS, the District has an established practice of formation of special benefit areas, which allows for the advancement of District funds to facilitate the development of District infrastructure to enhance service to customers through the levy of a Special Benefit Area Connection Fee (Fee); and

WHEREAS, Tract Map 32025 and Parcel Map 32269 are within the Menifee Union School District Community Facilities District No. 2011-1 (CFD), which will be utilized for funding of the Fee in accordance with the Joint Community Facilities Agreement by and among Menifee Union School District, Sutter-Mitland 01, LLC, et al., and Eastern Municipal Water District relating to the CFD dated May 4, 2011 (JCFA); and

WHEREAS, the CFD has distinct Improvement Areas associated with Tract 32025 and Parcel Map 32269. Tract 32025 falls within Improvement Area 3 of the CFD. Parcel Map 32269 encompasses Improvement Areas 4 through 7 of the CFD.

WHEREAS, in accordance with the terms of the JCFA no costs of construction for the 5 MG reservoir contributed by the Developers will be reimbursed directly by the CFD; and

WHEREAS Developer-Riverside and Developer-Sutter intend to market their respective properties to merchant builders and through execution of this agreement confirm District participation in the reservoir construction prior to execution of the Standard Facilities Agreement; and

WHEREAS, the purpose of this agreement is to define the terms, conditions, and financial arrangements whereby the District will construct a 5 MG reservoir and whereby Developers and District will fund their proportionate share of the facilities.

AGREEMENT

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

1. INCORPORATION OF RECITALS

Each and every one of the Recitals set forth above is hereby incorporated by reference in the Terms of Agreement as though set forth fully herein.

2. DEVELOPER- RIVERSIDE RESPONSIBILITY

Developer-Riverside agrees to the following:

- A. Developer-Riverside shall provide the finished lot upon which the reservoir will be constructed, including site design in conformance with District Standards.
 - (i) The precise grading plan shall be reviewed and approved by the District prior to precise grading operations.
 - (ii) The Developer-Riverside shall provide a geotechnical report and as-built plans for the finished site.
 - (iii) Developer-Riverside shall perform all rough grading operations in conformance with the approved technical drawings.
 - (iv) Developer-Riverside shall provide copies of the final certified grading and geotechnical inspection of the site.
- B. Tract 32025 shall be included in the Special Benefit Area (defined below) and subject to the Fees. However, payment of the Fees was accounted for within the costs advanced by Developer-Riverside through the development of the reservoir site within Tract 32025.
- C. The costs advanced by Developer-Riverside which are attributable to the Fees for the proportionate share of the reservoir for 198 lots within Tract 32025 shall be submitted by the District as eligible for reimbursement from the CFD.
- D. Developer-Riverside's Initial Contribution, as further defined in Section 5.B, to the development of the lot for the reservoir shall be reimbursed from the Fees collected by the District on a per unit basis as units are connected within Parcel Map 32269 and from the Fees funded for the 198 lots within Tract 32025 through the CFD.
- E. Developer-Riverside shall prepare technical drawings for the construction of the reservoir and transmission main serving the reservoir in conformance with District Standards.
- F. Developer-Riverside shall transfer the finished reservoir site to the District, as shown in Exhibit B, prior to the District's scheduling of the preconstruction meeting for the construction of the reservoir.
- G. Developer-Riverside shall provide rights-of-entry to the District and District Contractors

through the adjacent residential development, Tract 32025, prior to the District scheduling of the preconstruction meeting for the construction of the reservoir.

- H. Developer-Riverside shall accommodate access through the adjacent development, Tract 32025, to allow for construction of the reservoir, throughout the course of construction of the reservoir.
- I. Developer-Riverside shall provide all documentation necessary, in conformance with District and State of California applicable Codes and Standards, to facilitate reimbursement from the Fees for any and all project components that will be considered for reimbursement of Developers' proportionate share of the reservoir.

