



CSCDA
CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY



**AGENDA OF THE
REGULAR MEETING OF THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

June 18, 2015

10:00 a.m.

**California State Association of Counties
1100 K Street, 1st Floor
Sacramento, California**

County of Monterey
168 West Alisal Street
Salinas, CA 93901

County of Butte
7 County Center Drive
Oroville, CA 95965

County of Yuba
915 8th Street, Suite 103
Marysville, CA 95901

- I. Call the Roll (alternates designate which member they are representing).
- II. Consideration of the Minutes of the June 4, 2015 Regular Meeting.
- III. Staff Updates.
- IV. Consideration of the financing; all necessary actions; the execution and delivery of all necessary documents and authorize any member to sign all necessary financing documents for the following:
 - a. Hanford 2015 Community Partners, LP (Amberwood Apartments I & II), City of Hanford, County of Kings; up to \$5,000,000 in revenue bonds. (Caitlin Lancot)

This ___ page agenda was posted at 1100 K Street, Sacramento, California on _____, 2015 at __: __ m,
Signed _____. Please fax signed page to (925) 933-8457.

- V. Consideration of a resolution authorizing the execution and delivery of supplemental bond indentures relating to the CSCDA Revenue Bonds (Daughters of Charity Health System), Series 2014A, 2014B and 2014C. (Scott Carper)
- VI. Consideration of waiver letter for the Casa Grande Apartments. (Caitlin Lanctot)
- VII. CFD No. 2015-01 (University District), City of Rohnert Park, County of Sonoma (Scott Carper)
- a. Conduct proceeding with respect to CFD No. 2015-01 (University District), City of Rohnert Park, County of Sonoma:
 - i. Open Public Hearing.
 - ii. Close Public Hearing.
 - b. Consider the following resolutions relating to the formation of and special election within CFD No. 2015-01 (University District):
 - i. Resolution of formation establishing CFD No. 2015-01 (University District) and providing for the levy of a special tax to finance the construction and acquisition of certain public facilities and certain development impact fees;
 - ii. Resolutions deeming it necessary to incur bonded indebtedness to finance certain development impact fees and the acquisition and construction of certain public facilities, and to mitigate the impacts of development within CFD No. 2015-01 (University District), Improvement Area No. 1 and Improvement Area M.
 - iii. Resolutions calling special mailed-ballot election within CFD No. 2015-01 (University District), Improvement Area No. 1 and Improvement Area M.
 - c. Conduct proceeding with respect to CFD No. 2015-01 (University District):
 - i. Conduct special elections within CFD No. 2015-01 (University District), Improvement Area No. 1 and Improvement Area M.
 - d. Consider the following resolutions relating to the special election within CFD No. 2015-01 (University District):
 - i. Resolutions declaring results of special election within CFD No. 2015-01 (University District), Improvement Area No. 1 and Improvement Area M.
 - e. Conduct first reading of the following ordinances:
 - i. Ordinances levying a special tax for fiscal year 2015-16 and following relating to CFD No. 2015-01 (University District), Improvement Area No. 1 and Improvement Area M.
- VIII. CFD No. 2015-01 (Rio Bravo), City of Bakersfield, County of Kern: (Scott Carper)
- a. Consider the following resolutions for the creation of CFD No. 2015-01 (Rio Bravo), City of Bakersfield, County of Kern:
 - i. Resolution of intent to establish CFD No. 2015-01 (Rio Bravo) and to levy a special tax to finance the construction and acquisition of certain public facilities; and
 - ii. Resolution to incur bonded indebtedness to finance the acquisition and construction of certain public facilities, to mitigate the impacts of development within CFD No. 2015-01 (Rio Bravo) and calling for a public hearing.
- IX. Statewide Community Infrastructure Program (SCIP) Assessment Districts: (Scott Carper)

- a. Consider the following resolutions for separate Statewide Community Infrastructure Program (SCIP) Assessment Districts:
 - i. Resolutions of intent to finance the payment of public infrastructure and/or development impact fees, including approval of proposed boundary maps; and
 - ii. Resolutions preliminarily approving engineer's reports, setting public hearings of protests for August 6, 2015, and providing property owner ballots.
- X. Consideration of CSCDA Bank Account Administration and Disbursement Policy. (Cathy Bando)
- XI. Consideration of CSCDA guidelines and standard document provisions for 501(c)(3) borrowers and document execution policies for all borrowers. (Cathy Bando)
- XII. Consideration of Intellectual Property License, Royalty and Administrative Agreement by and among the California Statewide Communities Development Authority, the California State Association of Counties (CSAC) and the League of California Cities and Acknowledgement of an Assignment of Contract between CSAC and CSAC Finance Corporation. (Cathy Bando)
- XIII. Public Comment.
- XIV. Adjourn.



**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
CONSENT CALENDAR**

1. Consent Calendar:

- a. Approval of Wells Fargo Corporate Trust Services Invoice #1184340 for \$900.00 for trustee fees related to CSCDA CRA/ERAF Program Series 2005.
- b. Approval of East Niles Community Services District as a Program Participant.

Thursday, June 18, 2015

Note: Persons requiring disability-related modification or accommodation to participate in this public meeting should contact (925) 933-9229, extension 225.

II. Consideration of the Minutes of the June 4th Regular Meeting.

**REGULAR MEETING OF THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA)**

League of California Cities
1400 K Street, Sacramento, California

June 4, 2015

MINUTES

Commission Chair Larry Combs called the meeting to order at 10:02 a.m.

I. Roll Call

Commission members present: Larry Combs, Kevin O'Rourke and Dan Harrison.
Commission members participating by conference telephone: Tim Snellings and Alternate Commissioner Ron Holly representing Commissioner Terry Schutten. Commissioner Dan Mierzwa attended as a member of the public via conference telephone.

CSCDA Executive Director Catherine Bando present.

Others present: Caitlin Lanctot, GPM Municipal Advisors; Norman Coppinger, League of California Cities; Graham Knaus and Dorothy Holzem, California State Association of Counties; James Hamill and Jon Penkower, Bridge Strategic Partners; and Mark Paxson, State Treasurer's Office. Mercedes Baumbach and Scott Carper, GPM Municipal Advisors participated by conference telephone.

II. Approval of Minutes

The commission approved the minutes of the meeting held May 21, 2015.

Motion by Harrison; second by O'Rourke; unanimously approved by roll-call vote.

III. Staff Updates.

Executive director Catherine Bando announced the transition of CSCDA's program management is underway and an email announcing the transition was sent to over 500 contacts on June 1. Executive director Bando indicated she and the new program managers met with US Bank representatives to discuss CSCDA's accounts/authorization process and that she anticipates agreements with the League of California Cities and California State Association of Counties will be ready for the June 18 CSCDA meeting. Commission chair Larry Combs thanked executive director Bando and others for their work on the transition.

IV. Approval of Consent Calendar

The commission approved by consent:

1. Approval of the following Invoices for payment:

- a. Wells Fargo Corporate Trust Services Invoice #1192949 for \$3,500.00 for trustee fees related to CSCDA CRA/ERAF Program 2006.
- b. Wells Fargo Corporate Trust Services Invoice #1193164 for \$3,000.00 for trustee fees related to CSCDA SCIP 2014A bonds.

Motion by Harrison; second by Holly; unanimously approved by roll-call vote.

V. Financing Approval

The commission approved the financing; all necessary actions; the execution and delivery of all necessary documents; and authorized any member to sign all necessary financing documents for following projects:

- a. Brethren Manor Senior Care, L.P. (Brethren Manor), City of Long Beach, County of Los Angeles; up to \$19 million in multi-family housing revenue bonds.

Motion by Snellings; second by O'Rourke; unanimously approved by roll-call vote.

- b. Adventist Health System, City of Hanford, County of Kings, City of Selma, County of Fresno, unincorporated St. Helena, County of Napa, City of Roseville County of Placer; up to \$230 million in revenue bonds.

Motion by O'Rourke; second by Harrison; unanimously approved by roll-call vote.

- c. LIH Liberty Village LP, (Liberty Village Apartments), City of Richmond, County of Contra Costa; up to \$14 million in multi-family housing revenue bonds.

Motion by Holly; second by Harrison; unanimously approved by roll-call vote.

- d. IH Savannah West Sac, LLC (The Savannah at Southport), City of West Sacramento, County of Yolo; up to \$35 million in multi-family housing revenue bonds.

Motion by Snellings; second by O'Rourke; unanimously approved by roll-call vote.

VI. Public Comments

No public comments were made.

VII. Adjournment

Commission Chair Combs adjourned the meeting at 10:26 a.m.

Submitted by: Norman Coppinger, Assistant to the Secretary

*The next regular meeting of the commission is scheduled for
Thursday, June 18, 2015, at 10:00 a.m.
in the California State Association of Counties Office at 1100 K Street, Sacramento, CA.*

- IV. Consideration of all the financing; all necessary actions; the execution and delivery of all necessary documents and authorize any member to sign all necessary financing documents for the following:
 - a. Hanford 2015 Community Partners, LP (Amberwood Apartments I & II), City of Hanford, County of Kings; up to \$5,000,000 in revenue bonds.
(Caitlin Lanctot)

SUMMARY AND APPROVALS

DATE:	JUNE 18, 2015
APPLICANT:	HANFORD 2015 COMMUNITY PARTNERS, LP/WNC COMMUNITY PRESERVATION PARTNERS
AMOUNT:	UP TO \$5,000,000 OF MULTI-FAMILY HOUSING REVENUE BONDS
PURPOSE:	FINANCE THE ACQUISITION AND REHABILITATION OF THE AMBERWOOD APARTMENTS I AND II LOCATED AT 11280 AND 10960 OAKVIEW DRIVE, HANFORD, CA
CSCDA PROGRAM:	HOUSING

Background:

The proposed project, Amberwood Apartments I & II (the “Project”), is an 88-unit property located in Hanford, California. The Project application was filed on December 17, 2014 and induced on January 15, 2015.

Summary:

Hanford 2015 Community Partners LP (the “Borrower”) has requested CSCDA to issue and deliver multifamily housing revenue obligations in the anticipated principal amount of \$5,000,000 (the “Bonds”) for the purpose of financing the acquisition and rehabilitation of the Project. The Project will continue to provide 10 one-bedroom units, 53 two-bedroom units, and 23 three-bedroom units to families in Hanford.

The Project is located on 6.6 acres in the city of Hanford and consists of 15 two-story residential buildings. Amenities include 2 offices, 3 laundry facilities, a maintenance shop and storage. Additional common area amenities include 2 playgrounds, a picnic area and basketball court. The rehabilitation will focus on replacing bathroom and kitchen vanities, countertops, plumbing, HVAC systems, appliances and flooring in addition to new interior paint. Construction is expected to commence in July and take approximately 9 months to complete.

Public Benefit:

- Project Affordability
 - 100% of the Project’s units will be income restricted:
 - 18 units reserved for tenants whose income is at or below 50% AMI
 - 68 units reserved for tenants whose income is at or below 60% AMI
 - 2 manager unit
 - The term of the income and rental restrictions for the Project will be at least 55 years
- Site Amenities
 - The Project is located within a public transit corridor

- The Project is located within a ½ mile of a grocery store
- Economic Benefits
 - Based upon \$7,554,689 Project costs using a 1.8 multiplier the Project produces approximately \$13,598,440 total economic activity, and at 2.1 jobs per unit produces approximately 185 jobs. (Multipliers based on June 2010 study by Blue Sky Consulting Group and Center for Housing Policy on impact of housing in California using IMPLAN system.)

Agency Approvals:

TEFRA Hearing: February 3, 2015, City of Hanford, unanimously approved
CDLAC Allocation: March 18, 2015

Estimated Sources and Uses:

Sources:

Tax Exempt Bond Proceeds	\$4,300,000	56.92%
Developer Equity	\$474,404	6.28%
Low Income Housing Tax Credit Equity	\$610,454	8.08%
Public Funds	\$1,861,372	24.64%
<u>Other</u>	<u>\$308,459</u>	<u>4.08%</u>
Total Sources	\$7,554,689	100.00%

Uses:

Acquisition Cost	\$2,645,000	35.01%
Hard Constriction Costs	\$2,534,400	33.55%
Architect & Engineering Fees	\$160,000	2.12%
Construction Contingency	\$220,000	2.91%
Developer Fee	\$839,125	11.11%
Relocation	\$10,000	0.13%
Legal Fees, Appraisals	\$180,000	2.38%
Reserves	\$256,000	3.39%
Construction Interest, Perm Financing	\$448,608	5.94%
<u>Other Soft Costs</u>	<u>\$261,556</u>	<u>3.46%</u>
Total Uses	\$7,554,689	100.00%

Finance Team:

- Bond Counsel: Orrick, Herrington & Sutcliffe, LLP, San Francisco
- Authority Counsel: Orrick, Herrington & Sutcliffe, LLP, Sacramento
- Lender: Rabobank, N.A., Visalia

Financing Structure:

The construction bonds will have a term of 18 months and will carry a variable interest rate of LIBOR plus 2.5%. The Bonds will then convert to the permanent phase for 40 years. The projected true interest cost of the fixed rate loan under current market conditions is estimated to be 5.75%.

Policy Compliance:

The Project complies with the following policies:

- CSCDA General Policies
- CSCDA Issuance Policies
- CDLAC's Qualified Residential Rental Program Requirements

Executive Director Approval:

Based on the overall public benefits, approval of the issuance of Bonds by the City of Hanford, and conformance to the CSCDA Issuance Policies, the Commission recommends approval of the Resolution as submitted to the Commission, which:

1. Approves the issuance of the Bonds and the financing of the Project;
2. Approves all necessary actions and documents for the financing; and
3. Authorizes any member of the Commission or Authorized Signatory to sign all necessary documents.

Attachments:

1. Original application

Applicant Information

Primary Contact E-mail: kbuckland@wncinc.com

Name of Developer: **Community Preservation Partners, LLC**

TIN or EIN: **87-0724333**

Primary Contact

First Name: **Karen**

Last Name: **Buckland**

Title: **Director - Community Preservation**

Address:

Street: **17782 Sky Park Circle**

Suite:

City: **Irvine**

State: **California**

Zip: **92614**

Phone: **949-236-8135**

Ext:

Fax: **714-662-6834**

Email: **kbuckland@wncinc.com**

Borrower Description:

☐ Same as developer ?

Name of Borrowing Entity: **TBD**

Type of Entity:

☐ For-profit Corporation

☐ Non-profit Corporation

☒ Partnership

☐ Other (specify)

☐ Will you be applying for State Volume Cap?

Date Organized: **TBD**

No. of Multi-Family Housing Projects Completed in the Last 10 Years: **54**

No. of Low Income Multi-Family Housing Projects Completed in the Last 10 Years: **54**

Secondary Contact

First Name:

Last Name:

Title:

Address:

Street :

Suite:

City:

State:

Zip:

Phone:

Ext:

Fax:

Email:

Primary Billing Contact

Organization: **Community Preservation Partners, LLC**

First Name: **Karen**

Last Name: **Buckland**

Title: **Director - Community Preservation**

Address

Street: **17782 Sky Park Circle**

Suite:

City: **Irvine**

State: **California**

Zip: **92614**

Phone: **949-236-8135**

Ext:

Fax: **714-662-6834**

Email: **kbuckland@wncinc.com**

Project Information

Project Information

Project Name: **Amberwood I & II Apartments**

New Project Name(optional):

Facility Information

Facility #1

Facility Name: **Amberwood I & II Apartments**

Facility Bond Amount: \$4,300,000.00

Project Address:

Street or general location: **10960, 11280 Oakview Drive**

City: **Hanford**

State: **California**

Zip: **93230**

County: **Kings**

Is Project located in an unincorporated part of the County? ☐ Y ☒ N

Total Number of Units:

Market:

Restricted: **88**

Total: **88**

Lot size: **6.6 acres**

Amenities:

Unit Amenities: Range, Refrigerator, Blinds and Patio. Project Amenities: On-site Management and Maintenance, Laundry Facility, Playground, Basketball Court and Picnic Area.

Type of Construction (i.e., Wood Frame, 2 Story, 10 Buildings):

15 two-story walk up buildings and 2 one-story accessory buildings, wood frames, concrete slab on grade with painted stucco and T-111 exterior finishes. The roofs are gabled with asphalt shingles.

Type of Housing:

☐ New Construction

☒ Acquisition/Rehab

Facility Use:

☒ Family

☐ Senior

Is this an Assisted Living Facility? ☐

Has the City or County in which the project is located been contacted? If so, please provide name, title, telephone number and e-mail address of the person contacted:

Name of Agency:

First Name:

Last Name:

Title:

Phone:

Ext:

Fax:

Email:

Public Benefit Info:

Percentage of Units in Low Income Housing: 100

Percentage of Area Median Income(AMI) for Low Income Housing Units: 100

Total Number of Management Units: 2

#	Bedrooms (Unit Size)	%AMI	No. of restricted units	Restricted rent	Market rent	Expected savings
1.	1 Bedroom	50	3	513.00	600.00	
2.	1 Bedroom	60	7	540.00	600.00	60.00
3.	2 Bedrooms	50	16	616.00	720.00	104.00
4.	2 Bedrooms	60	38	648.00	720.00	72.00

5.

	3 Bedrooms	50	7	711.00	800.00	89.00
6.	3 Bedrooms	60	17	720.00	800.00	80.00

Note: Restricted Rent must be least 10% lower than Market Rent and must be lower than the HUD Rent limit.

Government Information

Project/Facility is in:

Congressional District #:	State Senate District #:	State Assembly/House of Representatives District #:
21	14	32

Financing Information

Financing Information

Maturity **40** Years

Interest Rate Mode:

☒ Fixed

☐ Variable

Type of Offering:

☐ Public Offering

☒ Private Placement

☐ New Construction

☐ Acquisition of Existing Facility

☐ Refunding

(Refunding only) Will you be applying for State Volume Cap? ☐ Yes ☐ No

Is this a transfer of property to a new owner? ☐ Yes ☐ No

Construction Financing:

☐ Credit Enhancement

☒ None

☐ Letter of Credit

☐ Other (specify)

Name of Credit Enhancement Provider or Private Placement Purchaser:

Permanent Financing:

☐ Credit Enhancement

☐ None

☐ Letter of Credit

☐ Other (specify)

Name of Credit Enhancement Provider or Private Placement Purchaser:

Expected Rating:

☒ Unrated

Moody's:

S&P:

Fitch:

Projected State Allocation Pool:

☒ General ☐ Mixed Income ☐ Rural

Will the project use Tax-Credit as a source of funding? ☒ Y ☐ N

Sources and Uses

Sources and Uses

Sources Of Funding

Tax-Exempt Bond Proceeds:	<u>\$4,300,000.00</u>
Taxable Bond Proceeds:	<u>\$</u>
Projected Tax Credits:	<u>\$2,070,020.00</u>
Developer Equity:	<u>\$35,045.00</u>
Other Funds (Describe):	
NOI	<u>\$145,125.00</u>
Existing Replacement Reserves	<u>\$78,709.00</u>
Existing USDA RD 515 Loan	<u>\$1,861,372.00</u>
	<u>\$</u>
	<u>\$</u>
Total Sources:	<u>\$8,490,271.00</u>

Uses:

Land Acquisition:	<u>\$495,000.00</u>
Building Acquisition:	<u>\$2,100,000.00</u>
Construction or Remodel:	<u>\$2,950,200.00</u>
Cost of Issuance:	<u>\$82,734.00</u>
Capitalized Interest:	<u>\$145,125.00</u>
Reserves:	<u>\$254,000.00</u>
Other Uses (Describe):	
Legal and Professional	<u>\$165,000.00</u>
Financing Costs	<u>\$354,331.00</u>
Developer Fee	<u>\$833,781.00</u>
Misc Soft Costs	<u>\$135,100.00</u>
Loan Take Out	<u>\$975,000.00</u>
Total Uses:	<u>\$8,490,271.00</u>

Financing Team Information

Bond Counsel

Firm Name: Orrick, Herrington & Sutcliffe, LLP

Primary Contact

First Name: Thomas

Last Name: Downey

Title: Special Counsel

Address:

Street: 405 Howard Street

Suite:

City: San Francisco

State: California

Zip: 94105

Phone: 415-773-5965

Ext:

Fax: 415-773-5759

Email: tdowney@orrick.com

Bank/Underwriter/Bond Purchaser

Firm Name: TBD

Primary Contact

First Name: TBD

Last Name: TBD

Title: TBD

Address:

Street: TBD

Suite:

City: TBD

State: California

Zip: 92614

Phone: 949-236-8135

Ext:

Fax:

Email: kbuckland@wncinc.com

Financial Advisor

Firm Name: N/A

Primary Contact

First Name: N/A

Last Name: N/A

Title: N/A

Address:

Street: N/A

Suite:

City: N/A

State: California

Zip: 92614

Phone: 949-236-8135

Ext:

Fax:

Email: kbuckland@wncinc.com

Rebate Analyst

Firm Name: TBD

Primary Contact

First Name: TBD

Last Name: TBD

Title: TBD

Address:

Street: TBD

Suite:

City: TBD

State: California

Zip: 92614

Phone: 949-236-8135

Ext:

Fax:

Email: kbuckland@wncinc.com

RESOLUTION NO. 15H-__

A RESOLUTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY AUTHORIZING THE ISSUANCE AND DELIVERY OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,000,000 FOR THE FINANCING OF A MULTIFAMILY RENTAL HOUSING DEVELOPMENT TO BE KNOWN AS AMBERWOOD APARTMENTS I & II; DETERMINING AND PRESCRIBING CERTAIN MATTERS AND APPROVING AND AUTHORIZING THE EXECUTION OF AND DELIVERY OF VARIOUS DOCUMENTS RELATED THERETO; RATIFYING ANY ACTION HERETOFORE TAKEN AND APPROVING RELATED MATTERS IN CONNECTION WITH THE BONDS.

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is authorized by the Joint Powers Act, commencing with Section 6500 of the California Government Code (the “JPA Law”), and its Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988, as the same may be amended (the “Agreement”), to issue revenue bonds for the purpose of financing, among other things, the acquisition, construction, development and rehabilitation of multifamily rental housing projects in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code (the “Housing Law”);

WHEREAS, Hanford 2015 Community Partners, LP, a California limited partnership, and entities related thereto (collectively, the “Borrower”), has requested that the Authority issue, sell, and deliver its California Statewide Communities Development Authority Multifamily Housing Revenue Bonds (Amberwood Apartments I & II) 2015 Series O (the “Bonds”) to assist in the financing of the acquisition, rehabilitation and development of two adjacent multifamily rental housing developments consisting of 88 total units, located in the City of Hanford, County of Kings, California, and known as the Amberwood Apartments I & II (collectively, the “Project”);

WHEREAS, on March 18, 2015, the Authority received an allocation in the amount of \$4,300,000 (the “Allocation Amount”) from the California Debt Limit Allocation Committee in connection with the Project;

WHEREAS, City of Hanford is a Program Participant (as defined in the Agreement) of the Authority and has authorized the issuance of the Bonds;

WHEREAS, the Authority is willing to issue not to exceed \$5,000,000 aggregate principal amount of Bonds, provided that the portion of such Bonds issued as federally tax-exempt obligations shall not exceed the Allocation Amount, and loan the proceeds thereof to the Borrower to assist in providing financing for the Project, which will allow the Borrower to reduce the cost of the Project and to assist in providing housing for low income persons;

WHEREAS, the Bonds will be privately placed with RABOBANK, N.A. (the “Bank”), as the initial purchaser of the Bonds, in accordance with the Authority’s private placement policy;

WHEREAS, there have been prepared and made available to the members of the Commission of the Authority (the “Commission”) the following documents required for the issuance of the Bonds, and such documents are now in substantial form and appropriate instruments to be executed and delivered for the purposes intended:

(1) Trust Agreement (the “Trust Agreement”) to be entered into between the Authority and the Bank, as bondowner representative (the “Bondowner Representative”);

(2) Loan Agreement (the “Loan Agreement”) to be entered into among the Authority, the Borrower and the Bank, as Bondowner Representative; and

(3) Regulatory Agreement and Declaration of Restrictive Covenants (the “Regulatory Agreement”) to be entered into between the Authority and the Borrower;

NOW, THEREFORE, BE IT RESOLVED by the California Statewide Communities Development Authority, as follows:

Section 1. The recitals set forth above are true and correct, and the members of the Commission hereby find them to be so.

Section 2. Pursuant to the JPA Law and the Trust Agreement, and in accordance with the Housing Law, the Authority is hereby authorized to issue one or more series of Bonds. The Bonds shall be designated as “California Statewide Communities Development Authority Multifamily Housing Revenue Bonds (Amberwood Apartments I & II) 2015 Series O,” including, if and to the extent necessary, one or more sub-series, with appropriate modifications and series and sub-series designations as necessary, in an aggregate principal amount not to exceed \$5,000,000; provided that the aggregate principal amount of any tax-exempt Bonds issued shall not exceed the Allocation Amount. The Bonds shall be issued in the form set forth in and otherwise in accordance with the Trust Agreement, and shall be executed on behalf of the Authority by the facsimile signature of the Chair of the Authority or the manual signature of any Authorized Signatory (as defined below), and attested by the facsimile signature of the Secretary of the Authority, or the manual signature of any Authorized Signatory. The Bonds shall be issued and secured in accordance with the terms of the Trust Agreement presented to this meeting, as hereinafter approved. Payment of the principal and purchase price of, and redemption premium, if any, and interest on, the Bonds shall be made solely from amounts pledged thereto under the Trust Agreement, and the Bonds shall not be deemed to constitute a debt or liability of the Authority or any Program Participant or Member of the Commission of the Authority (each, a “Member”).

Section 3. The Trust Agreement in the form presented at this meeting is hereby approved. Any Member, or any other person as may be designated and authorized to sign for the Authority pursuant to a resolution adopted thereby (including, without limitation, the administrative delegates duly authorized pursuant to Resolution No. 15R-11 of the Authority,

adopted on April 9, 2015) (together with the Members, each such person is referred to herein individually as an “Authorized Signatory”), acting alone, is authorized to execute by manual signature and deliver the Trust Agreement, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof. The date, maturity date or dates (which shall not extend beyond July 1, 2060), interest rate or rates (which shall not exceed 12%), interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption and other terms of the Bonds shall be as provided in the Trust Agreement as finally executed.

Section 4. The Loan Agreement in the form presented at this meeting is hereby approved. Any Authorized Signatory, acting alone, is authorized to execute by manual signature and deliver the Loan Agreement, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 5. The Regulatory Agreement in the form presented at this meeting is hereby approved. Any Authorized Signatory, acting alone, is authorized to execute by manual signature and deliver the Regulatory Agreement, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 6. The Authority is hereby authorized to sell the Bonds to the Bank pursuant to the terms and conditions of the Trust Agreement.

Section 7. The Bonds, when executed, shall be delivered to the Bondowner Representative for authentication and registration. The Bondowner Representative is hereby requested and directed to register the Bonds by executing the certificate of registration appearing thereon, and to deliver the Bonds, when duly executed and authenticated, to or at the direction of the purchasers thereof in accordance with written instructions executed and delivered on behalf of the Authority by an Authorized Signatory, which any Authorized Signatory, acting alone, is hereby authorized and directed to execute and deliver such instructions to the Bondowner Representative. Such instructions shall provide for the delivery of the Bonds to the purchasers thereof upon payment of the purchase price thereof.

Section 8. All actions heretofore taken by the officers and agents of the Authority with respect to the financing of the Project and the sale and issuance of the Bonds are hereby approved, ratified and confirmed, and any Authorized Signatory, acting alone, is hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, including but not limited to a tax certificate, loan related documents, an assignment of deed of trust, an endorsement, allonge or assignment of any note and such other documents as described in the Trust Agreement and the other documents herein approved, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds and to effectuate the purposes thereof and of the documents herein approved in accordance with this resolution and resolutions heretofore adopted by the Authority and otherwise in order to carry out the financing of the Project.

Section 9. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the issuance of the Bonds, including without limitation any of the foregoing that may be necessary or desirable in connection with any default under or amendment of such documents, any transfer or other disposition of the Project, any addition or substitution of security for the Bonds or any redemption of the Bonds, may be given or taken by any Authorized Signatory, as appropriate, without further authorization by the Commission, and each such officer is hereby authorized and directed to give any such consent, approval, notice, order or request and to take any such action that such officer may deem necessary or desirable to further the purposes of this Resolution and the financing of the Project; provided such action shall not create any obligation or liability of the Authority other than as provided in the Trust Agreement and other documents approved herein.

Section 10. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of June, 2015.

The undersigned Authorized Signatory of the California Statewide Communities Development Authority DOES HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on June 18, 2015.

By: _____
Authorized Signatory
California Statewide Communities
Development Authority

- V. Consideration of a resolution authorizing the execution and delivery of supplemental bond indentures relating to the CSCDA Revenue Bonds (Daughters of Charity Health System), Series 2014A, 2014B and 2014C. (Scott Carper)

SUMMARY AND RECOMMENDATIONS

APPLICANT:	DAUGHTERS OF CHARITY HEALTH SYSTEM
PURPOSE:	APPROVE SUPPLEMENTAL BOND INDENTURES
PRIMARY ACTIVITY:	HOSPITAL
PROGRAM:	501(C)(3) NONPROFIT CORPORATION

Background:

In July and August of 2014, CSCDA issued its Revenue Bonds (Daughters of Charity Health System), Series 2014A, Series 2014B and Series 2014C in the aggregate principal amount of \$125,000,000 (the “Bonds”) for the purpose of financing working capital for Daughters of Charity Health System (“DCHS”). The Bonds were originally purchased by, and the current beneficial owners of the Bonds are, entities for which Nuveen Asset Management LLC (“Nuveen”) has authority to make investment decisions. The scheduled maturity date of the Bonds is July 10, 2015. DCHS has negotiated the extension of the stated maturity of a portion of the Bonds and the amendment of certain other terms of the Bonds and the related bond indentures (the “Proposed Amendments”) with Nuveen.

The Proposed Amendments, if implemented, would do the following:

- Extend the scheduled maturity date of \$123,855,000 aggregate principal amount of the Bonds (the “Extended Bonds”) from July, 2015 to December, 2015.
- Adjust certain of the redemption terms of the Extended Bonds.
- Adjust the conditions that DCHS must satisfy in order to requisition amounts out of the working capital funds established under the bond indentures.

DCHS has now requested that CSCDA and U.S. Bank National Association, as bond trustee (the “Bond Trustee”) enter into three separate supplemental bond indentures (the “Supplemental Indentures”) to implement the Proposed Amendments. In order to implement the Proposed Amendments the written consent of (1) DCHS, (2) the beneficial owners of a majority in aggregate principal amount of the Bonds and (3) all beneficial owners the Extended Bonds must be delivered to the Bond Trustee. It will be a condition to the execution and delivery by CSCDA of the Supplemental Indentures that the required written consents are filed with the Bond Trustee.

DCHS are continuing to negotiate with potential interested parties and the extension is designed to give them additional time to reach an agreement.

Finance Team:

Orrick, Herrington & Sutcliffe, LLP has served as Bond Counsel as well as Issuer’s Counsel and has prepared all necessary document amendments.

Executive Director Recommendations:

It is recommended that this Commission approve the Resolution as submitted to the Commission, which:

1. Approves three supplemental bond indentures to implement the amendments; and
2. Authorizes any member of the Commission or Authorized Signatory to sign all necessary documents.

FIRST SUPPLEMENTAL BOND INDENTURE

Between

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION,
as Bond Trustee

Dated as of June 1, 2015

\$100,000,000

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
REVENUE BONDS
(DAUGHTERS OF CHARITY HEALTH SYSTEM)
SERIES 2014A

ARTICLE I
DEFINITIONS

SECTION 1.01. Definitions.....	2
--------------------------------	---

ARTICLE II
AMENDMENT OF BOND INDENTURE

SECTION 2.01. Amendment of Maturity Date of Bonds	2
SECTION 2.02. Amendment of Section 3.04 of the Bond Indenture	2
SECTION 2.03. Amendment of Section 4.01 of the Bond Indenture	4
SECTION 2.04. Amendment of Exhibit C to the Bond Indenture	4
SECTION 2.05. Tender, Purchase and Cancellation of Tendered Bonds	4
SECTION 2.06. Amendment of Bonds	5

ARTICLE III
MISCELLANEOUS

SECTION 3.01. Authority for First Supplement	6
SECTION 3.02. Execution in Several Counterparts.....	6

FIRST SUPPLEMENTAL BOND INDENTURE

This FIRST SUPPLEMENTAL BOND INDENTURE (this “First Supplement”), dated as of June 1, 2015, between the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a public entity of the State of California (the “Authority”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America (the “Bond Trustee”);

W I T N E S S E T H:

WHEREAS, on July 30, 2014, the Authority issued its Revenue Bonds (Daughters of Charity Health System), Series 2014A, in the aggregate principal amount of \$100,000,000 (the “Bonds”), pursuant to the Bond Indenture, dated as of July 1, 2014 (the “Bond Indenture”), between the Authority and the Bond Trustee;

WHEREAS, concurrently with the issuance of the Bonds, the Authority loaned the proceeds of the Bonds to Daughters of Charity Health System (the “Corporation”) pursuant to a loan agreement, dated as of July 1, 2014, between the Authority and the Corporation;

WHEREAS, the scheduled maturity date of the Bonds is currently July 10, 2015;

WHEREAS, the Corporation has negotiated the terms of an extension of the scheduled maturity date of \$99,090,000 aggregate principal amount of the Bonds with the Beneficial Owners (as defined in the Bond Indenture) of such Bonds;

WHEREAS, the terms of the extension of the scheduled maturity date of such Bonds require certain amendments of the Bond Indenture as set forth herein;

WHEREAS, the Corporation has requested that the Authority and the Bond Trustee enter into this First Supplement to amend the Bond Indenture as set forth herein;

WHEREAS, Section 9.01(A) of the Bond Indenture provides that the Bond Indenture may be modified and amended from time to time and at any time by a Supplemental Bond Indenture, which the Authority and the Bond Trustee may enter into with the written consent of the Corporation when the written consent of the Required Owners (as defined in the Bond Indenture) shall have been filed with the Bond Trustee;

WHEREAS, the Corporation has consented to this First Supplement and the written consent of the Required Owners to this First Supplement has been filed with the Bond Trustee;

WHEREAS, Section 9.01(A) of the Bond Indenture further provides that no such modification or amendment shall, among other things, extend the fixed maturity of any Bond or change the redemption terms thereof without the consent of the Beneficial Owner of each Bond so affected;

WHEREAS, Section 2.01 of this First Supplement extends the fixed maturity of the Bonds;

WHEREAS, Section 2.03 of this First Supplement changes the redemption terms of the Bonds;

WHEREAS, in order to retire the portion of the Bonds held by SPDR Nuveen S&P High Yield Muni Bd ETF (the “Tendering Beneficial Owner”) before the original scheduled maturity date of the Bonds, the Corporation has agreed with the Tendering Beneficial Owner to cause the tender, purchase and cancellation of the \$910,000 aggregate principal amount of the Bonds held by the Tendering Beneficial Owner (the “Tendered Bonds”) on June 29, 2015 (the “Tender Date”) at a purchase price equal to the principal amount of the Tendered Bonds plus accrued interest thereon to, but not including, the Tender Date (the “Tender Price”) pursuant to the terms of Section 2.05 of this First Supplement;

WHEREAS, the written consent of each Beneficial Owner of the Bonds to this First Supplement has been filed with the Bond Trustee;

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. All terms which are defined in Section 1.01 of the Bond Indenture shall (except as otherwise provided herein) have the same definitions, respectively, in this First Supplement that are given to such terms in Section 1.01 of the Bond Indenture.

ARTICLE II

AMENDMENT OF BOND INDENTURE

SECTION 2.01. Amendment of Maturity Date of Bonds. The Maturity Date of the Bonds is hereby extended to December 15, 2015.

SECTION 2.02. Amendment of Section 3.04 of the Bond Indenture. Section 3.04 of the Bond Indenture is hereby amended to read in full as follows:

“SECTION 3.04. Establishment and Application of Working Capital Fund. The Bond Trustee shall establish, maintain and hold in trust a separate fund designated as the “Working Capital Fund.” Before any payment from the Working Capital Fund shall be made, the Corporation shall file or cause to be filed with the Bond Trustee and the Required Owners a Requisition of the Corporation in a minimum amount of \$250,000, in substantially the form attached hereto as Exhibit B. Upon receipt of a Requisition of the Corporation, the Bond Trustee shall pay the amount set forth in such Requisition as directed by the terms thereof out of the Working Capital Fund on the third

Business Day following the date of submission of the Requisition to the Bond Trustee; provided, however, that the Bond Trustee shall not pay any amount set forth in the Requisition if the Required Owners shall file with the Bond Trustee an Objection (as defined in Section 1.1 of the Covenants Agreement) within two Business Days of the filing of such Requisition with the Bond Trustee unless and until the Required Owners shall have withdrawn or waived such Objection in writing or until a court of competent jurisdiction shall have entered an order or finding to the effect that there is no basis for the Objection; and provided further, however, that the Bond Trustee shall not pay any amount set forth in the Requisition without the consent of the registered holders of a majority in aggregate principal amount of the Series 2014 Bonds outstanding or the Required Owners if the Requisition is not accompanied by a Certificate in substantially the form attached hereto as Exhibit C. Each such Requisition shall be sufficient evidence to the Bond Trustee of the facts stated therein and the Bond Trustee shall have no duty to confirm the accuracy of such facts. Notwithstanding the foregoing, on any Interest Payment Date on which the amount on deposit in the Interest Account is less than the interest due on the Bonds, the Bond Trustee shall transfer from the Working Capital Fund to the Interest Account, without a Requisition, the lesser of the amount of the applicable shortfall in the Interest Account or the amount on deposit in the Working Capital Fund but only to the extent that the Draw (as defined in the Covenants Agreement) does not exceed (1) \$75,000,000 prior to the first to occur of (x) APA Effective Date (as defined in the Covenants Agreement) and (y) the execution of an Assumption Agreement (as defined in the Covenants Agreement); (2) \$105,000,000 on or after the APA Effective Date but prior to the Regulatory Approval Date (as defined in the Covenants Agreement); (3) \$120,000,000 after the Regulatory Approval Date; and (4) \$85,000,000 if the Requisition is an Assumption Track Requisition (as defined in the Covenants Agreement). In connection with the payment of the principal of any Bonds when due or any redemption of Bonds pursuant to Article IV, amounts remaining on deposit in the Working Capital Fund shall be used and withdrawn by the Bond Trustee and applied to the principal or Redemption Price of such Bonds upon Request of the Corporation. Upon payment of the principal of and all interest due on the Outstanding Bonds on the Maturity Date, or the earlier redemption or defeasance of the Outstanding Bonds in full, amounts, if any, remaining in the Working Capital Fund shall be transferred to or upon the order of the Corporation.”

SECTION 2.03. Amendment of Section 4.01 of the Bond Indenture. Section 4.01 of the Bond Indenture is hereby amended to read in full as follows:

“SECTION 4.01. Terms of Redemption.

(A) The Bonds are subject to redemption prior to the Maturity Date, at the option of the Authority (which option shall be exercised upon Request of the Corporation), following the consummation of the sales transaction contemplated by a Definitive Agreement as described in Section 2.5 of the Covenants Agreement, as a whole or in part on any date by lot, at 102% of the principal amount of the Bonds called for redemption, together with interest accrued on the Bonds called for redemption to the date fixed for redemption.

(B) The Bonds are subject to redemption prior to the Maturity Date, at the option of the Authority (which option shall be exercised upon Request of the Corporation) following the commencement of a Trigger Notice Period as defined in Section 5 of the Covenants Agreement, from any source of available funds, as a whole, at 100% of the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

(C) The Bonds are subject to redemption prior to the Maturity Date, at the option of the Authority (which option shall be exercised upon Request of the Corporation) upon the occurrence of the events specified in Section 1.4 of the Covenants Agreement, from any source of available funds, as a whole or in part on any date by lot, at (1) 102% of the principal amount of the Bonds called for redemption if the redemption relates to a Modification Request and (2) 101% of the principal amount of the Bonds called for redemption if the redemption occurs following the execution of an Assumption Agreement, in each case together with interest accrued on the Bonds called for redemption to the date fixed for redemption.

SECTION 2.04. Amendment of Exhibit C to the Bond Indenture. Exhibit C to the Bond Indenture is hereby replaced in its entirety with the new Exhibit C attached as Appendix I to this First Supplement.

SECTION 2.05. Tender, Purchase and Cancellation of Tendered Bonds.

(A) The Tendered Bonds (as defined in the recitals to this First Supplement) shall be subject to mandatory tender for purchase on the Tender Date (as defined in the recitals to this First Supplement) at the Tender Price (as defined in the recitals to this First Supplement),

payable in immediately available funds. The Bond Trustee shall not be required to give notice of such mandatory tender of the Tendered Bonds.

(B) The Bond Trustee shall establish and maintain a separate fund designated as the “Purchase Fund” to be held only for the benefit of the Tendering Beneficial Owner (as defined in the recitals to this First Supplement). The Bond Trustee agrees to hold all Tendered Bonds delivered to it pursuant to this Section 2.05 in trust for the Tendering Beneficial Owner until moneys representing the Tender Price of the Tendered Bonds have been delivered to the Tendering Beneficial Owner in accordance with the provisions of this Section 2.05.

(C) On the Tender Date, the Bond Trustee shall withdraw the amount of the Tender Price of the Tendered Bonds from amounts on deposit in the Working Capital Fund and deposit the amount so withdrawn in the Purchase Fund. The conditions, requirements and limitations contained in the Bond Indenture and the Covenants Agreement related to withdrawals from the Working Capital Fund shall not apply to a withdrawal from the Working Capital Fund to pay the Tender Price of the Tendered Bonds on the Tender Date as set forth in this Section 2.05. For the avoidance of doubt, no Requisition of the Corporation, Certificate of the Corporation or further consent of the Holders, Required Owners or Beneficial Owners shall be required for the withdrawal from the Working Capital Fund to pay the Tender Price of the Tendered Bonds on the Tender Date as set forth in this Section 2.05.

(D) The Bond Trustee shall hold all amounts deposited in the Purchase Fund in trust for the Tendering Beneficial Owner. On the Tender Date, the Bond Trustee shall apply the amounts on deposit in the Purchase Fund to pay the Tender Price of the Tendered Bonds in immediately available funds against delivery of the Tendered Bonds by the Tendering Beneficial Owner.

(E) After payment of the Tender Price of the Tendered Bonds by the Bond Trustee, the Bond Trustee shall cancel the Tendered Bonds in accordance with the Bond Indenture and the Tendered Bonds shall no longer be Outstanding. After payment of the Tender Price of the Tendered Bonds and cancellation of the Tendered Bonds, the Bond Trustee shall transfer any amounts remaining in the Purchase Fund to the Working Capital Fund and the Purchase Fund shall be closed.

SECTION 2.06. Amendment of Bonds. As provided in Section 9.03 of the Bond Indenture, new Bonds so modified as to conform to this First Supplement shall be prepared by the Bond Trustee at the expense of the Corporation and exchanged at the Corporate Trust Office of the Bond Trustee for the Bonds currently Outstanding.

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Authority for First Supplement. This First Supplement is supplemental to and is executed in accordance with Section 9.01(A) of the Bond Indenture and in all respects not inconsistent with the terms and provisions of this First Supplement, the Bond Indenture is hereby ratified, approved and confirmed and the Bond Indenture, as so amended hereby, and this First Supplement shall be read, taken and construed as one and the same instrument.

SECTION 3.02. Execution in Several Counterparts. This First Supplement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Bond Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority has caused this First Supplement to be signed in its name and on its behalf by its duly authorized representative and the Bond Trustee has caused this First Supplement to be signed in its name and on its behalf by its duly authorized representative, all as of the day and year first above written.

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

By _____
Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as Bond
Trustee

By _____
Authorized Officer

Consented to:

DAUGHTERS OF CHARITY HEALTH SYSTEM

By _____
Authorized Officer

APPENDIX I
AMENDED EXHIBIT C TO BOND INDENTURE
[TO BE ATTACHED]

FIRST SUPPLEMENTAL BOND INDENTURE

Between

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION,
as Bond Trustee

Dated as of June 1, 2015

\$10,000,000

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
REVENUE BONDS
(DAUGHTERS OF CHARITY HEALTH SYSTEM)
SERIES 2014B

ARTICLE I
DEFINITIONS

SECTION 1.01. Definitions.....	2
--------------------------------	---

ARTICLE II
AMENDMENT OF BOND INDENTURE

SECTION 2.01. Amendment of Maturity Date of Bonds	2
SECTION 2.02. Amendment of Section 3.04 of the Bond Indenture	2
SECTION 2.03. Amendment of Section 4.01 of the Bond Indenture	4
SECTION 2.04. Addition of Exhibit C to the Bond Indenture.....	4
SECTION 2.05. Tender, Purchase and Cancellation of Tendered Bonds	4
SECTION 2.06. Amendment of Bonds	5

ARTICLE III
MISCELLANEOUS

SECTION 3.01. Authority for First Supplement	6
SECTION 3.02. Execution in Several Counterparts.....	6

FIRST SUPPLEMENTAL BOND INDENTURE

This FIRST SUPPLEMENTAL BOND INDENTURE (this “First Supplement”), dated as of June 1, 2015, between the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a public entity of the State of California (the “Authority”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America (the “Bond Trustee”);

W I T N E S S E T H:

WHEREAS, on July 30, 2014, the Authority issued its Revenue Bonds (Daughters of Charity Health System), Series 2014B, in the aggregate principal amount of \$10,000,000 (the “Bonds”), pursuant to the Bond Indenture, dated as of July 1, 2014 (the “Bond Indenture”), between the Authority and the Bond Trustee;

WHEREAS, concurrently with the issuance of the Bonds, the Authority loaned the proceeds of the Bonds to Daughters of Charity Health System (the “Corporation”) pursuant to a loan agreement, dated as of July 1, 2014, between the Authority and the Corporation;

WHEREAS, the scheduled maturity date of the Bonds is currently July 10, 2015;

WHEREAS, the Corporation has negotiated the terms of an extension of the scheduled maturity date of \$9,900,000 aggregate principal amount of the Bonds with the Beneficial Owners (as defined in the Bond Indenture) of such Bonds;

WHEREAS, the terms of the extension of the scheduled maturity date of such Bonds require certain amendments of the Bond Indenture as set forth herein;

WHEREAS, the Corporation has requested that the Authority and the Bond Trustee enter into this First Supplement to amend the Bond Indenture as set forth herein;

WHEREAS, Section 9.01(A) of the Bond Indenture provides that the Bond Indenture may be modified and amended from time to time and at any time by a Supplemental Bond Indenture, which the Authority and the Bond Trustee may enter into with the written consent of the Corporation when the written consent of the Required Owners (as defined in the Bond Indenture) shall have been filed with the Bond Trustee;

WHEREAS, the Corporation has consented to this First Supplement and the written consent of the Required Owners to this First Supplement has been filed with the Bond Trustee;

WHEREAS, Section 9.01(A) of the Bond Indenture further provides that no such modification or amendment shall, among other things, extend the fixed maturity of any Bond or change the redemption terms thereof without the consent of the Beneficial Owner of each Bond so affected;

WHEREAS, Section 2.01 of this First Supplement extends the fixed maturity of the Bonds;

WHEREAS, Section 2.03 of this First Supplement changes the redemption terms of the Bonds;

WHEREAS, in order to retire the portion of the Bonds held by SPDR Nuveen S&P High Yield Muni Bd ETF (the “Tendering Beneficial Owner”) before the original scheduled maturity date of the Bonds, the Corporation has agreed with the Tendering Beneficial Owner to cause the tender, purchase and cancellation of the \$100,000 aggregate principal amount of the Bonds held by the Tendering Beneficial Owner (the “Tendered Bonds”) on June 29, 2015 (the “Tender Date”) at a purchase price equal to the principal amount of the Tendered Bonds plus accrued interest thereon to, but not including, the Tender Date (the “Tender Price”) pursuant to the terms of Section 2.05 of this First Supplement;

WHEREAS, the written consent of each Beneficial Owner of the Bonds to this First Supplement has been filed with the Bond Trustee;

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. All terms which are defined in Section 1.01 of the Bond Indenture shall (except as otherwise provided herein) have the same definitions, respectively, in this First Supplement that are given to such terms in Section 1.01 of the Bond Indenture.

ARTICLE II

AMENDMENT OF BOND INDENTURE

SECTION 2.01. Amendment of Maturity Date of Bonds. The Maturity Date of the Bonds (as defined in the recitals to this First Supplement) is hereby extended to December 15, 2015.

SECTION 2.02. Amendment of Section 3.04 of the Bond Indenture. Section 3.04 of the Bond Indenture is hereby amended to read in full as follows:

“SECTION 3.04. Establishment and Application of Working Capital Fund. The Bond Trustee shall establish, maintain and hold in trust a separate fund designated as the “Working Capital Fund.” Before any payment from the Working Capital Fund shall be made, the Corporation shall file or cause to be filed with the Bond Trustee and the Required Owners a Requisition of the Corporation in a minimum amount of \$250,000, in substantially the form attached hereto as Exhibit B. Upon receipt of a Requisition of the Corporation, the Bond Trustee shall pay the amount set forth in such Requisition as directed by the

terms thereof out of the Working Capital Fund on the third Business Day following the date of submission of the Requisition to the Bond Trustee; provided, however, that the Bond Trustee shall not pay any amount set forth in the Requisition if the Required Owners shall file with the Bond Trustee an Objection (as defined in Section 1.1 of the Covenants Agreement) within two Business Days of the filing of such Requisition with the Bond Trustee unless and until the Required Owners shall have withdrawn or waived such Objection in writing or until a court of competent jurisdiction shall have entered an order or finding to the effect that there is no basis for the Objection; and provided further, however, that the Bond Trustee shall not pay any amount set forth in the Requisition without the consent of the registered holders of a majority in aggregate principal amount of the Series 2014 Bonds outstanding or the Required Owners if the Requisition is not accompanied by a Certificate in substantially the form attached hereto as Exhibit C. Each such Requisition shall be sufficient evidence to the Bond Trustee of the facts stated therein and the Bond Trustee shall have no duty to confirm the accuracy of such facts. Notwithstanding the foregoing, on any Interest Payment Date on which the amount on deposit in the Interest Account is less than the interest due on the Bonds, the Bond Trustee shall transfer from the Working Capital Fund to the Interest Account, without a Requisition, the lesser of the amount of the applicable shortfall in the Interest Account or the amount on deposit in the Working Capital Fund but only to the extent that the Draw (as defined in the Covenants Agreement) does not exceed (1) \$75,000,000 prior to the first to occur of (x) APA Effective Date (as defined in the Covenants Agreement) and (y) the execution of an Assumption Agreement (as defined in the Covenants Agreement); (2) \$105,000,000 on or after the APA Effective Date but prior to the Regulatory Approval Date (as defined in the Covenants Agreement); (3) \$120,000,000 after the Regulatory Approval Date; and (4) \$85,000,000 if the Requisition is an Assumption Track Requisition (as defined in the Covenants Agreement). In connection with the payment of the principal of any Bonds when due or any redemption of Bonds pursuant to Article IV, amounts remaining on deposit in the Working Capital Fund shall be used and withdrawn by the Bond Trustee and applied to the principal or Redemption Price of such Bonds upon Request of the Corporation. Upon payment of the principal of and all interest due on the Outstanding Bonds on the Maturity Date, or the earlier redemption or defeasance of the Outstanding Bonds in full, amounts, if any, remaining in the Working Capital Fund shall be transferred to or upon the order of the Corporation.”

SECTION 2.03. Amendment of Section 4.01 of the Bond Indenture. Section 4.01 of the Bond Indenture is hereby amended to read in full as follows:

“SECTION 4.01. Terms of Redemption.

(A) The Bonds are subject to redemption prior to the Maturity Date, at the option of the Authority (which option shall be exercised upon Request of the Corporation), following the consummation of the sales transaction contemplated by a Definitive Agreement as described in Section 2.5 of the Covenants Agreement, as a whole or in part on any date by lot, at 102% of the principal amount of the Bonds called for redemption, together with interest accrued on the Bonds called for redemption to the date fixed for redemption.

(B) The Bonds are subject to redemption prior to the Maturity Date, at the option of the Authority (which option shall be exercised upon Request of the Corporation) following the commencement of a Trigger Notice Period as defined in Section 5 of the Covenants Agreement, from any source of available funds, as a whole, at 100% of the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

(C) The Bonds are subject to redemption prior to the Maturity Date, at the option of the Authority (which option shall be exercised upon Request of the Corporation) upon the occurrence of the events specified in Section 1.4 of the Covenants Agreement, from any source of available funds, as a whole or in part on any date by lot, at (1) 102% of the principal amount of the Bonds called for redemption if the redemption relates to a Modification Request and (2) 101% of the principal amount of the Bonds called for redemption if the redemption occurs following the execution of an Assumption Agreement, in each case together with interest accrued on the Bonds called for redemption to the date fixed for redemption.

SECTION 2.04. Addition of Exhibit C to the Bond Indenture. A new Exhibit C in the form attached as Appendix I to this First Supplement is hereby added to the Bond Indenture.

SECTION 2.05. Tender, Purchase and Cancellation of Tendered Bonds.

(A) The Tendered Bonds (as defined in the recitals to this First Supplement) shall be subject to mandatory tender for purchase on the Tender Date (as defined in the recitals to this First Supplement) at the Tender Price (as defined in the recitals to this First Supplement),

payable in immediately available funds. The Bond Trustee shall not be required to give notice of such mandatory tender of the Tendered Bonds.