3. DEVELOPER-SUTTER RESPONSIBILITY

Developer-Sutter agrees to the following:

- A. Developer-Sutter, as well as its assigns and heirs, shall contribute its proportionate share of the development of the reservoir through payment of the Fees to the District at the time the residential units within Parcel Map 32269 are connected to EMWD's system.
- B. Developer-Sutter, as well as its assigns and heirs, may request reimbursement from the CFD of all Fees paid to District as set forth in Section 5 below.
- C. Developer-Sutter, as well as its assigns and heirs, shall disclose to all buyers of lots within Parcel Map 32269 upon which homes are to be constructed, the following, utilizing the attached Exhibit C titled Disclosure Notice:
 - (i) The Fee is due at the time of connection, unless it has been funded previously pursuant to this Agreement; and
 - (ii) The Fee may be reimbursed from CFD funds, if available, from Menifee Unified School District No. CFD 2001-1, from the Other Facilities Account of the Improvement Fund to finance EMWD Facilities; and
 - (iii) Upon payment of the Fee, and submittal of a reimbursement request to EMWD's Special Funding Division, EMWD will be responsible for submitting a Disbursement Request to Menifee Unified School District Community Facilities District No. 2011-1 certifying that the amount requested by the payer for EMWD Fees is due and payable, has not formed the basis of prior request or payment, and is being made with respect to the connection of the property to the EMWD system. EMWD will not be responsible for ensuring that Menifee Unified School District Community Facilities District No. 2011-1 disburses the requested funds to the requestor or that funds are available to be disbursed.

4. DISTRICT RESPONSIBILITY

The District agrees to the following:

- A. The District shall perform plan checking of the reservoir technical drawings. Review and approval of the technical drawings shall not be unreasonably withheld or delayed.

- B. The District shall complete the California Environmental Quality Act process associated with the development of the reservoir.
- C. The District shall contribute 35 percent of the total cost of the reservoir representing the cost attributable to oversizing the reservoir from 1.74 MG to 5 MG. This shall be the District's share which is needed for regional storage.
- D. The District shall also contribute an amount equal to the difference between the value of Developer-Riverside's Initial Contribution and 65 percent of the total cost of the reservoir (Balance Amount). The Balance Amount shall be reimbursable from the Fees collected by the District, as described in Section 5 below.
- E. The District shall establish a special benefit area over the land included within Parcel Map 32269 and Tract 32025, as reflected on Exhibit D, attached hereto and by this reference made a part hereof (Special Benefit Area), and establish the Fee within the Special Benefit Area in an amount sufficient to fund 65 percent of the total cost of the reservoir.
- F. The amount of the Fee shall be annually adjusted in accordance with the Engineering News Record (ENR/LA) Construction Cost Index to reflect the then-current cost of construction and by reconciling the actual versus projected EDUs. One EDU is hereby defined as the average amount of water consumed by a single family residence, as calculated by the District.
- G. The Special Benefit Area shall be administered by the District. A portion of each Fee received shall be allocated to both District and Developer-Riverside as defined in Sections 5 L and M and as further defined in the formula set forth in Exhibit E, attached hereto and incorporated herein by this reference (the "Reimbursement Formula").
- H. The District shall publicly bid and initiate construction of the reservoir and all appurtenant facilities within the reservoir site. The bid advertisement shall take place within 120 days of the date of execution of this agreement or as mutually agreed by the Parties.

5. FINANCIAL RESPONSIBILITY

- A. Developer-Riverside and Developer-Sutter agree to contribute a 65 percent share of the total cost of the 5MG reservoir. The contribution may be comprised of cash, Fees, land and soft costs related to the development of the reservoir.
- B. All costs incurred by Developer-Riverside towards the development of the reservoir shall be acknowledged and attributed towards the Developers' 65 percent share of the total cost of the reservoir. The amount of Developer-Riverside's costs has been estimated at \$2,335,000, herein referred to as Initial Contribution. Exhibit F provides an itemized list of known and eligible costs to date. Any additional costs proposed for consideration shall be audited and approved by the District. Reconciliation of this amount, based on grading expense for ongoing field activities, shall be documented to the District's satisfaction, including satisfactory documentation of prevailing wage rates. The known costs include:

- (i) Value of undeveloped reservoir site.
 - (ii) Design costs associated with the development of the technical plans and specifications for the reservoir.
 - (iii) Geotechnical costs incurred in the development of the finished pad.
 - (iv) Grading costs incurred in the development of the finished pad.
 - (v) Construction of the 24 inch diameter transmission pipeline.
- C. District agrees to pay 35 percent of the total project costs representing the oversizing component of the 5 MG reservoir.
- D. District agrees to advance the Balance Amount for the reservoir, which shall be reimbursed to the District through the collection of the Fee as described below.
- E. Developer-Sutter, its heirs and assigns, shall pay the Fees to the District at the time of connection of each and every lot within Parcel Map 32269. The current calculation of the Fee is shown on the attached Exhibit E, titled Reimbursement Formula. The Fee may be amended by the District based on final and actual costs.
- F. Developer-Sutter agrees to execute and deliver to the EMWD Special Funding Division one or more "Disbursement Requests" in the manner and form provided for in the JCFA in a total combined amount equal to the total Fees for Parcel Map 32269. District shall not be responsible for ensuring that CFD reimburses the fees to Developer-Sutter or its assigns or heirs or that funds are available to be disbursed.
- G. If at the time of connection of the units within Developer-Sutter's tract, the associated Improvement Area CFD funds have not been funded or funds have been exhausted, the payment of the Fee shall be paid by Developer-Sutter their heirs and assigns. District shall not be responsible for ensuring the CFD reimburses the fees to Developer-Sutter or its assigns or heirs or that funds are available to be disbursed.
- H. If at the time a request is made for reimbursement for facilities associated with the proportionate share of the reservoir attributable to Developer-Riverside, Improvement Area 3 has not been funded or the funds are insufficient to accommodate the requested reimbursement, District shall not be responsible for ensuring that CFD reimburses Developer-Riverside or its assigns or heirs or that funds are available to be disbursed.
- I. Developer-Sutter shall provide a copy of the attached Disclosure Notice (Exhibit C) to each subsequent buyer of a lot burdened by the Fee at the time of sale and require the same Disclosure Notice be provided to each buyer of such lot.
- J. Upon completion of reservoir and reconciliation of the costs, District shall submit a Disbursement Request to Menifee Union School District Community Facilities District No. 2011-1, certifying that the amount requested by Developer-Riverside as well as its assigns and heirs for Fees is due and payable, has not formed the basis of prior request or payment, and is being made with respect to the connection of the property to the

EMWD system. District will not be responsible for ensuring that Menifee Union School District Community Facilities District No 2011-1 disburses the requested funds to Developer-Riverside or its assigns and heirs or that funds are available to be disbursed.

- K. District shall, upon payment of the Fee and connection of each residential unit within Developer-Sutter's Parcel Map 32699, submit a Disbursement Request to Menifee Union School District Community Facilities District No. 2011-1, certifying that the amount requested by Developer-Sutter as well as its assigns and heirs for Fees is due and payable, has not formed the basis of prior request or payment, and is being made with respect to the connection of the property to the EMWD system. District will not be responsible for ensuring that Menifee Union School District Community Facilities District No 2011-1 disburses the requested funds to Developer-Sutter or its assigns and heirs or that funds are available to be disbursed.
- L. District shall, upon receipt of Fees, reimburse Developer-Riverside its proportionate share and retain the District's proportionate share until District and Developer-Riverside have been fully reimbursed, in accordance with the Reimbursement Formula.
- M. The proportionate share for District and Developer-Riverside of each unit's Fee collected within Parcel Map 32669 shall be calculated pursuant to the Reimbursement Formula based on the final, reconciled and audited expenses contributed by each party.
- N. District and Developers hereby agree that should the number of EDUs anticipated to be installed within the Special Benefit Area differ from those identified on Exhibit D, District, at its sole timing and discretion, reserves the right to adjust the Fee calculation used in the Reimbursement Formula by an amount necessary to ensure full recovery and reimbursement to both District and Developer-Riverside of their respective proportionate shares, in accordance with the Reimbursement Formula.

6. ENTIRE AGREEMENT

This Agreement supersedes any and all prior agreements and amendments to said agreements, in their entirety, with the exception of the JCFA identified above within "Recitals". Upon execution of this Agreement, any and all prior agreements and amendments thereto, shall terminate and be of no further force or effect.

7. INDEMNIFICATION

District, its agents, officers and employees shall not be liable to Developer, nor to any third party, for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injuries or death caused by, or resulting from, or claimed to have been caused by or resulting from, or in any way connected with this Agreement Developer-Riverside's work with respect to the reservoir site ("Claims").

Developers hereby agree to indemnify and hold harmless and defend District and its authorized agents, officers and employees against any of the foregoing liabilities, Claims and/or any cost or expense that is incurred by District on account of any of the foregoing

liabilities, including liabilities or claims by reason of Developer's actions or equipment provided in performance of this Agreement Claims.

8. PREPARATION OF THIS AGREEMENT

This Agreement shall not be construed against the Party preparing it, but shall be construed as if all Parties prepared it.

9. PURPOSE OF CAPTIONS

Captions of Paragraphs are for convenience purposes only and are not part of this Agreement.

10. BINDING EFFECT

This Agreement is binding of the heirs, representatives, successors, and assigns of the Parties hereto.

11. TIMELINESS

Time is of the essence of each and every term, condition, obligation and provision hereof.

12. SEVERABILITY

If any portion of this Agreement is declared by a court of law to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

13. FORCE MAJEURE

District shall not be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, earthquakes, floods, fires, epidemics, riots, labor disputes, failures or delay in transportation or communication, or any act or failure to act by the other party or such other party's employees agents or contractors.

14. GOVERNING LAW

This Agreement and the rights of the parties under this Agreement shall be governed by and enforced in accordance with the laws of the State of California. Venue of any action brought hereunder will be in Riverside County, California, and the parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

15. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

16. AMENDMENTS

It is understood that any alteration or variation of the terms of this Agreement will not be valid unless made in writing and signed by both parties.

17. TERM

This Agreement shall remain in effect until such time it is terminated by the mutual agreement of the Parties or until all reimbursement obligations have been fulfilled.

18. NOTICES

Any notice required by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or mailed in the United States mail addressed as follows:

Eastern Municipal Water District

Eastern Municipal Water District
Post Office Box 8300
Perris, CA 92572-8300
Attn: General Manager

Developer-Sutter

Sutter Mitland 01, LLC
3200 Park Center Drive, Suite 100
Costa Mesa, CA 92626

Developer-Riverside

Riverside Mitland Investor 03, LLC
3200 Park Center Drive, Suite 100
Costa Mesa, CA 92626

19. AUTHORITY

Each party signing this Agreement represents and warrants that it has the requisite power and authority to enter into the terms of this Agreement. Parties represent and warrant that all requisite proceedings required to be taken to make, deliver and carry out the terms of this Agreement have been duly and properly taken, and that no further consent of any person or governing body is required in connection with the execution and delivery of or performance of obligations under this Agreement. Any individual signing this Agreement on behalf of any person or entity represents and warrants that he or she has full power and authority to do so.

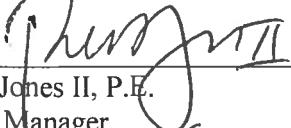
20. WAIVER

The waiver by either party of any breach of this Agreement shall not bar the other party from enforcing any subsequent breach thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

EASTERN MUNICIPAL WATER DISTRICT

By: 
Paul D. Jones II, P.E.
General Manager

Dated: 1/7/16

ATTEST: 

SUTTER MITLAND 01, LLC,
a Delaware limited liability company

By: 

Name: William B. Seith

Title: Secretary

Dated: 1/5/16

RIVERSIDE MITLAND, INVESTOR 03, LLC ,
a Delaware limited liability company

By: 