(B) The Bond Trustee shall establish and maintain a separate fund designated as the "Purchase Fund" to be held only for the benefit of the Tendering Beneficial Owner (as defined in the recitals to this First Supplement). The Bond Trustee agrees to hold all Tendered Bonds delivered to it pursuant to this Section 2.05 in trust for the Tendering Beneficial Owner until moneys representing the Tender Price of the Tendered Bonds have been delivered to the Tendering Beneficial Owner in accordance with the provisions of this Section 2.05.

(C) On the Tender Date, the Bond Trustee shall withdraw the amount of the Tender Price of the Tendered Bonds from amounts on deposit in the Working Capital Fund and deposit the amount so withdrawn in the Purchase Fund. The conditions, requirements and limitations contained in the Bond Indenture and the Covenants Agreement related to withdrawals from the Working Capital Fund shall not apply to a withdrawal from the Working Capital Fund to pay the Tender Price of the Tendered Bonds on the Tender Date as set forth in this Section 2.05. For the avoidance of doubt, no Requisition of the Corporation, Certificate of the Corporation or further consent of the Holders, Required Owners or Beneficial Owners shall be required for the withdrawal from the Working Capital Fund to pay the Tender Price of the Tendered Bonds on the Tender Date as set forth in this Section 2.05.

(D) The Bond Trustee shall hold all amounts deposited in the Purchase Fund in trust for the Tendering Beneficial Owner. On the Tender Date, the Bond Trustee shall apply the amounts on deposit in the Purchase Fund to pay the Tender Price of the Tendered Bonds in immediately available funds against delivery of the Tendered Bonds by the Tendering Beneficial Owner.

(E) After payment of the Tender Price of the Tendered Bonds by the Bond Trustee, the Bond Trustee shall cancel the Tendered Bonds in accordance with the Bond Indenture and the Tendered Bonds shall no longer be Outstanding. After payment of the Tender Price of the Tendered Bonds and cancellation of the Tendered Bonds, the Bond Trustee shall transfer any amounts remaining in the Purchase Fund to the Working Capital Fund and the Purchase Fund shall be closed.

SECTION 2.06. Amendment of Bonds. As provided in Section 9.03 of the Bond Indenture, new Bonds so modified as to conform to this First Supplement shall be prepared by the Bond Trustee at the expense of the Corporation and exchanged at the Corporate Trust Office of the Bond Trustee for the Bonds currently Outstanding.

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Authority for First Supplement. This First Supplement is supplemental to and is executed in accordance with Section 9.01(A) of the Bond Indenture and in all respects not inconsistent with the terms and provisions of this First Supplement, the Bond Indenture is hereby ratified, approved and confirmed and the Bond Indenture, as so amended hereby, and this First Supplement shall be read, taken and construed as one and the same instrument.

SECTION 3.02. Execution in Several Counterparts. This First Supplement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Bond Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority has caused this First Supplement to be signed in its name and on its behalf by its duly authorized representative and the Bond Trustee has caused this First Supplement to be signed in its name and on its behalf by its duly authorized representative, all as of the day and year first above written.

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

By _____
Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as Bond
Trustee

By _____
Authorized Officer

Consented to:

DAUGHTERS OF CHARITY HEALTH SYSTEM

By _____
Authorized Officer

APPENDIX I

EXHIBIT C TO BOND INDENTURE

[TO BE ATTACHED]

FIRST SUPPLEMENTAL BOND INDENTURE

Between

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION,
as Bond Trustee

Dated as of June 1, 2015

\$15,000,000

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
REVENUE BONDS
(DAUGHTERS OF CHARITY HEALTH SYSTEM)
SERIES 2014C

ARTICLE I
DEFINITIONS

SECTION 1.01. Definitions.....	2
--------------------------------	---

ARTICLE II
AMENDMENT OF BOND INDENTURE

SECTION 2.01. Amendment of Maturity Date of Bonds	2
SECTION 2.02. Amendment of Section 3.04 of the Bond Indenture	2
SECTION 2.03. Amendment of Section 4.01 of the Bond Indenture	4
SECTION 2.04. Addition of Exhibit C to the Bond Indenture.....	4
SECTION 2.05. Tender, Purchase and Cancellation of Tendered Bonds	4
SECTION 2.06. Amendment of Bonds	5

ARTICLE III
MISCELLANEOUS

SECTION 3.01. Authority for First Supplement.....	6
SECTION 3.02. Execution in Several Counterparts.....	6

FIRST SUPPLEMENTAL BOND INDENTURE

This FIRST SUPPLEMENTAL BOND INDENTURE (this “First Supplement”), dated as of June 1, 2015, between the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a public entity of the State of California (the “Authority”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America (the “Bond Trustee”);

W I T N E S S E T H:

WHEREAS, on August 27, 2014, the Authority issued its Revenue Bonds (Daughters of Charity Health System), Series 2014C, in the aggregate principal amount of \$15,000,000 (the “Bonds”), pursuant to the Bond Indenture, dated as of August 1, 2014 (the “Bond Indenture”), between the Authority and the Bond Trustee;

WHEREAS, concurrently with the issuance of the Bonds, the Authority loaned the proceeds of the Bonds to Daughters of Charity Health System (the “Corporation”) pursuant to a loan agreement, dated as of August 1, 2014, between the Authority and the Corporation;

WHEREAS, the scheduled maturity date of the Bonds is currently July 10, 2015;

WHEREAS, the Corporation has negotiated the terms of an extension of the scheduled maturity date of \$14,865,000 aggregate principal amount of the Bonds with the Beneficial Owners (as defined in the Bond Indenture) of such Bonds;

WHEREAS, the terms of the extension of the scheduled maturity date of such Bonds require certain amendments of the Bond Indenture as set forth herein;

WHEREAS, the Corporation has requested that the Authority and the Bond Trustee enter into this First Supplement to amend the Bond Indenture as set forth herein;

WHEREAS, Section 9.01(A) of the Bond Indenture provides that the Bond Indenture may be modified and amended from time to time and at any time by a Supplemental Bond Indenture, which the Authority and the Bond Trustee may enter into with the written consent of the Corporation when the written consent of the Required Owners (as defined in the Bond Indenture) shall have been filed with the Bond Trustee;

WHEREAS, the Corporation has consented to this First Supplement and the written consent of the Required Owners to this First Supplement has been filed with the Bond Trustee;

WHEREAS, Section 9.01(A) of the Bond Indenture further provides that no such modification or amendment shall, among other things, extend the fixed maturity of any Bond or change the redemption terms thereof without the consent of the Beneficial Owner of each Bond so affected;

WHEREAS, Section 2.01 of this First Supplement extends the fixed maturity of the Bonds;

WHEREAS, Section 2.03 of this First Supplement changes the redemption terms of the Bonds;

WHEREAS, in order to retire the portion of the Bonds held by SPDR Nuveen S&P High Yield Muni Bd ETF (the “Tendering Beneficial Owner”) before the original scheduled maturity date of the Bonds, the Corporation has agreed with the Tendering Beneficial Owner to cause the tender, purchase and cancellation of the \$135,000 aggregate principal amount of the Bonds held by the Tendering Beneficial Owner (the “Tendered Bonds”) on June 29, 2015 (the “Tender Date”) at a purchase price equal to the principal amount of the Tendered Bonds plus accrued interest thereon to, but not including, the Tender Date (the “Tender Price”) pursuant to the terms of Section 2.05 of this First Supplement;

WHEREAS, the written consent of each Beneficial Owner of the Bonds to this First Supplement has been filed with the Bond Trustee;

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. All terms which are defined in Section 1.01 of the Bond Indenture shall (except as otherwise provided herein) have the same definitions, respectively, in this First Supplement that are given to such terms in Section 1.01 of the Bond Indenture.

ARTICLE II

AMENDMENT OF BOND INDENTURE

SECTION 2.01. Amendment of Maturity Date of Bonds. The Maturity Date of the Bonds (as defined in the recitals to this First Supplement) is hereby extended to December 15, 2015.

SECTION 2.02. Amendment of Section 3.04 of the Bond Indenture. Section 3.04 of the Bond Indenture is hereby amended to read in full as follows:

“SECTION 3.04. Establishment and Application of Working Capital Fund. The Bond Trustee shall establish, maintain and hold in trust a separate fund designated as the “Working Capital Fund.” Before any payment from the Working Capital Fund shall be made, the Corporation shall file or cause to be filed with the Bond Trustee and the Required Owners a Requisition of the Corporation in a minimum amount of \$250,000, in substantially the form attached hereto as Exhibit B. Upon receipt of a Requisition of the Corporation, the Bond Trustee shall pay the amount set forth in such Requisition as directed by the

terms thereof out of the Working Capital Fund on the third Business Day following the date of submission of the Requisition to the Bond Trustee; provided, however, that the Bond Trustee shall not pay any amount set forth in the Requisition if the Required Owners shall file with the Bond Trustee an Objection (as defined in Section 1.1 of the Covenants Agreement) within two Business Days of the filing of such Requisition with the Bond Trustee unless and until the Required Owners shall have withdrawn or waived such Objection in writing or until a court of competent jurisdiction shall have entered an order or finding to the effect that there is no basis for the Objection; and provided further, however, that the Bond Trustee shall not pay any amount set forth in the Requisition without the consent of the registered holders of a majority in aggregate principal amount of the Series 2014 Bonds outstanding or the Required Owners if the Requisition is not accompanied by a Certificate in substantially the form attached hereto as Exhibit C. Each such Requisition shall be sufficient evidence to the Bond Trustee of the facts stated therein and the Bond Trustee shall have no duty to confirm the accuracy of such facts. Notwithstanding the foregoing, on any Interest Payment Date on which the amount on deposit in the Interest Account is less than the interest due on the Bonds, the Bond Trustee shall transfer from the Working Capital Fund to the Interest Account, without a Requisition, the lesser of the amount of the applicable shortfall in the Interest Account or the amount on deposit in the Working Capital Fund but only to the extent that the Draw (as defined in the Covenants Agreement) does not exceed (1) \$75,000,000 prior to the first to occur of (x) APA Effective Date (as defined in the Covenants Agreement) and (y) the execution of an Assumption Agreement (as defined in the Covenants Agreement); (2) \$105,000,000 on or after the APA Effective Date but prior to the Regulatory Approval Date (as defined in the Covenants Agreement); (3) \$120,000,000 after the Regulatory Approval Date; and (4) \$85,000,000 if the Requisition is an Assumption Track Requisition (as defined in the Covenants Agreement). In connection with the payment of the principal of any Bonds when due or any redemption of Bonds pursuant to Article IV, amounts remaining on deposit in the Working Capital Fund shall be used and withdrawn by the Bond Trustee and applied to the principal or Redemption Price of such Bonds upon Request of the Corporation. Upon payment of the principal of and all interest due on the Outstanding Bonds on the Maturity Date, or the earlier redemption or defeasance of the Outstanding Bonds in full, amounts, if any, remaining in the Working Capital Fund shall be transferred to or upon the order of the Corporation.”

SECTION 2.03. Amendment of Section 4.01 of the Bond Indenture. Section 4.01 of the Bond Indenture is hereby amended to read in full as follows:

“SECTION 4.01. Terms of Redemption.

(A) The Bonds are subject to redemption prior to the Maturity Date, at the option of the Authority (which option shall be exercised upon Request of the Corporation), following the consummation of the sales transaction contemplated by a Definitive Agreement as described in Section 2.5 of the Covenants Agreement, as a whole or in part on any date by lot, at 102% of the principal amount of the Bonds called for redemption, together with interest accrued on the Bonds called for redemption to the date fixed for redemption.

(B) The Bonds are subject to redemption prior to the Maturity Date, at the option of the Authority (which option shall be exercised upon Request of the Corporation) following the commencement of a Trigger Notice Period as defined in Section 5 of the Covenants Agreement, from any source of available funds, as a whole, at 100% of the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

(C) The Bonds are subject to redemption prior to the Maturity Date, at the option of the Authority (which option shall be exercised upon Request of the Corporation) upon the occurrence of the events specified in Section 1.4 of the Covenants Agreement, from any source of available funds, as a whole or in part on any date by lot, at (1) 102% of the principal amount of the Bonds called for redemption if the redemption relates to a Modification Request and (2) 101% of the principal amount of the Bonds called for redemption if the redemption occurs following the execution of an Assumption Agreement, in each case together with interest accrued on the Bonds called for redemption to the date fixed for redemption.

SECTION 2.04. Addition of Exhibit C to the Bond Indenture. A new Exhibit C in the form attached as Appendix I to this First Supplement is hereby added to the Bond Indenture.

SECTION 2.05. Tender, Purchase and Cancellation of Tendered Bonds.

(A) The Tendered Bonds (as defined in the recitals to this First Supplement) shall be subject to mandatory tender for purchase on the Tender Date (as defined in the recitals to this First Supplement) at the Tender Price (as defined in the recitals to this First Supplement),

payable in immediately available funds. The Bond Trustee shall not be required to give notice of such mandatory tender of the Tendered Bonds.

(B) The Bond Trustee shall establish and maintain a separate fund designated as the "Purchase Fund" to be held only for the benefit of the Tendering Beneficial Owner (as defined in the recitals to this First Supplement). The Bond Trustee agrees to hold all Tendered Bonds delivered to it pursuant to this Section 2.05 in trust for the Tendering Beneficial Owner until moneys representing the Tender Price of the Tendered Bonds have been delivered to the Tendering Beneficial Owner in accordance with the provisions of this Section 2.05.

(C) On the Tender Date, the Bond Trustee shall withdraw the amount of the Tender Price of the Tendered Bonds from amounts on deposit in the Working Capital Fund and deposit the amount so withdrawn in the Purchase Fund. The conditions, requirements and limitations contained in the Bond Indenture and the Covenants Agreement related to withdrawals from the Working Capital Fund shall not apply to a withdrawal from the Working Capital Fund to pay the Tender Price of the Tendered Bonds on the Tender Date as set forth in this Section 2.05. For the avoidance of doubt, no Requisition of the Corporation, Certificate of the Corporation or further consent of the Holders, Required Owners or Beneficial Owners shall be required for the withdrawal from the Working Capital Fund to pay the Tender Price of the Tendered Bonds on the Tender Date as set forth in this Section 2.05.

(D) The Bond Trustee shall hold all amounts deposited in the Purchase Fund in trust for the Tendering Beneficial Owner. On the Tender Date, the Bond Trustee shall apply the amounts on deposit in the Purchase Fund to pay the Tender Price of the Tendered Bonds in immediately available funds against delivery of the Tendered Bonds by the Tendering Beneficial Owner.

(E) After payment of the Tender Price of the Tendered Bonds by the Bond Trustee, the Bond Trustee shall cancel the Tendered Bonds in accordance with the Bond Indenture and the Tendered Bonds shall no longer be Outstanding. After payment of the Tender Price of the Tendered Bonds and cancellation of the Tendered Bonds, the Bond Trustee shall transfer any amounts remaining in the Purchase Fund to the Working Capital Fund and the Purchase Fund shall be closed.

SECTION 2.06. Amendment of Bonds. As provided in Section 9.03 of the Bond Indenture, new Bonds so modified as to conform to this First Supplement shall be prepared by the Bond Trustee at the expense of the Corporation and exchanged at the Corporate Trust Office of the Bond Trustee for the Bonds currently Outstanding.

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Authority for First Supplement. This First Supplement is supplemental to and is executed in accordance with Section 9.01(A) of the Bond Indenture and in all respects not inconsistent with the terms and provisions of this First Supplement, the Bond Indenture is hereby ratified, approved and confirmed and the Bond Indenture, as so amended hereby, and this First Supplement shall be read, taken and construed as one and the same instrument.

SECTION 3.02. Execution in Several Counterparts. This First Supplement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Bond Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority has caused this First Supplement to be signed in its name and on its behalf by its duly authorized representative and the Bond Trustee has caused this First Supplement to be signed in its name and on its behalf by its duly authorized representative, all as of the day and year first above written.

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

By _____
Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as Bond
Trustee

By _____
Authorized Officer

Consented to:

DAUGHTERS OF CHARITY HEALTH SYSTEM

By _____
Authorized Officer

APPENDIX I
EXHIBIT C TO BOND INDENTURE
[TO BE ATTACHED]

RESOLUTION NO. __-NP-__

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF
SUPPLEMENTAL BOND INDENTURES RELATING TO THE CALIFORNIA
STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY REVENUE BONDS
(DAUGHTERS OF CHARITY HEALTH SYSTEM) SERIES 2014A, 2014B AND 2014C
AND OTHER MATTERS RELATING THERETO**

WHEREAS, on July 30, 2014, the California Statewide Communities Development Authority (the “Authority”) issued the California Statewide Communities Development Authority Revenue Bonds (Daughters of Charity Health System), Series 2014A (the “Series 2014A Bonds”) pursuant to a Bond Indenture, dated as of July 1, 2014 (the “Series 2014A Bond Indenture”), between the Authority and U.S. Bank National Association, as bond trustee (the “Bond Trustee”);

WHEREAS, on July 30, 2014, the Authority issued the California Statewide Communities Development Authority Revenue Bonds (Daughters of Charity Health System), Series 2014B (the “Series 2014B Bonds”) pursuant to a Bond Indenture, dated as of July 1, 2014 (the “Series 2014B Bond Indenture”), between the Authority and the Trustee;

WHEREAS, on August 27, 2014, the Authority issued the California Statewide Communities Development Authority Revenue Bonds (Daughters of Charity Health System), Series 2014C (the “Series 2014C Bonds” and, collectively with the Series 2014A Bonds and the Series 2014B Bonds, the “Bonds”) pursuant to a Bond Indenture, dated as of August 1, 2014 (the “Series 2014C Bond Indenture” and, collectively with the Series 2014A Bond Indenture and the Series 2014B Bond Indenture, the “Bond Indentures”), between the Authority and the Trustee;

WHEREAS, concurrently with the issuance of each series of the Bonds, the Authority loaned the proceeds of each series of the Bonds to Daughters of Charity Health System (the “Corporation”) pursuant to three separate loan agreements between the Authority and the Corporation;

WHEREAS, the scheduled maturity date of the Bonds is currently July 10, 2015;

WHEREAS, the Corporation has negotiated the terms of an extension of the scheduled maturity date of the Bonds with the Beneficial Owners (as defined in the Bond Indentures) of the Bonds;

WHEREAS, the terms of the extension of the scheduled maturity date of such Bonds require certain amendments to the Bond Indentures;

WHEREAS, the Corporation has requested that the Authority and the Bond Trustee enter into supplemental bond indentures to make such amendments to the Bond Indentures;

WHEREAS, Section 9.01(A) of each Bond Indenture provides that the Bond Indenture may be modified and amended from time to time and at any time by a supplemental bond indenture, which the Authority and the Bond Trustee may enter into with the written consent of the Corporation when the written consent of the Required Owners (as defined in each Bond Indenture) shall have been filed with the Bond Trustee;

WHEREAS, the written consent of Corporation and the written consent of the Required Owners will be filed with the Bond Trustee prior to the execution and delivery by the Authority and the Bond Trustee of any Supplemental Bond Indenture (as defined below);

WHEREAS, Section 9.01(A) of each Bond Indenture further provides that no such modification or amendment shall, among other things, extend the fixed maturity of any Bond or change the redemption terms thereof without the consent of the Beneficial Owner of each Bond so affected;

WHEREAS, certain of the proposed amendments to the Bond Indentures will extend the fixed maturity of the Bonds and change the redemption terms for the Bonds;

WHEREAS, in order to retire the portion of each series of the Bonds held by a Beneficial Owner of the Bonds that does not desire to hold its Bonds beyond the original scheduled maturity date of the Bonds, the Corporation has agreed to cause the tender, purchase and cancellation of such portion of each series of the Bonds on or before the original stated maturity date of the Bonds and such tender, purchase and cancellation has been provided for in the supplemental bond indentures referred to below;

WHEREAS, the written consent of each Beneficial Owner of the Bonds will be filed with the Bond Trustee prior to the execution and delivery by the Authority and the Bond Trustee of any Supplemental Bond Indenture;

WHEREAS, there have been made available to the Commissioners of the Authority the following agreements:

(1) Proposed form of First Supplemental Bond Indenture to the Series 2014A Bond Indenture (the “Series 2014A Supplemental Bond Indenture”);

(2) Proposed form of First Supplemental Bond Indenture to the Series 2014B Bond Indenture (the “Series 2014B Supplemental Bond Indenture”); and

(3) Proposed form of First Supplemental Bond Indenture to the Series 2014C Bond Indenture (the “Series 2014C Supplemental Bond Indenture” and, collectively with the Series 2014A Supplemental Bond Indenture and the Series 2014B Supplemental Bond Indenture, the “Supplemental Bond Indentures”);

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The proposed forms of the Supplemental Bond Indentures, as made available to the Commissioners, are hereby approved. Any Authorized Signatory is hereby

authorized and directed, for and on behalf of the Authority, to execute and deliver the Supplemental Bond Indentures in substantially said forms, with such changes and insertions therein as any member of the Commission, with advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 2. The execution and delivery of each Supplemental Bond Indenture by the Authority is subject to the condition that the Bond Trustee have on file the written consent of the Corporation, the written consent of the Required Owners and the written consent of all Beneficial Owners of the Bonds as required by Section 9.01(A) of each Bond Indenture.

Section 3. Subject to the satisfaction of Section 2 hereof, the Chair, the Vice Chair, the Secretary, the Treasurer, any other members of the Commission of the Authority and other appropriate officers and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to execute and deliver any and all documents and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Authority has approved in this Resolution and to consummate by the Authority the transactions contemplated by the documents approved hereby.

Section 4. All actions heretofore taken by the Chair, the Vice Chair, the Secretary, the Treasurer, any other members of the Commission of the Authority and other appropriate officers and agents of the Authority with respect to the actions which the Authority has approved in this Resolution are hereby ratified, confirmed and approved.

Section 5. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of June, 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on June 18, 2015.

By: _____
Authorized Signatory
California Statewide Communities
Development Authority

- VI. Consideration of waiver letter for the Casa Grande Apartments (Caitlin Lanctot)

SUMMARY AND RECOMMENDATIONS

APPLICANT: GRANDE, LP
PURPOSE: APPROVE WAIVER LETTER
PROGRAM: MULTIFAMILY HOUSING

Background:

CSCDA issued multifamily housing revenue bonds for 2011 Series I-1 for \$10,675,000 and 2011 Series I-2 for \$1,340,000 (the “Subordinate Bonds”) on August 12, 2011 for the Casa Grande Apartments, a 100 unit affordable housing property located in Ceres, California. The property has a new equity investor, USA Institutional Tax Credit Fund XCVIII, LP, an affiliate of the Richman Group, who would like to pay off the Subordinate Bonds. The Subordinate Bonds have a 10 year call so the investor cannot pay them off and instead would like the Borrower to purchase them. However, the Borrower is not a QIB and this would be contrary to the Investor letter. The Investor is requesting that the CSCDA Board waive the Investor Letter requirements to allow the Borrower to purchase the Subordinate Bonds. Attached is a write up on the issue from Kutak Rock, serving as Bond Counsel, and a recommended Waiver Letter.

Finance Team:

- Bond Counsel: Kutak Rock, LLP, Omaha
- Authority Counsel: Orrick, Herrington & Sutcliffe, LLP, Sacramento
- Investor: USA Institutional Tax Credit Fund XCVIII, LP

Executive Director Recommendations:

The Executive Director has reviewed the request for an exception from our policy and has determined that it is a reasonable request. The Executive Director recommends that the Commission approve the Waiver Request as submitted to the Commission, which:

1. Approves the attached Waiver Letter; and
2. Authorizes any member of the Commission or Authorized Signatory to sign all necessary documents.

[LETTERHEAD OF CSCDA]

Grande, LP, a California limited partnership
c/o Intercontinental Affordable Housing, Inc.
Suite 250 B, 2090 North Tustin Avenue
Santa Ana, CA 92705

Wells Fargo Bank, N.A.
18th Floor, 333 Market Street
MAC A0119 181
San Francisco, CA 94105
Attention: Corporate Trust Services

Re:	Project Name:	Casa Grande Apartments
	Property Location:	3100 East Whitmore in the City of Ceres, California
	Borrower:	Grande, LP, a California limited partnership
	Bonds:	\$_____ California Statewide Communities Development Authority Multifamily Housing Revenue Bonds (Casa Grande Apartments) 2011 Subordinate Series I-2

Ladies and Gentlemen:

This letter (“**Letter**”) is an approval by the California Statewide Communities Development Authority (“**Issuer**”), as the Issuer with respect to the Bonds, the proceeds of which were loaned to the Borrower to finance the Project, to allow the Borrower to purchase the Bonds under the Trust Indenture (the “**Indenture**”) dated as of August 1, 2011 between the Issuer and Wells Fargo Bank, National Association (the “**Trustee**”).

1. **Modification to the Investor Letter**. The Issuer hereby consents to the modifications to the Investor Letter set forth as Exhibit A to this Letter. Any additional purchase of the Bonds by anyone other than the Borrower shall be subject to the terms and conditions of the original Investor Letter set forth as an Exhibit C to the Indenture.
2. **Waiver**. To the extent that the execution of the Investor Letter attached hereto as Exhibit A violates the provisions of Section 2.13 of the Indenture, the Issuer hereby waives the requirements of Section 2.13 in connection with the purchase of the Bonds by the Borrower.
3. **Limited Scope**. This Letter shall serve as a written limited waiver having the terms set forth above with respect to the Indenture upon which the Borrower and Trustee may rely. Subject to the express waiver set forth herein, all other terms of the Indenture shall remain in full force and effect.

[Signature Page to Follow]

ISSUER:

**CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT
AUTHORITY**

By _____
Authorized Signatory

EXHIBIT A
FORM OF SPECIAL INVESTOR LETTER

\$10,675,000
California Statewide Communities
Development Authority
Multifamily Housing Revenue Bonds
(Casa Grande Apartments)
2011 Series I-1

\$1,340,000
California Statewide Communities
Development Authority
Multifamily Housing Revenue Bonds
(Casa Grande Apartments)
2011 Subordinate Series I-2

The California Statewide Communities Development Authority (the “**Issuer**”) entered into a Loan Agreement, dated as of August 1, 2011 (“**Loan Agreement**”) with Wells Fargo Bank, National Association, (the “**Trustee**”) and Grande, LP, a California limited partnership (the “**Borrower**”), specifying the terms and conditions of the loan of the proceeds of the above captioned-bonds (the “**Bonds**”) to the Borrower to assist in the financing of the acquisition and substantial rehabilitation by the Borrower of a 100-unit multifamily residential rental housing facility known as Casa Grande Apartments, located at 3100 East Whitmore in the City of Ceres, California (the “**Project**”).

The rehabilitation at the Project is complete. In January 2015, the Borrower submitted the 8609 in connection with low income housing tax credits. DRE, Inc., the current limited partner and low income housing tax credit equity investor, is proposing to become the administrative general partner and to transfer its limited partnership interest in the Borrower to U.S.A Institutional Tax Credit Fund XCVIII, L.P., an affiliate of The Richman Group (the “**Limited Partner**”). In connection with this transfer of partnership interest, the Limited Partner desires to add capital to the Project and strengthen the operation of the Project. In order to accomplish this recapitalization, the Limited Partner proposes to fund a new operating deficit reserve in the amount of \$1,600,000. Additionally, the Limited Partner desires to better manage the 2011 Subordinate Series I-2 Bonds (the “**Subordinate Bonds**”). Pursuant to the terms of a Trust Indenture by and between the Issuer and the Trustee, dated as of August 1, 2011 (the “**Indenture**”), the Subordinate Bonds are subject to mandatory sinking fund redemptions. The Limited Partner proposes to fund a debt service reserve solely for the Subordinate Bonds within the Limited Partnership Agreement in the approximate amount of \$125,000.

In order to maintain control of the Subordinate Bonds, the Limited Partner desires to provide the capital to have the Borrower purchase the Subordinate Bonds at the outstanding principal amount thereof (not at a discount) and hold the Subordinate Bonds. International Finance, LLC was the original purchaser of the Subordinate Bonds. In the course of this recapitalization effort, the Limited Partner discovered that the original purchaser subsequently sold the Subordinate Bonds to Mr. Barry Weinstein for \$893,000, a discount from the outstanding principal amount of the Subordinate Bonds.

In connection with the purchase of the Subordinate Bonds by the Borrower, the Limited Partner requests all necessary waivers to the Investor Letter and to Section 2.13 of the Indenture, to allow such a purchase. The Borrower acknowledges that one result of this proposal will be that the interest on the Subordinate Bonds will be taxable when held by the Borrower.

- VII. CFD No. 2015-01 (University District), City of Rohnert Park, County of Sonoma (Scott Carper)
- a. Conduct proceeding with respect to CFD No. 2015-01 (University District), City of Rohnert Park, County of Sonoma:
 - i. Open Public Hearing.
 - ii. Close Public Hearing.
 - b. Consider the following resolutions relating to the formation of and special election within CFD No. 2015-01 (University District):
 - i. Resolution of formation establishing CFD No. 2015-01 (University District) and providing for the levy of a special tax to finance the construction and acquisition of certain public facilities and certain development impact fees;
 - ii. Resolutions deeming it necessary to incur bonded indebtedness to finance certain development impact fees and the acquisition and construction of certain public facilities, and to mitigate the impacts of development within CFD No. 2015-01 (University District), Improvement Area No. 1 and Improvement Area M.
 - iii. Resolutions calling special mailed-ballot election within CFD No. 2015-01 (University District), Improvement Area No. 1 and Improvement Area M.
 - c. Conduct proceeding with respect to CFD No. 2015-01 (University District):
 - i. Conduct special elections within CFD No. 2015-01 (University District), Improvement Area No. 1 and Improvement Area M.
 - d. Consider the following resolutions relating to the special election within CFD No. 2015-01 (University District):
 - i. Resolutions declaring results of special election within CFD No. 2015-01 (University District), Improvement Area No. 1 and Improvement Area M.
 - e. Conduct first reading of the following ordinances:
 - i. Ordinances levying a special tax for fiscal year 2015-16 and following relating to CFD No. 2015-01 (University District), Improvement Area No. 1 and Improvement Area M.

SUMMARY AND APPROVALS

PROGRAM:	STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM (“SCIP”)
PROJECT:	CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-01 (UNIVERSITY DISTRICT), CITY OF ROHNERT PARK, COUNTY OF SONOMA (THE “COMMUNITY FACILITIES DISTRICT”) AND IMPROVEMENT AREA NO. 1 AND IMPROVEMENT AREA M THEREIN (THE “IMPROVEMENT AREAS”).
PURPOSE:	<ol style="list-style-type: none">1. CONDUCT PUBLIC HEARING2. FORM COMMUNITY FACILITIES DISTRICT AND THE IMPROVEMENT AREAS THEREIN, INCLUDING REVISIONS TO THE RATE AND METHOD OF APPORTIONMENT FOR IMPROVEMENT AREA M AND REVISION TO THE BOUNDARY MAP3. CONSIDER RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS ON BEHALF OF THE COMMUNITY FACILITIES DISTRICT.4. CONSIDER RESOLUTION CALLING SPECIAL MAILED-BALLOT ELECTIONS WITHIN EACH IMPROVEMENT AREA PURSUANT TO UNANIMOUS WAIVER OF THE TIME LIMITS AND CERTAIN ELECTION PROCEDURES5. CONDUCT LANDOWNER ELECTIONS WITHIN EACH IMPROVEMENT AREA6. CONSIDER RESOLUTION DECLARING ELECTION RESULTS7. CONSIDER INTRODUCTION OF ORDINANCE LEVYING SPECIAL TAX
PRIMARY ACTIVITY:	FINANCE PUBLIC IMPROVEMENTS FOR THE UNIVERSITY DISTRICT RESIDENTIAL PROJECT IN THE CITY OF ROHNERT PARK

Background:

On May 7, 2015, this Commission adopted a Resolution of Intention to form its Community Facilities District No. 2015-01 (University District) and Improvement Area No. 1 and Improvement Area M therein. The Resolution of Intention set forth the proposed authority to be conferred upon the Commission and set a public hearing for the Commission to consider such authority (the “Proposal”). The public hearing was set in the Resolution of Intention for June 18, 2015.

Discussion

The Resolution of Intention directed the preparation of the hearing report that would describe the Proposal in detail and become part of the public record of the public hearing. The report has been prepared by David Taussig & Associates, the special tax consultant, and filed with the Commission. Staff requests that the Commission note in its minutes the receipt and availability to the public of the hearing report, which is hereby attached to this staff report as Attachment 1.

Staff requests that the Commission conduct the public hearing and consider any testimony that may be offered. There are only two property owners within the Community Facilities District and there are no registered voters residing within the Community Facilities District, thus only the two property owners have

standing to file a protest that could require abandonment of the proceedings. However, any interested member of the public may appear and testify and the Commission should consider such testimony for whatever persuasive force it may have.

The developers in the Community Facilities District have requested certain changes to the Rate and Method of Apportionment for Improvement Area M to alter the special tax on commercial property (which the special tax consultant has determined does not increase the probable special tax on any parcel), to remove a parcel from the boundary map and to adjust the boundary map to reflect certain lot line adjustments that have been recorded with the County of Sonoma.

If after the conclusion of the public hearing, if the Commission desires to proceed with formation of the Community Facilities District and each Improvement Area therein, staff requests that the Commission consider approval of the Resolution of Formation of the Community Facilities District and the Improvement Areas therein, approval of the Resolution Deeming it Necessary to Incur Bonded Indebtedness for each Improvement Area (collectively, the “Formation Resolutions”), Conduct the Election and Consider Election Results for each Improvement Area, and Consider Introduction of Ordinance Levying Special Tax for each Improvement Area.

Improvement Area No. 1 will be authorized to finance up to \$15 million in bonds. Improvement Area M will be authorized to finance up to \$45 million in bonds.

The property within the CFD is currently under construction. University Park is a development of 270 acres and 1,236 SFR units. Bonds will be issued first for Improvement Area No. 1 which consists of 399 single family units. Subsequent series of bonds will be issued for Improvement Area M for the remaining 837 units. The first series of bonds in an amount of \$13,000,000* is expected to be issued in the fourth quarter of 2015. The project is adjacent to Sonoma State University and is a development of Brookfield Homes.

Executive Director Recommendations:

In connection with the proposed Community Facilities District bond issuance, based on the overall public benefit and conformance to the CSCDA Issuance Policies, the Executive Director recommends that this Commission:

1. Conduct a public hearing and consider any testimony that may be offered;
2. Adopt Resolution of Formation;
3. Adopt Resolution Deeming it Necessary to Incur Bonded Indebtedness for Improvement Area No. 1;
4. Adopt Resolution Deeming it Necessary to Incur Bonded Indebtedness for Improvement Area M;
5. Adopt Resolution Calling Special Mailed-Ballot Election for Improvement Area No. 1;
6. Adopt Resolution Calling Special Mailed-Ballot Election for Improvement Area M;
7. Conduct the Elections;
8. Upon certification from Bond Counsel/Program Manager that the ballots voting in favor of formation and waivers have been received, adopt Resolution Declaring Election Results for Improvement Area No. 1;

9. Upon certification from Bond Counsel/Program Manager that the ballots voting in favor of formation and waivers have been received, adopt Resolution Declaring Election Results for Improvement Area M;
10. Conduct first reading of Ordinance Levying Special Tax for Improvement Area No. 1;
11. Conduct first reading of Ordinance Levying Special Tax for Improvement Area M; and
12. Set date for second reading and adoption of each ordinance.

RESOLUTION NO. 15R-37

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

A RESOLUTION OF FORMATION ESTABLISHING CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-01 (UNIVERSITY DISTRICT), CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND PROVIDING FOR THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE THE CONSTRUCTION AND ACQUISITION OF CERTAIN PUBLIC FACILITIES AND TO FINANCE CERTAIN DEVELOPMENT IMPACT FEES

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) duly adopted its Resolution No. 15R-14 (the “Resolution of Intention”) on May 7, 2015 wherein the Commission declared its intention to and proposed to establish a community facilities district within the jurisdictional boundaries of the City of Rohnert Park, in the County of Sonoma, California (the “City”), to be designated and known as “California Statewide Communities Development Authority Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma, State of California” (the “Community Facilities District”), including Improvement Area No. 1 (“Improvement Area No. 1”) and Improvement Area M (“Improvement Area M” and, together with Improvement Area No. 1, the “Improvement Areas”) therein, to authorize levying a special tax therein to retire the lien established by the City’s Assessment District 2005-01 (the “Lien”), to finance the acquisition and construction of certain public capital facilities to be owned by the City, and to finance certain development impact fees to pay for other public capital facilities to be owned by the City, all under and pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State of California (the “Act”); and

WHEREAS, the public facilities and development impact fees described in the previous paragraph are collectively referred to herein as the “Improvements”; and

WHEREAS, Exhibit A to the Resolution of Intention, and incorporated therein by reference, is Resolution No. 2014-160 adopted by the Rohnert Park City Council on November 25, 2014, and entitled “A Resolution of the City Council of the City of Rohnert Park Authorizing the California Statewide Communities Development Authority (the “Authority”) to Form a Community Facilities District Within the Territorial Limits of the City of Rohnert Park and Related Matters” (the “City Resolution”); and

WHEREAS, the City Resolution is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the City Resolution provided that the adoption of a Resolution of Intention for the Community Facilities District by the Commission would act as an acceptance, by the Authority, of the terms of the joint community facilities agreement embodied in the City Resolution; and

WHEREAS, by its adoption of the Resolution of Intention the Commission accepted the terms of the joint community facilities agreement embodied in the City Resolution; and

WHEREAS, the Resolution of Intention fixed a time and place for a public protest hearing (the “Public Hearing”) to be held by the Commission to consider the establishment of the Community Facilities District, the authorization of the special tax to be levied and collected within each Improvement Area of the Community Facilities District (the “Special Tax”), the proposed rate, method of apportionment and manner of collection of the Special Tax; the retirement of the Lien and the Improvements proposed to be authorized to be paid for with the proceeds of the Special Tax collections, the establishment of an appropriations limit for each Improvement Area of the Community Facilities District, and all other matters set forth in the Resolution of Intention; and

WHEREAS, in the Resolution of Intention the Commission approved the boundary map, as provided for and described in California Streets and Highways Code Section 3110, entitled “Proposed Boundaries of California Statewide Communities Development Authority Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma, State of California” (the “Proposed Boundary Map”), which Proposed Boundary Map was recorded on May 22, 2015, in the Book of Maps of Assessment and Community Facilities Districts maintained by the County Recorder of the County of Sonoma in Book 770 at Pages 19 and 20, and as Instrument No. 2015044226; and

WHEREAS, Section 17 of the Resolution of Intention provides that the Commission may at the public hearing modify the Resolution of Intention by removing any territory from an Improvement Area; and

WHEREAS, the Commission now desires to amend the Proposed Boundary Map (1) to eliminate one parcel from the proposed boundaries of Improvement Area M, and (2) to adjust the boundaries of one parcel in Improvement Area No. 1 and one parcel in Improvement Area M based on recorded lot line adjustments, and to make no other changes; and

WHEREAS, there has been submitted to the Commission an amended boundary map, as provided for and described in California Streets and Highways Code Section 3110, entitled “Amended Boundaries of California Statewide Communities Development Authority Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma, State of California” (the “Amended Boundary Map”), as shown in Exhibit B, attached hereto and incorporated herein by this reference; and

WHEREAS, Exhibit D-1 to the Resolution of Intention, and incorporated therein by reference, is the rate and method of apportionment of the Special Tax for Improvement Area No. 1 (the “RMA for Improvement Area No. 1”), and Exhibit D-2 to the Resolution of Intention, and incorporated therein by reference, is the rate and method of apportionment of the Special Tax for Improvement Area M (the “Initial RMA for Improvement Area M”);

WHEREAS, the Commission now desires to amend and restate the Initial RMA for Improvement Area M to adjust the special tax rate on parcels to be zoned commercial; and

WHEREAS, there has been submitted to the Commission an amended and restated rate and method of apportionment for Improvement Area M (the “Amended and Restated RMA for Improvement Area M”); and

WHEREAS, pursuant to the Resolution of Intention, the Authority’s special tax consultant, David Taussig & Associates (the “Special Tax Consultant”), on behalf of the City, submitted a report (the “Hearing Report”) to the Commission on the need for and estimated cost of the proposed Improvements to be financed; and

WHEREAS, the Special Tax Consultant has determined that the Amended and Restated RMA for Improvement Area M does not increase the probable special tax described in the Initial RMA for Improvement Area M to be paid by any landowner or resident within Improvement Area M and, therefore, the Hearing Report does not include a brief analysis of the impact of the proposed modifications on the probable special tax to be paid by any owners of such lots or parcels of land in Improvement Area M pursuant to Section 17 of the Resolution of Intention; and

WHEREAS, the Commission has reviewed the Hearing Report, and it is incorporated herein by this reference and made a part of the record of the Public Hearing; and

WHEREAS, pursuant to the Resolution of Intention, the Public Hearing was set by the Commission for Thursday, the 18th day of June, 2015, at the hour of 10:00 o’clock A.M., at the offices of the California State Association of Counties, 1100 K Street, Sacramento, California 95814 (the “Public Hearing”); and

WHEREAS, Bond Counsel has filed a certificate with the Commission establishing that proper and timely notice of the Public Hearing was published in the *THE COMMUNITY VOICE* and that proper and timely notice was mailed to the landowners within each Improvement Area of the Community Facilities District; and

WHEREAS, at or shortly after the time set forth in the Notice of Public Hearing, the Commission held the Public Hearing at the place designated to consider the establishment of the Community Facilities District and each Improvement Area therein, the proposed rate, method of apportionment and manner of collection of the Special Tax, the retirement of the Lien and the Improvements proposed to be financed, the establishment of the appropriations limit, and all other matters set forth in the Resolution of Intention; and

WHEREAS, at the Public Hearing all persons interested, including all taxpayers, property owners and registered voters within the Community Facilities District and each Improvement Area therein, were given an opportunity to appear and to be heard, and the testimony of all interested persons and all taxpayers, property owners and registered voters for or against the establishment of the Community Facilities District and Improvement Areas therein and the levy of the Special Tax, or the extent of the Community Facilities District and Improvement Areas therein, or the financing of the retirement of the Lien or any of the proposed Improvements, or the establishment of the appropriations limit for any Improvement Area of the Community Facilities District, or any other matters set forth in the Resolution of Intention, was heard and considered; and

WHEREAS, all registered voters residing within the boundaries of the proposed Improvement Areas of the Community Facilities District, if any, and all owners of land within the boundaries of the proposed Improvement Areas of the Community Facilities District that would not be exempt from the proposed levy of Special Tax, were allowed to submit written protests to any aspect of the proposals contained in the Resolution of Intention, and permitted to withdraw their protests prior to the close of the Public Hearing; and

WHEREAS, the Commission is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The above recitals are true and correct, and the Commission so finds and determines.

Section 2. Except to the extent inconsistent with this Resolution, the Resolution of Intention is reaffirmed, and its provisions and findings are, to that same extent, incorporated herein by this reference.

Section 3. The Special Tax Consultant is hereby authorized and directed to record a copy of the Amended Boundary Map with the County Recorder of Sonoma County in accordance with the provisions of Section 3113 of the California Streets and Highways Code.

Section 4. The Commission finds and determines that as of the close of the Public Hearing, written protests, if any, to the establishment of the Community Facilities District and the Improvement Areas therein, or to the levy of the Special Tax, or to the extent of the Community Facilities District or the Improvement Areas therein, or to the retirement of the Lien, or to the acquisition and construction of any of the Improvements described in the Resolution of Intention, or to the establishment of the appropriations limit for any Improvement Area of the Community Facilities District, or to any other matters contained in the Resolution of Intention, were submitted by less than 50 percent of the registered voters, or by less than six of the registered voters, if any, residing within any Improvement Area of the Community Facilities District. Similarly, the Commission finds that at the close of the Public Hearing, such written protests, if any, were submitted by the owners of less than one-half of the area of land in the territory proposed to be included in each Improvement Area of the Community Facilities District and not exempt from the Special Tax. Thus, the Commission finds that it is not precluded, by the Act, from proceeding further in this matter. The Commission hereby further orders and determines that all protests to the establishment of the Community Facilities District and the Improvement Areas therein, or the levy of the Special Tax proposed to be levied therein, or the extent of the Community Facilities District and the Improvement Areas therein, or the retirement of the Lien, or the acquisition and construction of any of the described Improvements, or the establishment of the appropriations limit for each Improvement Area of the Community Facilities District, that may have been submitted, have been considered and are hereby overruled.

Section 5. The Improvements authorized to be financed by and through the Community Facilities District and each Improvement Area are those shown on Exhibit E to the City Resolution attached hereto as Exhibit A. The Commission finds that the description of the

Improvements does not in any way exceed the description of the authorized facilities proposed in the Resolution of Intention. All of the Improvements to be financed directly or through development impact fees have an estimated useful life of five (5) years or longer, and are Improvements that the City or other local governmental agencies are authorized by law to construct, own or operate, or to which they may contribute revenue, and that are necessary to meet increased demands placed upon the City as a result of development occurring and anticipated to occur within each Improvement Area. The Improvements need not be physically located within either Improvement Area.

Section 6. The cost of financing the acquisition and construction of the Improvements includes incidental expenses for the Improvements comprising the costs of planning and designing the Improvements, together with the costs of environmental evaluations thereof, and all costs associated with the creation of the Community Facilities District and each Improvement Area, the issuance of any bonds, the determination of the amount of the Special Tax or the collection or payment of the Special Tax and costs otherwise incurred in order to carry out the authorized purposes of the each Improvement Area, together with any other expenses incidental to the acquisition and construction of the Improvements. A representative list of incidental expenses proposed to be incurred are set forth on Exhibit C attached hereto, which by this reference is incorporated herein and made a part of this Resolution.

Section 7. The proposed rate and method of apportionment for Improvement Area No. 1 and the proposed amended and restated rate and method of apportionment for Improvement Area M (each, an “RMA”), including the maximum annual special tax, shall be as set forth in Exhibits D-1 and Exhibit D-2, respectively, attached hereto and incorporated herein and made a part hereof. Exhibit D-1 contains the RMA for Improvement Area No. 1; and Exhibit D-2 contains the Amended and Restated RMA for Improvement Area M. Each RMA provides sufficient detail to allow each landowner or resident within the Improvement Area to estimate the maximum amount that such person will have to pay, and specifies the conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied. The Amended and Restated RMA for Improvement Area M does not increase the probable special tax described in the Initial RMA for Improvement Area M to be paid by any landowner or resident within Improvement Area M and, therefore, the Hearing Report does not include a brief analysis of the impact of the proposed modifications on the probable special tax to be paid by any owners of such lots or parcels of land in Improvement Area M pursuant to Section 17 of the Resolution of Intention.

The maximum authorized special tax for retiring the Lien and financing the acquisition and construction of the Improvements that may be levied against any parcel of land used for private residential purposes (which use commences no later than the date on which an occupancy permit for private residential use is issued) is specified as a dollar amount and shall not increase in accordance with the RMA set forth in Exhibit D-1 or Exhibit D-2, as applicable. The Special Tax shall not be levied for retiring the Lien or financing the acquisition and construction of the Improvements against such property after the time stated in Exhibit D-1 or Exhibit D-2, as applicable. Under no circumstances shall the Special Tax be increased on such property, as a consequence of delinquency or default by the owners of any other parcel or parcels of land within each Improvement Area, by more than ten percent (10%) above the level that would have been levied had there been no delinquencies. Special Tax revenues from one

Improvement Area may secure and repay bonds or indebtedness authorized by another Improvement Area of the Community Facilities District if the bond documents so provide.

Section 8. If the election referred to in Section 13 hereof results in the approval of the ballot measure described herein, then upon recordation of a Notice of Special Tax Lien within each Improvement Area pursuant to Section 3114.5 of the Streets and Highways Code of the State of California, a continuing lien to secure each levy of the Special Tax (as defined in each RMA) shall attach to all nonexempt real property in the related Improvement Area of the Community Facilities District, which lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien cancelled in accordance with law or until collection of the Special Tax by the Commission ceases and a Notice of Cessation of Special Tax is recorded in accordance with Section 53330.5 of the Act.

Section 9. If the election referred to in Section 13 hereof results in the approval of the ballot measure described herein, then except where funds are otherwise available, the Special Tax shall be annually levied within each Improvement Area of the Community Facilities District in an amount sufficient to finance the Improvements, including but not limited to the payment of interest on and principal of any bonds to be issued to finance the Improvements; the making of lease payments for any public facilities (whether in conjunction with the issuance of certificates of participation or not); and the repayment of funds advanced by the City or the Developer for each Improvement Area and including the repayment under any acquisition, deposit, or other agreement (which shall not constitute a debt or liability of the Authority) of advances of funds or reimbursement for the lesser of the value or cost of work in-kind provided by any person for the Community Facilities District and each Improvement Area therein; shall be annually levied within each respective Improvement Area of the Community Facilities District.

Section 10. If the election referred to in Section 13 hereof results in the approval of the ballot measure described herein, then the Special Tax will be collected through the regular County of Sonoma secured property tax bills, and will be subject to the same enforcement mechanism, and the same penalties and interest for late payment, as regular ad valorem property taxes; however, the Commission reserves the right to utilize any other lawful means of billing, collecting and enforcing the Special Tax, including direct billing, supplemental billing, and, when lawfully available, judicial foreclosure of the Special Tax lien.

Section 11. Should any property subject to the Special Tax be acquired by a public agency and then leased for private purposes, the Commission, pursuant to Section 53340.1 of the Act, will levy the Special Tax on the leasehold or possessory interests in property owned by a public agency (which property is otherwise exempt from the Special Tax), to be payable by the owner of the leasehold or possessory interests in such property.

Section 12. The Commission, pursuant to Section 53325.7 of the Act, hereby establishes the initial appropriations limit (fiscal year 2015-2016), as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the Community Facilities District in the amount of \$1,500,000 for Improvement Area No. 1, and in the amount of \$4,500,000 for Improvement Area M, subject to voter approval.

Section 13. The Commission will submit the authorizations of this Resolution to the qualified electors of each Improvement Area of the Community Facilities District in a special mailed-ballot election. Based on findings to be formally made by the Commission in a Resolutions to be adopted this date Calling a Special Mailed-Ballot Election within each Improvement Area of the Community Facilities District, to which reference is made for further particulars, the qualified electors of the Community Facilities District are the landowners owning property that will not be exempt from the Special Tax within the Community Facilities District, in accordance with Section 53326(b) of the Act.

Section 14. The Improvements will not be constructed by the City and, therefore, in the opinion of the Commission, the public interest will not be served by allowing the property owners in each Improvement Area to intervene in a public bidding process pursuant to Section 53329.5(a) of the Act.

Section 15. The firm of David Taussig & Associates, 5000 Birch Street, Suite 6000, Newport Beach, California 92660, telephone (949) 955-1500, will be responsible for annually preparing, or causing to be prepared, the roll of Special Tax levies on the parcels within each Improvement Area of the Community Facilities District identified by Sonoma County Assessor's parcel numbers, and will be responsible for estimating future Special Tax levies pursuant to Section 53340.2 of the Act.

Section 16. The Commission finds and determines that all proceedings conducted and approved by the Commission with respect to the establishment of the Community Facilities District and each Improvement Area therein, up to and including the adoption of this Resolution, and the other Resolutions adopted this date in connection with the Community Facilities District and the Improvement Areas therein, are valid and in conformity with the requirements of the Act, and this determination is final and conclusive for all purposes and is binding upon all persons. Accordingly, the Commission finds, determines and orders that the Community Facilities District and each Improvement Area is hereby established with all of the authorities described and set forth in this Resolution, the exercise of which is subject only to the election.

Section 17. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of June, 2015.

I, the undersigned, a duly appointed and qualified Authorized Signatory of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on June 18, 2015.