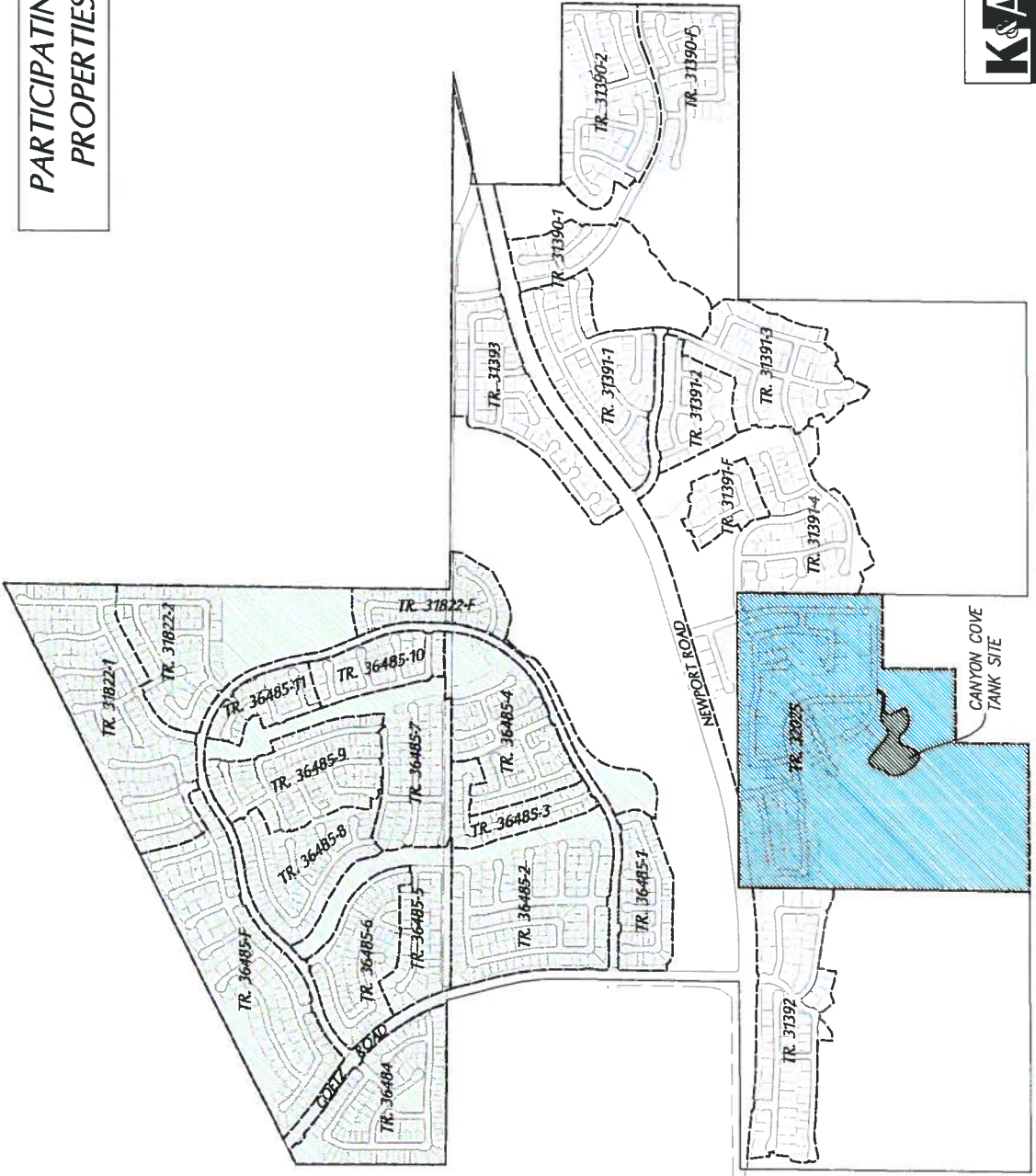
Name: William B. Seith

Title: Secretary

Dated: 1/5/16

EXHIBIT A
PARTICIPATING PROJECTS MAP

**PARTICIPATING
PROPERTIES**



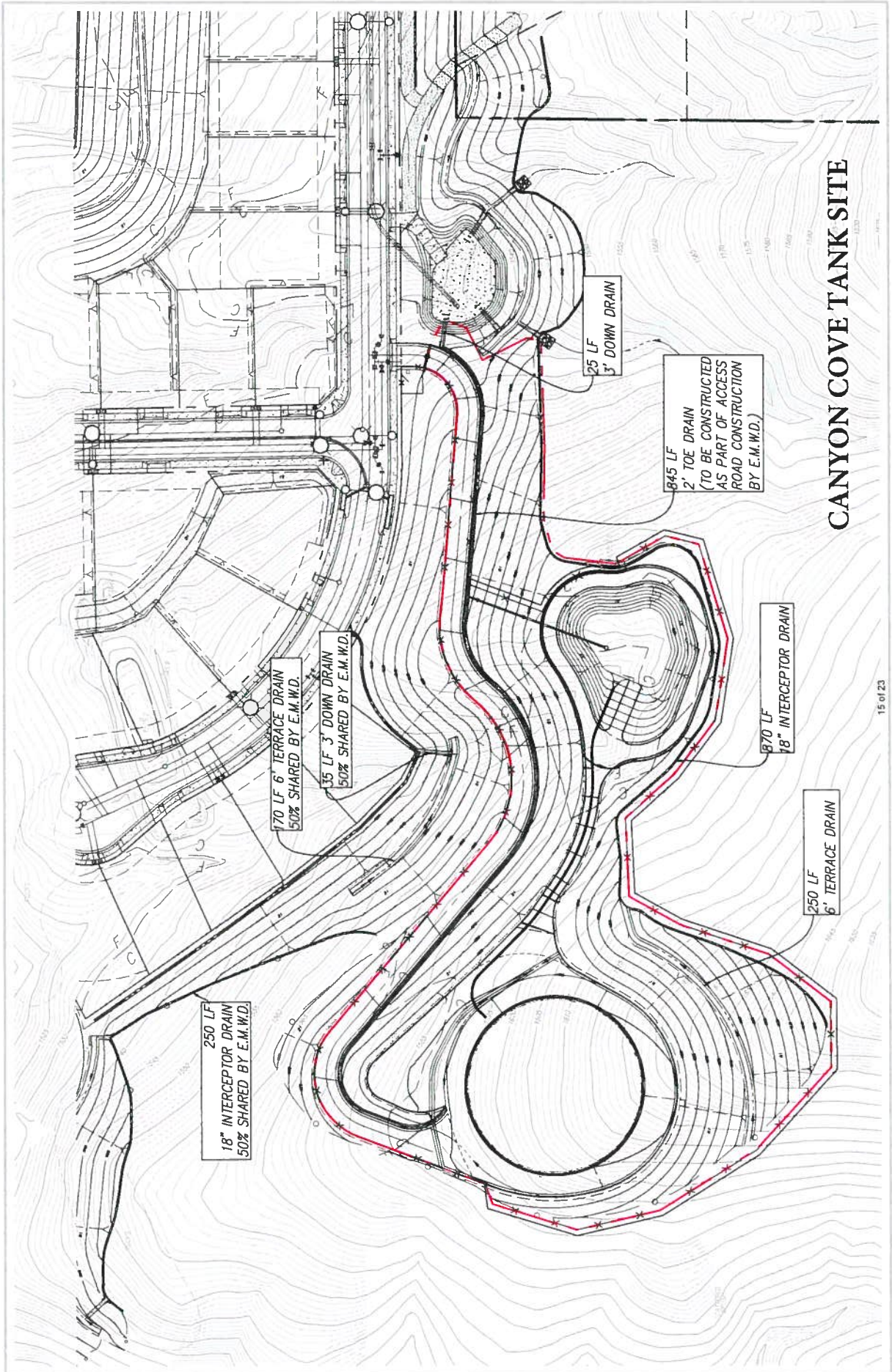
LEGEND

- SUTTER MITLAND
- RIVERSIDE MITLAND

1,000' 0' 1,000'

SCALE 1"=1,000'

EXHIBIT B
PLAT OF RESERVOIR SITE



CANYON COVE TANK SITE

EXHIBIT C
DISCLOSURE NOTICE

DISCLOSURE NOTICE
EASTERN MUNICIPAL WATER DISTRICT
SPECIAL BENEFIT SURCHARGE

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:
Tract _____, a subdivision of Parcel Map 32269

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING INTO A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE YOU THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

- (i) The property is subject to a Special Benefit Area Connection Fee, currently estimated at \$3,321 per Equivalent Dwelling Unit.
- (i) The Fee is due at the time of connection of each unit, unless it has been funded previously pursuant to the AGREEMENT TO FORM A SPECIAL BENEFIT ASSESSMENT DISTRICT TO FUND THE CANYON COVE, TRACT 32025, 5 MILLION GALLON RESERVOIR
- (iii) The Fee may be reimbursed from CFD funds, if available, from Menifee Unified School District No. CFD 2001-1, from the Other Facilities Account of the Improvement Fund to finance EMWD Facilities; and
- (iv) Upon payment of the Fee, and submittal of a reimbursement request to EMWD's Special Funding Division, EMWD will be responsible for submitting a Disbursement Request to Menifee Unified School District Community Facilities District No. 2011-1 certifying that the amount requested by the payer for EMWD Fees is due and payable, has not formed the basis of prior request or payment, and is being made with respect to the connection of the property to the EMWD system. EMWD will not be responsible for ensuring that Menifee Unified School District Community Facilities District No. 2011-1 disburses the requested funds to the requestor or that funds are available to be disbursed.