By: _____
Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A
[CITY RESOLUTION]

RESOLUTION NO. 2014-160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (THE "AUTHORITY") TO FORM A COMMUNITY FACILITIES DISTRICT WITHIN THE TERRITORIAL LIMITS OF THE CITY OF ROHNERT PARK AND RELATED MATTERS

WHEREAS, the City of Rohnert Park (the "City") is a municipal corporation duly organized and existing under and by virtue of the laws of the State of California (the "State"); and

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a California joint-exercise of powers authority lawfully formed and operating within the State pursuant to an agreement (the "Joint Powers Agreement") entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code; and

WHEREAS, the City is a party to the Joint Powers Agreement and by virtue thereof a member (a "Program Participant") of the Authority; and

WHEREAS, the Joint Powers Agreement was entered into to establish the Authority as an agency authorized to issue bonds to finance projects within the territorial limits of its Program Participants; and

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its Program Participants; and

WHEREAS, the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the "Act") is an applicable provision of State law available to, among other things, finance public improvements necessary to meet increased demands placed upon local agencies as a result of development; and

WHEREAS, there is a development project in the City owned by Vast Oak Properties L.P., a California limited partnership, and University District LLC, a Delaware limited liability company (respectively, the "Development Project" and the "Developer"); and

WHEREAS, the City and the Developer have entered into an Amended and Restated Development Agreement dated April 22, 2014, which, among other things, allows Developer at its sole discretion to elect to form a community facilities district through the Authority so long as the Authority establishes the community facilities district in accordance with the City's goals and policies as set forth in its Resolution 2006-076 (attached as Exhibit A)

and such that its terms are in compliance with Section 4.04 of the Amended and Restated Development Agreement (attached as Exhibit B); and

WHEREAS, the Developer has exercised its sole discretion and wishes to form the community facilities through the Authority and City respects this discretion, as outlined in the Amended and Restated Development Agreement; and

WHEREAS, the Development Project will promote economic development, the stimulation of economic activity, and the increase of the tax base within the City; and

WHEREAS, both the Authority and the City are "local agencies" under the Act; and

WHEREAS, the Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Act; and

WHEREAS, entering into such an agreement with the Authority to authorize the Authority to form a community facilities district within the territorial limits of the City to finance public improvements and fees required of the Development Project is consistent with the City's commitments in the Amended and Restated Development Agreement; and

WHEREAS, a form of Funding, Acquisition, Improvement and Public Facilities Fee Credit Agreement (the "Acquisition Agreement") between the City, the Authority and the Developer has been presented to the City Council, as Exhibit C, and is on file with the City Clerk; and

WHEREAS, nothing herein constitutes the City's approval of any applications, Development Project entitlements and/or permits, and such, to the extent required in the future, are subject to and contingent upon City Council approval following, to the extent applicable, environmental review in compliance with the California Environmental Quality Act ("CEQA"); and

WHEREAS, nothing herein affects, without limitation, requirements for and/or compliance with any and all applicable and/or necessary improvement standards, land use requirements or subdivision requirements relating to the Development Project or any portion thereof, which obligations are and shall remain independent and subsisting; and

WHEREAS, the City Council is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Rohnert Park that it does hereby find, determine, declare and resolve as follows:

Section 1. The City hereby specifically finds and declares that the actions authorized hereby constitute and are with respect to municipal affairs of the City and the statements, findings and determinations of the City set forth in the recitals above and in the preambles of the documents approved herein are true and correct and material to the adoption of this resolution.

Section 2. This resolution shall constitute full "local approval," under Section 9 of the Joint Powers Agreement, for the Authority to undertake and conduct proceedings in accordance herewith and under the Act to form a community facilities district (the "Community Facilities District") with boundaries substantially as shown on Exhibit D, attached hereto and incorporated by this reference, and to authorize a special tax and to issue bonds with respect thereto.

Section 3. The Joint Powers Agreement, together with the terms and provisions of this resolution, shall together constitute a joint community facilities agreement between the City and the Authority under the Act, as, without this resolution, the Authority has no power to conduct proceedings under the Act to form the Community Facilities District. Adoption by the Commission of the Authority of the Resolution of Intention to form the Community Facilities under the Act shall constitute acceptance of the terms hereof by the Authority.

Section 4. This resolution and the agreement it embodies are determined to be beneficial to the residents of the City, and of the future residents of the area within the Community Facilities District.

Section 5. The City has adopted Local Goals and Policies as required by Section 53312.7 of the Act. The Amended and Restated Development Agreement requires the use of the City's Local Goals and Policies, as outlined in Resolution 2006-276 and attached as Exhibit A, in connection with the formation and administration of any Community Facilities District. The City hereby agrees that the Authority may act in lieu of the City under those Local Goals and Policies in forming and administering the Community Facilities District. The City also agrees that in lieu of the letter of credit described under Section 2 of the Local Goals and Policies, and unless specifically modified by Council Resolution, for the first bond issue, the Authority will require:

- A value to lien (VTL) ratio of not less than 5:1 on undeveloped property
- At least 2 years of capitalized interest
- A reserve fund equivalent to the Internal Revenue Code maximum

For any subsequent bond issues, the City Manager and staff from the Authority may agree upon alternative bond security measures provided that in no case shall bond security be less than is required by the Act.

The Authority also agrees that with respect to all matters other than the letter of credit described under Section 2 of the Local Goals and Policies, that it will comply strictly with the City's Local Goals and Policies as outlined in Resolution 2006-276 in forming and administering the Community Facilities District and in the issuance of bonds and that no waiver or exception to any of those Local Goals and Policies will be approved without prior written consent of the City.

Section 6. Pursuant to the Act and this resolution, the Authority may conduct proceedings under the Act to form the Community Facilities District and to have it authorize the financing of the facilities and fees set forth on Exhibit E, attached hereto and incorporated by this reference, with first priority given to retiring the lien established by the City's Assessment District 2005-01. All of the facilities whether to be financed directly or through fees are facilities that have an

expected useful life of five years or longer and are facilities that the City is authorized by law to construct, own or operate or to which they may contribute revenue. The facilities are referred to herein as the "Improvements" and the Improvements to be owned by the City are referred to as the "City Improvements". The fees are referred to as the "Fees" and the Fees paid or to be paid to the City are referred to as the "City Fees".

Section 7. The City Council certifies to the Commission of the Authority that all of the City Improvements including the improvements to be constructed or acquired with the proceeds of City Fees are necessary to meet increased demands placed upon the City of Rohnert Park as a result of development occurring or expected to occur within the Community Facilities District.

Section 8. The Authority will apply the special tax collections initially as required by the documents under which any bonds are issued; and thereafter to the extent not provided in the bond documents, may pay its own reasonable administrative costs incurred in the administration of the Communities Facility District. The Authority will remit any special revenues remaining after the final retirement of all bonds to the City. The City will apply such special revenues it receives for authorized City Improvements or City Fees and its own administrative costs only as permitted by the Act. The City and the Authority acknowledge that nothing in this Resolution prevents the City from recovering its costs associated with supporting the formation of the community facilities district and/or the review, permitting, inspection, acquisition audit and acquisition of City Improvements and/or the administration of the City's fee programs through means other than the collection of special taxes.

Section 9. The Authority will administer the Community Facilities District, including employing and paying all consultants; annually levying the special tax and all aspects of paying and administering the bonds, and complying with all State and Federal requirements appertaining to the proceedings including the requirements of the United States Internal Revenue Code. The City will cooperate in a commercially reasonable manner with the Authority in respect to the requirements of the Internal Revenue Code as related to the City Improvements and City Fees, and to the extent information is required of the City to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the bonds, although the City will not participate in nor be considered to be a participant in the proceedings respecting the Community Facilities District (other than as a party to the agreement embodied by this Resolution) nor will the City be or be considered to be an issuer of the bonds.

Section 10. In the event the Authority completes issuance and sale of bonds, and bond proceeds are available to finance the Improvements, the Authority shall establish and maintain a fund to be known as the "City of Rohnert Park University Park Community Facilities District Acquisition and Construction Fund" (the "Acquisition and Construction Fund"). The portion of the bond proceeds which is intended to be utilized to finance the Improvements and Fees shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for the City Improvements and City Fees. As described in Section 6, first priority for bond proceeds deposited in the Acquisition and Construction Fund will be retiring the lien established by the City's Assessment District 2005-01.

Section 11. As respects the Authority, the City agrees to fully administer, and to take full governmental responsibility for the acquisition of the City Improvements and for the administration and expenditure of the City Fees including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority shall have no responsibility in that regard. The City reserves the right, as respects the Developer, to require the Developer to contract with the City to assume any portion or all of this responsibility. As described in Section 8, the City reserves the right to collect its reasonable costs for all activities, including consultant costs and administrative costs, through means available to it including but not limited to those described in the Amended and Restated Development Agreement.

Section 12. The City agrees to indemnify and to hold the Authority, its other members and its other members' officers, agents and employees, and the other local agencies, and their offices, agencies and employees (collectively the "Indemnified Parties") harmless from any and all claims, suits and damages (including costs and reasonable attorney's fees) arising out of the design, engineering, construction and installation of the City Improvements and the improvements to be financed or acquired with City Fees. The City reserves the right, as respects the Developer, to require the Developer to assume by contract with the City any portion or all of this responsibility. Consistent with the requirements of Section 4.04 of the Amended and Restated Development Agreement, Developer is obligated to and has agreed to assume all of this responsibility pursuant to the concurrent execution of the Acquisition Agreement, which is more specifically described in Paragraph 15.

Section 13. As respects the Authority, the City agrees that - once it determines that the City Improvements are constructed according to the approved plans and specifications, and the City and the Developer have put in place their agreed upon arrangements for the funding of maintenance of the City Improvements - City will accept ownership of the City Improvements, take maintenance responsibility for the City Improvements and indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims etc., arising out of the use and maintenance of the City Improvements. The City reserves the right, as respects the Developer, to require the Developer by contract with the City to assume any portion or all of this responsibility. Consistent with the requirements of Section 4.04 of the Amended and Restated Development Agreement, Developer is obligated to and has agreed to assume all of this responsibility pursuant to the concurrent execution of the Acquisition Agreement, which is more specifically described in Paragraph 15.

Section 14. The City acknowledges the requirement of the Act that if the City Improvements are not completed prior to the adoption, by the Authority Commission, of the Resolution of Formation of the Community Facilities District, the City Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the City. The City acknowledges that this means all City Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The City reserves the right, as respects the Developer to assign appropriate responsibility for

compliance with this paragraph to the Developer. Consistent with the requirements of Section 4.04 of the Amended and Restated Development Agreement, Developer is obligated to and has agreed to assume all of this responsibility pursuant to the concurrent execution of the Acquisition Agreement, which is more specifically described in Paragraph 15.

Section 15. The form of the Acquisition Agreement, attached as Exhibit C and incorporated by this reference, is hereby approved, and the City Manager or such officer's designee (the "City Manager") is authorized to execute, and deliver to the Developer and the Authority, the Acquisition Agreement on behalf of the City in substantially similar form, with such changes as shall be approved by the City Manager after consultation with the City Attorney and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 16. After completion of the City Improvements and appropriate arrangements for the maintenance of the City Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Act and in the Acquisition Agreement, to the satisfaction of the City, and in conjunction with the City's acceptance thereof, acquisition of the City Improvements shall be undertaken as provided in the Acquisition Agreement.

Section 17. The City hereby consents to the formation of the Community Facilities District in accordance with this Resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the Community Facilities District with the understanding that the Authority will hereafter take each and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the bonds, all at no cost to the City and without binding or obligating the City's general fund or taxing authority.

Section 18. The terms of the Agreement embodied by this Resolution may be amended by a writing duly authorized, executed and delivered by the City and the Authority, except that no amendment may be made after the issuance of the bonds by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding bonds.

Section 19. Except to the extent of the City's agreement to take responsibility for the ownership of the City Improvements, no person or entity, including the Developer shall be deemed to be a third party beneficiary of this Resolution, and nothing in this resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the City (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this Resolution.

Section 20. This Resolution shall remain in force until all bonds have been retired and the authority to levy the special tax conferred by the Community Facilities District proceedings has ended or is otherwise terminated.

Section 21. The City Council hereby authorizes and directs the City Manager and other appropriate City staff to cooperate with the Authority and its consultants and to do all things

reasonably necessary and appropriate to carry out the intent of this Resolution and the Community Facilities District financing, to execute any and all certificates and documents in connection with the bond issuance and to execute any and all Acquisition Agreements, as shall be approved by the City Manager after consultation with the City Attorney and the Authority's bond counsel.

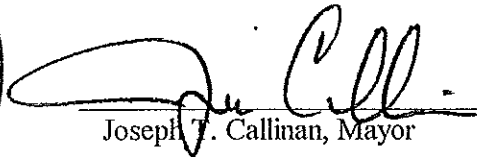
Section 22. The City Council hereby approves delivery of a certified copy of this Resolution to the Authority.

Section 23. This Resolution shall take effect upon its adoption.


DULY AND REGULARLY ADOPTED this 25th day of November, 2014.

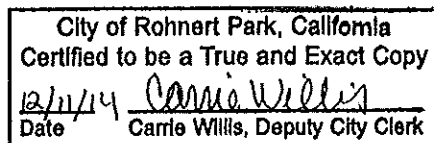


CITY OF ROHNERT PARK


Joseph T. Callinan, Mayor

ATTEST:


JoAnne M. Buerger, City Clerk



BELFORTE: Absent MACKENZIE: Aye STAFFORD: Aye AHANOTU: Aye CALLINAN: Aye
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

RESOLUTION NO. 2006-276

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
APPROVING A
STATEMENT OF LOCAL GOALS AND POLICIES CONCERNING THE USE OF THE
MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982**

WHEREAS, pursuant to Section 53312.7 of the California Government Code a local agency may initiate proceedings to establish a Community Facilities District (CFD) only if it has first considered and adopted Local Goals and Policies Concerning the use of the Mello-Roos Community Facilities Act of 1982; and

WHEREAS, a CFD is one of three (3) approved principal financing mechanisms utilized in the City of Rohnert Park's Public Facilities Finance Plan; and

WHEREAS, the City of Rohnert Park (City) has agreed to use its best effort to adopt Local Goals and Policies within ninety (90) days following the Effective Date of the City's Development Agreement with the University District LLC and Vast Oak Properties L.P.; and

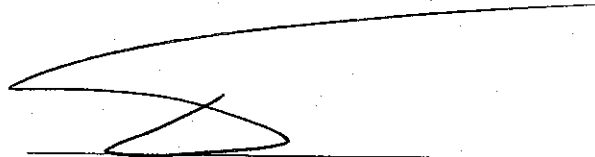
WHEREAS, the Local Goals and Policies are designed to ensure that CFDs created are made for the public good and comply with all relevant laws, acts and agreements; and

WHEREAS, the Goals and Policies may be amended or supplemented by City Council resolution at any time, and approval does not obligate the City Council in any way to create CFDs if they meet the parameters set forth; and

BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve The City of Rohnert Park Statement of Local Goals and Policies Concerning the use of the Mello-Roos Community Facilities Act of 1982, as outlined in Exhibit "A" attached.

DULY AND REGULARLY ADOPTED this 28th day of November, 2006.

CITY OF ROHNERT PARK



Mayor Tim Smith

ATTEST:


City Clerk Deputy



BREEZE: AYE FLORES: AYE MACKENZIE: AYE
VIDAK-MARTINEZ: ABSENT SMITH: AYE
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

EXHIBIT "A"

CITY OF ROHNERT PARK STATEMENT OF LOCAL GOALS AND POLICIES CONCERNING THE USE OF THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982

Pursuant to Section 53312.7 of the California Government Code, the City Council of Rohnert Park (hereafter the "City Council") hereby states its goals and policies concerning the use of the Mello-Roos Community Facilities Act of 1982, Section 53311, et seq. of the California Government Code (hereafter the "Act"), in providing adequate public infrastructure improvements for the City of Rohnert Park (the "City") and in refunding existing debt on land within the City. In addition, the Act may be used to provide for the maintenance, repair, reconstruction and replacement of any of the foregoing infrastructure improvements. The following goals and policies shall apply to each community facilities district (a "CFD") hereafter formed by the City.

Any policy or goal stated herein may be supplemented or amended or deviated from, and new goals and policies may be added hereto, from time to time upon a determination by the City Council that such supplement, amendment, deviation or addition is necessary or desirable. Any policy or goal stated herein shall be deemed amended or supplemented in the event, and as of the date, if ever, that such amendment or supplement is required to ensure compliance with:

- a. Development Agreements entered into or amended by the City in accordance with Government Code Section 65864 et. seq.;
- b. The Act;
- c. Any other laws of the State of California; or
- d. Laws of the United States of America.

1. Priority for Financing Various Kinds of Public Facilities Through the Use of the Act.

It is the policy of the City to give priority to the financing, through the use of the Act, as follows:

- a) Refinancing of pre-existing assessment liens and refunding of any bonds secured by said liens as these may affect land within the CFD;
- b) Financing of the design, construction and/or acquisition of public infrastructure identified in the City's Public Facilities Finance Plan (PFFP) as it may be amended from time to time, as such infrastructure mitigates impacts caused by development occurring within the CFD, and to the extent that such infrastructure may lawfully be financed under the Act; and
- c) Financing of the design, construction and/or acquisition of other public infrastructure improvements directly benefiting the City, which improvements may include, but are not limited to, in-track improvements, park improvements, storm drainage improvements, public roadways and sidewalks.

It is also the policy of the City to assist in the financing of the design, construction and/or acquisition of other public facilities, through the use of Joint Public Facilities Financing Agreements, when to do so will, in the sole discretion of the City Council acting as the legislative body of the affected CFD, result in a savings to residents or property owners, for example, by reducing costs of bond issuance

and/or administrative expenses. Such joint financing assistance shall be considered when it does not interfere with the financing of public infrastructure improvements directly benefiting the City.

2. Credit Quality Required of Bond Issues, Including Criteria in Evaluating the Credit Quality.

It is the policy of the City that prior to the issuance of any CFD bonds, the following conditions shall be met:

- a) Maximum special tax revenues from the CFD are reasonably expected to provide at least one hundred ten percent (110%) debt service coverage for each year of the term of such bonds;
- b) The bond issuance document establishes, and includes a covenant to cause special taxes to be levied in an amount sufficient to maintain, for the term of such bonds an adequately funded reserve fund securing such bonds in accordance with the regulations of the Internal Revenue Service (IRS).

In addition, in cases when development interests (Proponents) petition for CFD formation, the City may require that Proponents provide a letter of credit or other credit enhancement instrument in form and amount reasonably satisfactory to the City which is sufficient to ensure payment of the principal and interest payments on the CFD bonds for up to two (2) years following issuance thereof (computed without regard for the availability of capitalized interest or amounts on deposit in a debt service reserve fund).

Further, it is the policy of the City to comply with all provisions of the Act including, but not limited to, Section 53345.8, as such Section may be amended from time to time.

3. Steps to Ensure that Prospective Property Purchasers Are Fully Informed About Their Taxpaying Obligations.

It is the goal of the City that the CFD Proponents provide actual and conspicuous notice to all potential homeowners, taxpayers residing within, or taxpayers owning property within, the boundaries of a CFD.

In order to comply with this goal, it is the policy of the City that:

- a) All notices provided by the CFD Proponents shall be in compliance with applicable legal requirements, including, without limitation, applicable provisions of Government Code Section 53341.5;
- b) The form of such notice shall be acceptable to the City and shall at a minimum provide a comprehensive listing of all the fees, taxes and assessments to be charged to any and all owners of property within the CFD;
- c) The proposed form of such notice shall be submitted to the City, for review, at the same time that petitions requesting formation of the CFD are submitted; and
- d) The Proponents shall make revisions to the proposed form of notice as requested by the City;

It is the policy of the City to refrain from the issuance of any CFD bonds until the aforementioned notice is approved.

It is further the policy of the City that:

- a) In conformance with the Act, the Proponents shall provide potential property owners with a written and itemized notice of such projected costs and the manner in which they will be charged, which notice the potential property owner will sign;
- b) The Proponents shall provide a copy of each signed notice to the City's Community Development Director;
- c) The Proponents shall retain a copy of such notice in Proponents' files for at least fifteen (15) years following the date of such notice.

It is further the policy of the City to provide Section 53340.2 notice of special tax to any individual requesting such notice or any owner of property subject to a special tax levied by the City within five (5) working days of receiving a request for such notice.

4. Criteria for Evaluating the Equity of Tax Allocation Formulas, and Concerning Desirable and Maximum Amounts of Special Tax.

It is the goal of the City that each taxpayer residing within, or owning property within, the boundaries of any CFD hereafter established by the City pay special taxes which generally reflect such taxpayer's fair and reasonable share of his or her projected benefit from, and/or burden upon, the facilities to be constructed and/or maintained or of any refunding of existing debt within the CFD by such CFD.

It is the goal of the City that maximum special taxes on residential owner-occupied property, when taken together with (a) ad valorem taxes, (b) all other special taxes levied pursuant to the Act and (c) all assessments applicable to such property, do not exceed in any year 1.75% of the greater of the parcel's assessed value or a reasonable estimate of the sale price for the parcel and the residential or commercial unit to be constructed thereon.

In order to comply with this goal and when the Proponent requests that a "reasonable estimate" be used to calculate the maximum allowable special tax it is the policy of the City that:

- a) At least 120 days prior to the anticipated election date, as defined in the Act, the Proponent, at its cost, shall submit its method of estimating value for approval by the City;
- b) At least 100 days prior to the anticipated election date, the City shall provide the Proponent with requested changes to said method; and
- c) At least 30 days prior to the anticipated election date, the Proponent, at its cost, shall provide the City with the estimated values to be used in making the final determination of the maximum special tax.

It is the policy of the City to refrain from the issuance of any CFD bonds until the aforementioned appraisal process is satisfactorily completed.

It is further the policy of the City that the rate method of apportionment for special tax levied pursuant to the Act be drafted to allow a property owner to permanently satisfy the special tax (and remove the lien thereof) as to any taxable parcel by prepayment pursuant to Section 53344 of the Act.

It is further the policy of the City not to permit the escalation of maximum taxes.

5. Definitions, Standards, and Assumptions for Appraisals Required by Section 53345.8.

It is the goal of the City to conform, as nearly as practicable, to the California Debt and Investment Advisory Commission's Appraisal Standards for Land-Secured Financings, as such standards may be amended from time to time, provided, however, that the City Council may additionally amend such standards from time to time as it deems necessary and reasonable, in its own discretion, to provide needed infrastructure improvements within the City, while still accomplishing the goals set forth herein.

6. Standard for Advance of Expenses; Reimbursement.

It is the policy of the City that the Proponents of the CFD shall advance to the City actual out of pocket costs of formation of the CFD, sale of CFD bonds, and other costs and expenses associated with the CFD ("Advanced Costs"). Such Advanced Costs may include, without limitation, legal, financial, appraisal and engineering costs and expenses associated with:

- a) Formation of the CFD;
- b) Determination of the rate and method of apportionment and levy of the special tax;
- c) Review and approval of the plans and specifications for construction of the improvements;
- d) Determination of the value of the property;
- e) Sale of CFD bonds; and
- f) Any other costs or expenses reasonably incurred in connection with the CFD.

It is further the policy of the City that all such Advanced Costs, together with those reasonable out-of-pocket legal, engineering, and financial services costs incurred by Proponent directly related to establishment and implementation of the CFD, which may lawfully be financed under the Mello-Roos Act and other applicable law, shall be reimbursed from proceeds of the sale of CFD bonds in accordance with the provisions of the Reimbursement Agreement described below. However, in the event that the City is unable to make legally required findings in connection with the formation of the CFD and the issuance of CFD bonds for any reason, the City shall not be liable for any costs incurred by Proponents.

It is the policy of the City that when the proceeds of CFD bonds will be used for either reimbursement of costs incurred by Proponents or acquisition of facilities constructed by Proponents that City and Proponents will enter into a either a Reimbursement or Funding and Acquisition Agreement. The form of said agreements shall be reasonably acceptable to the City's bond counsel setting forth, among other things, the procedures for and mechanisms by which Proponents will be reimbursed, out of available proceeds of the CFD bonds, for improvements constructed and/or paid for by Proponents.

7. Issuance of Bonds

It is the goal of the City that the amounts, timing and terms of the issuance and sale of the CFD bonds shall be coordinated, as closely as possible, with the phasing of the development of the property to provide financing for the improvements in a timely fashion to meet the needs of the respective phases of development of the project. If necessary, the CFD bonds may be issued in series to help correspond to such phases. The amounts, timing and terms of the issuance and sale of the

CFD bonds shall be determined by the City, in consultation with the Developer, and the City's bond counsel, financial advisors an/or underwriters.

It is the policy of the City that the Proponents shall commit in writing at least 30 days before the election date to the following:

- a) To assist the City in the issuance of the CFD bonds by providing financial and development information reasonably required for due-diligence and disclosures relating to the issuance of the CFD bonds;
- b) To provide for any required continuing disclosures under applicable securities laws.

Section 4.04 Community Facilities District.

A. Community Facilities District; Formation. Subject to subsection F. below, and consistent with the Project Approvals and Applicable Law, the Parties shall cooperate in good faith to establish the CFD pursuant to the Mello-Roos Act (Government Code Section 53311 *et seq.*). The boundaries of the CFD shall be coextensive with those of the Property, unless the Parties otherwise agree. Upon the filing of a petition by Developer pursuant to Government Code Section 53318(c), the City Council shall consider adoption of a resolution of intention to establish the CFD and, following adoption, City shall use good faith, diligent efforts, in compliance with Government Code Sections 53318 *et seq.*, to establish and implement the CFD pursuant to the terms of this Amended and Restated Agreement, including scheduling of necessary public hearings and adoption of a resolution of formation. City shall cause the CFD, upon formation, to become subject to and to comply with the provisions of this Amended and Restated Agreement specifically applicable to the CFD. Developer shall cooperate with City in the formation of CFD including the timely submission of all petitions, waivers and consents. The City shall be responsible for conducting all proceedings for the establishment of the CFD, including the adoption of all resolutions, ordinances and orders and recording of maps, notices, releases and the conduct of all hearings, elections and other public meetings under the Mello-Roos Act to establish the CFD, levy the Special Taxes and, as appropriate, provide for issuance of the CFD Bonds. To the extent City has not already adopted policies required by Government Code Section 53312.7, City agrees to use its best efforts to adopt such policies within ninety (90) days following the Effective Date. Developer acknowledges and agrees that City's policies may require, among other things, that the CFD proponent (in this case, Developer), provide a letter of credit or other credit enhancement instrument in form and amount reasonably satisfactory to City which is sufficient to ensure payment of the principal and interest payments on the CFD Bonds for up to two (2) years following issuance thereof (computed without regard to the availability of capitalized interest or amounts on deposit in a debt service reserve fund).

B. Public Benefit Facilities. Subject to caps on the total amount of net CFD Bond proceeds and the total tax and assessment rate set forth in subsections D. and E. below, the CFD shall finance the design and acquisition or construction of those public facilities necessary for development of the Project which may lawfully be financed under the Mello-Roos Act and other applicable law, including (i) off-site public improvements financed or proposed to be financed through Assessment District 05-01 as further described in Section 4.05; (ii) off-site public improvements described in the PFFP; and (iii) on-site, in-track public improvements, including park improvements, storm drainage improvements, public roadways and sidewalks (collectively, the "**Public Benefit Facilities**"). Financing of the Public Benefit Facilities with CFD Bonds shall be subject to approval of the City, based on the unqualified written opinion of a nationally-recognized bond counsel that interest on the CFD Bonds will be federally tax exempt. The Parties agree that in connection with issuance of the CFD Bonds, Developer and City will enter into a funding and acquisition agreement in a form reasonably acceptable to City's bond counsel setting forth, among other things, the procedures for and mechanism

by which Developer will be reimbursed, out of available proceeds of the CFD Bonds, for Public Benefit Facilities constructed and/or paid for by Developer.

C. Advance of Expenses; Reimbursement. Developer shall advance to City the actual out of pocket costs of formation of the CFD, sale of CFD Bonds, and other costs and expenses associated with the CFD ("**Advanced Costs**"). Such Advanced Costs may include, without limitation, legal, financial, appraisal and engineering costs and expenses associated with (i) formation of the District; (ii) determination of the rate and method of apportionment and levy of the Special Tax; (iii) review and approval of the plans and specifications for construction of the Public Benefit Facilities; (iv) determination of the value of property; (v) sale of CFD Bonds; and (vi) any other costs or expenses reasonably incurred in connection with the CFD. All such Advanced Costs, together with those reasonable out-of-pocket legal, engineering and financial services costs incurred by Developer directly related to establishment and implementation of the CFD which have been approved by the City Manager or his or her designee in his or her reasonable discretion and which may lawfully be financed under the Mello-Roos Act and other applicable law, shall be reimbursed to Developer from proceeds of the sale of CFD Bonds.

D. Issuance of CFD Bonds. Upon successful formation of the CFD and approval of the Special Tax, and subject to the restrictions in this subsection D. and in subsection E. below, bonds shall be issued ("**CFD Bonds**"), the proceeds of which shall be used to finance the Public Benefit Facilities, to the extent the Public Benefit Facilities legally and feasibly may be financed utilizing this method of financing. The amounts, timing and terms of the issuance and sale of the CFD Bonds shall be determined by the City, in consultation with the Developer and the City's bond counsel, financial advisors and/or underwriters. Subject to the state of development of the Property and prevailing bond market conditions, the timing of the sale of the CFD Bonds shall be coordinated, as closely as possible, with the phasing of the development of the Property to provide financing for the Public Benefit Facilities in a timely fashion to meet the needs of the respective phases of development of the Project. If necessary, the CFD Bonds may be issued in series to help correspond to such phases. Developer agrees to assist the City in the issuance of the CFD Bonds by providing financial and development information reasonably required for due-diligence and disclosures relating to the issuance of the CFD Bonds and to provide for any required continuing disclosures under applicable securities laws. The total net proceeds of the CFD Bonds (not including capitalized interest or amounts on deposit in a debt service reserve fund; underwriter fees, legal costs, administrative expenses and other costs of issuance; or that portion of the CFD Bonds proceeds, if any, applied towards repayment of Assessment District 05-01 liens in effect as of the Effective Date as further described in Section 4.05) shall not exceed Fifty Million Dollars (\$50,000,000).

E. Special Tax. The CFD shall be authorized to levy, and Developer shall approve (by affirmative vote or other legally acceptable method), a tax ("**Special Tax**") in accordance with the rate and method of apportionment of such Special Tax approved in the completed proceedings for the CFD. The Special Tax shall be

determined and collected annually by the City against all taxable parcels as defined by the rate and method of apportionment of the Special Tax for the CFD. The Special Tax shall be collected in the same manner and at the same time as ad valorem property taxes, unless some other method of collection is specified by the City. The Special Tax shall be set at an amount sufficient to pay the estimated annual principal of and interest on the CFD Bonds, together with required debt service coverage requirements and the annual costs of calculation, collection and disbursement of the Special Tax and the annual administration, engineering, and inspection costs associated with the CFD; provided, however, the Special Tax so set shall be in an amount such that, at the time the rate and method of apportionment of the Special Tax is approved, the estimated total annual taxes and assessments to be levied on each taxable parcel within the CFD district shall not exceed 1.75% of the parcel's projected assessed valuation based on a reasonable estimate of the sale price for the parcel and the residential or commercial unit to be constructed thereon, which estimated sale price has been approved by the City Manager or his or her designee in his or her reasonable discretion. The rate and method of apportionment shall be drafted to allow a property owner to permanently satisfy the Special Tax (and remove the lien thereof) as to any taxable parcel by prepayment pursuant to Section 53344 of the Mello-Roos Act.

F. City's Reservation of Discretion. It is expressly acknowledged, understood and agreed by the Parties that (i) City reserves full and complete discretion with respect to legally required findings that must be made in connection with formation of the CFD, (ii) nothing in this Amended and Restated Agreement is intended to or shall limit City's ability to adopt legally required findings with respect to formation of the CFD, and (iii) nothing in this Amended and Restated Agreement is intended to or shall prejudice or commit to City regarding the findings and determinations to be made with respect thereto.

G. Costs If No CFD Formed. In the event that City is unable to make the legally required findings in connection with the formation of the CFD and the issuance of CFD Bonds for any reason, City shall not be liable for any resulting costs to Developer and Developer shall have the right to terminate this Amended and Restated Agreement by written notice to City given within 30 days following the date City is unable or elects not to proceed with such formation of the CFD and issuance of CFD Bonds. If Developer opts not to terminate this Amended and Restated Agreement then Developer shall nonetheless be responsible for constructing all of the Public Benefit Facilities at its expense (but subject to potential reimbursement of excess Eligible Costs as provided in subsection 4.03.C. above) regardless of whether the cost thereof exceeds Developer's PFFP Fee obligation.

H. Developer's Cooperation. In connection with the establishment and implementation of the CFD, Developer (i) will execute all necessary petitions and ballots and waive all election waiting and protest periods at City's request and prior to the issuance of any building permit on any phase of the Project; (ii) support City's adoption of local policies related to use of CFD financing, which may include a requirement that the CFD proponent provide, at its expense, a letter of credit or other credit enhancement

instrument sufficient to ensure repayment of the principal and interest payments on the CFD Bonds for up to two (2) years following issuance thereof, as reasonably determined by City; (iii) cooperate in the development of rate and method of apportionment or assessment formula; (iv) allow special tax liens to encumber all phases of the Project in order to accomplish the required construction projects; and (v) if requested by City, cooperate with City to prepay with proceeds from the CFD Bonds all or a portion of the Assessment District 05-01 bonds described in Section 4.05 below.

I. Developer's Consent. Developer irrevocably consents to the formation of the CFD, the issuance of the CFD Bonds, the imposition of the Special Tax against the Property at rates and pursuant to a method of apportionment appropriate to fund the debt service on the CFD Bonds sold to finance the Public Benefit Facilities, and agrees not to protest or object to formation of the CFD or levy of an appropriate Special Tax consistent herewith. Developer has agreed to the financing provisions set forth in this Section 4.04 and to perform the obligations hereunder in exchange for the consideration and benefits provided to Developer by City under this Amended and Restated Agreement, including the vested right to develop the Property. Developer acknowledges and agrees that CFD Bonds shall not be issued to fund any on-site public improvements or any other infrastructure or fees other than the Public Benefit Facilities.

J. Notification of Fees, Taxes, and Assessments. Developer shall provide actual and conspicuous notice to potential homeowners, in a form reasonably acceptable to the City and in compliance with all applicable legal requirements (including, without limitation, applicable provisions of Government Code Section 53341.5) of any and all fees, taxes, and assessments to be charged to any and all purchasers of real property interests in the Project. Developer shall provide potential homeowners with a written and itemized notice of such projected costs and the manner in which they will be charged to the potential homeowner, which notice the potential homeowner shall sign. Developer shall retain a copy of each signed notice in Developer's files for at least fifteen (15) years following the date of such notice, and shall provide a copy of each such signed notice to the City's Community Development Director.

K. Limited Liability of City. Notwithstanding any other provision of this Amended and Restated Agreement, City shall not be liable for or obligated to pay any costs or expenses in connection with the CFD or the Public Benefit Facilities except to the extent monies are available (from Advanced Costs, PFFP Fees collected in accordance with the PFFP, proceeds of CFD Bonds, or Special Taxes) and specifically authorized by law for payment of such costs or expenses.

L. CSCDA or ABAG. For purposes of this Section 4.04, Developer, in Developer's sole discretion, may elect to form the CFD through the CSCDA or the Association of Bay Area Governments ("ABAG"), so long as CSCDA or ABAG, establishes the CFD (i) in accordance with the City's goals and policies set forth in Resolution 2006 – 276, and (ii) the CFD is established such that its terms are in compliance with Section 4.04 of this Amended and Restated DA. Accordingly, in the

event Developer elects to proceed with either CSCDA or ABAG, Developer shall notify City of its intent to proceed with CSCDA or ABAG, and provide documentation evidencing that CSCDA or ABAG will comply with the above-referenced City's goals and policies and this Section 4.04. In the event Developer elects to form a CFD through ABAG or CSCDA, all references to the City in the organizational documents shall be substituted with references to either CSCDA or ABAG as appropriate and all references to the City Council shall be substituted with references to the applicable governing body of either CSCDA or ABAG as may be appropriate. Except that, any obligations in Section 4.04.J regarding Developer's obligation to attain City approval of all notices sent to potential Homeowners shall remain in full force and effect. Should the Developer elect to form the district through CSCDA or ABAG, CSCDA or ABAG will prepare a Resolution for adoption by the City Council which incorporates said policies into the Resolution and designates a city official as the lead person and contact through the formation and issuance process.

Section 4.05 Assessment Districts.

A. Developer acknowledges that prior to the Effective Date, City, with the consent of the County of Sonoma, has formed Assessment District 05-01 under the authority of the Municipal Improvement Act of 1913 and this Assessment District 05-01 has established a lien upon the Property. Developer further acknowledges and agrees that City reserved authority to sell assessment bonds under the authority of the Improvement Bond Act of 1915, for the purposes of funding the City's sewer interceptor/outfall project and that such bonds will be secured by the aforementioned lien. Developer also acknowledges and agrees that the City, from time to time and with the consent of the County, may initiate proceedings to change and modify Assessment District 05-01 to fund the construction of additional public improvements that are identified in the PFFP, and that in the opinion of the City Engineer or his designee provide unique and special benefit to the Property. In accordance with City Municipal Code section 3.28.080.C., to the extent some or all of the capital facilities proposed to be financed through the PFFP are financed through Assessment District 05-01, Developer's participation in such Assessment District shall be a credit against the appropriate component of the PFFP Fees that would otherwise be payable by Developer.

B. In connection with Assessment District 05-01 as is currently stands, Developer shall make all payments of assessment liens that have been levied and that may be billed on the tax roll of the County of Sonoma. In connection with changes and modifications to Assessment District 05-01 as may occur from time to time, Developer (i) will execute all necessary petitions and ballots and waive, to the maximum extent allowed by applicable law, all election waiting and protest periods at City's request; (ii) cooperate in the development of additional or modified assessment formulas; (iii) allow assessment liens to encumber all phases of the Project in order to accomplish such additional public improvement projects; and (iv) make all payments of assessment liens that are levied and billed on the tax roll of the County of Sonoma in connection with such changes and modifications. In the case of any conflict between the provisions of this Amended and Restated Agreement and the method of apportionment or assessment

Exhibit C to Resolution

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Rohnert Park)
130 Avram Avenue)
Rohnert Park, California 94928-2486)
Attention: City Clerk)
)

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code § 27383.

**FUNDING, ACQUISITION, IMPROVEMENT AND PUBLIC FACILITIES FEE CREDIT
AGREEMENT**

**BY AND BETWEEN
THE CITY OF ROHNERT PARK**

AND

THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

AND

UNIVERSITY DISTRICT LLC

AND

VAST OAK PROPERTIES L.P.

THIS FUNDING, ACQUISITION, IMPROVEMENT AND PUBLIC FACILITIES FEE CREDIT AGREEMENT ("Agreement") is made and entered into on this _____ day of _____ 201____ ("Effective Date") among University District LLC and Vast Oak Properties L.P, ("Developer"), the California Statewide Communities Development Authority ("Authority") and the CITY OF ROHNERT PARK, a California municipal corporation ("City").

RECITALS

A. On April 22, 2014, the City Council of the City of Rohnert Park adopted Ordinance 878 approving a Development Agreement ("Development Agreement") between the City of Rohnert Park, and the Developer.

B. The Development Agreement provides that the Developer, at its sole discretion, may elect to form a Community Facilities District ("CFD") through the Association of Bay Area Governments or the Authority provided certain conditions are met.

C. The Developer has applied to the Authority for the financing of certain public capital improvements, and certain governmentally-imposed development fees (collectively, the "Acquisition Improvements"). The fees will themselves finance public capital improvements. The public capital Acquisition Improvements are to be owned and operated by the City, and the financing is to be accomplished through a CFD which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the "Act").

D. On the 25th day of November, 2014, the City Council of the City of Rohnert Park adopted Resolution No. 2014 - ____, Authorizing the California Statewide Communities Development Authority (Authority) to Form a Community Facilities District within the Territorial Limits of the City of Rohnert Park and Related Matters ("Resolution").

E. On the ____ day of ____, 20__, the Authority formed the CFD and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the Community Facilities District authority on the Authority Commission.

F. The Authority intends to levy special taxes and issue bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the special taxes and bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the "Available Amount".

G. The Authority will provide financing for the acquisition by the City of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Agreement Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, pursuant to Section 53313.51 of the Act, to be acquired from the Developer, and the specified development fees.

H. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the City will acquire the completed Acquisition Improvements. An itemized development fee shall be considered complete when it is paid by the Developer, or when it is payable directly from bond or special tax proceeds.

I. The Developer has submitted plans, specifications and drawings for a portion of the Acquisition Agreements specifically titled _____. Together these plans, specifications and drawings are the "Improvement Plans".

J. The Improvement Plans are on file in the office of the City Engineer and were approved by the City Engineer on the ____ day of _____ 20__.

K. Any and all monetary obligations of the City arising out of this Agreement are the special and limited obligations of the City payable only from the Available Amount, and no other funds whatsoever of the City shall be obligated therefor under any circumstances.

L. In consideration of Recitals A through K, inclusive, and the mutual covenants, undertakings and obligations set forth below, the City, the Authority and the Developer agree as stated below.

M. Attached to this Agreement are Agreement Exhibit A (the Acquisition Improvements and the Eligible Portions thereof), Agreement Exhibit B (Form of Requisition), and Agreement Exhibit C (Bidding, Contracting and Construction Requirements for Acquisition Improvements), all of which are incorporated into this Agreement for all purposes.

AGREEMENT

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and, together with the Project Approvals and the requirements of Chapters 15.16 and 16.16 of the Rohnert Park Municipal Code, are hereby incorporated into and form a material part of this Agreement.

2. Effect on Other Agreements. Nothing in this Agreement shall be construed as affecting the Developer's or the City's duty to perform their respective obligations under any other agreements, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the City's rights and obligations under this Agreement.

3. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

"Acceptable Title" means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the City Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

"Acquisition and Construction Fund" means the "City of Rohnert Park University Park Community Facilities District Acquisition and Construction Fund" established by the Authority pursuant to the Resolution and Section 7.3 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements.

"Acquisition Improvement" means a public capital improvement or a development fee described in Exhibit A hereto.

"Acquisition Price" means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 7.6, or in the case of a development fee, the actual amount paid by the Developer, or the amount of a development fee to be paid on behalf of the Developer from bond or special tax proceeds, in every case not to exceed the Actual Cost of the Acquisition Improvement.

"Actual Cost" means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the City and as certified by the City Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer's cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer's cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer's cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer's cost of environmental evaluation or mitigation required for such Acquisition Improvement, and (e) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement.

"Actual Cost Certificate" means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the City Engineer pursuant to Section 7.6.

"Agreement" means this Acquisition Agreement, dated as of the ___ day of _____, 20__.

“Authority” means the California Statewide Communities Development Authority.

“Authority Trust Agreement” means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

“Authority Trustee” means the financial institution identified as trustee in an Authority Trust Agreement.

“Available Amount” shall have the meaning assigned to the term in Recital F.

“Bonds” means bonds or other indebtedness issued by the Authority that is to be repaid with Special Taxes.

“City” means the City of Rohnert Park.

“City Engineer” means the City Engineer of the City of Rohnert Park or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Code” means the Government Code of the State of California.

“Community Facilities District” shall have the meaning assigned to the term in Recital C.

“Developer” means University District, LLC, a Delaware limited liability company, and Vast Oak Properties L.P., a California Corporation, and their successors and assigns.

“Disbursement Request Form” means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof in substantially the form contained in Exhibit B hereto.

“Eligible Portion” shall have the meaning ascribed to it in Section 7.6 below.

“Installment Payment” means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

“Project” means the Developer’s development of the property in the Community Facilities District, including the design and construction of the Acquisition Improvements and the other public and private Acquisition Improvements to be constructed by the Developer within the Community Facilities District.

“Resolution” means City of Rohnert Park Resolution No. 2014-__, adopted the 25th day of November, 2014 titled “A Resolution of the City Council of the City of Rohnert Park Authorizing The California Statewide Communities Development Authority (The “Authority”) To Form A Community Facilities District Within The Territorial Limits Of The City Of Rohnert Park and Related Matters”.

“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the Community Facilities District to be levied by the Commission of the Authority.

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the City of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the City, where applicable.

4. Purpose; Effective Date

4.1 Purpose. The purpose of this Agreement is to provide financing for and guarantee completion of the Acquisition Improvements; to ensure satisfactory performance by Developer

of Developer's obligations under this Agreement, and to provide a credit to Developer of a portion of the costs of the Acquisition Improvements through a reduction or payment of the Public Facilities Fee obligation of the Developer.

4.2 Effective Date. The Effective Date of this Agreement shall be as set forth above.

5. Property Subject to Agreement. The property which is the subject of this Agreement is located in the City of Rohnert Park, Sonoma County, California, and is described in Agreement Exhibit D, attached hereto.

6. Acquisition Improvements

6.1 Duty to Install Acquisition Improvements. Developer will design, construct, install and complete, or cause to be constructed, installed and completed, at the Developer's sole cost and expense, the Acquisition Improvements, in accordance with the Improvement Plans (defined in Recital I. above) and to the satisfaction of the City Engineer, in his/ her reasonable discretion. Developer will also supply all labor and materials therefor, all in strict accordance with the terms and conditions of this Agreement. The construction, installation and completion of the Acquisition Improvements including all labor and materials furnished in connection therewith are hereinafter referred to collectively as the "Work."

City shall not be responsible or liable for the maintenance or care of the Acquisition Improvements unless and until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Acquisition Improvements unless and until approved and accepted. Any use by any person of the Acquisition Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Acquisition Improvements. Developer shall maintain all the Acquisition Improvements in a state of good repair until they are completed by Developer and approved and accepted by City. Such maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. Prior to undertaking said maintenance work, City agrees to notify Developer in writing of the deficiencies and the actions required to be taken by the Developer to cure the deficiencies. Except in an emergency, Developer shall have thirty (30) days from the date of the notice within which to correct, remedy or cure the deficiency. If the written notification states that the problem is urgent and relates to the public health and safety, then the Developer shall have twenty-four (24) hours to correct, remedy or cure the deficiency. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Acquisition Improvements or their condition prior to acceptance.

6.2. Completion Date. Developer will complete the Work within three years of the Effective Date or as required by the Amended and Restated Development Agreement between the City and Developer, whichever is sooner. All Work will be completed in a good and workmanlike manner in accordance with accepted design and construction practices. This completion date may be extended by the City in its sole and absolute discretion at the request of Developer, which request shall be accompanied by a written assurance acceptable to the City Attorney that the securities required by Section 9 shall remain enforceable throughout the term of the extension.

6.3. Reversion to Acreage. If Developer fails to perform its obligations under this Agreement, Developer consents, as applicable, to the reversion to acreage of the land which is subject to this Agreement pursuant to Government Code section 66499.16 and to bear all applicable costs.

6.4. Property Acquisition. If Developer is unable to acquire property required for the construction of the Acquisition Improvements, Developer agrees to execute a contract for real property acquisition to provide for acquisition through eminent domain.

6.5. Estimated Cost of Work. The estimated cost of the Work is _____ . Notwithstanding this estimate, Developer hereby acknowledges and agrees that (a) the actual costs to complete the Work may significantly exceed this estimate, (b) this estimate in no way limits Developer's financial obligation, and (c) that Developer is obligated to complete the Work at its own cost, expense, and liability.

6.6. Modifications to the Plans. Approval of this Agreement by City does not release Developer of its responsibility to correct mistakes, errors or omissions in the Improvement Plans. If, at any time, in the opinion of the City Engineer, in his/her reasonable discretion, the Improvement Plans are deemed inadequate in any respect Developer agrees to make such modifications, changes or revisions as necessary in order to complete the Work in a good and workmanlike manner in accordance with accepted design and construction standards.

6.7. Foreman or Superintendent. Developer shall give personal attention to the Work. A competent foreman or superintendent, satisfactory to the City Engineer, in his/her reasonable discretion, with authority to act for and on behalf of Developer, shall be named in writing by Developer prior to commencement of the Work, shall be present on the Property during the performance of the Work and may not be changed without the advance notification to and satisfaction and concurrence of the City Engineer.

6.8. Encroachment Permits. Developer shall obtain, at its sole cost and expense, any encroachment permits required by the City in order to perform the Work.

6.9. Commencement of Construction and Inspection. Developer and its contractor or subcontractors shall not commence construction of the Acquisition Improvements until Developer has received written authorization from City to proceed. Written authorization shall be in the form of signed approved plans along with permit issuance, including any encroachment permit required to carry on construction activities in the City's right-of-way as described in Section 6.8. All work performed on the Acquisition Improvements shall be done in strict compliance with the City approved plans, specifications and the contract documents and in a good and workmanlike manner. All work performed by Developer, its contractor or agents to construct the Acquisition Improvements shall be subject to inspection and approval by City. All fees and costs to construct the Acquisition Improvements shall be borne solely by Developer (including the applicable Inspection Fee in accordance with the City's adopted Engineering Fee Schedule). Inspection by City or its employees or agents shall not relieve Developer of its liability for design defects or improper or inadequate workmanship.

6.10. Examination of Work. All of the Work shall be performed to the satisfaction of the City Engineer, in his/her reasonable discretion. The City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work.

6.11. City's Inspection, Administration and Testing Costs. Developer shall pay to City the actual cost for all inspection, administration and testing services furnished by City in connection with this Agreement, including those performed by consultants under contract with the City (the "City Costs"). City agrees not to double charge Developer (through the imposition of both a processing fee and a consultant charge) for any individual monitoring, inspection, testing or evaluation service. In addition, City agrees to limit its use of outside consultants to those reasonably necessary or desirable, as determined by the City Manager or his designee in his reasonable discretion, to accomplish the requisite inspection, administration and monitoring. The estimated cost for the inspection, administration and testing services is Eighteen Thousand, Eight Hundred Seventy-six Dollars and Ninety Cents (\$18,876.90) (the "Estimated Cost"). Notwithstanding this estimate, Developer hereby acknowledges and agrees that (a) the actual costs to accomplish the requisite inspection, administration and monitoring may significantly exceed this estimate, (b) this estimate in no way limits Developer's financial obligation, and (c) that Developer is obligated to reimburse the City for its actual cost, expense, and liability associated with said inspection, administration and monitoring. City will bill the Developer for the actual costs of inspection, administration and testing in a manner consistent with terms and conditions of the Reimbursement Agreement between City and Developer dated _____ and the Development Agreement Approved by City Ordinance 878 on April 22, 2104.

6.12. No Waiver by City. Inspecting of the work and/or materials, or approval of work and/or materials, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all or any portion of the work and/or materials, or payments thereof, or any combination of all of these acts shall not relieve Developer or its obligation to fulfill this Agreement; nor is the City by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement.

6.13. Erosion Control. Pursuant to Rohnert Park Municipal Code Chapter 15.52, Developer shall be responsible for the control of erosion on the Property and shall prevent its entry into the storm drainage system.

6.14. Prevailing Wages. The work of the Acquisition Improvements constitutes a "public work" as defined in the California Labor Code, section 1771, *et seq* ("Labor Code Regulations"). Developer agrees and acknowledges that the construction of the Acquisition Improvements is subject to the payment of prevailing wages and agrees to comply with the requirements of the Labor Code Regulations. Further, Developer agrees to defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any and all claims, damages, suits or actions arising out of or incident to Developer's obligations under this section. Developer agrees to satisfy, to the extent applicable, its obligation of registering with the Department of Industrial Relations and furnishing electronic certified payroll records to the Labor Commissioner pursuant to Senate Bill 854 (2014).

6.15. Contractor Licenses. All work performed on the Acquisition Improvements shall be done only by contractors licensed in the State of California and qualified to perform the type of work required and comply with the City's Business License Ordinance.

6.16. Repair of Work Damaged During Construction. Developer agrees to repair or have repaired in a timely manner at its sole cost and expense all public roads, streets, or other public or private property (both real and personal) damaged as a result of or incidental to the Work or in connection with the development of the Property or to pay to the property owner of any damaged road, street or property the full cost of such repair. In addition, Developer shall obtain the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to

whom Developer has paid the full cost of such repair in accordance with this Section 6.16. City shall be under no obligation whatsoever to accept the Work completed under this Agreement until such time as all repairs have been completed or have been paid for and written acceptances have been provided to the City Engineer, except as otherwise provided in section 6.20.1.

6.17. Payments. Developer agrees that it will pay, when due, all those furnishing labor or materials in connection with the Work. Developer further agrees that pursuant to Government Code section 66499.7, the Labor and Materials Bond provided by Developer in accordance with Section 9.1.2 of this Agreement shall not be released if any mechanics liens or stop notices are outstanding, unless said liens are released by bond in compliance with Civil Code section 3143.

6.18. Liability for Work Prior to Formal Acceptance. Until the City Council has formally accepted the Acquisition Improvements, Developer shall be solely responsible for all damage to the work, regardless of cause, and for all damages or injuries to any person or property at the work site, except damage or injury due to the sole negligence of City, or its employees. Developer shall replace or repair any portion of the Acquisition Improvements that have been destroyed or damaged prior to final acceptance of completed work by the City Council or the City Engineer. Any such repair or replacement shall be to the satisfaction and subject to the approval of the City Engineer. Developer shall repair to the satisfaction of the City Engineer any damage to the utilities systems, concrete work, street paving or other public Acquisition Improvements that may occur in connection with the Acquisition Improvements work.

6.19. Completion of Work. After Developer (a) completes the Work in accordance with the Improvement Plans and the terms and conditions of this Agreement, (b) repairs any road, street, or private or public property damaged as a result of the Work or pays the full cost of such repair to the owner whose property was damaged and (c) obtains the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer paid the full cost of such repair, Developer will provide City with a written notice of completion, together with copies of all written acceptances.

6.20. Final Acceptance.

6.20.1 Notice of Completion. Within thirty (30) days of receipt of Developer's written notification pursuant to Section 6.19 above, City Engineer shall inspect the Work and repairs and review the written acceptances, if any, and send Developer a written notice stating whether the Work and repair are complete to the satisfaction of the City Engineer, in his/her reasonable discretion, and whether the written acceptances have been provided. If the Work and repair are, in the opinion of the City Engineer, not complete and satisfactory, and/or written acceptances have not been provided, the City Engineer will list the deficiencies that must be corrected to find the Work and repair complete and satisfactory. Upon satisfactory completion of the Work and repair and submittal of written acceptances, the City Engineer will send Developer a written notice of satisfactory completion. The requirement for written acceptances may be waived by the City Engineer, in his/her reasonable discretion, if Developer has made commercially reasonable efforts to obtain such acceptances. City Engineer's failure to respond to Developer's written notification within thirty (30) days will not be deemed a breach or default under this Agreement.

6.20.2 Acceptance of Improvements. After sending Developer a written notice of satisfactory completion pursuant to Section 6.20.1, the City Engineer will recommend acceptance of the Acquisition Improvements, or a portion thereof, to the City Council. In conjunction with such recommendation, the City Engineer will recommend the acceptance of the offers of dedication shown on the final map for the Property. The acceptance of the Acquisition Improvements, offers of

dedication and right-of-way and easements, if any, shall be by resolution. Upon adoption of such resolution, the City Engineer shall record a notice of acceptance, in a form to be approved by the City Attorney, in the Official Records of Sonoma County.

6.21. Warranty Period; Repair and Reconstruction. Without limiting the foregoing, Developer expressly warrants and guarantees all Work performed under this Agreement and all materials used in the Work for a period of one (1) year after the date of recordation of the notice of acceptance of the Acquisition Improvements in accordance with Section 6.20. If, within this one (1) year period, any Improvement or part of any Improvement installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirements of the Improvement Plans or this Agreement, Developer shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work or Improvement to the satisfaction of the City Engineer. Should Developer fail to act promptly, by failing to repair, replace or reconstruct work thirty (30) days after notification by City, or in accordance with this requirement, or should the exigencies of the situation require repairs, replacements or reconstruction to be made before Developer can be notified, City may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction and Developer shall pay to the City upon demand the actual cost of such repairs, replacements or reconstruction.

6.22. Record Drawings. Upon completion of the Acquisition Improvements and prior to final acceptance by the City Council, Developer shall deliver to City one electronic file, in a format specified by the City Engineer, and one mylar copy of "as-built" drawings. These drawings shall be in a form acceptable to the City Engineer, shall be certified by an engineer licensed by the State of California as to accuracy and completeness, and shall reflect the Acquisition Improvements as actually constructed, with any and all changes incorporated therein. Developer shall be solely responsible and liable for ensuring the completeness and accuracy of the record drawings.

6.23. Ownership of Improvements. From and after acceptance of the Acquisition Improvements by formal action of the City Council, ownership of the Acquisition Improvements shall be vested exclusively in City.

7. Community Facilities District.

7.1. Establishment of Community Facilities District. Developer has requested the City to permit the Authority to provide for financing of the Acquisition Improvements through the establishment and authorization of the Community Facilities District and the City agreed by its adoption of the Resolution. The Community Facilities District was established by the Authority on ___ day of _____, 20___, and through the successful landowner election held that same day, the Commission of the Authority is authorized to levy the Special Taxes and to issue the Bonds to finance the Acquisition Improvements. Developer, the City and the Authority agree to reasonably cooperate with one another in the completion of the financing through the issuance of the Bonds in one or more series.

7.2. Deposit and Use of Available Amount.

7.2.1 Prior to the issuance of the first series of Bonds, Special Taxes collected by the Authority shall be deposited in the Acquisition and Construction Fund established by the Authority and may be disbursed to pay the Acquisition Price of Acquisition Improvements in accordance with this

Agreement. All funds in the Acquisition and Construction Fund shall be considered a portion of the Available Amount, and upon the issuance of the first series of Bonds the Acquisition and Construction Fund shall be transferred to the Authority Trustee to be held in accordance with the Authority Trust Agreement.

7.2.2 Upon the issuance of the first series of Bonds, the Authority will cause the Authority Trustee to establish and maintain the Acquisition and Construction Fund for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the City as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority to call Bonds or to reduce Special Taxes as the Authority shall determine.

7.3 Letting and Administering Design Contracts. The Developer has awarded and Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the City or directly to the design consultant) shall be reimbursed at the time of acquisition of the Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 7.5 and shall not be entitled to any payment for design costs independent of the acquisition of Acquisition Improvements.

7.4 Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the Community Facilities District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the City. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the requirements set forth in Exhibit C hereto with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 10.1 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

7.5 Sale of Acquisition Improvements. The Developer agrees to sell to the City each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement is completed to the satisfaction of the City for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the City Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the City Engineer finds that the supporting paperwork submitted by the

Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the City Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the City Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement or Improvements, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Costs of environmental mitigation required solely to mitigate impacts of an Acquisition Improvement or Acquisition Improvements will be allocated one hundred percent (100%) public to that Acquisition Improvements. When costs of design or environmental work are shared between Acquisition Improvements and improvements not eligible for acquisition, or between public and private work, these costs are not eligible for reimbursement.

7.6 Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the City Engineer, pursuant to Section 7.5, that the Acquisition Improvement satisfies all City regulations and ordinances and is otherwise complete and ready for acceptance by the City, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

- a) The Developer shall have provided the City with lien releases or other similar documentation satisfactory to the City Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the special taxes of the Community Facilities District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.
- b) The Developer shall be current in the payment of all due and payable general property taxes, and all special taxes of the Community Facilities District, on property owned by the Developer or under option to the Developer within the Community Facilities District.
- c) The Developer shall have provided the City with Title Documents needed to provide the City with title to the site, right-of-way, or easement upon which the subject Acquisition Improvement is situated. All such Title Documents shall be in a form acceptable to the City and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the City Engineer and the City Attorney insuring the City as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the City and the Developer. Each title insurance policy required hereunder shall be in the amount equal to the Acquisition Price. The amount paid to the Developer or its designee upon satisfaction of the foregoing conditions precedent shall be the Acquisition Price less all Installment Payments paid previously with respect to the Acquisition Improvement.

7.7 Payment for Eligible Portions. The Developer may submit an Actual Cost Certificate to the City Engineer with respect to any Eligible Portion. Payment to the Developer or its

designee from the Acquisition and Construction Fund of an Installment Payment with respect to such Eligible Portion shall in every case be conditioned first upon the determination of the City Engineer, pursuant to Section 7.5, that the Eligible Portion has been completed in accordance with the applicable plans and specifications and that the Eligible Portion satisfies all City regulations and ordinances and is otherwise complete and, where appropriate, is ready for acceptance by the City, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

- a) The Developer shall have provided the City with lien releases or other similar documentation satisfactory to the City Engineer as evidence that the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Eligible Portion, to the extent not already owned by the City) comprising the Eligible Portion is not subject to any prospective mechanics lien claim respecting the Eligible Portion.
- b) The Developer shall be current in the payment of all due and payable general property taxes, and all special taxes of the Community Facilities District, on property owned by the Developer or under option to the Developer within the Community Facilities District.
- c) The Developer shall have provided the City with Title Documents needed to provide the City with title to the site, right-of-way, or easement upon which the subject Eligible Portion is situated. All such Title Documents shall be in a form acceptable to the City Engineer and shall be sufficient, upon completion of the Acquisition Improvement of which the Eligible Portion is a part, to convey Acceptable Title.
- d) Payment and performance bonds, from a bonding company with an A.M. Best rating of at least "A-" or its equivalent, applying to plans and specifications for the Acquisition Improvement approved by the City, shall be in place to secure completion of the Acquisition Improvement of which the Eligible Portion is a part.

7.8 Disbursement Request Form. Upon a determination by the City Engineer to pay the Acquisition Price of an Acquisition Improvement pursuant to Section 7.6 or to pay an Installment Payment for an Eligible Portion pursuant to Section 7.7, the City Engineer shall cause a Disbursement Request Form substantially in the form attached hereto as Exhibit B to be submitted to the Authority Trustee, and the Authority Trustee shall make payment directly to the Developer or its designee of the amount pursuant to the Authority Trust Agreement. The Authority, the City and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the Disbursement Request Form and shall not be required to determine whether or not the Acquisition Improvement or Eligible Portion has been completed or what the Actual Costs may be with respect to the Acquisition Improvement or Eligible Portion. The Authority Trustee shall be entitled to rely on the executed Disbursement Request Form on its face without any further duty of investigation.

In the event that the Actual Cost of an Acquisition Improvement or the Installment Payment for an Eligible Portion is in excess of the Available Amount, the Authority Trustee shall withdraw all funds remaining in the Acquisition and Construction Fund and shall transfer those amounts to the Developer or its designee. The unpaid portion of the Actual Cost shall be paid from funds that may subsequently be deposited in the Acquisition and Construction Fund from a subsequent issuance of Bonds or from Special Tax revenues, if either of those occurs.

7.9. Limitation on Obligations. In no event shall the City or the Authority be required to pay the Developer or its designee more than the amounts held in the Acquisition and Construction Fund.

7.10. Audit. The City and the Authority shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement pursuant to this Agreement) in constructing the Acquisition Improvements.

8. Public Facilities Finance Plan Fee Credit

8.1. Eligible Improvements. The Acquisition Improvements eligible to receive the Public Facilities (PF) Fee Credit described are _____, more particularly described in Exhibit E.

8.2. Source and Method of Credit. Subject to the limitations set forth in Section 8.6, City shall credit Developer for the costs associated with the design, financing, construction and installation of the Acquisition Improvements listed in Exhibit E (the "PF Fee Credit"). The PF Fee Credit represents reimbursement to the Developer of costs that are covered by the PF Fee, but which Developer has agreed to incur. The initial estimated total credit amount is indicated in Exhibit F "PF Fee Credit Calculation" attached hereto, and shall be afforded to Developer in the form of a credit against the Public Facilities Fee that would otherwise be applicable to the Project.

8.3. Implementation of PF Fee Credit. Developer shall be entitled to receive the PF Fee Credit at the time of issuance of building permit. Such credit shall be personal to the Developer and shall not run to successors and assigns unless expressly authorized to so run, in writing by the Developer.

8.4. Fee Obligation. Developer's obligation to pay the full amount of the PF Fee shall remain a debt and obligation of Developer until completion by Developer and acceptance of the Acquisition Improvements by City. In the event that the Acquisition Improvements are not completed by a date two (2) years from the Effective Date of this Agreement, any PF Fee previously credited pursuant to this Agreement shall be immediately due and payable. If such fees are not paid as required, City may provide written notice to Developer of its default. If such default is not corrected within 30 days from the date of written notice, Developer agrees that the amount of any unpaid PF Fees may be placed upon the property as a lien and special assessment. The assessment shall continue until it is paid, together with interest at the legal maximum rate computed from the date of confirmation of the statement until payment. The assessment shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and procedure and sale in case of delinquency as is provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment. In addition, City may use any other available legal means to collect the unpaid PF Fee and the choice of one remedy does not affect City's ability to use alternative remedies.

8.5. Expiration of Credit Obligation. The PF Fee Credit shall be granted to Developer at the time Developer obtains building permit(s). City's obligation to extend Developer a credit as described herein shall continue for a total of two (2) years from the date the Developer begins construction of the Acquisition Improvements as more fully described in Exhibit E, unless the obligation is sooner satisfied. If Developer fails to complete the Acquisition Improvements within a two-year time frame, City may seek payment of the Public Facilities Fee from Developer as provided in Section 8.4, above.

8.6. Maximum Credit. The total amount of the PF Fee Credit obligation for the Acquisition Improvements shall be as determined by City in accordance with the most current edition of

the City of Rohnert Park Public Facilities Finance Plan. The Parties acknowledge and agree that the maximum credit amount for the Acquisition Improvements is estimated to be _____ (\$---).

8.7. Areas and Quantities. The areas and quantities used to develop this Public Facilities Fee Credit are based on the information and plans available at this time. The actual areas and quantities may change at the time of dedication to the City and/or construction by the Developer. If it is determined by the City Engineer that the areas and quantities have changed, the credit amount may be adjusted accordingly, either lower or higher up to the maximum credit amount set forth above.

9. Security.

9.1. Performance, Labor and Materials and Warranty Security. In accordance with Sections 16.16.060 through 16.16.070 of the Rohnert Park Municipal Code, Developer will furnish and deliver to City, within the times set forth below, the following surety bonds, each of which must be issued by a surety company duly and regularly authorized to do general surety business in the State of California, or an irrevocable assignment of funds or letter of credit as may be acceptable to the City Attorney.

9.1.1 Performance Security. Developer shall furnish and deliver performance security in the amount of _____ concurrently with the execution of this Agreement, which must meet the requirements of Government Code Section 66499.1, if applicable, and Rohnert Park Municipal Code Section 16.16.070 and be acceptable to the City Attorney. The security shall be conditioned upon the faithful performance of this Agreement with respect to the Work and shall be released by the City effective upon the date of recordation of the notice of acceptance of the Acquisition Improvements as described in Section 6.20.2 and Developer's delivery of the Warranty Security described in Section 9.1.3.

9.1.2 Labor and Materials Security. Developer shall furnish and deliver labor and materials security in the amount of _____, concurrently with the execution of this Agreement which security must meet the requirements of Government Code Section 66499.2, if applicable, and Rohnert Park Municipal Code Section 16.16.070 and be acceptable to the City Attorney. The security shall secure payment to the contractor(s) and subcontractor(s) performing the Work and to all persons furnishing labor, materials or equipment to them. The City shall retain each security until both (i) the City accepts the Work in accordance with Section 6.20 above and (ii) the statute of limitations to file an action under Civil Code section 3114 *et seq.* has expired. After said date, the security may be reduced by the City Engineer to an amount not less than the total amount claimed by all claimants for whom claims of lien have been recorded and notice given in writing to the City Council. The balance of the security shall be retained until the final settlement of all such claims and obligations. If no such claims have been recorded, the security shall be released in full by the City Engineer.

9.1.3. Warranty Security. Developer shall furnish and deliver warranty security in the amount specified in section 16.16.070 c. of the Rohnert Park Municipal Code. The amount of _____ shall be provided upon acceptance of the Acquisition Improvements and prior to release of the Performance Security. The security shall be in a form acceptable to the City Attorney and shall guarantee and warranty the Work for a period of one (1) year following the date of recordation of the notice of acceptance of the Acquisition Improvements against any defective work or labor done, or defective materials furnished.

9.2. Additional Security. If either upon execution of this Agreement or during the course of performance the City considers that it is necessary to have Developer post additional security,

the City may require either a cash deposit or a surety bond guaranteeing performance in a form and signed by sureties satisfactory to it. The condition of the security shall be that if Developer fails to perform its obligation under this Agreement, the City may in the case of a cash bond act for it using the proceeds or in the case of a surety bond require the sureties to perform the obligations of the Agreement.

10 Indemnity and Insurance.

10.1 Indemnification. Developer agrees to indemnify, defend and hold the City and Authority, including elective and appointed boards, commissions, officers, agents, employees and consultants, harmless from and against any and all claims, liabilities, losses, damages or injuries of any kind (collectively, "Claims") arising out of Developer's, or Developer's contractors', subcontractors', agents' or employees', acts, omissions, or operations under this Agreement, including, but not limited to, the performance of the Work, whether such acts, omissions, or operations are by Developer or any of Developer's contractors, subcontractors, agents or employees, except to the extent such Claims are caused by the sole negligence or willful misconduct of the City. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. Developer shall defend the City as required by California Civil Code Section 2778, and with counsel reasonably acceptable to the City developer shall have no right to seek reimbursement from City for the costs of defense.

The aforementioned indemnity shall apply regardless of whether or not City has prepared, supplied or approved plans and/or specifications for the Work or Acquisition Improvements and regardless of whether any insurance, workers compensation, disability or other employee benefit acts or terms required under this Agreement are applicable to any Claims. The City does not and shall not waive any of its rights under this indemnity provision because of its acceptance of the bonds or insurance required under the provisions of this Agreement. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement.

Developer agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Developer in the performance of this Agreement. In the event Developer fails to obtain such indemnity obligations from others as required here, Developer agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

10.2 Assignment and Assumption of Obligations to Authority. In addition to the indemnification obligations described above, consistent with the requirements of Section 4.04 of the Amended and Restated Development Agreement, Developer is solely responsible for the costs, expenses and liability associated with the formation of the CSD. As a result of Developer's selection of the Authority, City was obligated to adopt a Resolution, as described above in Recital D, authorizing the Authority to form a CSD within the city limits for the benefit of Developer. Paragraphs 12, 13 and 14 of the Resolution require the City to indemnify and hold harmless the Authority for specified risks and to comply with the payment of prevailing wages and satisfy other public contracting requirements. The City and Developer acknowledge in authorizing the Resolution, that the City reserved the right to require the Developer to assume the entirety of such responsibility and by this Paragraph 10.2 intend to effectuate that right. Accordingly, City hereby assigns to Developer all of its obligations and responsibilities under Paragraphs 12, 13 and 14 of the Resolution. Developer hereby accepts said assignment and assumes all obligations and responsibilities under Paragraphs 12, 13 and 14 of the

Resolution, and further agrees to perform all of City's obligations and covenants under Paragraphs 12, 13 and 14 of the Resolution as if Developer were the original signatory thereto.

10.3. Insurance. Developer shall maintain Commercial General Liability Insurance protecting the City from incidents as to bodily injury liability and property damage liability that may occur as a result of the Work and additional repairs. Developer shall provide certificate(s) of insurance and endorsements to City before any Work commences. The insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, elected officials, employees, consultants, agents and volunteers are to be covered as additional insured's as respects to liability arising out of activities performed by or on behalf of Developer. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, elected officials, employees, consultants, agents and volunteers.
- (2) The amounts of public liability and property damage coverage shall not be less than \$3,000,000 (Three Million Dollars) per occurrence for bodily injury, personal injury and property damage.
- (3) The insurance shall be maintained in full force until the work has been completed to the satisfaction of the City Engineer.
- (4) The insurance policy shall provide for 30 days' notice of cancellation to the City. The policy shall not be cancelled earlier than nor the amount of coverage be reduced earlier than 30 days after the City receives notice from the insurer of the intent of cancellation or reduction.
- (5) Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to the City, its officers, elected officials, employees, consultants, agents and volunteers.
- (6) Developer's insurance coverage shall be primary insurance as respects the City, its officers, elected officials, employees, consultants, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected officials, employees, consultants, agents and volunteers shall be in excess of Developer's insurance and shall not contribute to it.
- (7) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- (8) Developer and Developer's insurance company agree to waive all rights of subrogation against City, its officers, elected officials, employees, agents and volunteers for losses paid under Developer's workers' compensation insurance policy which arise from the work performed by Developer.

- (9) Developer's insurance shall apply separately to each insured against whom claim is made or suit is brought, and include a "separation of insureds" or "severability" clause which treats each insured separately, except with respect to the limits of the insurer's liability (cross-liability endorsement).
- (10) It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured, including but not limited to any umbrella or excess insurance. Furthermore, the requirements for coverage and limits shall be the greater of: (a) the minimum coverage and limits specified in this Agreement; or (b) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

In the event that Developer's insurance is cancelled, Developer shall provide replacement coverage or all work must cease as of the cancellation date until replacement insurance coverage is provided.

If Developer fails to maintain insurance coverage or provided insurance documentation which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. City, at its sole option, may terminate this Agreement and obtain damages from Developer resulting from said breach. Alternatively, City may purchase the required insurance coverage, and without further notice to Developer, may deduct from sums due to Developer any premium costs advanced by City for such insurance. These remedies shall be in addition to any other remedies available to City.

10.3. Workers' Compensation Insurance. Developer shall provide, or cause to be provided, Workers' Compensation insurance as required by law, and shall cause its contractors and their subcontractors, agents and representatives to also maintain Workers' Compensation insurance as required by law. No Work shall commence until such Workers' Compensation insurance is obtained and in full force and effect.

10.4. Other Insurance Requirements. Developer shall:

- (1) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on thirty (30) days prior written notice to City.
- (2) Provide to City certified copies of endorsements and policies if requested by City, and properly executed certificates of insurance evidencing the insurance required herein.
- (3) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior to completion and acceptance of the Improvements.
- (4) Maintain all insurance required herein from the time of execution of this Agreement until the acceptance of the Improvements.
- (5) Place all insurance required herein with insurers licensed to do business in California.

11. Breach of Agreement; Opportunity to Cure; Remedies.

11.1. Notice of Breach and Default. The occurrence of any of the following constitutes a breach and default of this Agreement:

- (1) Developer refuses or fails to complete the Work within the time set forth herein or abandons the Work.
- (2) Developer assigns the Agreement without the prior written consent of City.
- (3) Developer is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver is appointed in the event of Developer's insolvency.
- (4) Developer or Developer's contractors, subcontractors, agents or employees, fail to comply with any terms or conditions of this Agreement.
- (5) Any delay in the construction of any portion of the Work or repairs, which in the reasonable opinion of the City Engineer, endangers public or private property.

The City may serve written notice of breach and default upon Developer and the financial institution holding the security.

11.2. Breach of Agreement; Performance by City. If the City gives Developer notice, under Section 11.1, of breach and default of this Agreement, the City may proceed to complete the Work by contract or other method the City considers advisable, at the sole expense of Developer. Developer, immediately upon demand, shall pay the costs and charges related to the Work and any subsequent repairs. City, without liability for doing so, may take possession of and utilize in completing the Work and repairs, if any, such materials and other property belonging to Developer as may be on or about the Property and necessary for completion of the work. In the event of default, the financial institution holding the security shall be liable to City to pay the face amount of the bonds, as specified under Section 8.

11.3. Remedies. It is acknowledged by the parties that the City would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the City.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the City shall not be liable in damages to the Developer or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

City may bring legal action to compel performance of this Agreement and recover the costs of completing the Work and/or repairs, if any, including City's administrative and legal costs. Developer agrees that if legal action is brought by City under this section of the Agreement, Developer shall pay all of the costs of suit; reasonable attorney fees, arbitration costs and such other costs as may be determined by the court or arbitrator. No failure on the part of City to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that City may have hereunder.

12. Miscellaneous.

12.1 Compliance with Laws. Developer shall fully comply with all federal, state and local laws, ordinances and regulations in the performance of this Agreement. Developer shall, at its own cost and expense, obtain all necessary permits and licenses for the Work, give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the development on the Property. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits shall be furnished to the City Engineer upon request.

12.2 Cooperation. The City, the Authority and the Developer agree to cooperate with respect to the completion of the financing of the Acquisition Improvements by the Authority through the levy of the Community Facilities District Special Taxes and issuance of Bonds. The City, the Authority and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

12.3 General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that the consent, approval or acceptance not be unreasonably withheld or delayed, unless the provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

12.4 Notices. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if: (a) personally delivered; or (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Developer indicated below, provided that a receipt for delivery is provided; or (c) if dispatched by first class mail, postage prepaid, to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either party may from time-to-time designate by next day delivery or by mail as provided in this section.

City: City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928
Attn: City Manager

With a copy to: City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928
Attn: City Attorney

Authority: California Statewide Communities Development Authority
1100 K Street, Suite 101
Sacramento, CA 95814
Attn: Chair

Developer: University District LLC
500 La Gonda Way, Ste. 100
Danville, CA 94526
Attn: Mr. Kevin Pohlson

Vast Oak Properties L.P.
c/o Quaker Hill Development Corp.
P.O. Box 2240
Healdsburg, CA 95448
Attn: Mr. Craig R. Harrington

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

12.5 Attorney Fees. Should any legal action or arbitration be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to all costs of suit; reasonable attorney fees, arbitration costs and such other costs as may be determined by the court or arbitrator.

12.6 Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between City and Developer with respect to the matters addressed in this Agreement. This Agreement may not be altered, amended or modified without the written consent of both parties hereto.

12.7 Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the City from any condition of development or requirement imposed by any other agreement between the City and the Developer, and, in the event of a conflicting provision, the other agreement shall prevail unless the conflicting provision is specifically waived or modified in writing by the City and the Developer.

12.8 Runs with the Land; Recordation. This Agreement pertains to and shall run with the Property. Upon execution, this Agreement shall be recorded in the Official Records of Sonoma County.

12.9 Joint and Several Obligations. The City, the Authority and the Developer intend that UD LLC property and Vast Oak Property L.P. property, including the Acquisition Improvements, be developed as a physically integrated project. In recognition of such integration, UD LLC and Vast Oak Property L.P. agree that they shall be jointly and severally liable for all obligations of the Developer under this Agreement.

12.10 Assignment. The obligations and rights of the parties to this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, but those rights and obligations shall not be assignable, transferable or delegable, except pursuant to the terms hereof, without the written consent of the other parties hereto, and any attempted assignment, transfer or delegation thereof which is not made pursuant to the terms hereof shall be void.

12.11 Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

12.12 Severability. If any provision of this Agreement is held, to any extent, invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provision, and shall remain in full force and effect.

12.13 Waiver or Modification. Any waiver or modification of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of each Party. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of the party's right to insist upon and demand strict compliance by the other party with the terms of this Agreement.

12.14 Relationship of the Parties. Neither Developer nor the Authority nor either's contractors, subcontractors, agents, officers, or employees are agents, partners, joint venturers or employees of City and the Developer's relationship to the City, if any, arising herefrom is strictly that of an independent contractor. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Further, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

12.15 Binding upon Heirs, Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon all heirs, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be binding upon a purchaser or transferee of any portion of the Property unless this Agreement has been assigned pursuant to Section 11.9, in which event this Agreement shall remain binding upon Developer.

12.16 Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Sacramento, State of California.

12.17 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

12.18 Interpretation. This Agreement shall be construed according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall apply to the interpretation of this Agreement.

12.19 Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

12.20 Authority. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

12.21 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.

12.22 Sole Agreement. This Agreement, including Exhibit A hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

IN WITNESS WHEREOF, City, Authority, and Developer have executed this Agreement as of the Effective Date.

"CITY"

CITY OF ROHNERT PARK, a California
municipal corporation

Dated: _____

By: _____
City Manager

Per Resolution No. 20____-____ adopted by the Rohnert Park
City Council at its meeting of 11-25-2014.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

"DEVELOPER"

University District LLC, a Delaware limited liability company

Dated: _____

By: _____

Title: _____

And

Vast Oak Property L.P., a California limited Partnership

By: _____

Title: _____

"AUTHORITY"

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY, a California
joint powers agency

Dated: _____

By: _____

Authorized Signatory

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SONOMA)

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

PROPOSED BOUNDARIES OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2014-01
(Rohnert Park)
COUNTY OF SONOMA
STATE OF CALIFORNIA

(1) Filed in the office of the Secretary of
California Statewide Communities
Development Authority this ____ day of
_____, 2014.

Secretary, California Statewide Communities
Development Authority

Assessor Parcels within
Improvement Area 1:
047-131-25 (portion)
047-131-24 (portion)

Assessor Parcels within
Improvement Area 2:
045-262-01
045-262-02
045-262-03
045-262-04
047-131-25 (portion)
047-131-24 (portion)
047-131-19
047-131-26
047-131-27

(2) I hereby certify that the within map
showing the proposed boundaries of
California Statewide Communities
Development Authority Community
Facilities District No. 2014-01 (Rohnert
Park), County of Sonoma, State of
California, was approved by the
Commission of the California Statewide
Communities Development Authority at a
regular meeting thereof, held on this
_____ day of _____,
_____, 2014, by its
Resolution No. _____.

Secretary, California Statewide
Communities Development Authority

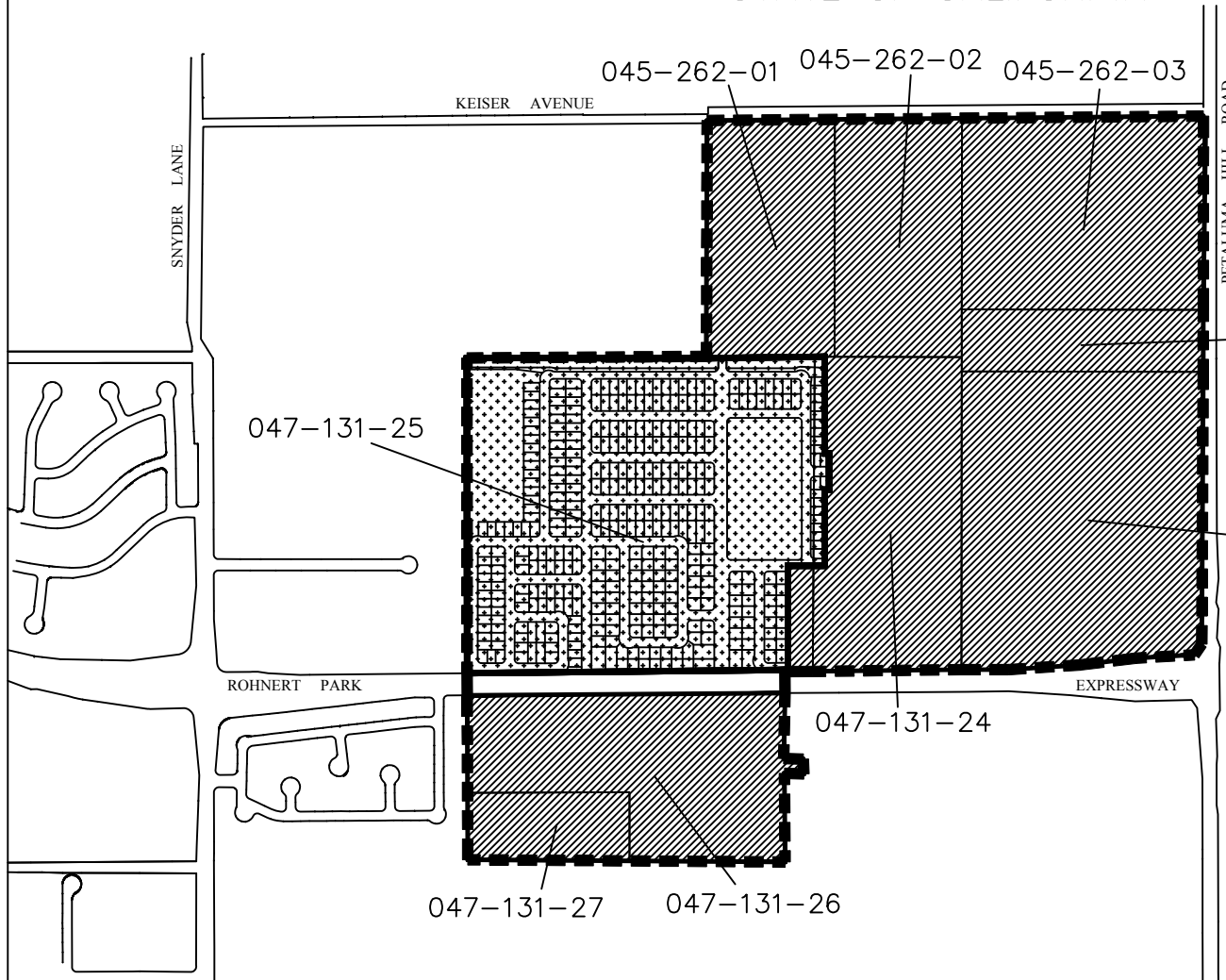
(3) Filed this ____ day of _____,
2014, at the hour of ____ o'clock
__m, in Book _____ of Maps of
Assessment and Community Facilities
Districts at Page _____ and as
Instrument No. _____ in
the office of the County Recorder in the
County of Sonoma, State of California.

William F. Rousseau,
Sonoma County Clerk-Recorder-Assessor
By _____

Deputy
Fee _____

Exempt recording requested,
per CA Government Code §6103

PROPOSED BOUNDARIES OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2014-01
(Rohnert Park)
COUNTY OF SONOMA
STATE OF CALIFORNIA



045-262-04

Reference is hereby made to the Assessor maps of the
County of Sonoma and to Vast Oak West Lot Line
Adjustment No. _____, recorded on
_____ as Document Number _____, for a
description of the lines and dimensions of these parcels.

047-131-19

LEGEND

-----	Proposed Boundaries of California Statewide Communities Development Authority Community Facilities District No. 2014-01 (Rohnert Park), County of Sonoma,, California
04n-nnn-nn	Assessor Parcel Number
[Pattern]	Improvement Area 1
[Pattern]	Improvement Area 2
-----	Assessor Parcel Line



EXHIBIT A - University District CFD Draft Cost Projections

DESCRIPTION OF ACQUISITION IMPROVEMENTS ELIGIBLE PORTIONS		ESTIMATED COST BY PHASE				
A. PUBLIC FACILITIES FINANCING PLAN (Infrastructure Construction or Credits)	TOTAL ESTIMATED COST	1ST PHASE	2ND PHASE	3RD PHASE	4TH PHASE	TOTAL ALL
SEWER						
EASTSIDE TRUNK SEWER- PHASE 1& SEWER CAPACITY FEES	\$12,907,543	\$4,818,321	\$2,818,148	\$2,003,198	\$3,267,876	\$12,907,543
WESTSIDE INTERCEPTOR SEWER LINE	\$740,000	\$740,000	\$0	\$0	\$0	\$740,000
EASTSIDE TRUNK SEWER- PHASE 2A & 2B- MAIN REACH & SOUTH REACH						
DESIGN	\$75,000	\$75,000	\$0	\$0	\$0	\$75,000
EASTSIDE TRUNK SEWER- PHASE 3- NORTH REACH	\$2,805,235	\$2,805,235	\$0	\$0	\$0	\$2,805,235
SEWER TOTAL	\$16,527,778	\$8,438,556	\$2,818,148	\$2,003,198	\$3,267,876	\$16,527,778
ROADWAYS & BRIDGES						
ROHNERT PARK EXPRESSWAY ("RPX")- PHASE 1	\$5,075,994	\$5,075,994	\$0	\$0	\$0	\$5,075,994
RPX- PHASE 2	\$5,075,994	\$0	\$0	\$0	\$5,075,994	\$5,075,994
KEISER AVENUE- PHASE 1	\$3,810,523	\$0	\$0	\$3,810,523	\$0	\$3,810,523
KEISER AVENUE- PHASE 2	\$3,810,523	\$0	\$0	\$3,810,523	\$0	\$3,810,523
SNYDER LANE WIDENING- SOUTHWEST BLVD.TO RPX INTERSECTION	\$2,966,271	\$2,966,271	\$0	\$0	\$0	\$2,966,271
SNYDER LANE BRIDGE AT COPELAND CREEK	\$435,000	\$435,000	\$0	\$0	\$0	\$435,000
ROADWAYS & BRIDGES TOTAL	\$21,174,305	\$8,477,265	\$0	\$7,621,046	\$5,075,994	\$21,174,305
DETENTION BASINS & DRAINAGE						
COPELAND CREEK DETENTION BASIN	\$2,470,731	\$0	\$0	\$0	\$2,470,731	\$2,470,731
RPX & SNYDER LANE DRAIN LINES	\$300,000	\$0	\$0	\$0	\$300,000	\$300,000
DETENTION BASINS AND DRAINAGE TOTAL	\$2,770,731	\$0	\$0	\$0	\$2,770,731	\$2,770,731
PUBLIC FACILITIES FINANCING PLAN TOTAL	\$40,472,814	\$16,915,821	\$2,818,148	\$9,624,244	\$11,114,601	\$40,472,814
B. OFF- SITES & ON- SITES INFRASTRUCTURE						
OFFSITES						
ANDERSON 53 WATER TANK	\$3,000,000	\$0	\$ 3,000,000	\$0	\$0	\$3,000,000
RPX UTILITIES	\$2,500,000	\$2,000,000	\$500,000	\$0	\$0	\$2,500,000
PETALUMA HILL ROAD UTILITIES & ROADWAY IMPROVEMENTS	\$1,700,000	\$0	\$1,700,000	\$0	\$0	\$1,700,000
RPX IMPROVEMENTS- NON- PFFP	\$2,500,000	\$0	\$500,000	\$2,000,000	\$0	\$2,500,000
J SECTION PEDESTRIAN BRIDGE	\$200,000	\$0	\$0	\$0	\$200,000	\$200,000
ONSITES						
VAST OAK -1ST LAND DEVELOPMENT PHASE- UTILITIES & IMPROVEMENTS	\$0	\$0	\$0	\$0	\$0	\$0
VAST OAK- 2nd LAND DEVELOPMENT PHASE- UTILITIES & IMPROVEMENTS	\$0	\$0	\$0	\$0	\$0	\$0
VAST OAK- 3rd LAND DEVELOPMENT PHASE- UTILITIES & IMPROVEMENTS	\$0	\$0	\$0	\$0	\$0	\$0
UD LLC- 4th LAND DEVELOPMENT PHASE- UTILITIES & IMPROVEMENTS	\$0	\$0	\$0	\$0	\$0	\$0
HINEBAUGH CREEK VEHICULAR & PEDESTRIAN BRIDGE	\$2,000,000	\$0	\$0	\$2,000,000	\$0	\$2,000,000
HINEBAUGH CREEK PEDESTRIAN BRIDGE	\$200,000	\$0	\$0	\$200,000	\$0	\$200,000
OFF-SITE & ON-SITE INFRASTRUCTURE TOTAL	\$12,100,000	\$2,000,000	\$5,700,000	\$4,200,000	\$200,000	\$12,100,000
TOTAL ACQUISITION IMPROVEMENT ELIGIBLE PORTIONS & ESTIMATED COSTS	\$52,572,814	\$18,915,821	\$8,518,148	\$13,824,244	\$11,314,601	\$52,572,814

EXHIBIT B
[AMENDED BOUNDARY MAP]

AMENDED BOUNDARIES OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01
(University District)
CITY OF ROHNERT PARK, COUNTY OF SONOMA
STATE OF CALIFORNIA

(1) Filed in the office of the Secretary of
California Statewide Communities
Development Authority this ____ day of
_____, 2015.

Secretary, California Statewide Communities
Development Authority

(2) I hereby certify that the within map
showing the amended boundaries of
California Statewide Communities
Development Authority Community
Facilities District No. 2015-01 (University
District), City of Rohnert Park, County of
Sonoma, State of California, was approved
by the Commission of the California
Statewide Communities Development
Authority at a regular meeting thereof,
held on this ____ day of
_____, 2015, by its
Resolution No.
_____.

Secretary, California Statewide
Communities Development Authority

This map amends the boundaries of California Statewide Communities Development
Authority Community Facilities District No. 2015-01 (University District), City of Rohnert
Park, County of Sonoma, State of California, shown on the boundary map previously
recorded on May 22, 2015 as Instrument No. 2015-044226 at Book 770 of Maps of
Assessment and Community Facilities Districts at Pages 19 through 20 in the office of the
County Recorder for the County of Sonoma, State of California.

(3) Filed this ____ day of _____,
2015, 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 Sonoma, State of California.

William F. Rousseau,
Sonoma County Clerk-Recorder-Assessor
By _____

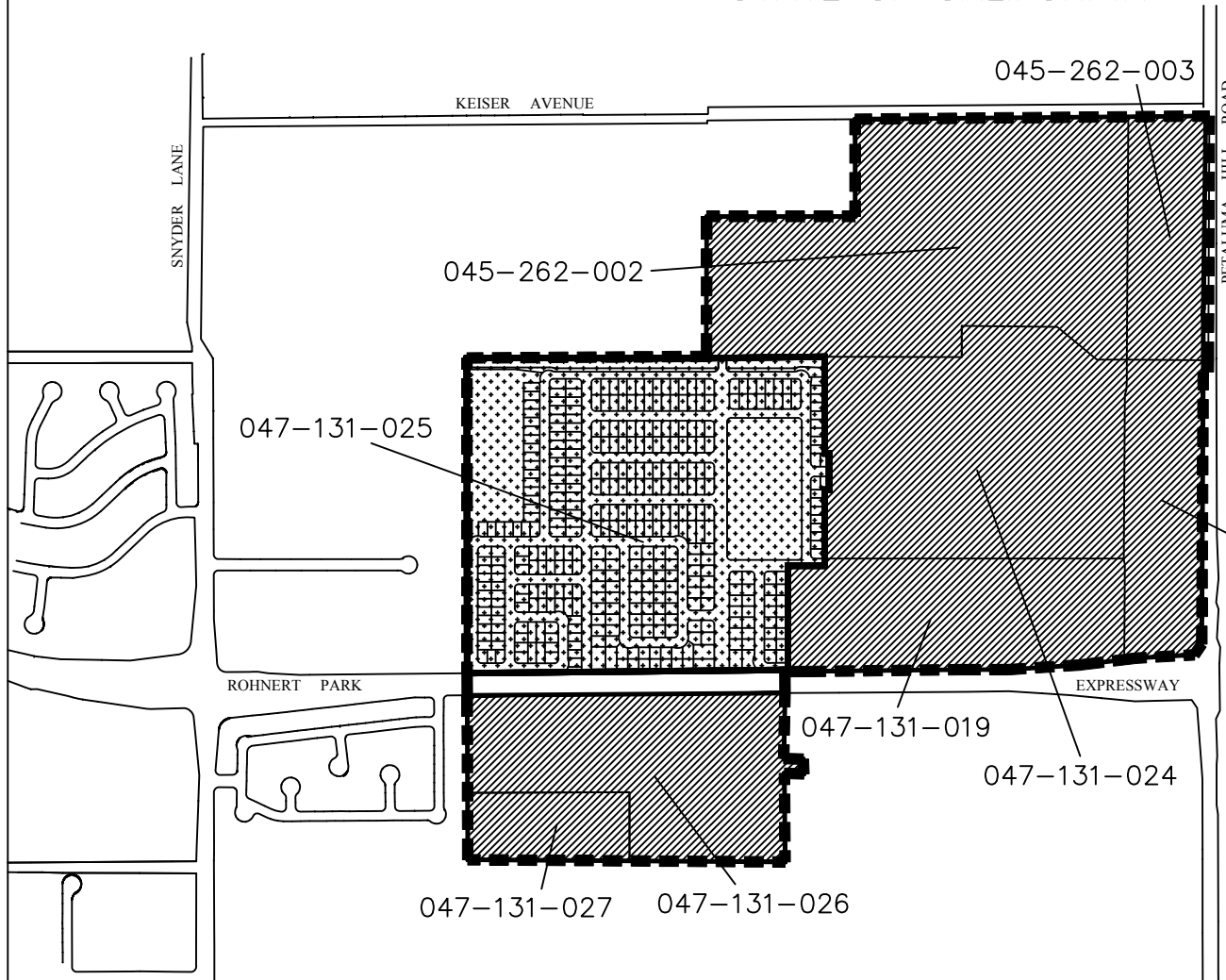
Deputy
Fee _____

Exempt recording requested,
per CA Government Code §6103

Assessor Parcel Constituting
Improvement Area 1:
047-131-025

Assessor Parcels within
Improvement Area M:
045-262-002
045-262-003
045-262-004
047-131-019
047-131-024
047-131-026
047-131-027

AMENDED BOUNDARIES OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01
(University District)
CITY OF ROHNERT PARK, COUNTY OF SONOMA
STATE OF CALIFORNIA



Reference is hereby made to the Assessor maps of the County of Sonoma and to the Vast Oak West Lot Line Adjustments of Rohnert Park, California, recorded on February 5, 2015 as Series Number 2015-009066, and on February 11, 2015 as Series Number 2015-010549, for a description of the lines and dimensions of these parcels.

LEGEND

	Amended Boundaries of California Statewide Communities Development Authority Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma, California
04n-nnn-nnn	Assessor Parcel Number
	Improvement Area 1
	Improvement Area M
	Assessor Parcel Line

EXHIBIT C

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-01, (UNIVERSITY DISTRICT), CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA

REPRESENTATIVE LISTING OF INCIDENTAL EXPENSES AND BOND ISSUANCE COSTS

It is anticipated that the following incidental expenses may be incurred in the proposed legal proceedings for formation of the Community Facilities District, construction or acquisition of the authorized public facilities and related bond financing and will be payable from proceeds of the Bonds or directly from the proceeds of the Special Tax, issued or levied, as applicable, in either or both Improvement Areas:

- Special tax consultant services
- Authority, City staff review, oversight and administrative services
- Bond Counsel and Disclosure Counsel services
- Financial advisor services
- Special tax administrator services
- Appraiser/Market absorption consultant services
- Initial bond transfer agent, fiscal agent, registrar and paying agent services, and rebate calculation service set up charge
- Bond printing and Preliminary Official Statement and Official Statement printing and mailing
- Publishing, mailing and posting of notices
- Recording fees
- Underwriter's discount
- Bond reserve fund
- Capitalized interest
- Governmental notification and filing fees
- Credit enhancement costs
- Rating agency fees
- Continuing disclosure services
- Arbitrage rebate services
- Other post-issuance tax compliance services

The expenses of certain recurring services pertaining to the Community Facilities District may be included in each annual special tax levy within either or both of the Improvement Areas, and these expenses are described in the definition of the term "Administrative Expenses" as set forth in each Rate and Method of Apportionment of Special Tax attached hereafter as Exhibit D-1 and Exhibit D-2.

The foregoing enumeration shall not be regarded as exclusive and shall be deemed to include any other incidental expenses of a like nature which may be incurred from time to time with respect to each Improvement Area of the Community Facilities District.

EXHIBIT D-1

[RMA FOR IMPROVEMENT AREA NO. 1]

**RATE AND METHOD OF APPORTIONMENT FOR
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01
IMPROVEMENT AREA No. 1
(UNIVERSITY DISTRICT)
CITY OF ROHNERT PARK, COUNTY OF SONOMA**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in Improvement Area No. 1 of CSCDA Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma ("CFD No. 2015-01 (IA No. 1)") and collected each Fiscal Year commencing in Fiscal Year 2015-2016, in an amount determined by the Commission, through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 2015-01 (IA No. 1) shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2015-01 (IA No. 1): the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the CSCDA Program Manager or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to CSCDA, CFD No. 2015-01 (IA No. 1), or any designee thereof of complying with arbitrage rebate requirements; the costs to CSCDA, CFD No. 2015-01 (IA No. 1), or any designee thereof of complying with CSCDA, CFD No. 2015-01 (IA No. 1), or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of CSCDA, CFD No. 2015-01 (IA No. 1), or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and CSCDA's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by CSCDA or CFD No. 2015-01 (IA No. 1) for any other administrative purposes of CFD No. 2015-01 (IA No. 1), including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Assessor’s Parcel” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor of the County designating parcels by Assessor’s parcel number.

“Assigned Special Tax” means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.(b), below.

“Attached Residential Property” means Assessor’s Parcels of Developed Property for which building permits have been issued for a Dwelling Unit that shares, or will share, an inside wall with another Dwelling Unit.

“Authorized Facilities” means the facilities authorized to be financed by CFD No. 2015-01 (IA No. 1).

“Backup Special Tax” means the Backup Special Tax applicable to each Assessor’s Parcel of Developed Property, as determined in accordance with Section C.1.(c), below.

“Bond Costs” means for any bond issue of an Other Improvement Area in CFD No. 2015-01 that is secured by the Special Taxes in CFD No. 2015 (IA No. 1), all debt service payments, administrative expenses, and amounts required to establish or replenish any bond reserve funds, and any other amounts required by the rate and method of apportionment of the Other Improvement Area for such bond issues required by the indenture, fiscal agent agreement, or other agreement governing the terms of such bond issue.

“Building Permit” means a permit issued by the City or other governmental agency for the construction of a residential or non-residential building on an Assessor’s Parcel.

“Buildout” means, for CFD No. 2015-01 (IA No. 1), that all expected building permits for Residential Property and Non-Residential Property to be constructed within CFD No. 2015-01 (IA No. 1) have been issued, as determined by the CSCDA Program Manager.

“CFD No. 2015-01 (IA No. 1)” means CSCDA Community Facilities District No. 2015-01 (Improvement Area No. 1) which covers a portion of the University District Specific Plan.

“CFD No. 2015-01 (IA No. 1) Bonds” means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, authorized by CFD No. 2015-01 (IA No. 1) under the Act and issued by CSCDA.

“City” means the City of Rohnert Park

“Commission” means the governing board of CSCDA.

“County” means the County of Sonoma.

“CSCDA” means the California Statewide Communities Development Authority.

“CSCDA Program Manager” means the CFD program manager for CSCDA, or its designee.

“Detached Residential Property” means Assessor’s Parcels of Developed Property for which building permits have been issued for a Dwelling Unit that is or is expected to be surrounded by freestanding walls and that does not share an inside wall with any other Dwelling Unit.

“Developed Property” means, for each Fiscal Year, all Taxable Property for which a building permit for new construction was issued after January 1, 2015 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

“Dwelling Unit” means one residential unit of any configuration, including, but not limited to, a single family attached or detached dwelling, condominium, apartment, mobile home, or otherwise.

“Final Mapped Property” means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, located in a Final Subdivision as of January 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied, but no earlier than January 1, 2015.

“Final Subdivision” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, approved by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 1352 that, in either case, creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Indenture” means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Intermediate Special Tax” means the intermediate Special Tax, determined in accordance with Section C.2.(a) herein that can be levied in any Fiscal Year on any Assessor’s Parcel of Final Mapped Property or Undeveloped Property.

“Land Use Class” means any of the land use classes listed in Table 1, below.

“Maximum Special Tax” means the Maximum Special Tax, determined in accordance with Section C below that can be levied by the Commission in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

“Minimum Sales Price” means, as determined by the Price Point Consultant, the expected base (i.e., without any optional upgrades included) sales prices of the Dwelling

Units of Residential Property within each Land Use Class based upon the actual or anticipated base sales prices to end users at the time of calculation in a normal marketing environment.

“Non-Residential Building Square Footage” means the total gross building square footage of non-residential property lying within an Assessor’s Parcel for which one or more non-residential building permits have been issued. Such square footage shall be measured from outside wall to outside wall, exclusive of overhangs, porches, patios, carports, or similar spaces attached to the building but generally open on at least two sides, as determined by reference to the building permit(s) issued for that Assessor’s Parcel, or if these are not available, as otherwise determined by the CSCDA Program Manager.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit permitting the construction of one or more non-residential units or facilities has been issued by the City or other governmental agency.

“Other Improvement Area” means an improvement area located within CFD No. 2015-1, other than CFD No. 2015-01 (IA No. 1).

“Other Improvement Area Bonds” means all bonds issued by Other Improvement Areas that are secured by the Special Taxes levied in CFD No. 2015-01 (IA No. 1) in the manner and for the duration set forth in one or more indentures, fiscal agent agreements, or other agreements governing the terms of such Other Improvement Area Bonds.

“Outstanding Bonds” means all CFD No. 2015-01 (IA No. 1) Bonds which remain outstanding under the Indenture.

“Price Point Consultant” means any consultant or firm of such consultants selected by the CSCDA Program Manager that (a) has substantial experience in performing price point studies for residential units within community facilities districts or otherwise estimating or confirming pricing for residential units in community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential units in community facilities districts, (c) is in fact independent and not under the control of CFD No. 2015-01 (IA No. 1) or CSCDA, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 2015-01 (IA No. 1), (ii) CSCDA, (iii) any owner of real property in CFD No. 2015-01 (IA No. 1), or (iv) any real property in CFD No. 2015-01 (IA No. 1), and (e) is not connected with CFD No. 2015-01 (IA No. 1) or CSCDA as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 2015-01 (IA No. 1) or CSCDA.

“Price Point Study” means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

“Property Owner Association Property” means, (i) any property within the boundaries of CFD No. 2015-01 (IA No. 1) that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year, (ii) any property located in a Final Subdivision that was recorded as of the May 1 preceding the

Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street, or (iii) any property which, as of the May 1 preceding the Fiscal Year for which the Special Tax is being levied, has been conveyed, irrevocably dedicated, or irrevocably offered to a property owner's association, including any master or sub-association, provided such conveyance, dedication, or offer is submitted to the CSCDA Program Manager by May 1 preceding the Fiscal Year for which the Special Tax is being levied. The total number of acres to be classified as Property Owner Association Property or Public Property cannot exceed 17.34 acres, as described in Section E of this RMA.

“Proportionately” means, for Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax or the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For each of the Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property categories, “Proportionately” means that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre within each of these Taxable Property categories is equal for all Assessor's Parcels in that specific Taxable Property category.

“Public Property” means, for each Fiscal Year, any property within the boundaries of CFD No. 2015-01 (IA No. 1) that, as of the May 1 preceding the Fiscal Year in which the Special Tax is being levied, was (i) owned by, irrevocably offered, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement. The total number of acres to be classified as Property Owner Association Property or Public Property cannot exceed 17.34 acres, as described in Section E of this RMA.

“Rate and Method of Apportionment” means this Rate and Method of Apportionment for CFD No. 2015-01 (IA No. 1).

“Residential Floor Area” means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area for an Assessor's Parcel shall be as set forth in the building permit(s) issued for such Assessor's Parcel and/or as set forth in the appropriate records kept by the Development Services Department of the City, or other applicable City department, as determined by the CSCDA Program Manager. Such determination shall be final following the issuance of a Certificate of Occupancy for the residential dwelling unit.

“Residential Property” means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

“Special Tax” means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement.

“Special Tax Requirement” means that amount of Special Taxes required, if any, in any Fiscal Year to (i) pay debt service on Outstanding Bonds payable in the calendar year commencing in such Fiscal Year, (ii) pay any amounts required to establish or replenish any reserve funds for all CFD No. 2015-01 (IA No. 1) Bonds to the extent such replenishment has not been included in the computation of the Special Tax Requirement in a previous Fiscal Year, (iii) pay for Administrative Expenses, (iv) pay for reasonably anticipated Annual Special Tax delinquencies based on the delinquency rate for the Special Taxes levied in the previous Fiscal Year, (v) pay directly for construction of CFD No. 2015-01 (IA No. 1) facilities eligible under the Act to the extent that inclusion of this amount does not increase the levy of the Special Tax beyond the first step in Section D, (vi) pay Bond Costs for Other Improvement Area Bonds to the extent that Special Taxes secure an issue of Other Improvement Area Bonds, less (vii) a credit for funds available to reduce the Special Tax levy, as determined by the CSCDA Program Manager, so long as the amount required is not less than zero.

“State” means the State of California.

“Supplemental Improvement Area” means any Other Improvement Area that has been specifically designated as additional collateral for CFD No. 2015-01 (IA No. 1) Bonds as authorized in the Indenture. The Supplemental Improvement Area shall be retained as additional collateral and security for CFD No. 2015-01 (IA No. 1) Bonds until conditions for the release of the Special Taxes in the Supplemental Improvement Area, as set forth in the Indenture, are satisfied.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2015-01 (IA No. 1) that are not exempt Property Owner Association Property or exempt Public Property.