I (WE) ACKNOWLEDGE THAT I (WE) HAVE READ THIS NOTICE AND RECEIVED A COPY OF THIS NOTICE PRIOR TO ENTERING INTO A CONTRACT TO PURCHASE OR DEPOSIT RECEIPT WITH RESPECT TO THE ABOVE REFERENCED PROPERTY. I (WE) UNDERSTAND THAT I (WE) MAY TERMINATE THE CONTRACT TO PURCHASE OR DEPOSIT RECEIPT WITHIN THREE DAYS AFTER RECEIVING THIS NOTICE IN PERSON OR WITHIN FIVE DAYS AFTER IT WAS DEPOSITED IN THE MAIL BY GIVING WRITTEN NOTICE OF THAT TERMINATION TO THE OWNER, SUBDIVIDER, OR AGENT SELLING THE PROPERTY.

DATE: _____

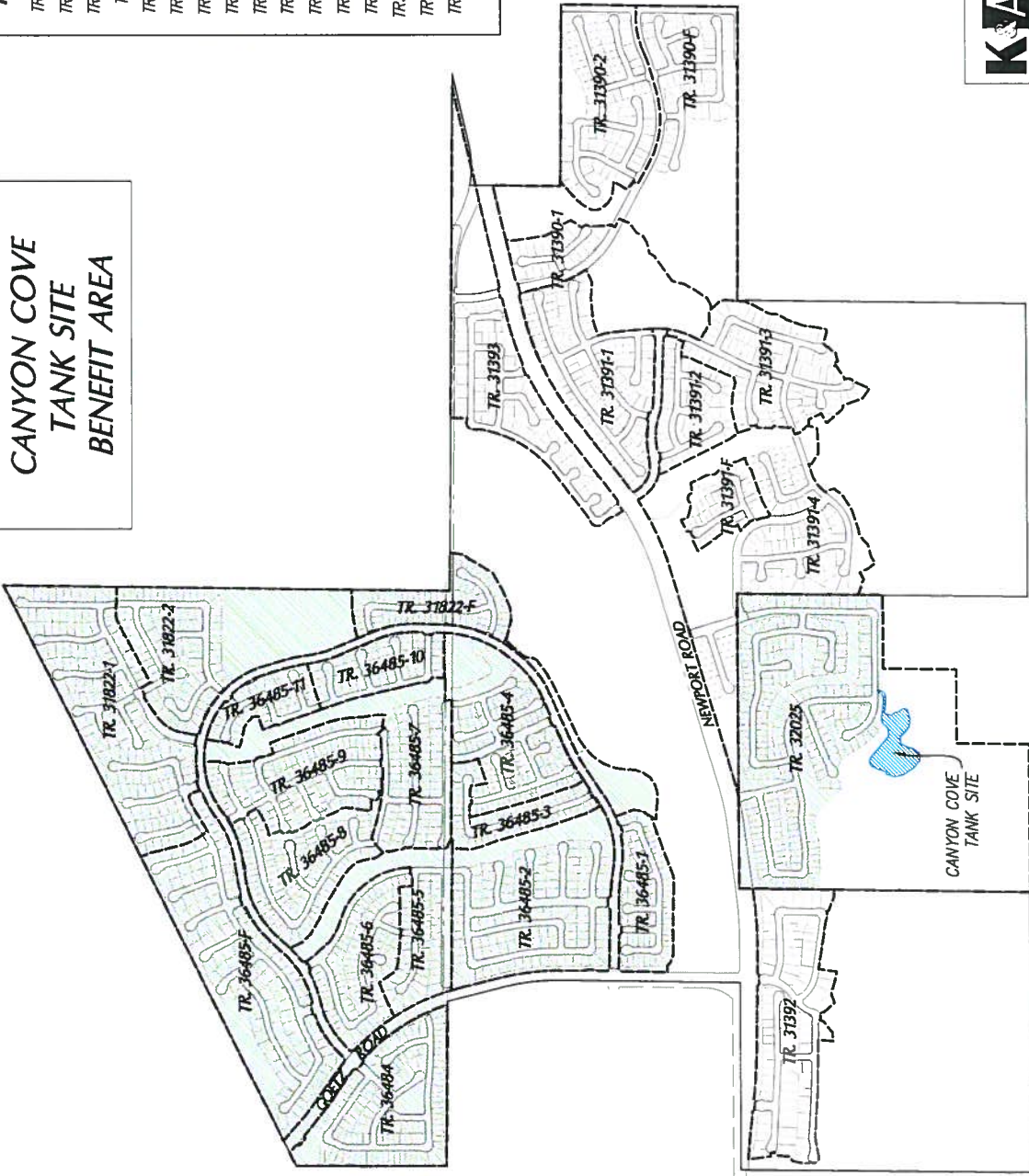
BUYER _____

BUYER _____

EXHIBIT D
SPECIAL BENEFIT AREA MAP

**CANYON COVE
TANK SITE
BENEFIT AREA**

TRACT	EDU'S
TR 31822-1	147
TR 31822-2	90
TR 31822-F	64
TR 36484	109
TR 36485-1	70
TR 36485-2	129
TR 36485-3	52
TR 36485-4	102
TR 36485-5	51
TR 36485-6	86
TR 36485-7	72
TR 36485-8	93
TR 36485-9	126
TR 36485-10	43
TR 36485-11	36
TR 36485-F	114
TOTALS	1,384



LEGEND

- BENEFIT AREA
- CANYON COVE TANK SITE

1,000' 0' 1,000'

SCALE 1"=1,000'

EXHIBIT E
REIMBURSEMENT FORMULA

REIMBURSEMENT FORMULA

A. Share of Reservoir Cost

		Current Estimates and Illustration
1. Actual Reservoir Cost ("ARC")	= x	\$ 8,088,000
2. Audie Murphy Ranch share of ARC	= .65x	\$ 5,257,000
3. EMWD share of ARC	= .35x	\$ 2,831,000
4. Audie Murphy Ranch share will be provided initially through:		
(a) Contribution of land, etc. per §5.B by Riverside Mitland Investor 03 ("RMI Share")	= y	\$ 2,335,000
(b) Contribution of cash by EMWD referred to in §4.D ("Balance Amount")	= .65x-y	\$ 2,932,000