“Taxable Property Owner Association Property” means all Assessor’s Parcels of Property Owner Association Property that are not exempt pursuant to Section E herein.

“Taxable Public Property” means all Assessor’s Parcels of Public Property that are not exempt pursuant to Section E herein.

“Total Floor Area” means the sum of the Residential Floor Area plus the Non-Residential Floor Area located on an Assessor’s Parcel.

“Total Tax Burden” means, for any Dwelling Unit of Residential Property, the sum of the Assigned Special Tax, together with *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities district, and any other taxes, fees and charges which are collected by the County on *ad valorem* tax bills and which are payable from and secured by the property assuming such residential dwelling unit had been completed, sold, and subject to such levies and impositions, excluding service charges such as sewer and trash.

“Trustee” means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Public Property

Owner Association Property, or Taxable Public Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2015-01 (IA No. 1) shall be classified as Developed Property, Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, or Taxable Public Property and shall be subject to Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

Residential Property shall be assigned to Land Use Classes 1 through 10 as listed in Table 1 below based on the description and the Residential Floor Area for each Dwelling Unit as designated in Table 1. All Non-Residential Property shall be assigned to Land Use Class 11. Prior to the issuance of the first series of CFD No. 2015-01 (IA No. 1) Bonds, the Assigned Special Tax Rates for Residential Property (as set forth in Table 1) and the Backup Special Tax rates for Residential Property (as set forth in Section C.1.(c)), shall be reduced in accordance with, and subject to, the conditions set forth in this Section C., without the need for any proceedings to make changes permitted under the Act.

At least sixty (60) days prior to the issuance of the first series of CFD No. 2015-01 (IA No. 1) Bonds, the Assigned Special Tax for Residential Property (set forth in Table 1) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, the CSCDA Program Manager shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sales Price of the Residential Property within each Land Use Class of Residential Property. From those Minimum Sales Prices for the Residential Property within each Land Use Class, the CSCDA Program Manager shall determine the lowest Minimum Sales Price for all Residential Property within each Land Use Class (hereafter referred to as the "Lowest Price Point"). If the CSCDA Program Manager determines that the Lowest Price Point for a Land Use Class is equal to or greater than the price point that was used to establish the Assigned Special Tax rates for such Land Use Class shown in Table 1, then there shall be no recalculation of the Assigned Special Tax rates for such Land Use Class. If, however, the CSCDA Program Manager determines that the Lowest Price Point for a Land Use Class is less than the price point that was used to establish the Assigned Special Tax rates for such Land Use Class shown in Table 1, then the Assigned Special Tax rates for Residential Property in such Land Use Class (as reflected in Table 1) shall be reduced to an amount that will cause the Total Tax Burden that shall apply to Residential Property within such Land Use Class not to exceed 1.75% of the Lowest Price Point of such Land Use Class. Each Assigned Special Tax reduction for a Land Use Class of Residential Property shall be calculated separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Special Tax for any Land Use Class of Residential Property, the CSCDA Program Manager shall also reduce the Backup Special Tax for all of CFD No. 2015-01 (IA No.1) in accordance with Section C.1.(c) herein. The Assigned Special Tax reductions permitted pursuant to this paragraph shall be reflected in an amended notice of Special Tax lien which CSCDA shall cause to be recorded by executing a certificate in substantially the form attached herein as Exhibit "A." Notwithstanding the foregoing, under no circumstances may the Assigned Special Taxes be reduced under this

Section C during the time the Special Taxes have been pledged to the payment of Bond Costs for Other Improvement Area Bonds.

1. Developed Property

(a) Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax.

(b) Assigned Special Tax

Residential Property shall be assigned to Land Use Classes 1 through 10 as listed in Table 1 below based on the Residential Floor Area for each residential Dwelling Unit. Non-Residential Property shall be assigned to Land Use Class 11. The Assigned Special Tax that shall be levied in any Fiscal Year for each Assessor's Parcel classified as Developed Property is shown below in Table 1.

**TABLE 1
Assigned Special Taxes for Developed Property
Improvement Area No. 1 of CFD No. 2015-01
All Fiscal Years**

Land Use Class	Description	Assigned Special Tax
1	Detached Residential Property ($\geq 3,250$ SF)	\$3,985 per Dwelling Unit
2	Detached Residential Property (3,000 - 3,249 SF)	\$3,758 per Dwelling Unit
3	Detached Residential Property (2,750 - 2,999 SF)	\$3,569 per Dwelling Unit
4	Detached Residential Property (2,500 - 2,749 SF)	\$3,197 per Dwelling Unit
5	Detached Residential Property (2,250 - 2,499 SF)	\$2,939 per Dwelling Unit
6	Detached Residential Property (2,000 - 2,249 SF)	\$2,620 per Dwelling Unit
7	Detached Residential Property (1,750 - 1,999 SF)	\$2,524 per Dwelling Unit
8	Detached Residential Property ($< 1,750$ SF)	\$2,199 per Dwelling Unit
9	Attached Residential Property ($\geq 1,750$ SF)	\$953 per Dwelling Unit
10	Attached Residential Property ($< 1,750$ SF)	\$532 per Dwelling Unit
11	Non-Residential Property	\$1.31 per square foot of Non-Residential Floor Area or \$19,766 per Acre, when applied, whichever is greater

(c) **Backup Special Tax**

The Backup Special Tax for an Assessor's Parcel of Developed Property shall equal the lesser of (a) \$21,959 per Acre, or (b) in connection with any reduction in the Assigned Special Tax as set forth in Section C. herein, the amount per Acre calculated pursuant to the formula below:

$$[(AST \times 1.1) + A] \div ATP$$

AST = The total estimated Assigned Special Tax levy for CFD No. 2015-01 (IA No. 1) based on the reduced Assigned Special Taxes for Developed Property permitted pursuant to Section C. herein which could be levied on all expected development assuming Buildout of CFD No. 2015-01 (IA No. 1) .

A = The Administrative Expenses as defined in Section A herein.

ATP = The sum of the Acreage of all Taxable Property within a Final Subdivision (assuming Buildout) within CFD No. 2015-01 (IA No. 1) (after excluding Public Property as set forth in Section E herein) multiplied by 90%.

The Backup Special Tax reduction permitted pursuant to this Section C.1.(c) shall be reflected in an amended notice of Special Tax lien which CSCDA shall cause to be recorded by executing a certificate in substantially the form attached herein as Exhibit "A."

Furthermore, all Assessor's Parcels within CFD No. 2015-01 (IA No. 1) shall be relieved simultaneously and permanently from the obligation to pay and disclose the Backup Special Tax if the CSCDA Program Manager calculates that (i) the annual debt service required for the Outstanding Bonds, when compared to the Assigned Special Tax that shall be levied against all Assessor's Parcels of Developed Property in CFD No. 2015-01 (IA No. 1), results in 110% debt service coverage (i.e., the Assigned Special Tax that shall be levied against all Developed Property in CFD No. 2015-01 (IA No. 1) in each remaining Fiscal Year based on the then existing development is at least equal to the sum of (a) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (b) the Administrative Expenses as defined in Section A herein), (ii) all authorized CFD No. 2015-01 (IA No. 1) Bonds have already been issued or CSCDA has covenanted that it shall not issue any additional CFD No. 2015-01 (IA No. 1) Bonds (except refunding bonds) to be supported by the Assigned Special Taxes in CFD No. 2015-01 (IA No. 1), and (iii) CFD No. 2015-01 (IA No. 1) is not being utilized as a source of security for any Other Improvement Area Bonds.

(d) **Multiple Land Use Classes**

In some instances an Assessor's Parcel of Developed Property may contain more than

one Land Use Class. The Maximum Annual Special Taxes levied on an Assessor's Parcel shall be the sum of the Maximum Annual Special Taxes for all Land Use Classes located on that Assessor's Parcel. If an Assessor's Parcel of Developed Property includes both Residential Property and Non-Residential Property, the Acreage to be assigned to the Non-Residential Property for purposes of establishing the Annual Special Tax shall equal the total Acreage of the Assessor's Parcel multiplied by the Non-Residential Floor Area on the Assessor's Parcel, the product of which shall be divided by Total Floor Area on the Assessor's Parcel. Furthermore, for a condominium plan, if only a portion of its building permits have been issued, the remaining portion of the condominium plan shall be considered Final Mapped Property. The CSCDA Program Manager's allocation to each type of property shall be final.

2. Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property

(a) Intermediate Special Tax

The Fiscal Year 2015-2016 Intermediate Special Tax for each Assessor's Parcel of Final Mapped Property and Undeveloped Property shall be \$11,717 per Acre and shall remain the same for every Fiscal Year.

(b) Maximum Special Tax

The Fiscal Year 2015-2016 Maximum Special Tax for each Assessor's Parcel of Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property shall be \$23,434 per Acre, and shall remain the same for every Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2015-2016 and for each following Fiscal Year, the CSCDA Program Manager shall determine the Special Tax Requirement and shall (i) levy 100% of the Assigned Special Taxes on Developed Property, and (ii) levy the remaining Special Taxes as prioritized below until the total Special Taxes levied equal the Special Tax Requirement. The Special Taxes shall be levied in each Fiscal Year as follows:

1. Annual Levy

First: The Assigned Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount equal to 100% of the applicable Assigned Special Tax for Developed Property.

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property until (i) the total Special Taxes levied under the first two steps listed in this Section D are equal to the Special Tax Requirement, or (ii) the Special Taxes levied on Final Mapped Property equal 100% of the Intermediate Special Tax, whichever comes first.

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property until (i) the total Special Taxes levied under the first three steps listed in this Section D are equal to the Special Tax Requirement, or (ii) the Special Tax levied on Undeveloped Property equals 100% of the Intermediate Special Tax, whichever occurs first.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, the Special Tax levy shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property and Undeveloped Property, with the Special Tax increased in equal percentages from the Intermediate Special Tax up to 100% of the Maximum Special Tax for Final Mapped Property and Undeveloped Property until (i) the total Special Taxes levied under the first four steps of this Section D are equal to the Special Tax Requirement, or (ii) the Special Taxes levied on both Final Mapped Property and Undeveloped Property equal 100% of the Maximum Special Tax, whichever comes first.

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to 100% of the Maximum Special Tax for each such Assessor's Parcel of Developed Property until (i) the total Special Taxes levied under the first five steps listed in this Section D equal the Special Tax Requirement, or (ii) the Special Taxes levied on all Developed Property equal 100% of the Maximum Special Tax for Developed Property, whichever occurs first.

Sixth: If additional monies are needed to satisfy the Special Tax Requirement after the first five steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Taxable Property Owner Association Property shall be levied Proportionately until the lesser of (i) the total Special Taxes levied under the first six steps listed in this Section D equal the Special Tax Requirement, or (ii) the Special Taxes levied on all Taxable Property Owner Association Property equal 100% of the Maximum Special Tax for Property Owner Association Property, whichever occurs first.

Seventh: If additional monies are needed to satisfy the Special Tax Requirement after the first six steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Taxable Public Property shall be levied Proportionately until (i) the total Special Taxes levied under the first seven steps listed in this Section D are equal to the Special Tax Requirement, or (ii) the Special Taxes levied on all Taxable Public Property equal 100% of the Maximum Special Tax for Taxable Public Property, whichever occurs first.

Eighth: If additional monies are needed to satisfy the Special Tax Requirement after the first seven steps have been completed, then to the extent not released pursuant to the Indenture, a special tax shall be levied Proportionately on each Assessor's Parcel of taxable property located within the Supplemental Improvement Areas pledged to CFD No. 2015-01 (IA No. 1) Bonds, based on the rate and method of apportionment of special taxes for these Supplemental Improvement Areas until the lesser of (i) the total

amounts levied under the first eight steps listed in this Section D equal the Special Tax Requirement, or (ii) the special taxes levied on all property in the Supplemental Improvement Areas equals 100% of the Maximum Special Tax for such property in the Supplemental Improvement Areas, whichever occurs first.

Notwithstanding the above, the CSCDA Program Manager or its designee may, in any Fiscal Year, levy Proportionately less than 100% of the Assigned Special Tax in the first step (above), when (i) the Commission is no longer required to levy the Special Tax beyond the first step (above) in order to meet the Special Tax Requirement; and (ii) all authorized CFD No. 2015-01 (IA No. 1) Bonds or Other Improvement Area Bonds have already been issued or the Commission has covenanted that it will not issue any additional CFD No. 2015-01 (IA No. 1) Bonds (except refunding bonds) or Other Improvement Area Bonds to be supported by the Special Tax.

F. EXEMPTIONS

No Special Tax shall be levied on up to 17.34 acres of Public Property or Property Owner Association Property in CFD No. 2015-01 (IA No. 1). Tax-exempt status shall be assigned by the CSCDA Program Manager in the chronological order in which property in CFD No. 2015-01 (IA No. 1) becomes Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, it will, from that point forward, be subject to the Special Tax.

Prior to sixty (60) days before the issuance of a first series of CFD No. 2015-01 (IA No. 1) Bonds, the CSCDA Program Manager may increase or decrease the final number of tax-exempt acres of Public Property or Property Owner Association Property in CFD No. 2015-01 (IA No. 1) to better reflect the actual tax-exempt acreage within CFD No. 2015-01 (IA No. 1).

F. REVIEW/APPEAL PROCESS

Any taxpayer may file a written appeal of the Special Tax on his/her property with CSCDA, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CSCDA Program Manager or its designee shall review the appeal, meet with the appellant if the CSCDA Program Manager deems necessary, and advise the appellant of its determination within sixty (60) days after receipt of the appeal. If the CSCDA Program Manager agrees with the appellant, the CSCDA Program Manager shall make a recommendation to the Commission to eliminate or reduce the Special Tax on the appellant's property or to provide a refund to appellant. The approval of the Commission or its designee must be obtained prior to any such elimination or reduction. If the CSCDA Program Manager disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the Commission by filing a written notice of appeal with the CSCDA Program Manager, provided that the appellant is current in his/her payments of the Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CSCDA Program Manager's determination. The CFD Program Manager shall schedule the appeal to be heard before the Commission within sixty (60) days after receipt of the second appeal.

Interpretations may be made by the Commission by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

G. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2015-01 (IA No. 1) may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF SPECIAL TAX

Under this Rate and Method of Apportionment, an Assessor's Parcel within CFD No. 2015-01 (IA No. 1) is permitted to prepay the Special Tax. The obligation of the Assessor's Parcel to pay the Special Tax may be fully or partially prepaid and permanently satisfied as described herein, provided that a prepayment may be made only for Assessor's Parcels of Developed Property, or for an Assessor's Parcel of Final Mapped Property or Undeveloped Property for which a building permit has been issued after January 1, 2015, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CSCDA Program Manager with written notice of intent to prepay. Within thirty (30) days of receipt of such written notice, the CSCDA Program Manager shall notify such owner of the prepayment amount for such Assessor's Parcel. The CSCDA Program Manager may charge such owner a reasonable fee for providing this service. If there are Outstanding Bonds, prepayment must be made not less than thirty (30) days prior to a date that notice of redemption of CFD No. 2015-01 (IA No. 1) Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture that is specified in the report of the Special Tax Prepayment Amount (defined below).

The following additional definitions apply to this Section H:

"CFD Public Facilities Costs" means either \$10,975,000 in 2015 dollars, which shall increase by the Construction Inflation Index on July 1, 2016, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CSCDA Program Manager as sufficient to provide funding for the Authorized Facilities under the authorized bonding program for CFD No. 2015-01 (IA No. 1), or (ii) shall be determined by the Commission concurrently with a covenant that it shall not issue any more CFD No. 2015-01 (IA No. 1) Bonds (except refunding bonds) or Other Improvement Area Bonds to be supported by the Special Tax levy under this Rate and Method of Apportionment.

"Construction Inflation Index" means the annual percentage change in the Engineering News Record Building Cost Index for the City of San Francisco, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CSCDA Program Manager that is reasonably comparable to the Engineering News Record Building Cost Index for the City of San Francisco.

"Future Facilities Costs" means the CFD Public Facilities Costs minus (i) costs of Authorized

Facilities previously paid from the Improvement Fund, (ii) moneys currently on deposit in the Improvement Fund available to pay costs of Authorized Facilities, and (iii) the amount the CSCDA Program Manager reasonably expects to derive from the reinvestment of these funds.

“Improvement Fund” means a fund or account specifically identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct Authorized Facilities.

“Previously Issued Bonds” means, for any Fiscal Year, all Outstanding Bonds that are outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year, as well as Other Improvement Area Bonds currently secured by CFD No. 2015-01 (IA No. 1) Special Taxes.

1. Prepayment in Full

The Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
Total:	equals Special Tax Prepayment Amount

As of the proposed date of prepayment, the Special Tax Prepayment Amount shall be calculated according to the following paragraphs:

1. Confirm that no Special Tax delinquencies apply to such Assessor’s Parcel.
2. For Assessor’s Parcels of Developed Property, compute the Assigned Special Tax and Backup Special Tax for the Assessor’s Parcel to be prepaid. For Assessor’s Parcels of Final Mapped Property or Undeveloped Property for which a building permit has been issued after January 1, 2015, compute the Assigned Special Tax and Backup Special Tax for that Assessor’s Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for such Assessor’s Parcel.
3. (a) Divide the Assigned Special Tax computed pursuant to paragraph 2 by the total estimated Assigned Special Tax levy for CFD No. 2015-01 (IA No. 1) based on the Developed Property Assigned Special Taxes which could be levied on all expected development assuming Buildout of CFD No. 2015-01 (IA No. 1), excluding any Assessor’s Parcels which have been prepaid, and

(b) Divide the Backup Special Tax computed pursuant to paragraph 2 by the total estimated Backup Special Taxes at Buildout for the entire CFD No. 2015-01 (IA No. 1), excluding any Assessor’s Parcels which have been prepaid.
4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the

Previously Issued Bonds to compute the amount of Previously Issued Bonds to be redeemed (the “Bond Redemption Amount”).

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Previously Issued Bonds to be redeemed (the “Redemption Premium”).

6. Compute the current Future Facilities Costs.

7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the “Future Facilities Amount”).

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the redemption date for the Previously Issued Bonds specified in the report of the Special Tax Prepayment Amount.

9. Determine the Special Tax levied on the Assessor’s Parcel in the current Fiscal Year which has not yet been paid.

10. Compute the minimum amount the CSCDA Program Manager reasonably expects to derive from the reinvestment of the Special Tax Prepayment Amount, less any interest earnings attributed to the Administrative Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the “Defeasance Amount”).

12. The administrative fees and expenses of CFD No. 2015-01 (IA No. 1) are as calculated by the CSCDA Program Manager and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2015-01 (IA No. 1) Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the “Administrative Fees and Expenses”).

13. The reserve fund credit (the “Reserve Fund Credit”) shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve requirement (as defined in the Indenture).

14. If any capitalized interest for the Previously Issued Bonds will not have been expended as of the date immediately following the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by

multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected balance in the capitalized interest fund or account under the Indenture after such first interest and/or principal payment date (the “Capitalized Interest Credit”).

15. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the “Special Tax Prepayment Amount”).

2. Prepayment in Part

The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (PE - A) \times F + A.$$

These terms have the following meaning:

PP = the partial prepayment

PE = the Prepayment Amount calculated according to Section H.1

F = the percentage by which the owner of the Assessor’s Parcel(s) is partially prepaying the Special Tax.

A = the Administration Fees and Expenses from Section H.1.

The owner of any Assessor’s Parcel who desires such prepayment shall notify the CSCDA Program Manager of such owner’s intent to partially prepay the Special Tax and the percentage by which the Special Tax shall be prepaid.

With respect to any Assessor’s Parcel that is partially prepaid, the Commission shall (i) distribute the funds remitted to it according to Section H.1, and (ii) indicate in the records of CFD No. 2015-01 (IA No. 1) that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor’s Parcel, equal to the outstanding percentage $(1.00 - F)$ of the remaining Maximum Special Tax, shall continue to be levied on such Assessor’s Parcel pursuant to Section D.

3. General Provisions Applicable to the Prepayment of Special Tax

(a). Use of the Special Tax Prepayment Amount

The Special Tax Prepayment Amount, less the Administrative Fees and Expenses calculated according to Sections H.1 and H.2 which shall be retained by CFD No. 2015-01 (IA No. 1), and less the Future Facilities Amount calculated according to Section H.1 which shall be deposited into the Improvement Fund, shall be deposited into specific funds established under the Indenture, to fully or partially redeem as many Outstanding Bonds as possible, and, if amounts are less than \$5,000, to make debt service payments on the Outstanding Bonds (collectively designated as the “Bond Retirement Funds”). Notwithstanding the above, if a portion of the Special Tax Prepayment Amount calculated in Sections H.1. or H.2. was imposed as a result of designated “Other Improvement Area Bonds” that were included among “Previously Issued Bonds,” then a portion of the Bond Retirement Funds equivalent to the ratio of the designated “Other

Improvement Area Bonds” to all “Previously Issued Bonds” shall be utilized to fully or partially redeem as many designated Other Improvement Area Bonds as possible, and, if amounts are less than \$5,000, to make debt service payments on the designated Other Improvement Area Bonds.

(b). Full Prepayment of Special Tax

Upon confirmation of the payment of the current Fiscal Year’s entire Special Tax obligation, the CSCDA Program Manager shall remove the current Fiscal Year’s Special Tax levy for such Assessor’s Parcel from the County tax rolls. With respect to any Assessor’s Parcel that is prepaid in accordance with Section H.1, the CSCDA Program Manager shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Special Tax and the release of the Special Tax lien on such Assessor’s Parcel, and the obligation of such Assessor’s Parcel to pay the Special Tax shall cease.

(c). Partial Prepayment of Special Tax

With respect to any Assessor’s Parcel that is partially prepaid, the CSCDA Program Manager shall (i) distribute or cause to be distributed the funds remitted to it according to Section H.2. and (ii) indicate in the records of CFD No. 2015-01 (IA No. 1) that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor’s parcel, equal to the outstanding percentage (1.00 – F) of the remaining Maximum Special Tax, shall continue to be levied on such Assessor’s Parcel pursuant to Section D herein.

(d). Debt Service Coverage

Notwithstanding the foregoing, no prepayment of the Special Tax shall be allowed unless the amount of Special Tax that may be levied on Taxable Property (assuming Buildout) within CFD No. 2015-01 (IA No. 1) in each future Fiscal Year (after excluding Public Property and Property Owner Association Property as set forth in Section E herein), after the proposed prepayment, is at least equal to the sum of (i) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (ii) the Administrative Expenses as defined in Section A herein. Similarly, no prepayment of the Special Tax shall be allowed if the amount of Special Tax that may be levied on Taxable Property (assuming Buildout) within CFD No. 2015-01 (IA No. 1) in each future Fiscal Year (after excluding Property Owner Association Property and Public Property as set forth in Section E herein), after the proposed prepayment, does not at least equal to 1.10 times the debt service necessary to support the share of remaining Other Improvement Area Bonds that are secured by the Special Taxes.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied upon an Assessor's Parcel of Developed Property for a maximum of fifty (50) years, provided however that Special Taxes will cease to be levied in an earlier Fiscal Year if the CSCDA Program Manager has determined that all required interest and principal payments on the CFD No. 2015-01 (IA No. 1) Bonds have been paid and the Commission has covenanted that it will not issue any more Bonds (other than refunding Bonds) to be supported by Special Taxes levied under this Rate and Method of Apportionment as described in Section D.

[http://localhost:9010/resources/Clients/Brookfield/Rohnert Park/2014 Analysis/RMA/University District RMA \(IA No. 1\) v. 9.doc](http://localhost:9010/resources/Clients/Brookfield/Rohnert Park/2014 Analysis/RMA/University District RMA (IA No. 1) v. 9.doc)

EXHIBIT A

CERTIFICATE TO AMEND SPECIAL TAX

CSCDA CFD No. 2015-01 (IA No. 1) TAX REDUCTION CERTIFICATE

1. Pursuant to Sections C and D of the Rate and Method of Apportionment, as attached to the Notice of Special Tax Lien, recorded in the Official Records of the County of Sonoma as Instrument No. XXXXXX on MM/DD/YYYY, the California Statewide Communities Development Authority ("CSCDA") hereby reduces the Assigned Special Taxes for Developed Property within CFD No. 2015-01 (IA No. 1) set forth in Table 1 of the Rate and Method of Apportionment for CFD No. 2015-01 (IA No. 1).

The information in Table 1 relating to the Assigned Special Tax for Developed Property within CFD No. 2015-01 (IA No. 1) shall be amended and restated in full as follows:

TABLE 1

**Reduced Assigned Special Taxes for Developed
Property Improvement Area No. 1 of CFD No. 2015-01
All Fiscal Years**

Land Use Class	Description	Assigned Special Tax
1	Detached Residential Property (\geq 3,250 SF)	\$[_____] per Dwelling Unit
2	Detached Residential Property (3,000 - 3,249 SF)	\$[_____] per Dwelling Unit
3	Detached Residential Property (2,750 - 2,999 SF)	\$[_____] per Dwelling Unit
4	Detached Residential Property (2,500 - 2,749 SF)	\$[_____] per Dwelling Unit
5	Detached Residential Property (2,250 - 2,499 SF)	\$[_____] per Dwelling Unit
6	Detached Residential Property (2,000 - 2,249 SF)	\$[_____] per Dwelling Unit
7	Detached Residential Property (1,750 - 1,999 SF)	\$[_____] per Dwelling Unit
8	Detached Residential Property ($<$ 1,750 SF)	\$[_____] per Dwelling Unit
9	Attached Residential Property (\geq 1,750 SF)	\$[_____] per Dwelling Unit
10	Attached Residential Property ($<$ 1,750 SF)	\$[_____] per Dwelling Unit
11	Non-Residential Property	\$____ per square foot of Non-Residential Floor Area or \$____ per Acre, when applied, whichever is greater

2. The Backup Special Tax for each Assessor's Parcel of Developed Property shall be \$[] per acre.
3. Upon execution of the certificate by CSCDA and CFD No. 2015-01 (IA No. 1), CSCDA shall cause an amended notice of special tax lien for CFD No. 2015-01 (IA No. 1) to be recorded reflecting the modifications set forth herein.

By execution hereof, the undersigned acknowledges, on behalf of CSCDA and CFD No. 2015-01 (IA No. 1), receipt of this certificate and modification of the Rate and Method of Apportionment as set forth in this certificate.

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By: _____

Date: _____

EXHIBIT D-2

[AMENDED AND RESTATED RMA FOR IMPROVEMENT AREA M]

**AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT FOR
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01 IMPROVEMENT AREA M
(UNIVERSITY DISTRICT)
CITY OF ROHNERT PARK, COUNTY OF SONOMA**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in Improvement Area M of CSCDA Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma ("CFD No. 2015-01 (IA M)") and collected each Fiscal Year commencing in Fiscal Year 2015-2016, in an amount determined by the Commission, through the application of the Amended and Restated Rate and Method of Apportionment as described below. All of the Taxable Property in CFD No. 2015-01 (IA M) shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2015-01 (IA M): the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the CSCDA Program Manager or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to CSCDA, CFD No. 2015-01 (IA M), or any designee thereof of complying with arbitrage rebate requirements; the costs to CSCDA, CFD No. 2015-01 (IA M), or any designee thereof of complying with CSCDA, CFD No. 2015-01 (IA M), or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of CSCDA, CFD No. 2015-01 (IA M), or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and CSCDA's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by CSCDA or CFD No. 2015-01 (IA M) for any other administrative purposes of CFD No. 2015-01 (IA M), including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Assessor’s Parcel” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor of the County designating parcels by Assessor’s parcel number.

“Assigned Special Tax” means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.(b), below.

“Attached Residential Property” means Assessor’s Parcels of Developed Property for which building permits have been issued for a Dwelling Unit that shares, or will share, an inside wall with another Dwelling Unit.

“Authorized Facilities” means the facilities authorized to be financed by CFD No. 2015-01 (IA M).

“Backup Special Tax” means the Backup Special Tax applicable to each Assessor’s Parcel of Developed Property, as determined in accordance with Section C.1.(c), below.

“Bond Costs” means for any bond issue of an Other Improvement Area in CFD No. 2015-01 that is secured by the Special Taxes in CFD No. 2015 (IA M), all debt service payments, administrative expenses, and amounts required to establish or replenish any bond reserve funds, and any other amounts required by the rate and method of apportionment of the Other Improvement Area for such bond issues required by the indenture, fiscal agent agreement, or other agreement governing the terms of such bond issue.

“Building Permit” means a permit issued by the City or other governmental agency for the construction of a residential or non-residential building on an Assessor’s Parcel.

“Buildout” means, for CFD No. 2015-01 (IA M), that all expected building permits for Residential Property and Non-Residential Property to be constructed within CFD No. 2015-01 (IA M) have been issued, as determined by the CSCDA Program Manager.

“CFD No. 2015-01 (IA M)” means CSCDA Community Facilities District No. 2015-01 (Improvement Area M) which covers a portion of the University District Specific Plan.

“CFD No. 2015-01 (IA M) Bonds” means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, authorized by CFD No. 2015-01 (IA M) under the Act and issued by CSCDA.

“City” means the City of Rohnert Park

“Commission” means the governing board of CSCDA.

“County” means the County of Sonoma.

“CSCDA” means the California Statewide Communities Development Authority.

“CSCDA Program Manager” means the CFD program manager for CSCDA, or its designee.

“Detached Residential Property” means Assessor’s Parcels of Developed Property for which building permits have been issued for a Dwelling Unit that is or is expected to be surrounded by freestanding walls and that does not share an inside wall with any other Dwelling Unit.

“Developed Property” means, for each Fiscal Year, all Taxable Property for which a building permit for new construction was issued after January 1, 2015 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

“Dwelling Unit” means one residential unit of any configuration, including, but not limited to, a single family attached or detached dwelling, condominium, apartment, mobile home, or otherwise.

“Final Mapped Property” means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, located in a Final Subdivision as of January 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied, but no earlier than January 1, 2015.

“Final Subdivision” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, approved by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 1352 that, in either case, creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Indenture” means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Intermediate Special Tax” means the intermediate Special Tax, determined in accordance with Section C.2.(a) herein that can be levied in any Fiscal Year on any Assessor’s Parcel of Final Mapped Property or Undeveloped Property.

“Land Use Class” means any of the land use classes listed in Table 1, below.

“Maximum Special Tax” means the Maximum Special Tax, determined in accordance with Section C below that can be levied by the Commission in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

“Minimum Sales Price” means, as determined by the Price Point Consultant, the

expected base (i.e., without any optional upgrades included) sales prices of the Dwelling Units of Residential Property within each Land Use Class based upon the actual or anticipated base sales prices to end users at the time of calculation in a normal marketing environment.

“Non-Residential Building Square Footage” means the total gross building square footage of non-residential property lying within an Assessor’s Parcel for which one or more non-residential building permits have been issued. Such square footage shall be measured from outside wall to outside wall, exclusive of overhangs, porches, patios, carports, or similar spaces attached to the building but generally open on at least two sides, as determined by reference to the building permit(s) issued for that Assessor’s Parcel, or if these are not available, as otherwise determined by the CSCDA Program Manager.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit permitting the construction of one or more non-residential units or facilities has been issued by the City or other governmental agency.

“Other Improvement Area” means an improvement area located within CFD No. 2015-1, other than CFD No. 2015-01 (IA M).

“Other Improvement Area Bonds” means all bonds issued by Other Improvement Areas that are secured by the Special Taxes levied in CFD No. 2015-01 (IA M) in the manner and for the duration set forth in one or more indentures, fiscal agent agreements, or other agreements governing the terms of such Other Improvement Area Bonds.

“Outstanding Bonds” means all CFD No. 2015-01 (IA M) Bonds which remain outstanding under the Indenture.

“Price Point Consultant” means any consultant or firm of such consultants selected by the CSCDA Program Manager that (a) has substantial experience in performing price point studies for residential units within community facilities districts or otherwise estimating or confirming pricing for residential units in community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential units in community facilities districts, (c) is in fact independent and not under the control of CFD No. 2015-01 (IA M) or CSCDA, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 2015-01 (IA M), (ii) CSCDA, (iii) any owner of real property in CFD No. 2015-01 (IA M), or (iv) any real property in CFD No. 2015-01 (IA M), and (e) is not connected with CFD No. 2015-01 (IA M) or CSCDA as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 2015-01 (IA M) or CSCDA.

“Price Point Study” means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

“Property Owner Association Property” means, (i) any property within the boundaries of CFD No. 2015-01 (IA M) that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year, (ii) any property

located in a Final Subdivision that was recorded as of the May 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street, or (iii) any property which, as of the May 1 preceding the Fiscal Year for which the Special Tax is being levied, has been conveyed, irrevocably dedicated, or irrevocably offered to a property owner's association, including any master or sub-association, provided such conveyance, dedication, or offer is submitted to the CSCDA Program Manager by May 1 preceding the Fiscal Year for which the Special Tax is being levied. The total number of acres to be classified as Property Owner Association Property or Public Property cannot exceed 65.76 acres, as described in Section E of this RMA.

“Proportionately” means, for Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax or the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For each of the Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property categories, “Proportionately” means that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre within each of these Taxable Property categories is equal for all Assessor's Parcels in that specific Taxable Property category.

“Public Property” means, for each Fiscal Year, any property within the boundaries of CFD No. 2015-01 (IA M) that, as of the May 1 preceding the Fiscal Year in which the Special Tax is being levied, was (i) owned by, irrevocably offered, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement. The total number of acres to be classified as Property Owner Association Property or Public Property cannot exceed 65.76 acres, as described in Section E of this RMA.

“Rate and Method of Apportionment” means this Amended and Restated Rate and Method of Apportionment for CFD No. 2015-01 (IA M).

“Residential Floor Area” means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area for an Assessor's Parcel shall be as set forth in the building permit(s) issued for such Assessor's Parcel and/or as set forth in the appropriate records kept by the Development Services Department of the City, or other applicable City department, as determined by the CSCDA Program Manager. Such determination shall be final following the issuance of a Certificate of Occupancy for the residential dwelling unit.

“Residential Property” means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

“Special Tax” means the special tax to be levied in each Fiscal Year on each Assessor's

Parcel of Taxable Property to fund the Special Tax Requirement.

“Special Tax Requirement” means that amount of Special Taxes required, if any, in any Fiscal Year to (i) pay debt service on Outstanding Bonds payable in the calendar year commencing in such Fiscal Year, (ii) pay any amounts required to establish or replenish any reserve funds for all CFD No. 2015-01 (IA M) Bonds to the extent such replenishment has not been included in the computation of the Special Tax Requirement in a previous Fiscal Year, (iii) pay for Administrative Expenses, (iv) pay for reasonably anticipated Annual Special Tax delinquencies based on the delinquency rate for the Special Taxes levied in the previous Fiscal Year, (v) pay directly for construction of CFD No. 2015-01 (IA M) facilities eligible under the Act to the extent that inclusion of this amount does not increase the levy of the Special Tax beyond the first step in Section D, (vi) pay Bond Costs for Other Improvement Area Bonds to the extent that Special Taxes secure an issue of Other Improvement Area Bonds, less (vii) a credit for funds available to reduce the Special Tax levy, as determined by the CSCDA Program Manager, so long as the amount required is not less than zero.

“State” means the State of California.

“Supplemental Improvement Area” means any Other Improvement Area that has been specifically designated as additional collateral for CFD No. 2015-01 (IA M) Bonds as authorized in the Indenture. The Supplemental Improvement Area shall be retained as additional collateral and security for CFD No. 2015-01 (IA M) Bonds until conditions for the release of the Special Taxes in the Supplemental Improvement Area, as set forth in the Indenture, are satisfied.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2015-01 (IA M) that are not exempt Property Owner Association Property, exempt Public Property, or otherwise exempt under Section E herein.

“Taxable Property Owner Association Property” means all Assessor’s Parcels of Property Owner Association Property that are not exempt pursuant to Section E herein.

“Taxable Public Property” means all Assessor’s Parcels of Public Property that are not exempt pursuant to Section E herein.

“Total Floor Area” means the sum of the Residential Floor Area plus the Non-Residential Floor Area located on an Assessor’s Parcel.

“Total Tax Burden” means, for any Dwelling Unit of Residential Property, the sum of the Assigned Special Tax, together with *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities district, and any other taxes, fees and charges which are collected by the County on *ad valorem* tax bills and which are payable from and secured by the property assuming such residential dwelling unit had been completed, sold, and subject to such levies and impositions, excluding service charges such as sewer and trash.

“Trustee” means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Public Property Owner Association Property, or Taxable Public Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2015-01 (IA M) shall be classified as Developed Property, Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, or Taxable Public Property and shall be subject to Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

Residential Property shall be assigned to Land Use Classes 1 through 10 as listed in Table 1 below based on the description and the Residential Floor Area for each Dwelling Unit as designated in Table 1. All Non-Residential Property shall be assigned to Land Use Class 11. Prior to the issuance of the first series of CFD No. 2015-01 (IA M) Bonds, the Assigned Special Tax Rates for Residential Property (as set forth in Table 1) and the Backup Special Tax rates for Residential Property (as set forth in Section C.1.(c)), shall be reduced in accordance with, and subject to, the conditions set forth in this Section C., without the need for any proceedings to make changes permitted under the Act.

At least sixty (60) days prior to the issuance of the first series of CFD No. 2015-01 (IA M) Bonds, the Assigned Special Tax for Residential Property (set forth in Table 1) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, the CSCDA Program Manager shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sales Price of the Residential Property within each Land Use Class of Residential Property. From those Minimum Sales Prices for the Residential Property within each Land Use Class, the CSCDA Program Manager shall determine the lowest Minimum Sales Price for all Residential Property within each Land Use Class (hereafter referred to as the “Lowest Price Point”). If the CSCDA Program Manager determines that the Lowest Price Point for a Land Use Class is equal to or greater than the price point that was used to establish the Assigned Special Tax rates for such Land Use Class shown in Table 1, then there shall be no recalculation of the Assigned Special Tax rates for such Land Use Class. If, however, the CSCDA Program Manager determines that the Lowest Price Point for a Land Use Class is less than the price point that was used to establish the Assigned Special Tax rates for such Land Use Class shown in Table 1, then the Assigned Special Tax rates for Residential Property in such Land Use Class (as reflected in Table 1) shall be reduced to an amount that will cause the Total Tax Burden that shall apply to Residential Property within such Land Use Class not to exceed 1.75% of the Lowest Price Point of such Land Use Class. Each Assigned Special Tax reduction for a Land Use Class of Residential Property shall be calculated separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Special Tax for any Land Use Class of Residential Property, the CSCDA Program Manager shall also reduce the Backup Special

Tax for all of CFD No. 2015-01 (IA No.1) in accordance with Section C.1.(c) herein. The Assigned Special Tax reductions permitted pursuant to this paragraph shall be reflected in an amended notice of Special Tax lien which CSCDA shall cause to be recorded by executing a certificate in substantially the form attached herein as Exhibit “A.” Notwithstanding the foregoing, under no circumstances may the Assigned Special Taxes be reduced under this Section C during the time the Special Taxes have been pledged to the payment of Bond Costs for Other Improvement Area Bonds.

1. Developed Property

(a) Maximum Special Tax

The Maximum Special Tax for each Assessor’s Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax.

(b) Assigned Special Tax

Residential Property shall be assigned to Land Use Classes 1 through 10 as listed in Table 1 below based on the Residential Floor Area for each residential Dwelling Unit. Non-Residential Property shall be assigned to Land Use Class 11. The Assigned Special Tax that shall be levied in any Fiscal Year for each Assessor’s Parcel classified as Developed Property is shown below in Table 1.

TABLE 1
Assigned Special Taxes for Developed Property
Improvement Area M of CFD No. 2015-01
All Fiscal Years

Land Use Class	Description	Assigned Special Tax
1	Detached Residential Property (\geq 3,250 SF)	\$3,985 per Dwelling Unit
2	Detached Residential Property (3,000 - 3,249 SF)	\$3,758 per Dwelling Unit
3	Detached Residential Property (2,750 - 2,999 SF)	\$3,569 per Dwelling Unit
4	Detached Residential Property (2,500 - 2,749 SF)	\$3,197 per Dwelling Unit
5	Detached Residential Property (2,250 - 2,499 SF)	\$2,939 per Dwelling Unit
6	Detached Residential Property (2,000 - 2,249 SF)	\$2,620 per Dwelling Unit
7	Detached Residential Property (1,750 - 1,999 SF)	\$2,524 per Dwelling Unit
8	Detached Residential Property ($<$ 1,750 SF)	\$2,199 per Dwelling Unit
9	Attached Residential Property (\geq 1,750 SF)	\$953 per Dwelling Unit
10	Attached Residential Property ($<$ 1,750 SF)	\$532 per Dwelling Unit

11	Non-Residential Property	\$1.31 per square foot of Non-Residential Floor Area or \$19,766 per Acre, when applied, whichever is greater
----	--------------------------	---

(c) **Backup Special Tax**

The Backup Special Tax for an Assessor's Parcel of Developed Property shall equal the lesser of (a) \$21,959 per Acre, or (b) in connection with any reduction in the Assigned Special Tax as set forth in Section C. herein, the amount per Acre calculated pursuant to the formula below:

$$[(AST \times 1.1) + A] \div ATP$$

AST = The total estimated Assigned Special Tax levy for CFD No. 2015-01 (IA M) based on the reduced Assigned Special Taxes for Developed Property permitted pursuant to Section C. herein which could be levied on all expected development assuming Buildout of CFD No. 2015-01 (IA M) .

A = The Administrative Expenses as defined in Section A herein.

ATP = The sum of the Acreage of all Taxable Property within a Final Subdivision (assuming Buildout) within CFD No. 2015-01 (IA No. 1) (after excluding Public Property as set forth in Section E herein) multiplied by 90%.

The Backup Special Tax reduction permitted pursuant to this Section C.1.(c) shall be reflected in an amended notice of Special Tax lien which CSCDA shall cause to be recorded by executing a certificate in substantially the form attached herein as Exhibit "A."

Furthermore, all Assessor's Parcels within CFD No. 2015-01 (IA M) shall be relieved simultaneously and permanently from the obligation to pay and disclose the Backup Special Tax if the CSCDA Program Manager calculates that (i) the annual debt service required for the Outstanding Bonds, when compared to the Assigned Special Tax that shall be levied against all Assessor's Parcels of Developed Property in CFD No. 2015-01 (IA M), results in 110% debt service coverage (i.e., the Assigned Special Tax that shall be levied against all Developed Property in CFD No. 2015-01 (IA M) in each remaining Fiscal Year based on the then existing development is at least equal to the sum of (a) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (b) the Administrative Expenses as defined in Section A herein), (ii) all authorized CFD No. 2015-01 (IA M) Bonds have already been issued or CSCDA has covenanted that it shall not issue any additional CFD No. 2015-01 (IA M) Bonds (except refunding bonds) to be supported by the Assigned Special Taxes in CFD No. 2015-01 (IA M), and (iii) CFD No. 2015-01 (IA M) is not being utilized as a source of security for any Other Improvement Area Bonds.

(d) Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Annual Special Taxes levied on an Assessor's Parcel shall be the sum of the Maximum Annual Special Taxes for all Land Use Classes located on that Assessor's Parcel. If an Assessor's Parcel of Developed Property includes both Residential Property and Non-Residential Property, the Acreage to be assigned to the Non-Residential Property for purposes of establishing the Annual Special Tax shall equal the total Acreage of the Assessor's Parcel multiplied by the Non-Residential Floor Area on the Assessor's Parcel, the product of which shall be divided by Total Floor Area on the Assessor's Parcel. Furthermore, for a condominium plan, if only a portion of its building permits have been issued, the remaining portion of the condominium plan shall be considered Final Mapped Property. The CSCDA Program Manager's allocation to each type of property shall be final.

2. Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property

(a) Intermediate Special Tax

The Fiscal Year 2015-2016 Intermediate Special Tax for each Assessor's Parcel of Final Mapped Property and Undeveloped Property shall be \$11,717 per Acre and shall remain the same for every Fiscal Year.

(b) Maximum Special Tax

The Fiscal Year 2015-2016 Maximum Special Tax for each Assessor's Parcel of Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property shall be \$23,434 per Acre, and shall remain the same for every Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2015-2016 and for each following Fiscal Year, the CSCDA Program Manager shall determine the Special Tax Requirement and shall (i) levy 100% of the Assigned Special Taxes on Developed Property, and (ii) levy the remaining Special Taxes as prioritized below until the total Special Taxes levied equal the Special Tax Requirement. The Special Taxes shall be levied in each Fiscal Year as follows:

1. Annual Levy

First: The Assigned Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount equal to 100% of the applicable Assigned Special Tax for Developed Property.

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property until (i) the total Special Taxes levied under

the first two steps listed in this Section D are equal to the Special Tax Requirement, or (ii) the Special Taxes levied on Final Mapped Property equal 100% of the Intermediate Special Tax, whichever comes first.

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property until (i) the total Special Taxes levied under the first three steps listed in this Section D are equal to the Special Tax Requirement, or (ii) the Special Tax levied on Undeveloped Property equals 100% of the Intermediate Special Tax, whichever occurs first.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, the Special Tax levy shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property and Undeveloped Property, with the Special Tax increased in equal percentages from the Intermediate Special Tax up to 100% of the Maximum Special Tax for Final Mapped Property and Undeveloped Property until (i) the total Special Taxes levied under the first four steps of this Section D are equal to the Special Tax Requirement, or (ii) the Special Taxes levied on both Final Mapped Property and Undeveloped Property equal 100% of the Maximum Special Tax, whichever comes first.

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to 100% of the Maximum Special Tax for each such Assessor's Parcel of Developed Property until (i) the total Special Taxes levied under the first five steps listed in this Section D equal the Special Tax Requirement, or (ii) the Special Taxes levied on all Developed Property equal 100% of the Maximum Special Tax for Developed Property, whichever occurs first.

Sixth: If additional monies are needed to satisfy the Special Tax Requirement after the first five steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Taxable Property Owner Association Property shall be levied Proportionately until the lesser of (i) the total Special Taxes levied under the first six steps listed in this Section D equal the Special Tax Requirement, or (ii) the Special Taxes levied on all Taxable Property Owner Association Property equal 100% of the Maximum Special Tax for Property Owner Association Property, whichever occurs first.

Seventh: If additional monies are needed to satisfy the Special Tax Requirement after the first six steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Taxable Public Property shall be levied Proportionately until (i) the total Special Taxes levied under the first seven steps listed in this Section D are equal to the Special Tax Requirement, or (ii) the Special Taxes levied on all Taxable Public Property equal 100% of the Maximum Special Tax for Taxable Public Property, whichever occurs first.

Eighth: If additional monies are needed to satisfy the Special Tax Requirement after the

first seven steps have been completed, then to the extent not released pursuant to the Indenture, a special tax shall be levied Proportionately on each Assessor's Parcel of taxable property located within the Supplemental Improvement Areas pledged to CFD No. 2015-01 (IA M) Bonds, based on the rate and method of apportionment of special taxes for these Supplemental Improvement Areas until the lesser of (i) the total amounts levied under the first eight steps listed in this Section D equal the Special Tax Requirement, or (ii) the special taxes levied on all property in the Supplemental Improvement Areas equals 100% of the Maximum Special Tax for such property in the Supplemental Improvement Areas, whichever occurs first.

Notwithstanding the above, the CSCDA Program Manager or its designee may, in any Fiscal Year, levy Proportionately less than 100% of the Assigned Special Tax in the first step (above), when (i) the Commission is no longer required to levy the Special Tax beyond the first step (above) in order to meet the Special Tax Requirement; and (ii) all authorized CFD No. 2015-01 (IA M) Bonds or Other Improvement Area Bonds have already been issued or the Commission has covenanted that it will not issue any additional CFD No. 2015-01 (IA M) Bonds (except refunding bonds) or Other Improvement Area Bonds to be supported by the Special Tax.

E. EXEMPTIONS

No Special Tax shall be levied on up to 65.76 acres of Public Property or Property Owner Association Property in CFD No. 2015-01 (IA M). Tax-exempt status shall be assigned by the CSCDA Program Manager in the chronological order in which property in CFD No. 2015-01 (IA M) becomes Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, it will, from that point forward, be subject to the Special Tax.

Additionally, no Special Tax shall be levied on up to 6.80 acres of Non-Residential Property within Assessor's Parcel Number 047-131-019 as described in Exhibit B.

Prior to sixty (60) days before the issuance of a first series of CFD No. 2015-01 (IA M) Bonds, the CSCDA Program Manager may increase or decrease the final number of tax-exempt acres of Public Property or Property Owner Association Property in CFD No. 2015-01 (IA M) to better reflect the actual tax-exempt acreage within CFD No. 2015-01 (IA M).

F. REVIEW/APPEAL PROCESS

Any taxpayer may file a written appeal of the Special Tax on his/her property with CSCDA, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CSCDA Program Manager or its designee shall review the appeal, meet with the appellant if the CSCDA Program Manager deems necessary, and advise the appellant of its determination within sixty (60) days after receipt of the appeal. If the CSCDA Program Manager agrees with the appellant, the CSCDA Program Manager shall make a recommendation to the Commission to eliminate or reduce the Special Tax on the appellant's property or to provide a refund to appellant. The approval of the Commission or its designee

must be obtained prior to any such elimination or reduction. If the CSCDA Program Manager disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the Commission by filing a written notice of appeal with the CSCDA Program Manager, provided that the appellant is current in his/her payments of the Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CSCDA Program Manager's determination. The CFD Program Manager shall schedule the appeal to be heard before the Commission within sixty (60) days after receipt of the second appeal.

Interpretations may be made by the Commission by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

G. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2015-01 (IA M) may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF SPECIAL TAX

Under this Rate and Method of Apportionment, an Assessor's Parcel within CFD No. 2015-01 (IA M) is permitted to prepay the Special Tax. The obligation of the Assessor's Parcel to pay the Special Tax may be fully or partially prepaid and permanently satisfied as described herein, provided that a prepayment may be made only for Assessor's Parcels of Developed Property, or for an Assessor's Parcel of Final Mapped Property or Undeveloped Property for which a building permit has been issued after January 1, 2015, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CSCDA Program Manager with written notice of intent to prepay. Within thirty (30) days of receipt of such written notice, the CSCDA Program Manager shall notify such owner of the prepayment amount for such Assessor's Parcel. The CSCDA Program Manager may charge such owner a reasonable fee for providing this service. If there are Outstanding Bonds, prepayment must be made not less than thirty (30) days prior to a date that notice of redemption of CFD No. 2015-01 (IA M) Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture that is specified in the report of the Special Tax Prepayment Amount (defined below).

The following additional definitions apply to this Section H:

"CFD Public Facilities Costs" means either \$27,975,000 in 2015 dollars, which shall increase by the Construction Inflation Index on July 1, 2016, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CSCDA Program Manager as sufficient to provide funding for the Authorized Facilities under the authorized bonding program for CFD No. 2015-01 (IA M), or (ii) shall be determined by the Commission concurrently with a covenant that it shall not issue any more CFD No. 2015-01 (IA M) Bonds (except refunding bonds) or Other Improvement Area Bonds to be supported by the Special Tax levy under this Rate and Method of Apportionment.

“Construction Inflation Index” means the annual percentage change in the Engineering News Record Building Cost Index for the City of San Francisco, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CSCDA Program Manager that is reasonably comparable to the Engineering News Record Building Cost Index for the City of San Francisco.

“Future Facilities Costs” means the CFD Public Facilities Costs minus (i) costs of Authorized Facilities previously paid from the Improvement Fund, (ii) moneys currently on deposit in the Improvement Fund available to pay costs of Authorized Facilities, and (iii) the amount the CSCDA Program Manager reasonably expects to derive from the reinvestment of these funds.

“Improvement Fund” means a fund or account specifically identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct Authorized Facilities.

“Previously Issued Bonds” means, for any Fiscal Year, all Outstanding Bonds that are outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year, as well as Other Improvement Area Bonds currently secured by CFD No. 2015-01 (IA M) Special Taxes.

1. Prepayment in Full

The Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
Total:	equals Special Tax Prepayment Amount

As of the proposed date of prepayment, the Special Tax Prepayment Amount shall be calculated according to the following paragraphs:

1. Confirm that no Special Tax delinquencies apply to such Assessor’s Parcel.
2. For Assessor’s Parcels of Developed Property, compute the Assigned Special Tax and Backup Special Tax for the Assessor’s Parcel to be prepaid. For Assessor’s Parcels of Final Mapped Property or Undeveloped Property for which a building permit has been issued after January 1, 2015, compute the Assigned Special Tax and Backup Special Tax for that Assessor’s Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for such Assessor’s Parcel.
3. (a) Divide the Assigned Special Tax computed pursuant to paragraph 2 by the

total estimated Assigned Special Tax levy for CFD No. 2015-01 (IA M) based on the Developed Property Assigned Special Taxes which could be levied on all expected development assuming Buildout of CFD No. 2015-01 (IA M), excluding any Assessor's Parcels which have been prepaid, and

(b) Divide the Backup Special Tax computed pursuant to paragraph 2 by the total estimated Backup Special Taxes at Buildout for the entire CFD No. 2015-01 (IA M), excluding any Assessor's Parcels which have been prepaid.

4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the Previously Issued Bonds to compute the amount of Previously Issued Bonds to be redeemed (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. Compute the current Future Facilities Costs.

7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the redemption date for the Previously Issued Bonds specified in the report of the Special Tax Prepayment Amount.

9. Determine the Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.

10. Compute the minimum amount the CSCDA Program Manager reasonably expects to derive from the reinvestment of the Special Tax Prepayment Amount, less any interest earnings attributed to the Administrative Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 2015-01 (IA M) are as calculated by the CSCDA Program Manager and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2015-01 (IA M) Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any,

associated with the redemption of Previously Issued Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve requirement (as defined in the Indenture).

14. If any capitalized interest for the Previously Issued Bonds will not have been expended as of the date immediately following the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected balance in the capitalized interest fund or account under the Indenture after such first interest and/or principal payment date (the “Capitalized Interest Credit”).

15. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the “Special Tax Prepayment Amount”).

2. Prepayment in Part

The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (PE - A) \times F + A.$$

These terms have the following meaning:

PP = the partial prepayment

PE = the Prepayment Amount calculated according to Section H.1

F = the percentage by which the owner of the Assessor’s Parcel(s) is partially prepaying the Special Tax.

A = the Administration Fees and Expenses from Section H.1.

The owner of any Assessor’s Parcel who desires such prepayment shall notify the CSCDA Program Manager of such owner’s intent to partially prepay the Special Tax and the percentage by which the Special Tax shall be prepaid.

With respect to any Assessor’s Parcel that is partially prepaid, the Commission shall (i) distribute the funds remitted to it according to Section H.1, and (ii) indicate in the records of CFD No. 2015-01 (IA M) that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor’s Parcel, equal to the outstanding percentage (1.00 - F) of the remaining Maximum Special Tax, shall continue to be levied on such Assessor’s Parcel pursuant to Section D.

3. General Provisions Applicable to the Prepayment of Special Tax

(a). Use of the Special Tax Prepayment Amount

The Special Tax Prepayment Amount, less the Administrative Fees and Expenses calculated according to Sections H.1 and H.2 which shall be retained by CFD No. 2015-01 (IA M), and less the Future Facilities Amount calculated according to Section H.1 which shall be deposited into the Improvement Fund, shall be deposited into specific funds established under the Indenture, to fully or partially redeem as many Outstanding Bonds as possible, and, if amounts are less than \$5,000, to make debt service payments on the Outstanding Bonds (collectively designated as the “Bond Retirement Funds”). Notwithstanding the above, if a portion of the Special Tax Prepayment Amount calculated in Sections H.1. or H.2. was imposed as a result of designated “Other Improvement Area Bonds” that were included among “Previously Issued Bonds,” then a portion of the Bond Retirement Funds equivalent to the ratio of the designated “Other Improvement Area Bonds” to all “Previously Issued Bonds” shall be utilized to fully or partially redeem as many designated Other Improvement Area Bonds as possible, and, if amounts are less than \$5,000, to make debt service payments on the designated Other Improvement Area Bonds.

(b). Full Prepayment of Special Tax

Upon confirmation of the payment of the current Fiscal Year’s entire Special Tax obligation, the CSCDA Program Manager shall remove the current Fiscal Year’s Special Tax levy for such Assessor’s Parcel from the County tax rolls. With respect to any Assessor’s Parcel that is prepaid in accordance with Section H.1, the CSCDA Program Manager shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Special Tax and the release of the Special Tax lien on such Assessor’s Parcel, and the obligation of such Assessor’s Parcel to pay the Special Tax shall cease.

(c). Partial Prepayment of Special Tax

With respect to any Assessor’s Parcel that is partially prepaid, the CSCDA Program Manager shall (i) distribute or cause to be distributed the funds remitted to it according to Section H.2. and (ii) indicate in the records of CFD No. 2015-01 (IA M) that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor’s parcel, equal to the outstanding percentage $(1.00 - F)$ of the remaining Maximum Special Tax, shall continue to be levied on such Assessor’s Parcel pursuant to Section D herein.

(d). Debt Service Coverage

Notwithstanding the foregoing, no prepayment of the Special Tax shall be allowed unless the amount of Special Tax that may be levied on Taxable Property (assuming Buildout) within CFD No. 2015-01 (IA M) in each future Fiscal Year (after excluding Public Property and Property Owner Association Property as set forth in Section E herein), after the proposed prepayment, is at least equal to the sum of (i) 1.10 times the debt service

necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year, and (ii) the Administrative Expenses as defined in Section A herein. Similarly, no prepayment of the Special Tax shall be allowed if the amount of Special Tax that may be levied on Taxable Property (assuming Buildout) within CFD No. 2015-01 (IA M) in each future Fiscal Year (after excluding Property Owner Association Property and Public Property as set forth in Section E herein), after the proposed prepayment, does not at least equal to 1.10 times the debt service necessary to support the share of remaining Other Improvement Area Bonds that are secured by the Special Taxes.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied upon an Assessor's Parcel of Developed Property for a maximum of fifty (50) years, provided however that Special Taxes will cease to be levied in an earlier Fiscal Year if the CSCDA Program Manager has determined that all required interest and principal payments on the CFD No. 2015-01 (IA M) Bonds have been paid and the Commission has covenanted that it will not issue any more Bonds (other than refunding Bonds) to be supported by Special Taxes levied under this Rate and Method of Apportionment as described in Section D.

J. FUTURE IMPROVEMENT AREAS

1. Special Taxes

It is anticipated that separate improvement areas will be designated within the boundaries of IA M, and the rates and methods of apportionment for these future improvement areas will be substantially in the form of the rate and method of apportionment for Improvement Area No. 1 of CFD No. 2015-01.

2. Deemed Prepayment

The designation of an improvement area of CFD No. 2015-01 within the boundaries of IA M pursuant to the Act and the approval by the qualified electors of the special tax to be levied therein constitutes a substitution of the obligation to pay such special tax for the obligation to pay the Special Tax and such substitution shall be deemed to be a prepayment and permanent satisfaction of the obligation to pay the Special Tax levied on the property within the boundaries of such improvement area. Therefore, upon the designation of an improvement area of CFD No. 2015-01 within the boundaries of IA M pursuant to the Act, and upon the approval by the qualified electors of the special tax to be levied therein, the Board shall, in accordance with Section 53344 of the Act, prepare and record in the Office of the County Recorder of the County a Notice of Cancellation of Tax Lien as to each Assessor's Parcel within such improvement area.

EXHIBIT A

CERTIFICATE TO AMEND SPECIAL TAX

CSCDA CFD No. 2015-01 (IA M) TAX REDUCTION CERTIFICATE

1. Pursuant to Sections C and D of the Amended and Restated Rate and Method of Apportionment, as attached to the Notice of Special Tax Lien, recorded in the Official Records of the County of Sonoma as Instrument No. XXXXXX on MM/DD/YYYY, the California Statewide Communities Development Authority ("CSCDA") hereby reduces the Assigned Special Taxes for Developed Property within CFD No. 2015-01 (IA M) set forth in Table 1 of the Amended and Restated Rate and Method of Apportionment for CFD No. 2015-01 (IA M).

The information in Table 1 relating to the Assigned Special Tax for Developed Property within CFD No. 2015-01 (IA M) shall be amended and restated in full as follows:

TABLE 1

**Reduced Assigned Special Taxes for Developed
Property Improvement Area M of CFD No. 2015-01
All Fiscal Years**

Land Use Class	Description	Assigned Special Tax
1	Detached Residential Property ($\geq 3,250$ SF)	\$[_____] per Dwelling Unit
2	Detached Residential Property (3,000 - 3,249 SF)	\$[_____] per Dwelling Unit
3	Detached Residential Property (2,750 - 2,999 SF)	\$[_____] per Dwelling Unit
4	Detached Residential Property (2,500 - 2,749 SF)	\$[_____] per Dwelling Unit
5	Detached Residential Property (2,250 - 2,499 SF)	\$[_____] per Dwelling Unit
6	Detached Residential Property (2,000 - 2,249 SF)	\$[_____] per Dwelling Unit
7	Detached Residential Property (1,750 - 1,999 SF)	\$[_____] per Dwelling Unit
8	Detached Residential Property ($< 1,750$ SF)	\$[_____] per Dwelling Unit
9	Attached Residential Property ($\geq 1,750$ SF)	\$[_____] per Dwelling Unit
10	Attached Residential Property ($< 1,750$ SF)	\$[_____] per Dwelling Unit
11	Non-Residential Property	\$____ per square foot of Non-Residential Floor Area or \$____ per Acre, when applied, whichever is greater

2. The Backup Special Tax for each Assessor's Parcel of Developed Property shall be \$[] per acre.
3. Upon execution of the certificate by CSCDA and CFD No. 2015-01 (IA M), CSCDA shall cause an amended notice of special tax lien for CFD No. 2015-01 (IA M) to be recorded reflecting the modifications set forth herein.

By execution hereof, the undersigned acknowledges, on behalf of CSCDA and CFD No. 2015-01 (IA M), receipt of this certificate and modification of the Amended and Restated Rate and Method of Apportionment as set forth in this certificate.

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By: _____

Date: _____

EXHIBIT B

**LEGAL DESCRIPTION OF EXEMPT NON-RESIDENTIAL PROPERTY ON
ASSESSOR PARCEL NUMBER 047-131-019**

CSCDA CFD No. 2015-01 (IA M)

EXHIBIT "A"

DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA, BEING RESULTANT PARCEL C AS DESCRIBED IN DOCUMENT NUMBER 2015-009067, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID RESULTANT PARCEL C, SAID CORNER BEING ON THE NORTHERLY LINE OF ROHNERT PARK EXPRESSWAY, THENCE ALONG THE COMMON LINE BEING THE SOUTHERLY LINE OF SAID RESULTANT PARCEL C AND THE NORTHERLY LINE OF SAID ROHNERT PARK EXPRESSWAY, SOUTH 82°10'31" WEST, 12.11 FEET, TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ON SAID COMMON LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 82°10'31" WEST, 239.58 FEET;
2. THENCE SOUTH 86°08'46" WEST, 340.31 FEET;

THENCE LEAVING SAID COMMON LINE AND ENTERING SAID RESULTANT PARCEL C THE FOLLOWING TEN (10) COURSES:

1. NORTH 44°48'07" WEST, 15.38 FEET;
2. ALONG A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT BEARS NORTH 89°09'27" WEST, HAVING A RADIUS OF 1034.00 FEET, THROUGH A CENTRAL ANGLE OF 12°47'55", AND AN ARC LENGTH OF 230.97 FEET;
3. ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 966.00 FEET, THROUGH A CENTRAL ANGLE OF 11°57'22" AND AN ARC LENGTH OF 201.58 FEET;
4. NORTH 00°00'00" EAST, 46.48 FEET;
5. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 31.42 FEET;
6. SOUTH 90°00'00" EAST, 533.89 FEET;
7. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 14°47'00" AND AN ARC LENGTH OF 9.03 FEET;
8. ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 57.00 FEET, THROUGH A CENTRAL ANGLE OF 41°34'25" AND AN ARC LENGTH OF 41.36 FEET;
9. NORTH 90°00'00" EAST, 27.94 FEET;
10. THENCE SOUTH 00°00'00" EAST, 454.50 FEET, TO THE **POINT OF BEGINNING**.

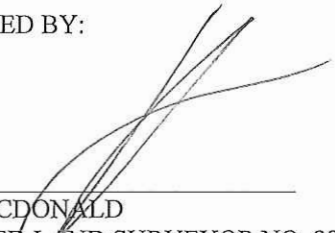
CONTAINING 6.80 ACRES MORE OR LESS.

END OF DESCRIPTION

PORTION OF A.P.N. 047-131-019

PREPARED BY:

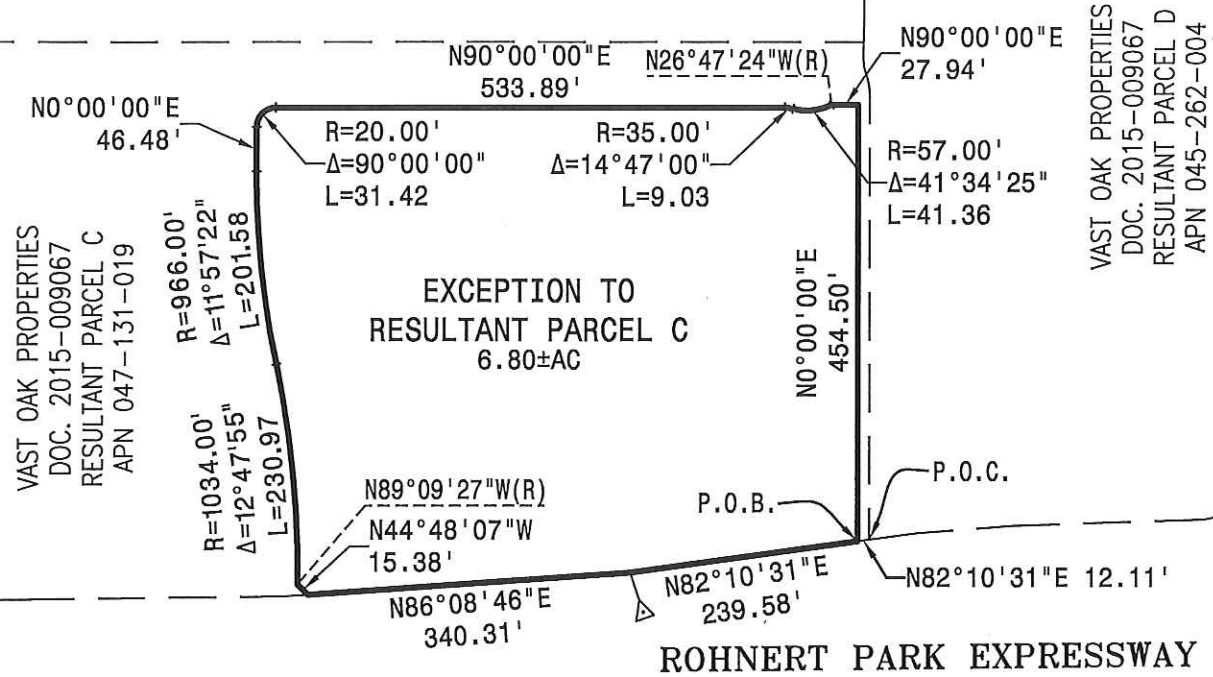



IAN MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXP. 12/31/15)
STATE OF CALIFORNIA

5/29/15
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

VAST OAK PROPERTIES
DOC. 2015-009067
RESULTANT PARCEL B
APN 047-131-024



0 100 200 400
SCALE: 1"=200'

LEGEND

— BOUNDARY OF DESCRIPTION
- - - EXISTING PARCEL
APN ASSESSOR'S PARCEL NUMBER
DOC. No. DOCUMENT NUMBER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION

EXCEPTION TO RESULTANT
PARCEL C

ROHNERT PARK

CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
IBM	MAY 2015	1"=200'	19539

RESOLUTION NO. 15R-35

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

A RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS TO FINANCE CERTAIN DEVELOPMENT IMPACT FEES, AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES TO MITIGATE THE IMPACTS OF DEVELOPMENT WITHIN CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-01, IMPROVEMENT AREA NO. 1 (UNIVERSITY DISTRICT), CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) duly adopted its Resolution No. 15R-14 (the “Resolution of Intention”) on May 7, 2015 wherein it declared its intention to establish a community facilities district within the jurisdictional boundaries of the City of Rohnert Park (the “City”) under and pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311) of the Government Code of the State of California (the “Act”), to be known and designated as “California Statewide Communities Development Authority Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma, State of California” (the “Community Facilities District”) and Improvement Area No. 1 (the “Improvement Area”) therein, and to levy a special tax (the “Special Tax”) therein to finance, among other things, the retirement of the lien established by the City’s Assessment District 2005-01 (the “Lien”), the acquisition and construction of certain public facilities and certain development impact fees (the “Improvements,” as that term is defined in the Resolution of Intention) that will assist in mitigating the impact on the need for public facilities occasioned by new development that has occurred or is expected to occur within the boundaries of the Improvement Area; and

WHEREAS, the Commission also adopted Resolution No. 15R-15 (the “Resolution to Incur Bonded Indebtedness”) on May 7, 2015, declaring its intention to incur a bonded indebtedness in the principal amount of not to exceed fifteen million dollars (\$15,000,000) for Improvement Area No. 1, and forty-five million dollars (\$45,000,000) for Improvement Area M, to finance the acquisition and construction of the Improvements described in the Resolution of Intention; and

WHEREAS, the Resolution to Incur Bonded Indebtedness fixed a time and place for a public protest hearing (the “Public Hearing”) to be held by the Commission to consider incurring the proposed debt and to consider any other matters set forth in the Resolution to Incur Bonded Indebtedness; and

WHEREAS, the Resolution to Incur Bonded Indebtedness directed the Authority’s Bond Counsel to prepare, mail and publish a Notice of Public Hearing in accordance with the requirements of the Act; and

WHEREAS, Bond Counsel has filed a certificate with the Authority Secretary that the Notice of Public Hearing was properly prepared, mailed and published in accordance with the requirements of the Act (the “Certificate of Mailing and Publication of Notice of Public Hearing”); and

WHEREAS, the Public Hearing was held by the Commission on Thursday, the 18th day of June, 2015, at the hour of 10:00 o’clock A.M., at the offices of the California State Association of Counties, at 1100 K Street, Sacramento, California 95814. At the Public Hearing the Commission considered the amount and the term of the bonds proposed to be authorized by the Community Facilities District and the Improvement Area therein, and all other matters set forth in the Resolution to Incur Bonded Indebtedness; and at the Public Hearing all persons interested, including all taxpayers, property owners and registered voters within the Community Facilities District and the Improvement Area therein, were given an opportunity to appear and to be heard on, and they were permitted to present any matters relating to, the necessity for incurring the bonded indebtedness to finance the costs of the acquisition and construction of the Improvements described in the Resolution of Intention; and the testimony of all interested persons and all taxpayers, property owners and registered voters for or against the authorization to issue bonds of the Community Facilities District or any other matters set forth in the Resolution to Incur Bonded Indebtedness, was heard and considered; and

WHEREAS, all registered voters residing within the boundaries of the proposed Community Facilities District and the Improvement Area therein, if any, and all owners of land within the boundaries of the proposed Community Facilities District and the Improvement Area therein that would not be exempt from the proposed levy of Special Tax, were allowed to submit written protests against incurring the proposed bonded indebtedness and any aspect of the proposals contained in the Resolution to Incur Bonded Indebtedness, and permitted to withdraw their protests prior to the close of the Public Hearing; and

WHEREAS, the Commission has adopted on this date its Resolution No. 15R-37 establishing the Community Facilities District and the Improvement Area therein (the “Resolution of Formation”) which sets forth the Special Tax to be authorized within the Improvement Area of the Community Facilities District and the Improvements that may be financed with the proceeds of the Special Tax collections; and

WHEREAS, the Commission is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The above recitals are true and correct, and the Commission so finds and determines.

Section 2. The Commission accepts the Certificate of Mailing and Publication of Notice of Public Hearing and finds, based thereon, that proper notice of the Public Hearing have been given in accordance with the Act, and that the Public Hearing was conducted with proper and legal notices in all respects.

Section 3. The Commission finds and determines that at the close of the Public Hearing, written protests, if any, against incurring the proposed bonded indebtedness and any aspect of the proposals contained in the Resolution to Incur Bonded Indebtedness, were submitted by less than 50 percent of the registered voters, or by less than six of the registered voters, if any, residing within the Improvement Area of the Community Facilities District. Similarly, the Commission finds that at the close of the Public Hearing, such written protests, if any, were submitted by the owners of less than one-half of the area of land in the territory proposed to be included in the Improvement Area of the Community Facilities District and not exempt from the Special Tax. Thus, the Commission finds that it is not precluded, by the Act, from proceeding further in this matter. The Commission hereby further orders and determines that all protests against incurring the proposed bonded indebtedness and any aspect of the proposals contained in the Resolution to Incur Bonded Indebtedness that may have been submitted, have been considered and are hereby overruled.

Section 4. The Commission hereby declares that the public convenience and necessity require that a bonded indebtedness be incurred to finance the acquisition and construction of the Improvements described in the Resolution of Formation. The authorization to finance the acquisition and construction of the Improvements includes incidental expenses for the Improvements comprising the costs of planning and designing the Improvements, together with the costs of environmental evaluations thereof, and all costs associated with the creation of the Improvement Area of the Community Facilities District, the issuance of debt (as that term is defined in the Act, "Debt"), the determination of the amount of any Special Taxes or the collection or payment of any Special Taxes and costs otherwise incurred in order to carry out the authorized purposes of the Improvement Area of the Community Facilities District, together with any other expenses incidental to the acquisition and construction of the Improvements. Such costs and expenses are further described in Exhibit C to the Resolution of Intention.

Section 5. The whole of the territory within the Improvement Area of the Community Facilities District will be benefited by the Debt and will be subject to the Special Tax to pay for the Debt.

Section 6. The amount of the proposed Debt to be incurred to finance the acquisition and construction of the Improvements shall not exceed fifteen million dollars (\$15,000,000), which amount may include all costs and estimated costs incidental to, or connected with, the accomplishment of the purpose for which the Debt is proposed to be incurred, including, but not limited to, the estimated costs of acquisition of land, rights-of-way, capacity or connection fees, satisfaction of contractual obligations relating to expenses or the advancement of funds for expenses existing at the time the Debt is issued pursuant to the Act, architectural, engineering, inspection, legal, fiscal, and financial consultant fees, bond and other reserve funds, discount fees, interest on any Debt of the Improvement Area of the Community Facilities District estimated to be due and payable within two (2) years of issuance, election costs, and all costs of issuance of the Debt, including, but not limited to, underwriter's discount fees for bond counsel, costs of obtaining credit ratings, bond insurance premiums, fees for letters of credit, and other credit enhancement costs, and printing costs. Special Tax revenues from one Improvement Area may secure and repay Debt authorized by another Improvement Area of the Community Facilities District if the bond documents so provide.

Section 7. The maximum term of any Debt shall not exceed thirty (30) years from the date of its issuance.

Section 8. The maximum annual rate or rates of interest to be paid on any Debt shall not exceed twelve percent (12%) per annum, payable at least annually the first year and semiannually thereafter.

Section 9. Pursuant to Section 53353.5 of the Act, the authority to levy the Special Tax to retire the Lien and to finance the Improvements, the question of setting the appropriations limit for the Improvement Area of the Community Facilities District, and the question whether the Improvement Area of the Community Facilities District will be authorized to incur Debt shall be combined into a single ballot question, and submitted to the qualified electors of the Improvement Area of the Community Facilities District at a special mailed-ballot election with ballots to be delivered to the Authority Secretary no later than 10:00 a.m. on June 18, 2015. If prior to that time the Authority Secretary shall have received all of the eligible ballots to be cast, pursuant to Section 53351(j) of the Act, the Authority Secretary will at that time declare the election closed.

Section 10. The election shall be conducted in accordance with the Commission's Resolution No. 15R-31 Calling Special Mailed-Ballot Election, to be adopted this date, to which reference is made for further particulars.

Section 11. If the ballot proposition receives the approval of two-thirds (2/3) or more of the votes cast on the proposition, the Debt may be issued and sold for the purpose for which it was authorized, and the Debt (except where funds are otherwise available) shall be paid exclusively from the annual levy of the Special Tax and is not and shall not be secured by any other taxing power or funds of the Authority of the City.

Section 12. It is the intention of the Commission that any Debt issued shall be callable (may be redeemed prior to their maturity dates) in accordance with the terms of the Act.

Section 13. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of June, 2015.

I, the undersigned, a duly appointed and qualified Authorized Signatory of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on June 18, 2015.

By: _____
Authorized Signatory
California Statewide Communities
Development Authority

RESOLUTION NO. 15R-36

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

A RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS TO FINANCE CERTAIN DEVELOPMENT IMPACT FEES, AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES TO MITIGATE THE IMPACTS OF DEVELOPMENT WITHIN CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-01, IMPROVEMENT AREA M (UNIVERSITY DISTRICT), CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) duly adopted its Resolution No. 15R-14 (the “Resolution of Intention”) on May 7, 2015 wherein it declared its intention to establish a community facilities district within the jurisdictional boundaries of the City of Rohnert Park (the “City”) under and pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311) of the Government Code of the State of California (the “Act”), to be known and designated as “California Statewide Communities Development Authority Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma, State of California” (the “Community Facilities District”) and Improvement Area M (the “Improvement Area”) therein, and to levy a special tax (the “Special Tax”) therein to finance, among other things, the retirement of the lien established by the City’s Assessment District 2005-01 (the “Lien”), the acquisition and construction of certain public facilities and certain development impact fees (the “Improvements,” as that term is defined in the Resolution of Intention) that will assist in mitigating the impact on the need for public facilities occasioned by new development that has occurred or is expected to occur within the boundaries of the Improvement Area; and

WHEREAS, the Commission also adopted Resolution No. 15R-15 (the “Resolution to Incur Bonded Indebtedness”) on May 7, 2015, declaring its intention to incur a bonded indebtedness in the principal amount of not to exceed fifteen million dollars (\$15,000,000) for Improvement Area No. 1, and forty-five million dollars (\$45,000,000) for Improvement Area M, to finance the acquisition and construction of the Improvements described in the Resolution of Intention; and

WHEREAS, the Resolution to Incur Bonded Indebtedness fixed a time and place for a public protest hearing (the “Public Hearing”) to be held by the Commission to consider incurring the proposed debt and to consider any other matters set forth in the Resolution to Incur Bonded Indebtedness; and

WHEREAS, the Resolution to Incur Bonded Indebtedness directed the Authority’s Bond Counsel to prepare, mail and publish a Notice of Public Hearing in accordance with the requirements of the Act; and

WHEREAS, Bond Counsel has filed a certificate with the Authority Secretary that the Notice of Public Hearing was properly prepared, mailed and published in accordance with the requirements of the Act (the “Certificate of Mailing and Publication of Notice of Public Hearing”); and

WHEREAS, the Public Hearing was held by the Commission on Thursday, the 18th day of June, 2015, at the hour of 10:00 o’clock A.M., at the offices of the California State Association of Counties, at 1100 K Street, Sacramento, California 95814. At the Public Hearing the Commission considered the amount and the term of the bonds proposed to be authorized by the Community Facilities District and the Improvement Area therein, and all other matters set forth in the Resolution to Incur Bonded Indebtedness; and at the Public Hearing all persons interested, including all taxpayers, property owners and registered voters within the Community Facilities District and the Improvement Area therein, were given an opportunity to appear and to be heard on, and they were permitted to present any matters relating to, the necessity for incurring the bonded indebtedness to finance the costs of the acquisition and construction of the Improvements described in the Resolution of Intention; and the testimony of all interested persons and all taxpayers, property owners and registered voters for or against the authorization to issue bonds of the Community Facilities District or any other matters set forth in the Resolution to Incur Bonded Indebtedness, was heard and considered; and

WHEREAS, all registered voters residing within the boundaries of the proposed Community Facilities District and the Improvement Area therein, if any, and all owners of land within the boundaries of the proposed Community Facilities District and the Improvement Area therein that would not be exempt from the proposed levy of Special Tax, were allowed to submit written protests against incurring the proposed bonded indebtedness and any aspect of the proposals contained in the Resolution to Incur Bonded Indebtedness, and permitted to withdraw their protests prior to the close of the Public Hearing; and

WHEREAS, the Commission has adopted on this date its Resolution No. 15R-37 establishing the Community Facilities District and the Improvement Area therein (the “Resolution of Formation”) which sets forth the Special Tax to be authorized within the Improvement Area of the Community Facilities District and the Improvements that may be financed with the proceeds of the Special Tax collections; and

WHEREAS, the Commission is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The above recitals are true and correct, and the Commission so finds and determines.

Section 2. The Commission accepts the Certificate of Mailing and Publication of Notice of Public Hearing and finds, based thereon, that proper notice of the Public Hearing have been given in accordance with the Act, and that the Public Hearing was conducted with proper and legal notices in all respects.

Section 3. The Commission finds and determines that at the close of the Public Hearing, written protests, if any, against incurring the proposed bonded indebtedness and any aspect of the proposals contained in the Resolution to Incur Bonded Indebtedness, were submitted by less than 50 percent of the registered voters, or by less than six of the registered voters, if any, residing within the Improvement Area of the Community Facilities District. Similarly, the Commission finds that at the close of the Public Hearing, such written protests, if any, were submitted by the owners of less than one-half of the area of land in the territory proposed to be included in the Improvement Area of the Community Facilities District and not exempt from the Special Tax. Thus, the Commission finds that it is not precluded, by the Act, from proceeding further in this matter. The Commission hereby further orders and determines that all protests against incurring the proposed bonded indebtedness and any aspect of the proposals contained in the Resolution to Incur Bonded Indebtedness that may have been submitted, have been considered and are hereby overruled.

Section 4. The Commission hereby declares that the public convenience and necessity require that a bonded indebtedness be incurred to finance the acquisition and construction of the Improvements described in the Resolution of Formation. The authorization to finance the acquisition and construction of the Improvements includes incidental expenses for the Improvements comprising the costs of planning and designing the Improvements, together with the costs of environmental evaluations thereof, and all costs associated with the creation of the Improvement Area of the Community Facilities District, the issuance of debt (as that term is defined in the Act, "Debt"), the determination of the amount of any Special Taxes or the collection or payment of any Special Taxes and costs otherwise incurred in order to carry out the authorized purposes of the Improvement Area of the Community Facilities District, together with any other expenses incidental to the acquisition and construction of the Improvements. Such costs and expenses are further described in Exhibit C to the Resolution of Intention.

Section 5. The whole of the territory within the Improvement Area of the Community Facilities District will be benefited by the Debt and will be subject to the Special Tax to pay for the Debt.

Section 6. The amount of the proposed Debt to be incurred to finance the acquisition and construction of the Improvements shall not exceed forty-five million dollars (\$45,000,000), which amount may include all costs and estimated costs incidental to, or connected with, the accomplishment of the purpose for which the Debt is proposed to be incurred, including, but not limited to, the estimated costs of acquisition of land, rights-of-way, capacity or connection fees, satisfaction of contractual obligations relating to expenses or the advancement of funds for expenses existing at the time the Debt is issued pursuant to the Act, architectural, engineering, inspection, legal, fiscal, and financial consultant fees, bond and other reserve funds, discount fees, interest on any Debt of the Improvement Area of the Community Facilities District estimated to be due and payable within two (2) years of issuance, election costs, and all costs of issuance of the Debt, including, but not limited to, underwriter's discount fees for bond counsel, costs of obtaining credit ratings, bond insurance premiums, fees for letters of credit, and other credit enhancement costs, and printing costs. Special Tax revenues from one Improvement Area may secure and repay Debt authorized by another Improvement Area of the Community Facilities District if the bond documents so provide.

Section 7. The maximum term of any Debt shall not exceed thirty (30) years from the date of its issuance.

Section 8. The maximum annual rate or rates of interest to be paid on any Debt shall not exceed twelve percent (12%) per annum, payable at least annually the first year and semiannually thereafter.

Section 9. Pursuant to Section 53353.5 of the Act, the authority to levy the Special Tax to retire the Lien and to finance the Improvements, the question of setting the appropriations limit for the Improvement Area of the Community Facilities District, and the question whether the Improvement Area of the Community Facilities District will be authorized to incur Debt shall be combined into a single ballot question, and submitted to the qualified electors of the Improvement Area of the Community Facilities District at a special mailed-ballot election with ballots to be delivered to the Authority Secretary no later than 10:00 a.m. on June 18, 2015. If prior to that time the Authority Secretary shall have received all of the eligible ballots to be cast, pursuant to Section 53351(j) of the Act, the Authority Secretary will at that time declare the election closed.

Section 10. The election shall be conducted in accordance with the Commission's Resolution No. 15R-32 Calling Special Mailed-Ballot Election, to be adopted this date, to which reference is made for further particulars.

Section 11. If the ballot proposition receives the approval of two-thirds (2/3) or more of the votes cast on the proposition, the Debt may be issued and sold for the purpose for which it was authorized, and the Debt (except where funds are otherwise available) shall be paid exclusively from the annual levy of the Special Tax and is not and shall not be secured by any other taxing power or funds of the Authority of the City.

Section 12. It is the intention of the Commission that any Debt issued shall be callable (may be redeemed prior to their maturity dates) in accordance with the terms of the Act.

Section 13. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of June, 2015.

I, the undersigned, a duly appointed and qualified Authorized Signatory of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on June 18, 2015.

By: _____
Authorized Signatory
California Statewide Communities
Development Authority

RESOLUTION NO. 15R-31

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

RESOLUTION CALLING SPECIAL MAILED-BALLOT ELECTION WITHIN CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-01, IMPROVEMENT AREA NO. 1 (UNIVERSITY DISTRICT), CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”), on May 7, 2015, adopted its Resolution No. 15R-14 (the “Resolution of Intention”) and its Resolution No. 15R-15 (the “Resolution to Incur Bonded Indebtedness”) thereby initiating proceedings to establish a community facilities district within the jurisdictional boundaries of the City of Rohnert Park, in Sonoma County, California, under and pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311) of the Government Code of the State of California (the “Act”), to be known and designated as “California Statewide Communities Development Authority Community Facilities District No. 2015-01 (University District), County of Sonoma, State of California” (the “Community Facilities District”), and Improvement Area No. 1 therein (the “Improvement Area”); and

WHEREAS, both the Resolution of Intention and the Resolution to Incur Bonded Indebtedness set public protest hearings to be held concurrently on June 18, 2015 (the “Public Hearing”); and

WHEREAS, on June 18, 2015, at the time and place specified in the Notice of Public Hearing, the Public Hearing was held by the Commission, and at the close of the Public Hearing, the Commission determined that there was no majority protest under Section 53324 of the Act; and

WHEREAS, at the conclusion of the Public Hearing, the Commission adopted its Resolution No. 15R-37 establishing the Community Facilities District and Improvement Area (the “Resolution of Formation”) pursuant to Section 53325.1 of the Act, and its Resolution No. 15R-35 Deeming it Necessary to Incur Bonded Indebtedness (the “Resolution Deeming it Necessary to Incur Bonded Indebtedness”) pursuant to Section 53351 of the Act; and

WHEREAS, in order to proceed with the levy of the special tax and establishment of an appropriations limitation for the Improvement Area, as provided by the Resolution of Formation, and with the incurring of indebtedness as provided by the Resolution Deeming it Necessary to Incur Bonded Indebtedness, the three matters must be submitted to an election of the qualified electors of the Improvement Area of the Community Facilities District; and

WHEREAS, the three ballot questions just described may be combined into a single ballot measure pursuant to Section 53353.5 of the Act, as provided in the form of special election ballot attached hereto as Exhibit A and by this reference incorporated herein; and

WHEREAS, a Certificate Re Registered Voters and Landowners (the “Certificate Re Landowners”) has been filed with the Authority Secretary (the “Secretary”) and submitted to the Commission, certifying that as of June 18, 2015, there were no registered voters within the territory of the Improvement Area of the Community Facilities District; and

WHEREAS, a Certificate of Secretary Re Receipt of Property Owner Waiver and Consent Forms (the “Certificate Re Waivers”), has been submitted by the Secretary, stating that each Landowner, or an authorized representative of each Landowner, has filed with the Secretary a properly executed Waiver and Consent (as defined below) in the form attached hereto as Exhibit B, and by this reference incorporated herein; and

WHEREAS, the Commission is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The above recitals are true and correct, and the Commission so finds and determines.

Section 2. The Commission accepts the Certificate Re Landowners heretofore filed in these proceedings and finds, in accordance therewith, that during the ninety days just past there have been days when there were no registered voters residing within the boundaries of the Improvement Area. Accordingly, under Section 53326(b) of the Act, the qualified electors of the Improvement Area of the Community Facilities District for the proposed special election shall be the owners of land within the Improvement Area of the Community Facilities District.

Section 3. The Commission further finds and determines that the owners of land within the Improvement Area (the “Landowners”) are the landowners set forth in the attachment to the Certificate Re Landowners and that the attachment correctly sets forth the amount of property owned by each Landowner and the number of votes to which each Landowner is entitled pursuant to Section 53326(b) of the Act, being the number of acres owned rounded up to the next whole acre.

Section 4. The Commission hereby approves the form of “Waiver and Consent Shortening Time Periods and Waiving Various Requirements for Conducting a Mailed-Ballot Election” (the “Waiver and Consent”) by which the time limits and related requirements respecting preparation and distribution of election materials are waived, a copy of which is attached hereto as Exhibit B. The Commission hereby finds that the rights, procedures and time periods therein waived are solely for the protection of the qualified electors and may be waived by the qualified electors under Sections 53326(a) and 53327(b) of the Act and under other provisions of law dealing with waiver generally, and that the Waiver and Consent constitutes a full and knowing waiver, by any qualified elector who has executed the form, of those rights, procedures and time periods.

Section 5. The Commission further finds and determines, based on a Certificate Re Waivers, provided this date by the Secretary, that each Landowner, or an authorized representative of each Landowner, has filed with the Secretary a properly executed Waiver and

Consent. The Commission therefore is establishing the procedures and time periods for this special mailed-ballot election without regard to statutory schedules.

Section 6. Pursuant to Sections 53326 and 53351 of the Act, the Commission hereby calls an election, to be held and conducted forthwith upon adoption of this Resolution, and sets June 18, 2015, as the election date. Pursuant to Section 53326 of the Act, the election shall be conducted by mailed ballot; provided that personal service of the respective ballots to authorized representatives of each Landowner is permitted under the terms of the Waiver and Consent forms on file with the Secretary and shall therefore be permitted. Bond Counsel is directed to either mail or make personal service of the ballots, in the form of the attached Exhibit A, to each Landowner or, if one has been appointed pursuant to a Waiver and Consent, to the Landowner's authorized representative.

Section 7. The proposition to be submitted to the qualified electors of the Improvement Area shall be as set forth in the form of special election ballot attached hereto as Exhibit A.

Section 8. The Secretary is hereby designated as the official to conduct the special mailed-ballot election pursuant to the Act and California Elections Code Sections 307 and 320 and the following provisions:

(a) The special election shall be held and conducted, and the votes canvassed and the returns made, and the results determined, as provided herein; and in all particulars not prescribed by this Resolution the special election shall be held and conducted and the votes received and canvassed in the manner provided by law for the holding of special elections consistent with the Act.

(b) All Landowners within the Improvement Area as of the close of the Public Hearing shall be qualified to vote upon the proposition to be submitted at the special election.

(c) The special election shall be conducted as a mailed-ballot election, in accordance with the provisions of the Act and the proceedings of the Commission, and there shall be no polling places for the special election. All ballots shall be delivered or mailed by Bond Counsel to the Landowners, and all voted ballots are required to be received by the Secretary not later than 10:00 o'clock A.M. on the day of the election in order to be counted. However, if at any time the Secretary determines that all votes have been cast, the Secretary shall immediately declare the election closed.

(d) Each voter desiring to vote in favor of the proposition to be submitted at the special election shall mark a cross (x) or similar mark in the blank space opposite the word "YES" on the ballot to the right of the proposition; and each voter desiring to vote against the proposition shall mark a cross (x) or similar mark in the blank space opposite the word "NO" on the ballot to the right of the proposition. The cross (x) or similar mark may be marked with either pen or pencil.

(e) The Secretary shall commence the canvass of the returns of the special election, and report the returns to the Commission no later than the Commission meeting of June 18, 2015.

(f) The Commission may thereupon declare the results of the special election, and shall cause to be spread upon its minutes a statement of the results of the special election as ascertained by the canvass.

Section 9. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of June, 2015.

I, the undersigned, a duly appointed and qualified Authorized Signatory of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on June 18, 2015.

By: _____

Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A

FORM OF SPECIAL ELECTION BALLOT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01,
IMPROVEMENT AREA _____ (UNIVERSITY DISTRICT)
CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA

SPECIAL ELECTION BALLOT

(Mailed-Ballot Election)

This ballot is for the use of the authorized representative of the following owner of land within the California Statewide Communities Development Authority Community Facilities District No. 2015-01, Improvement Area _____ (University District), City of Rohnert Park, County of Sonoma, State of California (the “Community Facilities District”):

<u>Name of Landowner</u>	<u>Number of Acres Owned</u>	<u>Total Votes</u>
--------------------------	------------------------------	--------------------

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “CSCDA”), the above-named Landowner is entitled to cast the number of votes shown above under the heading “Total Votes,” representing the total votes for the property owned by the Landowner.

In order to be counted, this ballot must be executed and certified below and be returned, by mail or in person, to the CSCDA Secretary, c/o Erin Pham, Esq., Orrick, Herrington & Sutcliffe LLP, 405 Howard Street, San Francisco, CA 94105, prior to 9:00 a.m. on Thursday, June 18, 2015.

Mailing by that time will not be sufficient. This ballot must be received by the time stated in order to be counted.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT.

BALLOT MEASURE

Shall the Commission (the "Commission") of the California Statewide Communities Development Authority, by and through its Community Facilities District No. 2015-01, Improvement Area _____ (University District), City of Rohnert Park, County of Sonoma, State of California (the "District"), be authorized to annually levy a special tax within Improvement Area _____ of the District to finance the retirement of the lien established by the City's Assessment District 2005-01, to finance the acquisition and construction of certain public facilities, and to finance certain development impact fees (collectively, the "Improvements"), and be authorized to incur debt in the principal amount of not to exceed _____ dollars (\$_____) to pay for the Improvements, including the payment, using the proceeds of the special tax collections, of principal of and interest on the debt and including the repayment of funds advanced for the authorized purposes of Improvement Area _____ of the Community Facilities District all as described in the Commission's Resolution of Formation and in the Commission's Resolution Deeming it Necessary to Incur Bonded Indebtedness, both adopted June 18, 2015; and shall the fiscal year 2015-16 appropriations limit for Improvement Area _____ of the District be established in the amount of _____ dollars (\$_____)?

MARK "YES" OR "NO"
WITH AN "X":

YES

NO

Certification for Special Election Ballot

The undersigned declare under penalty of perjury under the laws of the State of California that such persons are the authorized representatives of the above-named Landowner and are legally authorized and entitled to cast this ballot on behalf of the above-named Landowner and to bind the Landowner thereby, and that this ballot is signed by the undersigned as of the date set forth below.

Date: _____

[Landowner, a type of legal entity]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[SIGNATURES TO BE NOTARIZED]

EXHIBIT B
FORM OF WAIVER AND CONSENT

WAIVER AND CONSENT
SHORTENING TIME PERIODS AND WAIVING VARIOUS
REQUIREMENTS FOR CONDUCTING A MAILED-BALLOT ELECTION

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01,
IMPROVEMENT AREA _____ (UNIVERSITY DISTRICT)
CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA

LANDOWNER (the “Owner”) is the owner of the real property listed below by Assessor’s Parcel Number (“APN”), which is within the California Statewide Communities Development Authority Community Facilities District No. 2015-01, Improvement Area _____ (University District), City of Rohnert Park, County of Sonoma, State of California (“Improvement Area”). The APN’s are:

The Owner understands that a special mailed-ballot, landowner election will be held to determine whether the authority to levy an annual special tax on property within Improvement Area _____, including the above-numbered parcel(s), to finance the retirement of the lien established by the City of Rohnert Park’s Assessment District 2005-01, to finance the acquisition and construction of certain public facilities and certain development impact fees, and to incur indebtedness to be secured and repaid by the special tax, and to establish an appropriations limit for Improvement Area _____, all as set forth in two resolutions related to Improvement Area _____ to be considered by the Commission of the California Statewide Communities Development Authority on June 18, 2015 (the Resolution of Formation and the Resolution Deeming it Necessary to Incur Bonded Indebtedness), will be conferred upon that Commission.

The Owner requests that the election be conducted at the earliest possible date.

The Owner is the entity legally entitled and authorized to cast the ballot attributable to the above-referenced parcel(s) in the landowner, mailed-ballot election.

The Owner hereby waives any and all minimum time periods relative to the election pursuant to Government Code Section 53326(a).

The Owner hereby waives the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of Government Code Section 53327(b).

The Owner hereby waives the requirement to publish notice of the election under Government Code Section 53352.

The Owner hereby waives the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101, and agrees that either mailed service or personal service of the ballot will be sufficient.

The Owner hereby waives the requirements regarding identification envelopes for the return of mailed ballots contained in Government Code Section 53327.5.

The Owner hereby waives any and all defects in notice or procedure in the conduct of the election, whether known or unknown (except the right to vote and to *have* the ballots fairly counted), and states that the election is being expedited, pursuant to this Waiver and Consent, at the particular instance and request of the Owner.

The Owner hereby consents to the levy and collection of the special tax on the above-referenced parcel(s) in accordance with the rate and method of apportionment attached as an exhibit to the Resolution of Formation of Improvement Area _____ and hereby waives any and all rights to challenge the inclusion of the above-referenced parcel(s) in Improvement Area _____ and any and all other proceedings related thereto.

Finally, the Owner will execute the ballot and cast the votes assigned to the above-listed property.

The undersigned declare under penalty of perjury under the laws of the State of California that such persons are properly authorized to execute this Waiver and Consent and to bind the Owner thereby, and that the statements contained herein are true and correct and that this Waiver and Consent is signed by the undersigned as of the date set forth below.

Date: _____

[Landowner, type of legal entity]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[SIGNATURES TO BE NOTARIZED]

RESOLUTION NO. 15R-32

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

RESOLUTION CALLING SPECIAL MAILED-BALLOT ELECTION WITHIN CALIFORNIA
STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES
DISTRICT NO. 2015-01, IMPROVEMENT AREA M (UNIVERSITY DISTRICT), CITY OF
ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”), on May 7, 2015, adopted its Resolution No. 15R-14 (the “Resolution of Intention”) and its Resolution No. 15R-15 (the “Resolution to Incur Bonded Indebtedness”) thereby initiating proceedings to establish a community facilities district within the jurisdictional boundaries of the City of Rohnert Park, in Sonoma County, California, under and pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311) of the Government Code of the State of California (the “Act”), to be known and designated as “California Statewide Communities Development Authority Community Facilities District No. 2015-01 (University District), County of Sonoma, State of California” (the “Community Facilities District”), and Improvement Area M therein (the “Improvement Area”); and

WHEREAS, both the Resolution of Intention and the Resolution to Incur Bonded Indebtedness set public protest hearings to be held concurrently on June 18, 2015 (the “Public Hearing”); and

WHEREAS, on June 18, 2015, at the time and place specified in the Notice of Public Hearing, the Public Hearing was held by the Commission, and at the close of the Public Hearing, the Commission determined that there was no majority protest under Section 53324 of the Act; and

WHEREAS, at the conclusion of the Public Hearing, the Commission adopted its Resolution No. 15R-37 establishing the Community Facilities District and Improvement Area (the “Resolution of Formation”) pursuant to Section 53325.1 of the Act, and its Resolution No. 15R-36 Deeming it Necessary to Incur Bonded Indebtedness (the “Resolution Deeming it Necessary to Incur Bonded Indebtedness”) pursuant to Section 53351 of the Act; and

WHEREAS, in order to proceed with the levy of the special tax and establishment of an appropriations limitation for the Improvement Area, as provided by the Resolution of Formation, and with the incurring of indebtedness as provided by the Resolution Deeming it Necessary to Incur Bonded Indebtedness, the three matters must be submitted to an election of the qualified electors of the Improvement Area of the Community Facilities District; and

WHEREAS, the three ballot questions just described may be combined into a single ballot measure pursuant to Section 53353.5 of the Act, as provided in the form of special election ballot attached hereto as Exhibit A and by this reference incorporated herein; and

WHEREAS, a Certificate Re Registered Voters and Landowners (the “Certificate Re Landowners”) has been filed with the Authority Secretary (the “Secretary”) and submitted to the Commission, certifying that as of June 18, 2015, there were no registered voters within the territory of the Improvement Area of the Community Facilities District; and

WHEREAS, a Certificate of Secretary Re Receipt of Property Owner Waiver and Consent Forms (the “Certificate Re Waivers”), has been submitted by the Secretary, stating that each Landowner, or an authorized representative of each Landowner, has filed with the Secretary a properly executed Waiver and Consent (as defined below) in the form attached hereto as Exhibit B, and by this reference incorporated herein; and

WHEREAS, the Commission is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The above recitals are true and correct, and the Commission so finds and determines.

Section 2. The Commission accepts the Certificate Re Landowners heretofore filed in these proceedings and finds, in accordance therewith, that during the ninety days just past there have been days when there were no registered voters residing within the boundaries of the Improvement Area. Accordingly, under Section 53326(b) of the Act, the qualified electors of the Improvement Area of the Community Facilities District for the proposed special election shall be the owners of land within the Improvement Area of the Community Facilities District.

Section 3. The Commission further finds and determines that the owners of land within the Improvement Area (the “Landowners”) are the landowners set forth in the attachment to the Certificate Re Landowners and that the attachment correctly sets forth the amount of property owned by each Landowner and the number of votes to which each Landowner is entitled pursuant to Section 53326(b) of the Act, being the number of acres owned rounded up to the next whole acre.

Section 4. The Commission hereby approves the form of “Waiver and Consent Shortening Time Periods and Waiving Various Requirements for Conducting a Mailed-Ballot Election” (the “Waiver and Consent”) by which the time limits and related requirements respecting preparation and distribution of election materials are waived, a copy of which is attached hereto as Exhibit B. The Commission hereby finds that the rights, procedures and time periods therein waived are solely for the protection of the qualified electors and may be waived by the qualified electors under Sections 53326(a) and 53327(b) of the Act and under other provisions of law dealing with waiver generally, and that the Waiver and Consent constitutes a full and knowing waiver, by any qualified elector who has executed the form, of those rights, procedures and time periods.

Section 5. The Commission further finds and determines, based on a Certificate Re Waivers, provided this date by the Secretary, that each Landowner, or an authorized representative of each Landowner, has filed with the Secretary a properly executed Waiver and

Consent. The Commission therefore is establishing the procedures and time periods for this special mailed-ballot election without regard to statutory schedules.

Section 6. Pursuant to Sections 53326 and 53351 of the Act, the Commission hereby calls an election, to be held and conducted forthwith upon adoption of this Resolution, and sets June 18, 2015, as the election date. Pursuant to Section 53326 of the Act, the election shall be conducted by mailed ballot; provided that personal service of the respective ballots to authorized representatives of each Landowner is permitted under the terms of the Waiver and Consent forms on file with the Secretary and shall therefore be permitted. Bond Counsel is directed to either mail or make personal service of the ballots, in the form of the attached Exhibit A, to each Landowner or, if one has been appointed pursuant to a Waiver and Consent, to the Landowner's authorized representative.

Section 7. The proposition to be submitted to the qualified electors of the Improvement Area shall be as set forth in the form of special election ballot attached hereto as Exhibit A.

Section 8. The Secretary is hereby designated as the official to conduct the special mailed-ballot election pursuant to the Act and California Elections Code Sections 307 and 320 and the following provisions:

(a) The special election shall be held and conducted, and the votes canvassed and the returns made, and the results determined, as provided herein; and in all particulars not prescribed by this Resolution the special election shall be held and conducted and the votes received and canvassed in the manner provided by law for the holding of special elections consistent with the Act.

(b) All Landowners within the Improvement Area as of the close of the Public Hearing shall be qualified to vote upon the proposition to be submitted at the special election.

(c) The special election shall be conducted as a mailed-ballot election, in accordance with the provisions of the Act and the proceedings of the Commission, and there shall be no polling places for the special election. All ballots shall be delivered or mailed by Bond Counsel to the Landowners, and all voted ballots are required to be received by the Secretary not later than 10:00 o'clock A.M. on the day of the election in order to be counted. However, if at any time the Secretary determines that all votes have been cast, the Secretary shall immediately declare the election closed.

(d) Each voter desiring to vote in favor of the proposition to be submitted at the special election shall mark a cross (x) or similar mark in the blank space opposite the word "YES" on the ballot to the right of the proposition; and each voter desiring to vote against the proposition shall mark a cross (x) or similar mark in the blank space opposite the word "NO" on the ballot to the right of the proposition. The cross (x) or similar mark may be marked with either pen or pencil.

(e) The Secretary shall commence the canvass of the returns of the special election, and report the returns to the Commission no later than the Commission meeting of June 18, 2015.

(f) The Commission may thereupon declare the results of the special election, and shall cause to be spread upon its minutes a statement of the results of the special election as ascertained by the canvass.

Section 9. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of June, 2015.

I, the undersigned, a duly appointed and qualified Authorized Signatory of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on June 18, 2015.

By: _____

Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A

FORM OF SPECIAL ELECTION BALLOT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01,
IMPROVEMENT AREA _____ (UNIVERSITY DISTRICT)
CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA

SPECIAL ELECTION BALLOT

(Mailed-Ballot Election)

This ballot is for the use of the authorized representative of the following owner of land within the California Statewide Communities Development Authority Community Facilities District No. 2015-01, Improvement Area _____ (University District), City of Rohnert Park, County of Sonoma, State of California (the “Community Facilities District”):

<u>Name of Landowner</u>	<u>Number of Acres Owned</u>	<u>Total Votes</u>
--------------------------	------------------------------	--------------------

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “CSCDA”), the above-named Landowner is entitled to cast the number of votes shown above under the heading “Total Votes,” representing the total votes for the property owned by the Landowner.

In order to be counted, this ballot must be executed and certified below and be returned, by mail or in person, to the CSCDA Secretary, c/o Erin Pham, Esq., Orrick, Herrington & Sutcliffe LLP, 405 Howard Street, San Francisco, CA 94105, prior to 9:00 a.m. on Thursday, June 18, 2015.