B. Calculation of Special Benefit Surcharge

5. Calculation of Special Benefit Surcharge Fee equals .65x divided by total EDUs in Tract 32025 (198) and Parcel Map 32269 (1385) ("Total EDUs")	= .65x ÷ Total EDUs	\$3,321.00 per EDU
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C. Reimbursement of RMI Share and Balance Amount

6. (a) RMI Share to be repaid by Fees funded through CFD for 198 lots within Tract 32025 ("Tract 32025 Fees") and a proportionate share of Fees collected within Parcel Map 32269 ("PM 32269 Fees")	Tract 32025 Fees = 198 x Fee per EDU	\$657,558.00
	PM 32269 Fees = 1,385 x Fee per EDU	\$4,599,585.00
(b) Balance Amount to be repaid to EMWD from a proportionate share of the PM 32269 Fees collected		
(i) RMI's proportionate share of PM 32269 Fees	= $\frac{y - \text{Tract 32025 Fees}}{\text{PM 32269 Fees}}$	36.46%
(ii) EMWD's proportionate share of PM 32269 Fees	= $\frac{\text{Balance Amount}}{\text{PM 32269 Fees}}$	63.54%

EXHIBIT F
DEVELOPER RIVERSIDE INITIAL CONTRIBUTION

Exhibit F
Initial Contribution
Canyon Cove - AMRS
Reservoir Site Development cost
October 21, 2015

Item	Amount	Date of Audit
Grading	\$1,292,364.00	TBD
Plan Check, Grading Inspection	\$220,559.00	TBD
Technical Drawings, Geotech, Other	\$641,922.00	TBD
Reservoir Site Land	<u>\$180,000.00</u>	TBD
Total Investment by South	\$2,334,845.00	

Notes:

All work proposed for consideration is to be performed at prevailing wage

All reimbursable items to be audited and documented by District