Mailing by that time will not be sufficient. This ballot must be received by the time stated in order to be counted.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT.

BALLOT MEASURE

Shall the Commission (the "Commission") of the California Statewide Communities Development Authority, by and through its Community Facilities District No. 2015-01, Improvement Area _____ (University District), City of Rohnert Park, County of Sonoma, State of California (the "District"), be authorized to annually levy a special tax within Improvement Area _____ of the District to finance the retirement of the lien established by the City's Assessment District 2005-01, to finance the acquisition and construction of certain public facilities, and to finance certain development impact fees (collectively, the "Improvements"), and be authorized to incur debt in the principal amount of not to exceed _____ dollars (\$_____) to pay for the Improvements, including the payment, using the proceeds of the special tax collections, of principal of and interest on the debt and including the repayment of funds advanced for the authorized purposes of Improvement Area _____ of the Community Facilities District all as described in the Commission's Resolution of Formation and in the Commission's Resolution Deeming it Necessary to Incur Bonded Indebtedness, both adopted June 18, 2015; and shall the fiscal year 2015-16 appropriations limit for Improvement Area _____ of the District be established in the amount of _____ dollars (\$_____)?

MARK "YES" OR "NO"
WITH AN "X":

YES

NO

Certification for Special Election Ballot

The undersigned declare under penalty of perjury under the laws of the State of California that such persons are the authorized representatives of the above-named Landowner and are legally authorized and entitled to cast this ballot on behalf of the above-named Landowner and to bind the Landowner thereby, and that this ballot is signed by the undersigned as of the date set forth below.

Date: _____

[Landowner, a type of legal entity]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[SIGNATURES TO BE NOTARIZED]

EXHIBIT B
FORM OF WAIVER AND CONSENT

WAIVER AND CONSENT
SHORTENING TIME PERIODS AND WAIVING VARIOUS
REQUIREMENTS FOR CONDUCTING A MAILED-BALLOT ELECTION

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01,
IMPROVEMENT AREA _____ (UNIVERSITY DISTRICT)
CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA

LANDOWNER (the “Owner”) is the owner of the real property listed below by Assessor’s Parcel Number (“APN”), which is within the California Statewide Communities Development Authority Community Facilities District No. 2015-01, Improvement Area _____ (University District), City of Rohnert Park, County of Sonoma, State of California (“Improvement Area”). The APN’s are:

The Owner understands that a special mailed-ballot, landowner election will be held to determine whether the authority to levy an annual special tax on property within Improvement Area _____, including the above-numbered parcel(s), to finance the retirement of the lien established by the City of Rohnert Park’s Assessment District 2005-01, to finance the acquisition and construction of certain public facilities and certain development impact fees, and to incur indebtedness to be secured and repaid by the special tax, and to establish an appropriations limit for Improvement Area _____, all as set forth in two resolutions related to Improvement Area _____ to be considered by the Commission of the California Statewide Communities Development Authority on June 18, 2015 (the Resolution of Formation and the Resolution Deeming it Necessary to Incur Bonded Indebtedness), will be conferred upon that Commission.

The Owner requests that the election be conducted at the earliest possible date.

The Owner is the entity legally entitled and authorized to cast the ballot attributable to the above-referenced parcel(s) in the landowner, mailed-ballot election.

The Owner hereby waives any and all minimum time periods relative to the election pursuant to Government Code Section 53326(a).

The Owner hereby waives the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of Government Code Section 53327(b).

The Owner hereby waives the requirement to publish notice of the election under Government Code Section 53352.

The Owner hereby waives the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101, and agrees that either mailed service or personal service of the ballot will be sufficient.

The Owner hereby waives the requirements regarding identification envelopes for the return of mailed ballots contained in Government Code Section 53327.5.

The Owner hereby waives any and all defects in notice or procedure in the conduct of the election, whether known or unknown (except the right to vote and to *have* the ballots fairly counted), and states that the election is being expedited, pursuant to this Waiver and Consent, at the particular instance and request of the Owner.

The Owner hereby consents to the levy and collection of the special tax on the above-referenced parcel(s) in accordance with the rate and method of apportionment attached as an exhibit to the Resolution of Formation of Improvement Area _____ and hereby waives any and all rights to challenge the inclusion of the above-referenced parcel(s) in Improvement Area _____ and any and all other proceedings related thereto.

Finally, the Owner will execute the ballot and cast the votes assigned to the above-listed property.

The undersigned declare under penalty of perjury under the laws of the State of California that such persons are properly authorized to execute this Waiver and Consent and to bind the Owner thereby, and that the statements contained herein are true and correct and that this Waiver and Consent is signed by the undersigned as of the date set forth below.

Date: _____

[Landowner, type of legal entity]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[SIGNATURES TO BE NOTARIZED]

RESOLUTION NO. 15R-33

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

RESOLUTION DECLARING RESULTS OF SPECIAL MAILED-BALLOT ELECTION
WITHIN CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01, IMPROVEMENT AREA NO. 1
(UNIVERSITY DISTRICT), CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE
OF CALIFORNIA

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) has conducted proceedings under and pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State of California (the “Act”), to form its California Statewide Communities Development Authority Community Facilities District No. 2015-01, Improvement Area No. 1 (University District), City of Rohnert Park, County of Sonoma, State of California (the “Community Facilities District”), to authorize a special tax to finance the retirement of the lien established by the City of Rohnert Park’s Assessment District 2005-01, to finance the acquisition construction of certain facilities and certain development impact fees (collectively, the “Improvements”), to authorize the issuance of debt to finance the Improvements, and to establish the appropriations limit for Improvement Area No. 1 (the “Improvement Area”) of the Community Facilities District, all as set forth in the Commission’s Resolution No. 15R-37 (Resolution of Formation) and Resolution No. 15R-35 (Resolution Deeming it Necessary to Incur Bonded Indebtedness), both adopted on June 18, 2015 (collectively, the “Formation Resolutions”); and

WHEREAS, in order to confer upon the Commission the authority contained in the Formation Resolutions, a two-thirds approving vote by the qualified electors within the Improvement Area of the Community Facilities District is required; and

WHEREAS, a special, mailed-ballot election has been conducted pursuant to the Commission’s Resolution No. 15R-31 (Resolution Calling Special Election), adopted June 18, 2015, to which reference is made for further particulars; and

WHEREAS, a Certificate of Bond Counsel re: Preparation and Distribution of Ballots has been filed with the Secretary of the Authority (the “Secretary”); and

WHEREAS, the Secretary has filed with the Commission a Certificate re: Receipt of Executed Ballots and Declaring Election Results (the “Certificate of Election Results”), dated June 18, 2015, and indicating that all ballots cast in the special, mailed-ballot election were cast in favor of the ballot proposition; and

WHEREAS, the Commission has received, reviewed and hereby accepts the Certificate of Election Results; and

WHEREAS, the Commission is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The above recitals are true and correct, and the Commission so finds and determines.

Section 2. The Commission hereby finds and determines and declares that the ballot measure submitted to the qualified electors of the Improvement Area of the Community Facilities District has been passed and approved by those qualified electors in accordance with Sections 53328(a) and 53355 of the Act.

Section 3. The Commission hereby authorizes and directs Bond Counsel to cause a Notice of Special Tax Lien to be prepared and to be recorded with the County Recorder of the County of Sonoma in accordance with the provisions of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Act. The Notice of Special Tax Lien shall be recorded in the County Recorder's office within fifteen days of today's date.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of June, 2015.

I, the undersigned, a duly appointed and qualified Authorized Signatory of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on June 18, 2015.

By: _____

Authorized Signatory
California Statewide Communities
Development Authority

RESOLUTION NO. 15R-34

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

RESOLUTION DECLARING RESULTS OF SPECIAL MAILED-BALLOT ELECTION
WITHIN CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01, IMPROVEMENT AREA M
(UNIVERSITY DISTRICT), CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE
OF CALIFORNIA

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) has conducted proceedings under and pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State of California (the “Act”), to form its California Statewide Communities Development Authority Community Facilities District No. 2015-01, Improvement Area M (University District), City of Rohnert Park, County of Sonoma, State of California (the “Community Facilities District”), to authorize a special tax to finance the retirement of the lien established by the City of Rohnert Park’s Assessment District 2005-01, to finance the acquisition construction of certain facilities and certain development impact fees (collectively, the “Improvements”), to authorize the issuance of debt to finance the Improvements, and to establish the appropriations limit for Improvement Area M (the “Improvement Area”) of the Community Facilities District, all as set forth in the Commission’s Resolution No. 15R-37 (Resolution of Formation) and Resolution No. 15R-36 (Resolution Deeming it Necessary to Incur Bonded Indebtedness), both adopted on June 18, 2015 (collectively, the “Formation Resolutions”); and

WHEREAS, in order to confer upon the Commission the authority contained in the Formation Resolutions, a two-thirds approving vote by the qualified electors within the Improvement Area of the Community Facilities District is required; and

WHEREAS, a special, mailed-ballot election has been conducted pursuant to the Commission’s Resolution No. 15R-32 (Resolution Calling Special Election), adopted June 18, 2015, to which reference is made for further particulars; and

WHEREAS, a Certificate of Bond Counsel re: Preparation and Distribution of Ballots has been filed with the Secretary of the Authority (the “Secretary”); and

WHEREAS, the Secretary has filed with the Commission a Certificate re: Receipt of Executed Ballots and Declaring Election Results (the “Certificate of Election Results”), dated June 18, 2015, and indicating that all ballots cast in the special, mailed-ballot election were cast in favor of the ballot proposition; and

WHEREAS, the Commission has received, reviewed and hereby accepts the Certificate of Election Results; and

WHEREAS, the Commission is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The above recitals are true and correct, and the Commission so finds and determines.

Section 2. The Commission hereby finds and determines and declares that the ballot measure submitted to the qualified electors of the Improvement Area of the Community Facilities District has been passed and approved by those qualified electors in accordance with Sections 53328(a) and 53355 of the Act.

Section 3. The Commission hereby authorizes and directs Bond Counsel to cause a Notice of Special Tax Lien to be prepared and to be recorded with the County Recorder of the County of Sonoma in accordance with the provisions of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Act. The Notice of Special Tax Lien shall be recorded in the County Recorder's office within fifteen days of today's date.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of June, 2015.

I, the undersigned, a duly appointed and qualified Authorized Signatory of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on June 18, 2015.

By: _____

Authorized Signatory
California Statewide Communities
Development Authority

ORDINANCE NO. 15ORD-2

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

**ORDINANCE LEVYING A SPECIAL TAX FOR FISCAL YEAR 2015-2016
AND FOLLOWING FISCAL YEARS SOLELY WITHIN AND RELATING TO
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT
AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-01,
IMPROVEMENT AREA NO. 1 (UNIVERSITY DISTRICT), CITY OF
ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA**

BE IT ENACTED BY THE COMMISSION OF THE CALIFORNIA
STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY:

SECTION 1. Pursuant to California Government Code Sections 53316 and 53340, and in accordance with the Rate and Method of Apportionment (the “RMA”), as set forth in Exhibit D-1 of Resolution No. 15R-37 (the “Resolution of Formation”) adopted June 18, 2015, with respect to the California Statewide Communities Development Authority Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma, State of California (the “Community Facilities District”) including Improvement Area No. 1 therein (the “Improvement Area”), a special tax is hereby levied on all taxable parcels within the Improvement Area for the 2015-2016 fiscal year and for all subsequent fiscal years in the amount determined by the Community Facilities District in accordance with the RMA, until collection of the Special Tax by the Commission ceases and a Notice of Cessation of Special Tax is recorded in accordance with Section 53330.5 of the Act, provided that this amount may in any fiscal year be levied at a lesser amount by resolution of the Commission.

SECTION 2. The Authority’s special tax consultant, currently David Taussig & Associates, Inc., 5000 Birch Street, Suite 6000, Newport Beach, California 92660, telephone (949) 955-1500, is authorized and directed, with the aid of the appropriate officers and agents of the Authority, to determine each year, without further action of the Commission, the appropriate amount of the Special Tax (pursuant to, and as that term is defined in, the Resolution of Formation) to be levied for the Improvement Area, to prepare the annual Special Tax roll in accordance with the RMA, and to present the roll to the Commission for consideration.

SECTION 3. Upon approval by the Commission, whether as submitted or as modified by the Commission, the special tax consultant is authorized and directed, without further action of the Commission, to provide all necessary and appropriate information to the Sonoma County Auditor in proper form, and in proper time, necessary to effect the correct and timely billing and collection of the Special Tax on the secured property tax roll of the County; provided, that as stated in the Resolution of Formation and in Section 53340 of the California Government Code, the Commission has reserved the right to utilize any method of collecting the Special Tax which it shall, from time to time, determine to be in the best interests of the Authority, including but not limited to, direct billing by the Authority to the property owners, supplemental billing and, under the circumstances provided by law, judicial foreclosure, all or any of which the Commission may implement in its discretion by resolution.

SECTION 4. The appropriate officers and agents of the Authority are authorized to make adjustments to the Special Tax roll prior to the final posting of the Special Tax to the Sonoma County tax roll each fiscal year, as may be necessary to achieve a correct match of the Special Tax levy with the assessor's parcel numbers finally utilized by the Sonoma County Auditor in sending out property tax bills.

SECTION 5. The Authority agrees that, in the event the Special Tax is collected on the secured tax roll of Sonoma County, the County may charge its reasonable and agreed charges for collecting the Special Tax as allowed by law, prior to remitting the Special Tax collections to the Authority.

SECTION 6. Taxpayers claiming that the amount of the Special Tax on their property is not correct are referred to Section F of the Rate and Method of Apportionment of the Special Tax contained in the Resolution of Formation for the proper claims procedure.

SECTION 7. If for any cause any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel by a court of competent jurisdiction, the balance of this Ordinance, and the application of the Special Tax to all other parcels, shall not be affected.

SECTION 8. This Ordinance shall take effect and be in force thirty (30) days after its final passage; and before the expiration of fifteen (15) days after its passage the same shall be published, with the names of the members voting for and against the same, at least once in a newspaper of general circulation published and circulated in the area of the Community Facilities District.

* * *

I, the undersigned, the duly appointed and qualified representative of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing ordinance was first read at a regular meeting of the Commission on June 18, 2015, and was duly passed and adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on July 9, 2015.

AYES:

NOES:

ABSENT:

By: _____
Authorized Signatory
California Statewide Communities
Development Authority

ORDINANCE NO. 15ORD-1

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

**ORDINANCE LEVYING A SPECIAL TAX FOR FISCAL YEAR 2015-2016
AND FOLLOWING FISCAL YEARS SOLELY WITHIN AND RELATING TO
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT
AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-01,
IMPROVEMENT AREA M (UNIVERSITY DISTRICT), CITY OF ROHNERT
PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA**

BE IT ENACTED BY THE COMMISSION OF THE CALIFORNIA
STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY:

SECTION 1. Pursuant to California Government Code Sections 53316 and 53340, and in accordance with the Amended and Restated Rate and Method of Apportionment (the "RMA"), as set forth in Exhibit D-2 of Resolution No. 15R-37 (the "Resolution of Formation") adopted June 18, 2015, with respect to the California Statewide Communities Development Authority Community Facilities District No. 2015-01 (University District), City of Rohnert Park, County of Sonoma, State of California (the "Community Facilities District") including Improvement Area M therein (the "Improvement Area"), a special tax is hereby levied on all taxable parcels within the Improvement Area for the 2015-2016 fiscal year and for all subsequent fiscal years in the amount determined by the Community Facilities District in accordance with the RMA, until collection of the Special Tax by the Commission ceases and a Notice of Cessation of Special Tax is recorded in accordance with Section 53330.5 of the Act, provided that this amount may in any fiscal year be levied at a lesser amount by resolution of the Commission.

SECTION 2. The Authority's special tax consultant, currently David Taussig & Associates, Inc., 5000 Birch Street, Suite 6000, Newport Beach, California 92660, telephone (949) 955-1500, is authorized and directed, with the aid of the appropriate officers and agents of the Authority, to determine each year, without further action of the Commission, the appropriate amount of the Special Tax (pursuant to, and as that term is defined in, the Resolution of Formation) to be levied for the Improvement Area, to prepare the annual Special Tax roll in accordance with the RMA, and to present the roll to the Commission for consideration.

SECTION 3. Upon approval by the Commission, whether as submitted or as modified by the Commission, the special tax consultant is authorized and directed, without further action of the Commission, to provide all necessary and appropriate information to the Sonoma County Auditor in proper form, and in proper time, necessary to effect the correct and timely billing and collection of the Special Tax on the secured property tax roll of the County; provided, that as stated in the Resolution of Formation and in Section 53340 of the California Government Code, the Commission has reserved the right to utilize any method of collecting the Special Tax which it shall, from time to time, determine to be in the best interests of the Authority, including but not limited to, direct billing by the Authority to the property owners,

supplemental billing and, under the circumstances provided by law, judicial foreclosure, all or any of which the Commission may implement in its discretion by resolution.

SECTION 4. The appropriate officers and agents of the Authority are authorized to make adjustments to the Special Tax roll prior to the final posting of the Special Tax to the Sonoma County tax roll each fiscal year, as may be necessary to achieve a correct match of the Special Tax levy with the assessor's parcel numbers finally utilized by the Sonoma County Auditor in sending out property tax bills.

SECTION 5. The Authority agrees that, in the event the Special Tax is collected on the secured tax roll of Sonoma County, the County may charge its reasonable and agreed charges for collecting the Special Tax as allowed by law, prior to remitting the Special Tax collections to the Authority.

SECTION 6. Taxpayers claiming that the amount of the Special Tax on their property is not correct are referred to Section F of the Rate and Method of Apportionment of the Special Tax contained in the Resolution of Formation for the proper claims procedure.

SECTION 7. If for any cause any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel by a court of competent jurisdiction, the balance of this Ordinance, and the application of the Special Tax to all other parcels, shall not be affected.

SECTION 8. This Ordinance shall take effect and be in force thirty (30) days after its final passage; and before the expiration of fifteen (15) days after its passage the same shall be published, with the names of the members voting for and against the same, at least once in a newspaper of general circulation published and circulated in the area of the Community Facilities District.

* * *

I, the undersigned, the duly appointed and qualified representative of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing ordinance was first read at a regular meeting of the Commission on June 18, 2015, and was duly passed and adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on July 9, 2015.

AYES:

NOES:

ABSENT:

By: _____
Authorized Signatory
California Statewide Communities
Development Authority

- VIII. CFD No. 2015-01 (Rio Bravo), City of Bakersfield, County of Kern: (Scott Carper)
- a. Consider the following resolutions for the creation of CFD No. 2015-01 (Rio Bravo), City of Bakersfield, County of Kern:
- i. Resolution of intent to establish CFD No. 2015-01 (Rio Bravo) and to levy a special tax to finance the construction and acquisition of certain public facilities; and
 - ii. Resolution to incur bonded indebtedness to finance the acquisition and construction of certain public facilities, to mitigate the impacts of development within CFD No. 2015-01 (Rio Bravo) and calling for a public hearing.

STAFF REPORT

PROGRAM: COMMUNITY FACILITIES DISTRICT

PURPOSE: 1. RESOLUTION DECLARING INTENTION TO ESTABLISH CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-02 (RIO BRAVO), CITY OF BAKERSFIELD, COUNTY OF KERN AND TO LEVY A SPECIAL TAX THEREIN TO FINANCE THE CONSTRUCTION AND ACQUISITION OF CERTAIN PUBLIC FACILITIES

2. RESOLUTION TO INCUR BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES, TO MITIGATE THE IMPACTS OF DEVELOPMENT WITHIN CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-02 (RIO BRAVO), CITY OF BAKERSFIELD, COUNTY OF KERN

PRIMARY ACTIVITY: FINANCE THE PUBLIC IMPROVEMENTS

CSCDA has received applications from Rio Bravo Medical Campus, LLC, to finance improvements associated with the development in the City of Bakersfield through the establishment of a community facilities district. The improvements will be owned by the City of Bakersfield and the East Niles Community Services District, each members of CSCDA.

The amount of bonds to be issued will not exceed a total of \$20 million. On December 10, 2014 the City of Bakersfield and on May 26, 2015, the East Niles Community Services District, gave their consent to CSCDA to act as the issuer for the bonds and to form the Community Facilities District. The City of Bakersfield and the East Niles Community Services District view this as a project that will bring significant economic benefit. The Commission is being requested to approve the following:

- The resolution of intention to establish CSCDA Community Facilities District 2015-02 (Rio Bravo) to levy a special tax to finance the construction and acquisition of certain public facilities, including the boundary map and rate and method of apportionment prepared by David Taussig and Associates;
- The resolution to incur bonded indebtedness to finance the acquisition and construction of certain public facilities;
- Setting of the public hearing of protests for July 23, 2015.

The property within the Community Facilities District is currently under construction. The Developer is developing a multi-phase medical and retail Project consisting of approximately 46 acres of combined area. The first phase of the Project is a 65,000 s.f. Comprehensive Cancer & Imaging Center that also contains an Ambulatory Surgery Center, standard medical offices and administrative space. The second phase of the Project, currently in the planning phase, consists of a 35,000 s.f. medical office building that will house physician offices as well as the headquarters for a national medical billing company. The ambulatory medical phase of the Project is currently approved for approximately 180,000 s.f. of space located in 4 buildings. The Developer is also in discussions with a national owner and operator of Rehabilitation Hospitals. This phase of the Project will be approximately 55,000 s.f. and will utilize approximately five (5) acres of land. The final

phase of the Project is a neighborhood shopping center occupying in excess of 16 acres. If the Commission decides to adopt the Resolution of Intention for the Community Facilities District the public hearing will be held on July 23, 2015, and the election would be conducted immediately thereafter, with the appropriate waivers signed and ballot cast by the land owner.

Orrick, Herrington & Sutcliffe and CSCDA staff have reviewed the boundary map and the rate and method of apportionment and the resolutions have been prepared by Orrick. The proposed financing complies with the Community Facilities District policies and goals adopted by CSCDA.

The attachments contain copies of the resolutions and their exhibits. All final approvals for the issuance of bonds would be brought back to this Commission after all proceedings have been completed.

Executive Director Recommendation:

In connection with the proposed Community Facilities District bond issuance, based on the overall public benefit and conformance to the CSCDA Issuance Policies, the Executive Director recommends that this Commission:

1. Approve the Resolution of Intention;
2. Approve the Resolution to Incur Bonded Indebtedness;
3. Authorize any member of the Commission or Authorized Signatory to sign all necessary documents; and
4. Set the public hearing for July 23, 2015 at 10:00 a.m. at the California State Association of Counties.

RESOLUTION NO. 15R-__

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

A RESOLUTION DECLARING INTENTION TO ESTABLISH CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-02 (RIO BRAVO), CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, AND TO LEVY A SPECIAL TAX THEREIN TO FINANCE THE CONSTRUCTION AND ACQUISITION OF CERTAIN PUBLIC FACILITIES

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) has duly considered the advisability and necessity of establishing a community facilities district within the jurisdictional boundaries of the City of Bakersfield, Kern County, California, to be designated and known as “California Statewide Communities Development Authority Community Facilities District No. 2015-02 (Rio Bravo), City of Bakersfield, County of Kern, State of California” (the “Community Facilities District”), and levying a special tax therein to finance the acquisition and construction of certain public capital facilities to be owned by the City and the East Niles Community Services District (the “CSD”), under and pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State of California (the “Act”); and

WHEREAS, the public facilities described in the previous paragraph are collectively referred to herein as the “Improvements;” and

WHEREAS, the Improvements will assist in mitigating the impact on the public infrastructure systems occasioned by new development that has occurred or is expected to occur within the boundaries of the Community Facilities District; and

WHEREAS, the Commission has determined that the establishment of the Community Facilities District is consistent with and follows the local goals and policies concerning the use of the Act that have been adopted by the Commission and are now in effect; and

WHEREAS, the Commission has reviewed the City of Bakersfield Resolution No. 218-14 adopted by the City Council of the City of Bakersfield on December 10, 2014, and entitled “Resolution of the City Council of the City of Bakersfield (1) Authorizing the California Statewide Communities Development Authority (the “Authority”) to Form a Community Facilities District within the Territorial Limits of the City of Bakersfield to Finance Certain Public Improvements and Development Impact Fees; (2) Embodying a Joint Community Facilities Agreement Setting Forth the Terms and Conditions of the Community Facilities District Financing; (3) Approving an Acquisition Agreement between the City and the Developer; and (4) Authorizing Staff to Cooperate with the Authority and its Consultants in Connection Therewith” (the “City Resolution”); and

WHEREAS, the Commission has reviewed East Niles Community Services District Resolution No. 2015-07 adopted by the Board of Directors on May 26, 2015, and entitled “Resolution of the East Niles Community Services District (1) Authorizing the California Statewide Communities Development Authority (the “Authority”) to Form a Community Facilities District Within the Territorial Limits of the East Niles Community Services District to Finance Certain Public Improvements; (2) Embodying a Joint Community Facilities Agreement Setting Forth the Terms and Conditions of the Community Facilities District Financing; (3) Approving an Acquisition Agreement Among the District, the Authority and the Developer; and (4) Authorizing Staff to Cooperate With the Authority and its Consultants in Connection Therewith” (the “CSD Resolution”); and

WHEREAS, the City Resolution and the CSD Resolution, a copy of which are attached hereto and marked Exhibit A-1 and Exhibit A-2, respectively, and incorporated herein by this reference, describe the Improvements and set forth the terms of a joint community facilities agreement under the authority of Section 53316.2 of the Act, and further provide that the adoption of a Resolution of Intention for the Community Facilities District by the Commission will act as an acceptance, by the Authority, of the terms of the joint community facilities agreement embodied in the City Resolution and the CSD Resolution; and

WHEREAS, there has been filed with the Secretary of the Authority (the “Secretary”) a map entitled “Proposed Boundaries of California Statewide Communities Development Authority Community Facilities District No. 2015-02 (Rio Bravo), City of Bakersfield, County of Kern, State of California” (the “Boundary Map”); and

WHEREAS, the Commission is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The above recitals are true and correct, and the Commission so finds and determines.

Section 2. It is the intention of the Commission, and the Commission hereby proposes, to establish the Community Facilities District. By adopting this Resolution of Intention, the Commission hereby accepts and agrees to the joint community facilities agreement embodied in the City Resolution and the CSD Resolution.

Section 3. The boundaries of the territory proposed for inclusion in the Community Facilities District are more particularly described and shown on the Boundary Map now on file in the office of the Secretary, which map is hereby approved by the Commission. A reduced copy of the Boundary Map is marked Exhibit B and is attached hereto, and by this reference is incorporated herein and made a part of this Resolution. The Commission finds that the Boundary Map is in the form and contains the matters prescribed by Section 3110 of the California Streets and Highways Code and directs the Secretary to certify the adoption of this Resolution on the face of the Boundary Map. The Authority’s special tax consultant is hereby authorized and directed to record a copy of the Boundary Map with the County Recorder of Kern

County in accordance with the provisions of Section 3111 of the California Streets and Highways Code.

Section 4. It is the intention of the Commission to finance the Improvements described in the City Resolution and the CSD Resolution. All of the Improvements have an estimated useful life of five (5) years or longer. They are public facilities that the City, the CSD or other local governmental agencies are authorized by law to construct, own or operate, or to which they may contribute revenue, and that are necessary to meet increased demands placed upon the City or the CSD, as applicable, as a result of development which has occurred, is occurring and or is expected to occur within the Community Facilities District.

Section 5. The cost of financing the acquisition and construction of the public facilities includes incidental expenses for the facilities comprising the costs of planning and designing the facilities, together with the costs of environmental evaluations thereof, and all costs associated with the creation of the Community Facilities District, the issuance of any bonds, the determination of the amount of any special taxes or the collection or payment of any special taxes and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District, together with any other expenses incidental to the acquisition and construction of the public facilities. A representative list of incidental expenses proposed to be incurred are set forth on Exhibit C attached hereto, which by this reference is incorporated herein and made a part of this Resolution.

Section 6. It is the intention of the Commission that, except where funds are otherwise available, a special tax shall be annually levied within the Community Facilities District sufficient to finance the Improvements, including but not limited to the payment of interest on and principal of any bonds to be issued to finance the Improvements; the making of lease payments for any of the public facilities (whether in conjunction with the issuance of certificates of participation or not); the repayment of funds advanced by the City or the CSD for the Community Facilities District and including the repayment under any agreement (which shall not constitute a debt or liability of the Authority) of advances of funds or reimbursement for the lesser of the value or cost or work in-kind provided by any person for the Community Facilities District.

Section 7. Upon recordation of a Notice of Special Tax Lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property within the Community Facilities District, and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien is cancelled in accordance with law, or until levy of the special tax by the Authority ceases.

Section 8. It is the intention of the Commission that the proposed special tax will be collected through the regular County of Kern secured property tax bills, and will be subject to the same enforcement mechanism, and the same penalties and interest for late payment, as regular *ad valorem* property taxes; however, the Commission reserves the right to utilize any other lawful means of billing, collecting and enforcing the special tax, including direct billing, supplemental billing, and, when lawfully available, judicial foreclosure of the special tax lien.

Section 9. The rate and method of apportionment of the special tax (the “RMA”), including the maximum annual special tax, is set forth in Exhibit D attached hereto, which by this reference is incorporated herein and made a part of this Resolution. The RMA provides sufficient detail to allow each landowner or resident within the Community Facilities District to estimate the maximum amount that such person will have to pay, and specifies the conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied. As required by the Act: (1) the maximum authorized special tax for financing the acquisition and construction of the Facilities that may be levied against any parcel of land used for private residential purposes (which use commences no later than the date on which an occupancy permit for private residential use is issued) is specified as a dollar amount and shall not increase by more than two percent (2%) per year; (2) the special tax shall not be levied for facilities against such property after the time stated in Exhibit D; and (3) under no circumstances shall the special tax be increased on such property, as a consequence of delinquency or default by the owners of any other parcel or parcels of land within the Community Facilities District, by more than ten per cent (10%) above the level that would have been levied had there been no delinquencies.

Section 10. Should any property subject to the special tax be acquired by a public agency and then leased for private purposes, it is the intention of the Commission, pursuant to Section 53340.1 of the California Government Code, to levy the special tax on the leasehold or possessory interests in property owned by a public agency (which property is otherwise exempt from the special tax), to be payable by the owner of the leasehold or possessory interests in such property.

Section 11. It is the intention of the Commission, pursuant to Section 53325.7 of the California Government Code, to establish the initial appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the Community Facilities District in the amount of \$1,500,000.

Section 12. Notice is given that Thursday, the 23rd day of July, 2015, at the hour of 10:00 o’clock A.M., at the offices of the California State Association of Counties, at 1100 K Street, Sacramento, California 95814, has been fixed by the Commission as the date, time and place for a public hearing to be held by the Commission to consider the establishment of the Community Facilities District, the proposed rate, method of apportionment and manner of collection of the special tax and all other matters as set forth in this Resolution. At the public hearing, any persons interested, including all taxpayers, property owners and registered voters within the Community Facilities District, may appear and be heard, and the testimony of all interested persons or taxpayers for or against the establishment of the Community Facilities District and the levy of the special tax, the extent of the Community Facilities District, the financing of any of the Improvements, the establishment of the appropriations limit, or on any other matters set forth herein, will be heard and considered.

Section 13. Any protests to the proposals in this Resolution may be made orally or in writing by any interested persons or taxpayers, except that any protests pertaining to the regularity or sufficiency of these proceedings shall be in writing and shall clearly set forth the irregularities and defects to which objection is made. The Commission may waive any irregularities in the form or content of any written protest and at the public hearing may correct

minor defects in the proceedings. All written protests not presented in person by the protester at the public hearing must be filed with the Secretary at or before the time fixed for the public hearing in order to be received and considered. Any written protest may be withdrawn in writing at any time before the conclusion of the public hearing.

Section 14. Written protests by a majority of the registered voters residing and registered within the Community Facilities District (if at least six such voters so protest), or by the owners of a majority of the land area within the Community Facilities District not exempt from the proposed special tax will require suspension of these proceedings for at least one year. If such protests are directed only against certain elements of the proposed Improvements or the special tax of the Community Facilities District or the other proposals contained in this Resolution, only those elements need be excluded from the proceedings.

Section 15. The public hearing may be continued from time to time, but shall be completed within thirty (30) days from the date of the initial date set for such public hearing, except that if the Commission finds that the complexity of the Community Facilities District or the need for public participation requires additional time, the public hearing may be continued from time to time for a period not to exceed six (6) months from the date of the initial date set for such public hearing.

Section 16. The Commission may at the public hearing modify this Resolution by eliminating any of the Improvements, or by changing the method of apportionment of the special tax so as to reduce the maximum special tax for all or a portion of the owners of property within the Community Facilities District or by removing any territory from the Community Facilities District; except that if the Commission proposes to modify this Resolution in a way that will increase the probable (as distinct from the maximum, which may not be increased) special tax to be paid by the owner of any lot or parcel of land in the Community Facilities District, the Commission shall direct that a report be prepared that includes a brief analysis of the impact of the proposed modifications on the probable special tax to be paid by the owners of such lots or parcels of land in the Community Facilities District, and the Commission shall receive and consider the report before approving any such modifications or any resolution forming the Community Facilities District which includes such modifications.

Section 17. At the conclusion of the public hearing, the Commission may abandon these proceedings or may, after passing upon all protests, determine to proceed with establishing the Community Facilities District. If the Commission determines at the conclusion of the public hearing to proceed with the establishment of the Community Facilities District, it expects that the proposed voting procedure will be by landowners voting in accordance with the Act, as the Commission is informed that during the 90 days prior to the date set for the hearing, there have been zero registered voters residing within the Community Facilities District. The Commission will require this information to be confirmed before ordering the election.

Section 18. The Authority's special tax consultant, David Taussig & Associates, in consultation with and on behalf of the City, is hereby requested to study the Community Facilities District and, at or before the time of the public hearing, to cause to be prepared and filed with the Commission a report which shall contain a brief description of the facilities by type which in its opinion will be required to adequately meet the needs of the new

development which has occurred and/or is expected to occur within the Community Facilities District, together with estimates of the cost of financing the Improvements and the incidental expenses related thereto. The report shall, upon its presentation, be submitted to the Commission for review, shall be available for inspection by the public, and shall be made a part of the record of the public hearing.

Section 19. The Facilities have not been and will not be constructed by the City or the CSD; therefore in the opinion of the Commission, the public interest will not be served by allowing the property owners in the Community Facilities District to intervene in a public bidding process pursuant to Section 53329.5(a) of the Act.

Section 20. Notice of the time and place of the public hearing shall be given by Bond Counsel in the following manner:

(a) A Notice of Public Hearing in the form provided by the Act shall be published once in the *BAKERSFIELD CALIFORNIAN*, a newspaper of general circulation published in the area of the Community Facilities District, pursuant to Section 6061 of the Government Code of the State of California and shall be completed at least seven (7) days prior to the date set for such public hearing; and

(b) A Notice of Public Hearing in the form provided by the Act shall be mailed, first class postage prepaid, to each owner of land, and to each registered voter residing, within the boundaries of the Community Facilities District (to property owners at their addresses as shown on the last equalized assessment roll, or as otherwise known to Bond Counsel). The mailing shall be completed at least fifteen (15) days prior to the date set for the public hearing.

Section 21. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of June, 2015.

I, the undersigned, a duly appointed and qualified Authorized Signatory of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on June 18, 2015.

By:_____

Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A-1

[CITY RESOLUTION]

RESOLUTION NO. 218 - 14

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD (1) AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (THE “AUTHORITY”) TO FORM A COMMUNITY FACILITIES DISTRICT WITHIN THE TERRITORIAL LIMITS OF THE CITY OF BAKERSFIELD TO FINANCE CERTAIN PUBLIC IMPROVEMENTS AND DEVELOPMENT IMPACT FEES; (2) EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF THE COMMUNITY FACILITIES DISTRICT FINANCING; (3) APPROVING AN ACQUISITION AGREEMENT BETWEEN THE CITY AND THE DEVELOPER; AND (4) AUTHORIZING STAFF TO COOPERATE WITH THE AUTHORITY AND ITS CONSULTANTS IN CONNECTION THEREWITH.

WHEREAS, the City of Bakersfield (the “City”) is a charter city and a municipal corporation duly organized and existing under and by virtue of the laws of the State of California (the “State”); and

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a California joint-exercise of powers authority lawfully formed and operating within the State pursuant to an agreement (the “Joint Powers Agreement”) entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code; and

WHEREAS, the City is a party to the Joint Powers Agreement and by virtue thereof a member (a “Program Participant”) of the Authority; and

WHEREAS, the Joint Powers Agreement was entered into to establish the Authority as an agency authorized to issue bonds to finance projects within the territorial limits of its Program Participants; and

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its Program Participants; and

WHEREAS, the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the “Act”) is an applicable provision of State law available to, among other things, finance public improvements necessary to meet increased demands placed upon local agencies as a result of development; and

WHEREAS, there is a development project in the City owned by Rio Bravo Medical Campus, LLC, a California limited liability company (respectively, the “Development Project” and the “Developer”) and the Developer has requested the City to consider formation of a community facilities district for the Development Project under the Act; and

WHEREAS, the City does not desire to allocate City resources and City staff time to the formation and administration of a community facilities district and to the issuance of bonds; and

WHEREAS, the Development Project will promote economic development, the stimulation of economic activity, and the increase of the tax base within the City; and

WHEREAS, both the Authority and the City are “local agencies” under the Act; and

WHEREAS, the Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Act; and

WHEREAS, the City desires to enter into such an agreement with the Authority to authorize the Authority to form a community facilities district within the territorial limits of the City to finance public improvements and fees required of the Development Project; and

WHEREAS, a form of Acquisition Agreement (the “Acquisition Agreement”) between the City and the Developer has been presented to the City Council and is on file with the City Clerk; and

WHEREAS, nothing herein constitutes the City’s approval of any applications, Development Project entitlements and/or permits, and such, to the extent required in the future, are subject to and contingent upon City Council approval following, to the extent applicable, environmental review in compliance with the California Environmental Quality Act (“CEQA”); and

WHEREAS, nothing herein affects, without limitation, requirements for and/or compliance with any and all applicable and/or necessary improvement standards, land use requirements or subdivision requirements relating to the Development Project or any portion thereof, which obligations are and shall remain independent and subsisting; and

WHEREAS, the City Council is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield that it does hereby find, determine, declare and resolve as follows:

Section 1. The City hereby specifically finds and declares that the actions authorized hereby constitute and are with respect to municipal affairs of the City and the statements, findings and determinations of the City set forth in the recitals above and in the preambles of the documents approved herein are true and correct.

Section 2. This resolution shall constitute full “local approval,” under Section 9 of the Joint Powers Agreement, and under the Authority’s Local Goals and Policies (see below), for the Authority to undertake and conduct proceedings in accordance herewith and under the Act to form a community facilities district (the “Community Facilities District”) with boundaries substantially as shown on Exhibit A, attached hereto, and to authorize a special tax and to issue bonds with respect thereto.

Section 3. The Joint Powers Agreement, together with the terms and provisions of this resolution, shall together constitute a joint community facilities agreement between the City and the Authority under the Act. As, without this resolution, the Authority has no power to conduct proceedings under the Act to form the Community Facilities District, adoption by the Commission of the Authority of the Resolution of Intention to form the Community Facilities District under the Act shall constitute acceptance of the terms hereof by the Authority.

Section 4. This resolution and the agreement it embodies are determined to be in the best interests of the residents of the City, and of the future residents of the area within the Community Facilities District.

Section 5. The City acknowledges that the Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Act. The City approves the use of those Local Goals and Policies for use in connection with the Community Facilities District, and hereby agrees that the Authority may act under those Local Goals and Policies in forming and administering the Community Facilities District.

Section 6. Pursuant to the Act and this resolution, the Authority may conduct proceedings under the Act to form the Community Facilities District and to have it authorize the financing of the facilities and fees set forth on Exhibit B, attached hereto. All of the facilities, whether to be financed directly or through fees, are facilities that have an expected useful life of five years or longer and are facilities that the City or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue. The facilities are referred to herein as the "Improvements," and the Improvements to be owned by the City are referred to as the "City Improvements." The fees are referred to as the "Fees," and the Fees paid or to be paid to the City are referred to as the "City Fees."

Section 7. For Fees paid or to be paid to another local agency, the Authority will obtain the written consent of that local agency before issuing bonds to fund such Fees, as required by the Act. For the Improvements to be owned by other local agencies, the Authority will separately identify them in its proceedings, and will enter into joint community facilities agreements with those local agencies prior to issuing bonds to finance such Improvements, as required by the Act. Each joint community facilities agreement with a local agency will contain a provision that the local agency will provide indemnification to the City to the same extent that the City provides indemnification to the local agencies under the terms of this resolution.

Section 8. The City Council certifies to the Commission of the Authority that all of the City Improvements including the improvements to be constructed or acquired with the proceeds of City Fees are necessary to meet increased demands placed upon the City of Bakersfield as a result of development occurring or expected to occur within the Community Facilities District. Joint community facilities agreements with other local agencies will each contain a certification with respect to the Improvements to be owned by, and Fees paid or to be paid to, the local agency equivalent to that made by the City in this paragraph.

Section 9. The Authority will apply the special tax collections initially as required by the documents under which any bonds are issued; and thereafter, to the extent not provided in the bond documents, may pay its own reasonable administrative costs incurred in the

administration of the Community Facilities District. The Authority will remit any special tax revenues remaining after the final retirement of all bonds to the City and to the other local agencies in the proportions specified in the Authority's proceedings. The City will apply any such special tax revenues it receives for authorized City Improvements or City Fees and its own administrative costs only as permitted by the Act. The joint community facilities agreements with other local agencies must require the other local agencies to apply the special tax revenues they receive for their authorized Improvements and Fees under the Community Facilities District and for their own related administrative costs only as permitted by the Act.

Section 10. The Authority will administer the Community Facilities District, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the bonds, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The City will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the City to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the bonds, although the City will not participate in nor be considered to be a participant in the proceedings respecting the Community Facilities District (other than as a party to the agreement embodied by this resolution) nor will the City be or be considered to be an issuer of the bonds. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with other local agencies.

Section 11. In the event the Authority completes issuance and sale of bonds, and bond proceeds become available to finance the Improvements, the Authority shall establish and maintain a special fund to be known as the "City of Bakersfield Rio Bravo Project Community Facilities District Acquisition and Construction Fund" (the "Acquisition and Construction Fund"). The portion of bond proceeds which is intended to be utilized to finance the Improvements and Fees shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for City Improvements and City Fees and for the Improvements and Fees pertaining to the other local agencies.

Section 12. As respects the Authority and the other local agencies, the City agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the City Improvements and for the administration and expenditure of the City Fees including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority and the other local agencies shall have no responsibility in that regard. The City reserves the right, as respects the Developer, to require the Developer to contract with the City to assume any portion or all of this responsibility. The Authority is required to obtain provisions equivalent to this paragraph in the joint community facilities agreement with the other local agencies.

Section 13. The City agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees, and the other local agencies and their officers, agents and employees (collectively, the "Indemnified Parties") harmless from

any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction and installation of the City Improvements and the improvements to be financed or acquired with the City Fees. The City reserves the right, as respects the Developer, to require the Developer to assume by contract with the City any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with the other local agencies naming the City and its officers, agents and employees as Indemnified Parties with respect to the other local agencies' Improvements and the improvements to be constructed or acquired with the other local agencies' Fees.

Section 14. As respects the Authority and the other local agencies, the City agrees – once the City Improvements are constructed according to the approved plans and specifications, and the City and the Developer have put in place their agreed arrangements for the funding of maintenance of the City Improvements – to accept ownership of the City Improvements, to take maintenance responsibility for the City Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the City Improvements. The City reserves the right, as respects the Developer, to require the Developer by contract with the City to assume any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with other local agencies naming the City and its officers, agents and employees as Indemnified Parties.

Section 15. The City acknowledges the requirement of the Act that if the City Improvements are not completed prior to the adoption, by the Commission of the Authority, of the Resolution of Formation of the Community Facilities District, the City Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the City. The City acknowledges that this means all City Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The City reserves the right, as respects the Developer, to assign appropriate responsibility for compliance with this paragraph to the Developer.

Section 16. The form of the Acquisition Agreement now on file with the City Clerk is hereby approved, and the City Manager or such officer's designee (the "City Manager") is authorized to execute, and deliver to the Developer, the Acquisition Agreement on behalf of the City in substantially that form, with such changes as shall be approved by the City Manager after consultation with the City Attorney and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 17. After completion of the City Improvements and appropriate arrangements for the maintenance of the City Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Act and in the Acquisition Agreement, to the satisfaction of the City, and in conjunction with the City's acceptance thereof, acquisition of the City Improvements shall be undertaken as provided in the Acquisition Agreement.

Section 18. The City hereby consents to the formation of the Community Facilities District in accordance with this resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the Community Facilities District with the understanding that the Authority will hereafter take each and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the bonds, all at no cost to the City and without binding or obligating the City's general fund or taxing authority.

Section 19. The terms of the Agreement embodied by this resolution may be amended by a writing duly authorized, executed and delivered by the City and the Authority, except that no amendment may be made after the issuance of the bonds by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding bonds.

Section 20. Except to the extent of the indemnifications extended to the other local agencies in the Agreement embodied by this resolution, and the City's agreement to take responsibility for and ownership of the City Improvements, no person or entity, including the Developer, shall be deemed to be a third party beneficiary of this resolution, and nothing in this resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the City (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this resolution.

Section 21. The City shall be identified as a third-party beneficiary of all joint community facilities agreements between the Authority and the other local agencies to the extent of the indemnification provisions and the provisions whereby the local agencies agree to take responsibility for and ownership of their Improvements.

Section 22. This resolution shall remain in force until all bonds have been retired and the authority to levy the special tax conferred by the Community Facilities District proceedings has ended or is otherwise terminated.

Section 23. The City Council hereby authorizes and directs the City Manager and other appropriate City staff to cooperate with the Authority and its consultants and to do all things necessary and appropriate to carry out the intent of this resolution and the Community Facilities District financing, and to execute any and all certificates and documents in connection with the bond issuance as shall be approved by the City Manager after consultation with the City Attorney and the Authority's bond counsel.

Section 24. The City Council hereby approves delivery of a certified copy of this resolution to the Authority.

Section 25. This Resolution shall take effect upon its adoption.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on DEC 10 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNCIL MEMBER RIVERA, MAXWELL, WEIR, SMITH,

SULLIVAN, Parlier

COUNCIL MEMBER None

COUNCIL MEMBER None

COUNCIL MEMBER Hanson

Roberta Gafford
CITY CLERK AND EX OFFICIO of the
Council of the City of Bakersfield

APPROVED

By [Signature]
HARVEY L. HALL
Mayor

STATE OF CALIFORNIA
County of Kern

I, Roberta Gafford, City Clerk of the City of Bakersfield, State of California, hereby certify the foregoing and annexed to be a full, true and correct copy of the original Resolution No. 218-14 on file in this office and that I have compared the same with the original.

WITNESS my hand and seal this 12 day of December 2014

Roberta Gafford, City Clerk

By:

By: [Signature] Deputy City Clerk

APPROVED AS TO FORM:

VIRGINIA GENNARO

City Attorney

By [Signature]
JOSHUA RUDNICK
DEPUTY CITY ATTORNEY II



EXHIBIT A

COMMUNITY FACILITIES DISTRICT BOUNDARIES

[ATTACHED]

PROPOSED BOUNDARIES OF CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-01

LEGEND

-  Proposed Boundaries of California Statewide Communities Development Authority Community Facilities District No. 2014-01 (Rio Bravo), County of Kern, California
-  Parcel Line

(Rio Bravo)
CITY OF BAKERFIELD
COUNTY OF KERN
STATE OF CALIFORNIA

(1) Filed in the office of the Secretary of California Statewide Communities Development Authority this ____ day of _____, 2014.

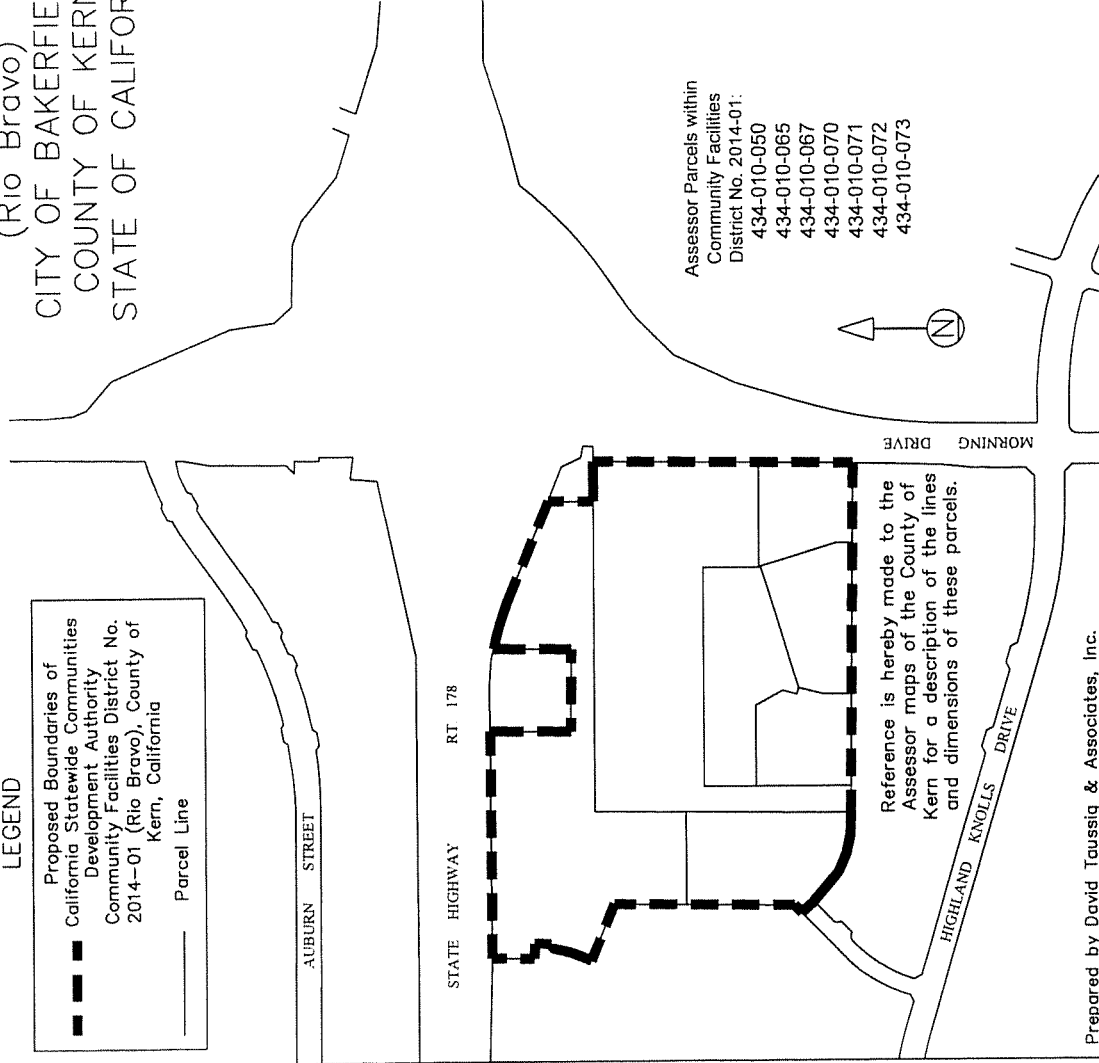
Secretary, California Statewide Communities Development Authority

(2) I hereby certify that the within map showing the proposed boundaries of California Statewide Communities Development Authority Community Facilities District No. 2014-01 (Rio Bravo), City of Bakerfield, County of Kern, State of California, was approved by the Commission of the California Statewide Communities Development Authority at a regular meeting thereof, held on this ____ day of _____, 2014, by its Resolution No. _____.

Secretary, California Statewide Communities Development Authority

(3) Filed this ____ day of _____, 2014, at the hour of ____ o'clock ____m, in Book ____ of Maps of Assessment and Community Facilities Districts at Page ____ in the office of the County Recorder in the County of Kern, State of California.

Jim Fitch
Kern County Assessor-Recorder
By _____ Deputy
Fee _____



Assessor Parcels within
Community Facilities
District No. 2014-01:
434-010-050
434-010-065
434-010-067
434-010-070
434-010-071
434-010-072
434-010-073

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

EXHIBIT B

AUTHORIZED IMPROVEMENTS AND FEES

1. Offsite Water Pump Station
2. Morning Drive – Onsite Sewer
3. Sewer
4. Morning Drive – Onsite Water
5. Highland Knolls/Kircaldy
6. Morning Drive Extension
7. Onsite Storm Drain

EXHIBIT A-2

[COMMUNITY SERVICES DISTRICT RESOLUTION]

RESOLUTION NO. 2015-07

RESOLUTION OF THE EAST NILES COMMUNITY SERVICES DISTRICT (1) AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY ("AUTHORITY") TO FORM A COMMUNITY FACILITIES DISTRICT WITHIN THE TERRITORIAL LIMITS OF THE EAST NILES COMMUNITY SERVICES DISTRICT TO FINANCE CERTAIN PUBLIC IMPROVEMENTS; (2) EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF THE COMMUNITY FACILITIES DISTRICT FINANCING; (3) APPROVING AN ACQUISITION AGREEMENT AMONG THE DISTRICT, THE AUTHORITY AND THE DEVELOPER; AND (4) AUTHORIZING STAFF TO COOPERATE WITH THE AUTHORITY AND ITS CONSULTANTS IN CONNECTION THEREWITH.

WHEREAS, the East Niles Community Services District (the "District") is a public agency duly organized and existing under and by virtue of the laws of the State of California (the "State"); and

WHEREAS, the District is advised that California Statewide Communities Development Authority (the "Authority") is a California joint-exercise of powers authority lawfully formed and operating within the State pursuant to an agreement (the "Joint Powers Agreement") entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code; and

WHEREAS, pursuant to Resolution No. 2015-08, adopted on the date hereof, the District has approved the execution of the Joint Powers Agreement and by virtue thereof will become a member (a "Program Participant") of the Authority upon approval by the Authority; and

WHEREAS, the Joint Powers Agreement was entered into to establish the Authority as an agency authorized to issue bonds to finance projects within the territorial limits of its Program Participants; and

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its Program Participants; and

WHEREAS, the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the "Act") is an applicable provision of State law available to, among other things, finance public improvements necessary to meet increased demands placed upon local agencies as a result of development; and

WHEREAS, there is a development project in the District owned by Rio Bravo Medical Campus, LLC, a California limited liability company (respectively, the "Development Project" and the "Developer") and the Developer has requested the District to consider formation of a community facilities district for the Development Project under the Act; and

WHEREAS, the District does not desire to allocate District resources and District staff time to the formation and administration of a community facilities district and to the issuance of bonds; and

WHEREAS, the Development Project will promote economic development, the stimulation of economic activity, and the increase of the tax base within the District; and

WHEREAS, both the Authority and the District are "local agencies" under the Act; and

WHEREAS, the Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Act; and

WHEREAS, the District desires to enter into such an agreement with the Authority to authorize the Authority to form a community facilities district within the territorial limits of the District to finance public improvements required of the Development Project; and

WHEREAS, a form of Acquisition Agreement (the "Acquisition Agreement") between the District and the Developer has been presented to the Board of Directors and is on file with the Secretary; and

WHEREAS, nothing herein constitutes the District's approval of any applications, Development Project entitlements and/or permits; and

WHEREAS, nothing herein affects, without limitation, requirements for and/or compliance with any and all applicable and/or necessary improvement standards, land use requirements or subdivision requirements relating to the Development Project or any portion thereof, which obligations are and shall remain independent and subsisting; and

WHEREAS, the Board of Directors is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the East Niles Community Services District that it does hereby find, determine, declare and resolve as follows:

Section 1. The District hereby specifically finds and declares that the actions authorized hereby constitute and are with respect to affairs of the District and the statements, findings and determinations of the District set forth in the recitals above are true and correct.

Section 2. This resolution shall constitute full "local approval," under Section 9 of the Joint Powers Agreement, and under the Authority's Local Goals and Policies (see below), for the Authority to undertake and conduct proceedings in accordance herewith and under the Act to form a community facilities district (the "Community Facilities District") with boundaries substantially as shown on Exhibit A, attached hereto, and to authorize a special tax and to issue bonds with respect thereto.

Section 3. The Joint Powers Agreement, together with the terms and provisions of this resolution, shall together constitute a joint community facilities agreement between the District and the Authority under the Act. As, without this resolution, the Authority has no power to conduct proceedings under the Act to form the Community Facilities District, adoption by the Commission of the Authority of the Resolution of Intention to form the Community Facilities District under the Act shall constitute acceptance of the terms hereof by the Authority.

Section 4. This resolution and the agreement it embodies are determined to be in the best interests of the residents of the District, and of the future residents of the area within the Community Facilities District.

Section 5. The Authority has provided to the District, and the District thereupon acknowledges, that the Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Act. The District approves the use of those Local Goals and Policies for use in connection with the Community Facilities District, and hereby agrees that the Authority may act under those Local Goals and Policies in forming and administering the Community Facilities District.

Section 6. Pursuant to the Act and this resolution, the Authority may conduct proceedings under the Act to form the Community Facilities District and to have it authorize the financing of the facilities set forth on Exhibit B, attached hereto. All of the facilities to be owned by the District are facilities that have an expected useful life of five years or longer and are facilities that the District or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue. The facilities are referred to herein as the "Improvements," and the Improvements to be owned by the District are referred to as the "Acquisition Improvements."

Section 7. For the Improvements to be owned by the City of Bakersfield (the "City"), the Authority will separately identify them in its proceedings, and will enter into joint community facilities agreements with the City prior to issuing bonds to finance such Improvements, as required by the Act. The joint community facilities agreement with the City

will contain a provision that the City will provide indemnification to the District to the same extent that the District provides indemnification to the City under the terms of this resolution.

Section 8. The Board of Directors certifies to the Commission of the Authority that all of the Acquisition Improvements are necessary to meet increased demands placed upon the East Niles Community Services District as a result of development occurring or expected to occur within the Community Facilities District. The joint community facilities agreement with the City will contain a certification with respect to the Improvements to be owned by the City equivalent to that made by the District in this paragraph.

Section 9. The Authority will apply the special tax collections initially as required by the documents under which any bonds are issued; and thereafter, to the extent not provided in the bond documents, may pay its own reasonable administrative costs incurred in the administration of the Community Facilities District. The Authority will apply any such special tax revenues for authorized Acquisition Improvements and administrative costs only as permitted by the Act.

Section 10. The Authority will administer the Community Facilities District, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the bonds, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The District will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the District to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the bonds, although the District will not participate in nor be considered to be a participant in the proceedings respecting the Community Facilities District (other than as a party to the agreement embodied by this resolution) nor will the District be or be considered to be an issuer of the bonds. The Authority is required to obtain a provision equivalent to this paragraph in the joint community facilities agreements with the City.

Section 11. In the event the Authority completes issuance and sale of bonds, and bond proceeds become available to finance the Improvements, the Authority shall establish and maintain a special fund to be known as the "East Niles Community Services District Rio Bravo Project Community Facilities District Acquisition and Construction Fund" (the "Acquisition and Construction Fund"). The portion of bond proceeds which is intended to be utilized to finance the Improvements shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for Acquisition Improvements and for the Improvements pertaining to the City.

Section 12. As respects the Authority and the City, the District has fully administered and taken governmental responsibility for the construction or acquisition of the Acquisition Improvements as it deemed legally necessary for the acquisition of the Acquisition Improvements, and the Authority and the City shall have no responsibility in that regard. The District reserves the right, as respects the Developer, to require the Developer to contract with the District to assume any portion or all of this responsibility. The Authority is required to obtain provisions equivalent to this paragraph in the joint community facilities agreement with the City.

Section 13. The District agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees, and the City and their officers, agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction and installation of the Acquisition Improvements. The District reserves and has exercised the right, as respects the Developer, to require the Developer to assume by contract with the District any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in the joint community facilities agreement with the City naming the District and its officers, agents and employees as Indemnified Parties with respect to the City's Improvements.

Section 14. As respects the Authority and the City, the District agrees – once the Acquisition Improvements are constructed according to the satisfaction of the District, and the District and the Developer have put in place their agreed arrangements for the funding of maintenance of the Acquisition Improvements – to accept ownership of the Acquisition

Improvements, to take maintenance responsibility for the Acquisition Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the Acquisition Improvements. The District reserves and has exercised the right, as respects the Developer, to require the Developer by contract with the District to assume any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in the joint community facilities agreement with the City naming the District and its officers, agents and employees as Indemnified Parties.

Section 15. The form of the Acquisition Agreement now on file with the Secretary is hereby approved, and the General Manager or such officer's designee (the "General Manager") is authorized to execute, and deliver to the Authority or the Developer, the Acquisition Agreement on behalf of the District in substantially that form, with such changes as shall be approved by the General Manager after consultation with the District's Attorney and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 16. After completion of the Acquisition Improvements and appropriate arrangements for the maintenance of the Acquisition Improvements, to the satisfaction of the District, and in conjunction with the District's acceptance thereof, acquisition of the Acquisition Improvements shall be undertaken as provided in the Acquisition Agreement.

Section 17. The District hereby consents to the formation of the Community Facilities District in accordance with this resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the Community Facilities District with the understanding that the Authority will hereafter take each and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the bonds, all at no cost to the District and without binding or obligating the District's general fund or taxing authority. Under no circumstances shall the District be responsible for any special tax levy, bond payments, repayments, or amounts owing under the bonds, even upon delinquencies in the payment of the special tax.

Section 18. The terms of the Agreement embodied by this resolution may be amended by a writing duly authorized, executed and delivered by the District and the Authority, except that no amendment may be made after the issuance of the bonds by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding bonds.

Section 19. Except to the extent of the indemnifications extended to the City in the Agreement embodied by this resolution, and the District's agreement to take responsibility for and ownership of the Acquisition Improvements, no person or entity, including the Developer, shall be deemed to be a third party beneficiary of this resolution, and nothing in this resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the District (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this resolution.

Section 20. The District shall be identified as a third-party beneficiary of all joint community facilities agreements between the Authority and the City to the extent of the indemnification provisions and the provisions whereby the City agrees to take responsibility for and ownership of their Improvements.

Section 21. This resolution shall remain in force until all bonds have been retired and the authority to levy the special tax conferred by the Community Facilities District proceedings has ended or is otherwise terminated.

Section 22. The Board of Directors hereby authorizes and directs the General Manager and other appropriate District staff to cooperate with the Authority and its consultants and to do all things necessary and appropriate to carry out the intent of this resolution and the Community Facilities District financing, and to execute any and all certificates and documents in connection with the bond issuance as shall be approved by the General Manager after consultation with the District's Attorney and the Authority's bond counsel.

Section 23. The Board of Directors hereby approves delivery of a certified copy of this resolution to the Authority.

Section 24. This Resolution shall take effect upon its adoption.

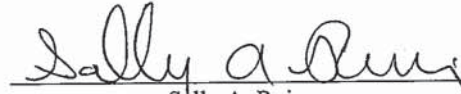
PASSED AND ADOPTED this 26th day of May, 2015, by the following vote:

AYES: Dominguez, Harger, Ruiz, White, & Mayberry

NOES: None

ABSENT: None

ABSTAIN: None


Sally A. Ruiz
President of the Board of Directors

ATTEST:



Timothy P. Ruiz
Secretary of the Board of Directors

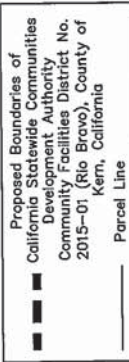
EXHIBIT A

COMMUNITY FACILITIES DISTRICT BOUNDARIES

[ATTACHED]

PROPOSED BOUNDARIES OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-01

LEGEND



(Rio Bravo)
CITY OF BAKERSFIELD
COUNTY OF KERN
STATE OF CALIFORNIA

(1) Filed in the office of the Secretary of California Statewide Communities Development Authority this ____ day of _____, 2015.

Secretary, California Statewide Communities Development Authority

(2) I hereby certify that the within map showing the proposed boundaries of California Statewide Communities Development Authority Community Facilities District No. 2015-01 (Rio Bravo), City of Bakersfield, County of Kern, State of California, was approved by the Commission of the California Statewide Communities Development Authority at a regular meeting thereof, held on this ____ day of _____, 2015, by its Resolution No. _____.

Assessor Parcels within
Community Facilities
District No. 2015-01:
434-010-050
434-010-065
434-010-067
434-010-070
434-010-071
434-010-072
434-010-073

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

Secretary, California Statewide Communities Development Authority

(3) Filed this ____ day of _____, 2015, 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 Kern, State of California.

Jim Fitch
Kern County Assessor-Recorder
By _____ Deputy
Fee _____

EXHIBIT B

AUTHORIZED IMPROVEMENTS

Improvements to be Owned by the District:

1. Offsite Water Pump Station
2. Morning Drive – Development Onsite Sewer
3. Morning Drive Sewer Line
4. Morning Drive – Development Onsite Water

Improvements to be Owned by the City:


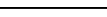
5. Highland Knolls/Kircaldy
6. Morning Drive Extension
7. Onsite Storm Drain

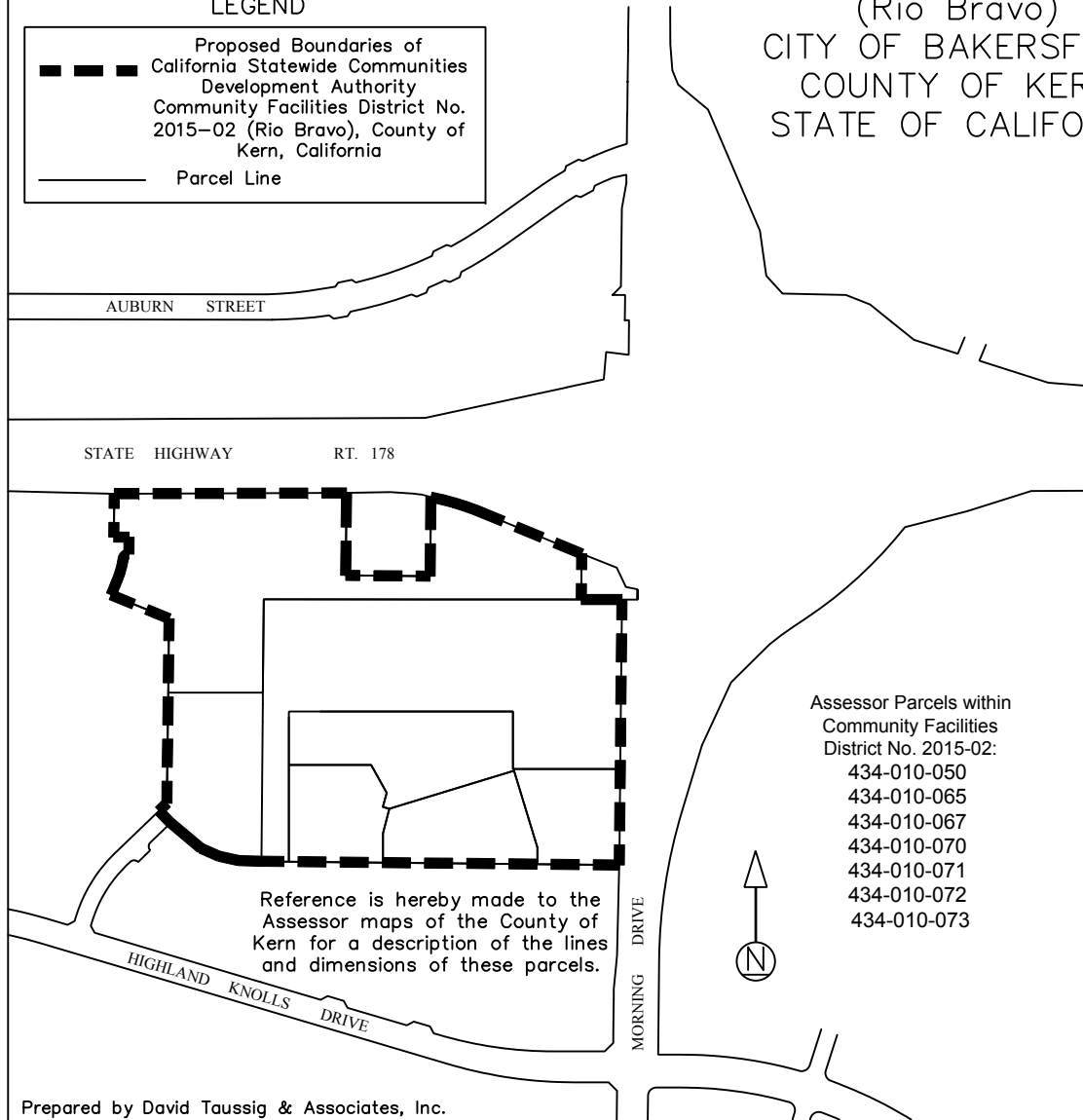
EXHIBIT B
[BOUNDARY MAP]

PROPOSED BOUNDARIES OF CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-02

(Rio Bravo)
CITY OF BAKERSFIELD
COUNTY OF KERN
STATE OF CALIFORNIA

LEGEND

-  Proposed Boundaries of California Statewide Communities Development Authority Community Facilities District No. 2015-02 (Rio Bravo), County of Kern, California
-  Parcel Line



(1) Filed in the office of the Secretary of California Statewide Communities Development Authority this ____ day of _____, 2015.

Secretary, California Statewide Communities Development Authority

(2) I hereby certify that the within map showing the proposed boundaries of California Statewide Communities Development Authority Community Facilities District No. 2015-02 (Rio Bravo), City of Bakersfield, County of Kern, State of California, was approved by the Commission of the California Statewide Communities Development Authority at a regular meeting thereof, held on this ____ day of _____, 2015, by its Resolution No. _____.

Secretary, California Statewide Communities Development Authority

(3) Filed this ____ day of _____, 2015, 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 Kern, State of California.

Jim Fitch
Kern County Assessor-Recorder

By _____

Deputy

Fee _____

EXHIBIT C

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-02 (RIO BRAVO), CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA

REPRESENTATIVE LISTING OF INCIDENTAL EXPENSES AND BOND ISSUANCE COSTS

It is anticipated that the following incidental expenses may be incurred in the proposed legal proceedings for formation of the Community Facilities District, construction or acquisition of the authorized public facilities and related bond financing and will be payable from proceeds of the Bonds or directly from the proceeds of the Special Tax:

- Special tax consultant services
- Authority, City staff review, oversight and administrative services
- Bond Counsel and Disclosure Counsel services
- Financial advisor services
- Special tax administrator services
- Appraiser/Market absorption consultant services
- Initial bond transfer agent, fiscal agent, registrar and paying agent services, and rebate calculation service set up charge
- Bond printing and Preliminary Official Statement and Official Statement printing and mailing
- Publishing, mailing and posting of notices
- Recording fees
- Underwriter's discount
- Bond reserve fund
- Capitalized interest
- Governmental notification and filing fees
- Credit enhancement costs
- Rating agency fees
- Continuing disclosure services
- Arbitrage rebate services
- Other post-issuance tax compliance services

The expenses of certain recurring services pertaining to the Community Facilities District may be included in each annual special tax levy, and these expenses are described in the definition of the term "Administrative Expenses" as set forth in the Rate and Method of Apportionment of Special Tax attached hereafter as Exhibit D.

The foregoing enumeration shall not be regarded as exclusive and shall be deemed to include any other incidental expenses of a like nature which may be incurred from time to time with respect to the Community Facilities District.

EXHIBIT D

[RMA]

**RATE AND METHOD OF APPORTIONMENT FOR
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2015-02
(RIO BRAVO)
CITY OF BAKERSFIELD, COUNTY OF KERN**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in Community Facilities District No. 2015-02 (Rio Bravo), City of Bakersfield, County of Kern ("CFD No. 2015-02") and collected each Fiscal Year commencing in Fiscal Year 2015-16, in an amount determined by the Commission, through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 2015-02 shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2015-02: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the CSCDA Program Manager or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to CSCDA, CFD No. 2015-02, or any designee thereof of complying with arbitrage rebate requirements; the costs to CSCDA, CFD No. 2015-02, or any designee thereof of complying with CSCDA, CFD No. 2015-02, or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of CSCDA, CFD No. 2015-02, or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and CSCDA's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by CSCDA or CFD No. 2015-02 for any other administrative purposes of CFD No. 2015-02, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor of the County designating parcels by Assessor’s parcel number.

“Bond Costs” means for (i) any bond issue secured by CFD No. 2015-02, all debt service payments, administrative expenses, and amounts required to establish or replenish any bond reserve funds, and any other use of Special Taxes for such bond issues required by the indenture, fiscal agent agreement, or other agreement governing the terms of such bond issue.

“Building Permit” means a permit issued by the City or County, as applicable, for the construction of a residential or non-residential building on an Assessor’s Parcel.

“CFD No. 2015-02” means CSCDA Community Facilities District No. 2015-02.

“CFD No. 2015-02 Bonds” or “Bonds” means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 2015-02 under the Act and secured by the Special Taxes on the property within CFD No. 2015-02.

“City” means the City of Bakersfield.

“Commission” means the governing board of CSCDA.

“Construction Inflation Index” means the annual positive percentage change in the Engineering News Record Building Cost Index for the City of Los Angeles, measured as of the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CSCDA Program Manager that is reasonably comparable to the Engineering News Record Building Cost Index for the City of Los Angeles.

“County” means the County of Kern.

“CSCDA” means the California Statewide Communities Development Authority.

“CSCDA Program Manager” means the CFD program manager for CSCDA.

“Developed Property” means, for each Fiscal Year, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, for which the Final Subdivision was recorded on or prior to January 1 of the prior Fiscal Year and a building permit for new construction was issued after January 1, 2015 and prior to May 1 of the prior Fiscal Year.

“Final Subdivision” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, approved by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 1352 that, in either case, creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Goals and Policies” means the Mello-Roos Community Facilities Act of 1982 Goals and Policies, as adopted by the Commission.

“Indenture” means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Class” means any of the classes listed in Table 1, below

“Maximum Special Tax” means the Maximum Special Tax, determined in accordance with Section C below that can be levied by the Commission in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

“Non-Residential Floor Area” means the total building square footage of the non-residential building(s) located on an Assessor’s Parcel, measured from outside wall to outside wall, not including space devoted to stairwells, public restrooms, lighted courts, vehicle parking, and areas incident thereto, and mechanical equipment incidental to the operation of such building. The determination of Non-Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor’s Parcel and/or to the appropriate records kept by the City, as reasonably determined by the CSCDA Program Manager

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit permitting the construction of one or more non-residential units or facilities has been issued by the City or other governmental agency.

“Outstanding Bonds” means all CFD No. 2015-02 Bonds which remain outstanding under the Indenture.

“Property Owner Association Property” means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2015-02 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year, (ii) any property located in a Final Subdivision that was recorded as of the May 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street, or (iii) any property which, as of the May 1 preceding the Fiscal Year for which the Special Tax is being levied, has been conveyed, irrevocably dedicated, or irrevocably offered to a property owner’s association, including any master or sub-association, provided such conveyance, dedication, or offer is submitted to the CSCDA Program Manager by May 1 preceding the Fiscal Year for which the Special Tax is being levied. The total number of acres to be classified as Property Owner Association Property or Public Property cannot exceed 13.93 acres, as described in Section E of this RMA.

“Proportionately” means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, “Proportionately” means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Undeveloped Property. The term “Proportionately” may similarly be applied to other categories of Taxable Property as listed in Section C below.

“Public Property” means, for each Fiscal Year, any property within the boundaries of CFD No. 2015-02 that is (i) owned by, irrevocably offered, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement. The total number of acres to be classified as Property Owner Association Property or Public Property cannot exceed 13.93 acres, as described in Section E of this RMA.

“Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

“Special Tax” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property in CFD No. 2015-02 to fund the Special Tax Requirement.

“Special Tax Requirement” means that amount required in any Fiscal Year for CFD No. 2015-02 to: (i) pay debt service on all Outstanding Bonds; (ii) pay periodic costs on the CFD No. 2015-02 Bonds, including but not limited to, credit enhancement and rebate payments on the CFD No. 2015-02 Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; and (v) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (vi) a credit for funds available to reduce the annual Special Tax levy, as determined by the CSCDA Program Manager pursuant to the Indenture.

“State” means the State of California

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2015-02 that are not Public Property or Property Owner Association Property that have been exempted from the Special Tax under Section E, below.

“Trustee” means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, not classified as Developed Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2015-02 shall be classified as Developed Property or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D, below.

C. MAXIMUM SPECIAL TAX RATE

Prior to the issuance of the first series of CFD No. 2015-02 Bonds, the Maximum Special Taxes for Taxable Property (set forth in Table 1) shall be reduced in accordance with, and subject to, the conditions set forth in this Section C, without the need for any proceedings to make changes permitted under the Act.

After (i) the issuance of the first series of CFD No. 2015-02 Bonds, (ii) the classification of all Assessors Parcels of Undeveloped Property to either Residential Property or Non-Residential Property, and (iii) the determination by CSCDA that no additional bonds can or will be issued by CFD No. 2015-02, the CSCDA Program Manager shall reduce the per square foot and per Acre Maximum Special Tax for Non-Residential Property and Residential Property/Taxable Property Owner Association Property/Taxable Public Property/Undeveloped Property (as reflected in Table 1), to an amount that if levied on Taxable Property within CFD No. 2015-02 (after excluding 13.93 Acres of Public Property and Property Owner Association Property as set forth in Section E) after such reduction, would equal at least 1.1 times the maximum annual debt service on all Outstanding Bonds, as outlined in the relevant Indenture, plus the Administrative Expenses.

The reductions required pursuant to this Section C shall be reflected in an amended notice of special tax lien which CSCDA shall cause to be recorded by executing a certificate in substantially the form attached herein as Exhibit A.

1. Taxable Property

(a). Maximum Special Tax

The Maximum Special Tax that may be levied in any Fiscal Year for each Assessor's Parcel classified as Taxable Property in CFD No. 2015-02 is shown below in Table 1.

TABLE 1
Maximum Special Tax for Developed Property and Undeveloped Property
CFD No. 2015-02
Fiscal Year 2015-16

Land Use Class	Maximum Special Tax
Non-Residential Property	\$11.33 per square foot of Non-Residential Floor Area or \$163,297 per Acre, when applied, whichever is greater
Residential Property/Taxable Property Owner Association Property/Taxable Public Property/Undeveloped Property	\$163,297 per Acre

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2015-16 and for each following Fiscal Year, the CSCDA Program Manager shall determine the Special Tax Requirement and shall levy the Special Tax until the amount of Special Taxes equal the Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property until (i) the total Special Taxes levied under this step equal to the Special Tax Requirement, or (ii) the Special Tax levied on Developed Property equals 100% of the Maximum Special Tax on such Developed Property, whichever occurs first.

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property until (i) the total Special Taxes levied under the first step listed in this Section D are equal to the Special Tax Requirement, or (ii) the Special Tax levied on Undeveloped Property equals 100% of the Maximum Special Tax on such Undeveloped Property, whichever occurs first.

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Taxable Property Owner Association Property shall be levied Proportionately until the lesser of (i) the total Special Taxes levied under the first three steps listed in this Section D equal the Special Tax Requirement, or (ii) the Special Taxes levied on all Taxable Property Owner Association Property equal 100% of the Maximum Special Tax for Property Owner Association Property, whichever occurs first.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Taxable Public Property shall be levied Proportionately until (i) the total Special Taxes levied under the first four steps listed in this Section D are equal to the Special Tax Requirement, or (ii) the Special Taxes levied on all Taxable Public Property equal 100% of the Maximum Special Tax for Taxable Public Property, whichever occurs first.

Notwithstanding the above, the CSCDA Program Manager or its designee may, in any Fiscal Year, levy Proportionately less than 100% of the Maximum Special Tax in the first step (above), when (i) the Commission is no longer required to levy the Special Tax beyond the first step (above) in order to meet the Special Tax Requirement; and (ii) all authorized CFD No. 2015-02 Bonds already been issued or the Commission has covenanted that it will not issue any additional CFD No. 2015-02 Bonds (except refunding bonds) to be supported by the Special Tax.

E. EXEMPTIONS

No Special Tax shall be levied on up to 13.93 Acres of Public Property or Property Owner Association Property in CFD No. 2015-02. Tax-exempt status will be assigned by the

CSCDA Program Manager in the chronological order in which property in CFD No. 2015-02 becomes Public Property or Property Owner Association Property. However, should an Assessor's Parcel in CFD No. 2015-02 no longer be classified as Public Property or Property Owner Association Property, it will, from that point forward, be subject to the Special Tax.

Prior to sixty (60) days before the issuance of a first series of CFD No. 2015-02 Bonds, the CSCDA Program Manager may increase the final number of tax-exempt acres of Public Property and Property Owner Association Property in CFD No. 2015-02 to better reflect the actual tax-exempt acreage within CFD No. 2015-02. However, after the issuance of a first series of CFD No. 2015-02 Bonds, Public Property and Property Owner Association Property that exceed the 13.93 Acre limit shall be taxed as Non-Residential Property under the 3rd and 4th Step in Section D.

F. REVIEW/APPEAL PROCESS

Any taxpayer may file a written appeal of the Special Tax on his/her property with CSCDA, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CSCDA Program Manager or its designee shall review the appeal, meet with the appellant if the CSCDA Program Manager deems necessary, and advise the appellant of its determination within sixty (60) days after receipt of the appeal. If the CSCDA Program Manager agrees with the appellant, the CSCDA Program Manager shall make a recommendation to the Commission to eliminate or reduce the Special Tax on the appellant's property or to provide a refund to appellant. The approval of the Commission or its designee must be obtained prior to any such elimination or reduction. If the CSCDA Program Manager disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the Commission by filing a written notice of appeal with the Secretary of the Commission, provided that the appellant is current in his/her payments of the Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CSCDA Program Manager's determination. The Secretary of the Commission shall schedule the appeal to be heard before the Commission within sixty (60) days after receipt of the second appeal.

Interpretations may be made by the Commission by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

G. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2015-02 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF SPECIAL TAX

The following additional definitions apply to this Section H:

“Buildout” means, for CFD No. 2015-02, that all expected building permits have been issued.

“CFD Public Facilities” means either \$12,800,000 in 2015 dollars, which shall increase by the Construction Inflation Index on July 1, 2016, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CSCDA Program Manager as sufficient to provide the public facilities to be provided by CFD No. 2015-02 under the authorized bonding program for CFD No. 2015-02, or (ii) shall be determined by the Commission concurrently with a covenant that it will not issue any more Bonds (except refunding bonds) to be supported by the Special Tax levied under this Rate and Method of Apportionment as described in Section C.

“Construction Inflation Index” means the annual percentage change in the Engineering News Record Building Cost Index for the City of Los Angeles, measured as of the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CSCDA Program Manager that is reasonably comparable to the Engineering News Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the CFD Public Facilities minus (i) public facility costs previously paid from the Improvement Fund, (ii) moneys currently on deposit in the Improvement Fund, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance the cost of CFD Public Facilities.

“Improvement Fund” means an account specifically identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct CFD Public Facilities eligible under the Act.

“Previously Issued Bonds” means, for any Fiscal Year, all Outstanding Bonds that are deemed to be outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

1. Prepayment in Full

The obligation of an Assessor’s Parcel to pay the Special Tax may be prepaid and permanently satisfied as described herein; provided that a prepayment may be made only for Assessor’s Parcels of Developed Property or Undeveloped Property for which a building permit has been issued, and only if there are no delinquent Special Taxes with respect to such Assessor’s Parcel at the time of prepayment. An owner of an Assessor’s Parcel intending to prepay the Special Tax obligation shall provide the CSCDA Program Manager with written notice of intent to prepay. Within thirty (30) days of receipt of such written notice, the CSCDA Program Manager shall notify such owner of the prepayment amount for such Assessor’s Parcel. The CSCDA Program Manager may charge a reasonable fee for providing this service. Prepayment must be made not less than forty-five (45) days prior to the next

occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
less	<u>Capitalized Interest Credit</u>
Total: equals	Special Tax Prepayment Amount

As of the proposed date of prepayment, the Special Tax Prepayment Amount (defined below) shall be calculated as follows:

Paragraph No.:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property, compute the Maximum Special Tax for the current Fiscal Year applicable for the Assessor's Parcel to be prepaid. For Assessor's Parcels of Undeveloped Property (for which a building permit has been issued) to be prepaid, compute the Maximum Special Tax for the current Fiscal Year applicable for that Assessor's Parcel as though it was already designated as Developed Property, based upon such building permit.
3. Divide the Maximum Special Tax computed pursuant to paragraph 2 by the total estimated Maximum Special Tax for CFD No. 2015-02 based on the Developed Property Special Tax which could be levied in the current Fiscal Year on all expected development through Buildout, excluding any Assessor's Parcels the Special Tax for which have been prepaid.
4. Multiply the quotient computed pursuant to paragraph 3 by the Previously Issued Bonds to compute the amount of Previously Issued Bonds to be retired and prepaid (the "*Bond Redemption Amount*").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (e.g., the redemption price-100%), if any, on the Previously Issued Bonds to be redeemed (the "*Redemption Premium*").
6. Compute the current Future Facilities Costs.
7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "*Future Facilities Amount*").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date not covered by the current Fiscal Year Special Taxes until the earliest redemption date for the Previously Issued Bonds.
9. Determine the Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.
10. Compute the minimum amount the CSCDA Program Manager reasonably expects to derive from the reinvestment of the Special Tax Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.
11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "*Defeasance Amount*").
12. The administrative fees and expenses of CFD No. 2015-02 are as calculated by the CSCDA Program Manager and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "*Administrative Fees and Expenses*").
13. The reserve fund credit (the "*Reserve Fund Credit*") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted such that the amount then on deposit in the reserve fund for the Previously Issued Bonds drops below 100% of the reserve requirement (as defined in the Indenture).
14. If any capitalized interest for the Previously Issued Bonds will not have been expended as of the date immediately following the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund or account under the Indenture after such first interest and/or principal payment (the "*Capitalized Interest Credit*").
15. The Special Tax Prepayment Amount is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "*Special Tax Prepayment Amount*").
16. From the Special Tax Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13 and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Previously Issued Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall

be deposited into the Improvement Fund. The amount computed pursuant to paragraph 12 shall be retained by CFD No. 2015-02.

The Special Tax Prepayment Amount may be insufficient to redeem a full \$5,000 increment of Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Bonds or to make debt service payments.

Upon confirmation of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 (above), the CSCDA Program Manager shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the Commission shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Special Tax and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless, at the time of such proposed prepayment, the amount of Maximum Special Tax that may be levied on Taxable Property within CFD No. 2015-02 (after excluding 13.93 Acres of Public Property and Property Owner Association Property as set forth in Section E) both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Previously Issued Bonds, plus the Administrative Expenses.

2. Prepayment in Part

The Special Tax on an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = [(PE - A) \times F] + A$$

These terms have the following meaning:

PP = the partial prepayment

P_E = the Special Tax Prepayment Amount calculated according to Section H.1

A = the Administrative Fees and Expenses calculated according to Section H.1

F = the percentage, expressed as a decimal, by which the owner of the Assessor's Parcel is partially prepaying the Special Tax.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CSCDA Program Manager of such owner's intent to partially prepay the Special Tax and the percentage by which the Special Tax shall be prepaid. The CSCDA Program Manager shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax for an Assessor's Parcel within thirty (30) days of the request and may charge a reasonable fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the Commission shall (i) distribute the funds remitted to it according to Section H.1, and (ii) indicate in the records of CFD No. 2015-02 that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with

respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the remaining Maximum Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied upon an Assessor's Parcel of Developed Property for a maximum of forty (40) years, provided however that Special Taxes will cease to be levied in an earlier Fiscal Year if the CSCDA Program Manager has determined that all required interest and principal payments on the CFD No. 2015-02 Bonds have been paid and the Commission has covenanted that it will not issue any more Bonds (other than refunding Bonds) to be supported by Special Taxes levied under this Rate and Method of Apportionment as described in Section D.

EXHIBIT A

CERTIFICATE TO AMEND SPECIAL TAX

CSCDA CFD No. 2015-02 TAX REDUCTION CERTIFICATE

1. Pursuant to Sections C and D of the Rate and Method of Apportionment, as attached to the Notice of Special Tax Lien, recorded in the Official Records of the County of Kern as Instrument No. XXXXXX on MM/DD/YYYY, the California Statewide Communities Development Authority ("CSCDA") hereby reduces the Maximum Special Taxes for Developed Property within CFD No. 2015-02 set forth in Table 1 of the Rate and Method of Apportionment for CFD No. 2015-02.

The information in Table 1 relating to the Maximum Special Tax for Developed Property within CFD No. 2015-02 shall be amended and restated in full as follows:

TABLE 1

**Reduced Maximum Special Taxes for Developed Property CFD No. 2015-02
All Fiscal Years**

Land Use Class	Maximum Special Tax
Non-Residential Property	\$_____ per square foot of Non-Residential Floor Area or \$_____ per Acre, when applied, whichever is greater
Residential Property/Taxable Property Owner Association Property/Taxable Public Property/Undeveloped Property	\$_____ per Acre

2. Upon execution of the certificate by CSCDA and CFD No. 2015-02, CSCDA shall cause an amended notice of special tax lien for CFD No. 2015-02 to be recorded reflecting the modifications set forth herein.

By execution hereof, the undersigned acknowledges, on behalf of CSCDA and CFD No. 2015-02, receipt of this certificate and modification of the Rate and Method of Apportionment as set forth in this certificate.

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By: _____

Date: _____

RESOLUTION NO. 15R-__

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

A RESOLUTION TO INCUR BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES, TO MITIGATE THE IMPACTS OF DEVELOPMENT WITHIN CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2015-02 (RIO BRAVO), CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA

WHEREAS, the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) has duly adopted its Resolution No. 15R-__ (the “Resolution of Intention”) this date, wherein it declared its intention to establish a community facilities district under and pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311) of the Government Code of the State of California (the “Act”), to be known and designated as “California Statewide Communities Development Authority Community Facilities District No. 2015-02 (Rio Bravo), City of Bakersfield, County of Kern, State of California” (the “Community Facilities District”), and to levy a special tax therein to finance the acquisition and construction of certain public facilities (the “Improvements,” as that term is defined in the Resolution of Intention) that will assist in mitigating the impact on the need for public facilities occasioned by new development that has occurred or is expected to occur within the boundaries of the Community Facilities District; and

WHEREAS, the Commission is fully advised in this matter;

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The above recitals are true and correct, and the Commission so finds and determines.

Section 2. The Commission hereby declares that the public convenience and necessity require that a bonded indebtedness be incurred to finance the Improvements. The cost of the Improvements includes incidental expenses for the Improvements comprising the costs of planning and designing the public facilities, together with the costs of environmental evaluations thereof, and all costs associated with the creation of the Community Facilities District, the issuance of bonds, the determination of the amount of any special taxes or the collection or payment of any special taxes and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District, together with any other expenses incidental to the acquisition and construction of the public facilities.

Section 3. The amount of the proposed bonded indebtedness to be incurred to finance the Improvements shall not exceed twenty million dollars (\$20,000,000), which amount includes all costs and estimated costs incidental to, or connected with, the accomplishment of the purpose for which the bonded indebtedness is proposed to be incurred, including, but not limited to, the estimated costs of acquisition of land, rights-of-way, capacity or connection fees, satisfaction of contractual obligations relating to expenses or the advancement of funds for expenses existing at the time the bonds are issued pursuant to the Act, architectural, engineering, inspection, legal, fiscal, and financial consultant fees, bond and other reserve funds, discount fees, interest on any bonds of the Community Facilities District estimated to be due and payable within two (2) years of issuance of the bonds, election costs, and all costs of issuance of the bonds, including, but not limited to, underwriter's discount, fees for bond counsel, costs of obtaining credit ratings, bond insurance premiums, fees for letters of credit, and other credit enhancement costs, and printing costs.

Section 4. Notice is given that Thursday, the 23rd day of July, 2015, at the hour of 10:00 o'clock A.M., at the offices of the California State Association of Counties, at 1100 K Street, Sacramento, California 95814, has been fixed by the Commission as the time and place for a public hearing to be held by the Commission to consider the incurring of the bonded indebtedness to finance the Improvements. At the public hearing, any persons interested, including all taxpayers, property owners and registered voters within the Community Facilities District, may appear and be heard on the proposed debt issuance or on any other matters set forth herein, and they may present any matters relating to the necessity for incurring the bonded indebtedness to finance the Improvements to be secured by a special tax to be levied within the Community Facilities District.

Section 5. Notice of the time and place of the public hearing shall be given by Bond Counsel in the following manner:

(a) A Notice of Public Hearing in the form provided by the Act shall be published once in the *BAKERSFIELD CALIFORNIAN*, a newspaper of general circulation circulated within the area of the Community Facilities District. The publication shall be made pursuant to Section 6061 of the Government Code of the State of California and shall be completed at least seven (7) days prior to the date set for such public hearing; and

(b) A Notice of Public Hearing in the form provided by the Act shall be mailed, first class postage prepaid, to each owner of land, and to each registered voter residing, within the boundaries of the proposed Community Facilities District (to property owners at their addresses as shown on the last equalized assessment roll, and to registered voters at their addresses as shown on the records of the Kern County Registrar of Voters, or in either case as otherwise known to Bond Counsel). The mailing shall be completed at least fifteen (15) days prior to the date set for the public hearing.

Section 6. It is the intention of the Commission that any bonds issued shall be callable (may be redeemed prior to their maturity dates) in accordance with the terms of the Act.

Section 7. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 18th day of June, 2015.

I, the undersigned, a duly appointed and qualified Authorized Signatory of the Commission of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of said Authority at a duly called meeting of the Commission of said Authority held in accordance with law on June 18, 2015.

By: _____

Authorized Signatory
California Statewide Communities
Development Authority

- IX. Statewide Community Infrastructure Program (SCIP) Assessment Districts:
(Scott Carper)
- a. Consider the following resolutions for separate Statewide Community Infrastructure Program (SCIP) Assessment Districts:
 - i. Resolutions of intent to finance the payment of public infrastructure and/or development impact fees, including approval of proposed boundary maps; and
 - ii. Resolutions preliminarily approving engineer's reports, setting public hearings of protests for August 6, 2015, and providing property owner ballots.

STAFF REPORT

PROGRAM:	STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM (“SCIP”)
PURPOSE:	<p>ASSESSMENT DISTRICTS FOR CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA; CITY OF ROSEVILLE, COUNTY OF PLACER; CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE; CITY OF MANTECA, COUNTY OF SAN JOAQUIN; AND COACHELLA VALLEY WATER DISTRICT, CITY OF CATHEDRAL CITY, COUNTY OF RIVERSIDE</p> <p>1. RESOLUTIONS OF INTENTION TO FINANCE THE PAYMENT OF DEVELOPMENT IMPACT FEES AND/OR CAPITAL IMPROVEMENTS, INCLUDING APPROVAL OF PROPOSED BOUNDARY MAP</p> <p>2. RESOLUTIONS PRELIMINARILY APPROVING ENGINEER’S REPORT, SETTING PUBLIC HEARING OF PROTESTS AND PROVIDING PROPERTY OWNER BALLOTS FOR STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICTS.</p>
PRIMARY ACTIVITY:	FINANCE THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC IMPROVEMENTS AND CAPITAL IMPROVEMENTS UNDER SCIP

SCIP has received applications to finance capital improvements and/or development impact fees for public improvements in:

1. City of Brentwood in Contra Costa County;
2. City of Roseville in Placer County;
3. City of Palm Springs in Riverside County;
4. City of Manteca in San Joaquin County;
5. Coachella Valley Water District and City of Cathedral City in Riverside County. Bonds are expected to be issued for a number of pooled assessment districts, including certain of those under consideration today, in the fall of 2015. The Commission is being requested to consider the approval of the following:
 - The resolutions of intention to finance development impact fees and/or capital improvements including the boundary maps prepared by the assessment engineer, David Taussig & Associates;
 - Preliminary approval of the engineer’s reports and setting of the public hearing of protests and mailing of ballots.
 - Setting of the public hearing of protests for August 6, 2015.

Orrick, Herrington & Sutcliffe and CSCDA staff have reviewed the boundary maps, and preliminary engineer’s reports and the resolutions have been prepared by Orrick.

Attachment 1 contains the preliminary engineer’s reports & Attachment 2 contains copies of the

resolutions and their attachments. All final approvals for the issuance of bonds would be brought back to this Commission in the coming months after all proceedings have been completed.

Bella Fiore Project, City of Brentwood

The development impact fees to be financed include fees for water facilities, wastewater facilities, roadways and parks and trails. Fees total \$1,176,000 after the developer's contribution.

Top Golf Project, City of Roseville

The development impact fees to be financed include fees for drainage, local sewer, water connection (domestic and irrigation) traffic mitigation, South Placer Regional Traffic, solid waste, and electric backbone. Fees total \$1,170,681.

Arrive Project, City of Palm Springs

The development impact fees to be financed include fees for central drainage, sewer connection and sewer main. The capital improvements to be financed include onsite sewer, domestic water service, drainage, street improvements, and utilities undergrounding. Fees total \$72,677. Improvements total \$494,300.

Orchard Park (Phase III), City of Manteca

The development impact fees to be financed include fees for well water and water meter installation. The capital improvements to be financed include roadway and street lights, storm drain, sanitary sewer, water, and parks and landscaping. Fees total \$388,607. Improvements total \$1,140,540 after reduction for pre-funded improvements from Phase II.

Campanile Project, City of Cathedral City

The development impact fees to be financed include fees for sewer connection, water system backup facilities and meter installation. Fees total \$1,261,668.

Executive Director Recommendation

In connection with the proposed formation of assessment districts in the cities of Brentwood, Roseville, Palm Springs, Manteca and Cathedral City through the CSCDA SCIP Program, the Executive Director recommends that this Commission:

1. Approve the Resolutions of Intention
2. Approve the Preliminary Engineer's Reports; and
3. Set the public hearing for August 6 at 10:00 a.m. at the League of California Cities.

RESOLUTION NO. 15R-_____

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. 15-01 (CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, CALIFORNIA), APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the “1913 Act”), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the “Code”), the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public improvements (the “Improvement Fees”) as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the proposed Statewide Community Infrastructure Program Assessment District No. 15-01 (City of Brentwood, County of Contra Costa, California) (the “Assessment District”); and

WHEREAS, the Commission finds that the land specially benefited by the financing of the Improvement Fees is shown within the boundaries of the map entitled “Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. 15-01, City of Brentwood, County of Contra Costa, California,” a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated “Statewide Community Infrastructure Program Assessment District No. 15-01 (City of Brentwood, County of Contra Costa, California)”;

WHEREAS, the City of Brentwood is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the “1931 Act”), being Division 4 (commencing with Section 2800) of the Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIID of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the County of Contra Costa within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.

Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

Section 10. The amount of any surplus remaining in the improvement fund after payment of the Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California Statewide Communities Development Authority
this 18th day of June, 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on June 18, 2015.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A

DESCRIPTION OF WORK

The payment of development impact fees levied within the Assessment District, which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES

1. Water Facilities Fee
2. Wastewater Facilities Fee
3. Roadways Fee
4. Parks and Trails Fee

RESOLUTION NO. 15R-_____

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. 15-01 (CITY OF ROSEVILLE, COUNTY OF PLACER, CALIFORNIA), APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the “1913 Act”), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the “Code”), the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public improvements (the “Improvement Fees”) as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the proposed Statewide Community Infrastructure Program Assessment District No. 15-01 (City of Roseville, County of Placer, California) (the “Assessment District”); and

WHEREAS, the Commission finds that the land specially benefited by the financing of the Improvement Fees is shown within the boundaries of the map entitled “Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. 15-01, City of Roseville, County of Placer, California,” a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated “Statewide Community Infrastructure Program Assessment District No. 15-01 (City of Roseville, County of Placer, California)”;

WHEREAS, the City of Roseville is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

Section 12. The above recitals are true and correct.

Section 13. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the “1931 Act”), being Division 4 (commencing with Section 2800) of the Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 14. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIID of the California Constitution.

Section 15. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of

the map in the office of the County Recorder of the County of Placer within fifteen (15) days of the adoption of this resolution.

Section 16. The Commission determines that the cost of financing the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the payment of the Improvement Fees.

Section 17. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 18. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.

Section 19. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 20. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

Section 21. The amount of any surplus remaining in the improvement fund after payment of the Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 22. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California Statewide Communities Development Authority
this 18th day of June, 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on June 18, 2015.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A

DESCRIPTION OF WORK

The payment of development impact fees levied within the Assessment District, which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES

1. Drainage Fee
2. Local Sewer Fee
3. Water Connection Fee (Domestic)
4. Water Connection Fee (Irrigation)
5. Traffic Mitigation Fee
6. South Placer Regional Traffic Fee
7. Solid Waste Fee
8. Electric Backbone Fee

RESOLUTION NO. 15R-_____

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE CAPITAL IMPROVEMENTS AND THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. 15-01 (CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, CALIFORNIA), APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the “1913 Act”), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the “Code”), the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) intends to finance, through its Statewide Community Infrastructure Program, certain capital improvements (the “Improvements”) and the payment of certain development impact fees for public improvements (the “Improvement Fees”) as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the proposed Statewide Community Infrastructure Program Assessment District No. 15-01 (City of Palm Springs, County of Riverside, California) (the “Assessment District”); and

WHEREAS, the Commission finds that the land specially benefited by the financing of the Improvements and the Improvement Fees is shown within the boundaries of the map entitled “Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. 15-01, City of Palm Springs, County of Riverside, California,” a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated “Statewide Community Infrastructure Program Assessment District No. 15-01 (City of Palm Springs, County of Riverside, California)”;

WHEREAS, the City of Palm Springs is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the “1931 Act”), being Division 4 (commencing with Section 2800) of the Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIID of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the County of Riverside within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the Improvements and the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the Improvements and payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the financing of the Improvements and the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.

Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

Section 10. The amount of any surplus remaining in the improvement fund after completion of the Improvements and payment of the Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California Statewide Communities Development Authority
this 18th day of June, 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on June 18, 2015.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A

DESCRIPTION OF WORK

The payment of development impact fees levied within the Assessment District and capital improvements (including incidental costs) to be acquired and owned by the City of Palm Springs upon parcels within the Assessment District, which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES

1. Central Drainage Fee
2. Sewer Connection Fee
3. Sewer Main Fee

CAPITAL IMPROVEMENTS

1. Sanitary Sewer Improvements
2. Water Improvements
3. Storm Drain Improvements
4. Street / Roadway Improvements
5. Utilities Undergrounding Improvements

RESOLUTION NO. 15R-_____

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE CAPITAL IMPROVEMENTS AND THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. 15-01 (CITY OF MANTECA, COUNTY OF SAN JOAQUIN, CALIFORNIA), APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the “1913 Act”), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the “Code”), the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) intends to finance, through its Statewide Community Infrastructure Program, certain capital improvements (the “Improvements”) and the payment of certain development impact fees for public improvements (the “Improvement Fees”) as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the proposed Statewide Community Infrastructure Program Assessment District No. 15-01 (City of Manteca, County of San Joaquin, California) (the “Assessment District”); and

WHEREAS, the Commission finds that the land specially benefited by the financing of the Improvements and the Improvement Fees is shown within the boundaries of the map entitled “Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. 15-01, City of Manteca, County of San Joaquin, California,” a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated “Statewide Community Infrastructure Program Assessment District No. 15-01 (City of Manteca, County of San Joaquin, California)”;

WHEREAS, the City of Manteca is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the “1931 Act”), being Division 4 (commencing with Section 2800) of the Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIID of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the County of San Joaquin within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the Improvements and the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the Improvements and payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the financing of the Improvements and the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.

Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

Section 10. The amount of any surplus remaining in the improvement fund after completion of the Improvements and payment of the Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California Statewide Communities Development Authority
this 18th day of June, 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on June 18, 2015.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A

DESCRIPTION OF WORK

The payment of development impact fees levied within the Assessment District and capital improvements (including incidental costs) to be acquired and owned by the City of Manteca upon parcels within the Assessment District, which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES

1. PFIP Well Water Fees, Low Density
2. Water Meter Installation

CAPITAL IMPROVEMENTS

1. Street / Roadway Improvements
2. Storm Drain Improvements
3. Sanitary Sewer Improvements
4. Water Improvements
5. Landscaping

RESOLUTION NO. 15R-_____

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. 15-02 (COACHELLA VALLEY WATER DISTRICT, CITY OF CATHEDRAL CITY, COUNTY OF RIVERSIDE, CALIFORNIA), APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the “1913 Act”), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the “Code”), the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public improvements (the “Improvement Fees”) as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the proposed Statewide Community Infrastructure Program Assessment District No. 15-02 (Coachella Valley Water District, City of Cathedral City, County of Riverside, California) (the “Assessment District”); and

WHEREAS, the Commission finds that the land specially benefited by the financing of the Improvement Fees is shown within the boundaries of the map entitled “Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. 15-02, Coachella Water District, City of Cathedral City, County of Riverside, California,” a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated “Statewide Community Infrastructure Program Assessment District No. 15-02 (Coachella Valley Water District, City of Cathedral City, County of Riverside, California)”;

WHEREAS, the Coachella Valley Water District and the City of Cathedral City are each members of the Authority and have approved the adoption on their behalf of this Resolution of Intention and have consented to the levy of the assessments in the Assessment District;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the “1931 Act”), being Division 4 (commencing with Section 2800) of the Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIID of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the County of Riverside within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.

Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

Section 10. The amount of any surplus remaining in the improvement fund after payment of the Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California Statewide Communities Development Authority
this 18th day of June, 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on June 18, 2015.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A

DESCRIPTION OF WORK

The payment of development impact fees levied within the Assessment District, which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES

1. Sewer Fee
2. Water Facilities Fee
3. ¾" Meter Fee

RESOLUTION NO. 15R-_____

**RESOLUTION PRELIMINARILY APPROVING ENGINEER'S REPORT,
SETTING DATE FOR PUBLIC HEARING OF PROTESTS AND PROVIDING
FOR PROPERTY OWNER BALLOTS FOR CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY STATEWIDE COMMUNITY
INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. 15-01 (CITY
OF BRENTWOOD, COUNTY OF CONTRA COSTA, CALIFORNIA)**

WHEREAS, at the direction of this Commission, David Taussig & Associates, as Engineer of Work for improvement proceedings in California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. 15-01 (City of Brentwood, County of Contra Costa, California) has filed with the Authority the report described in Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913, hereafter in this resolution referred to as the "Act"), and containing the matters required by Article XIID of the California Constitution ("Article XIID"), and it is appropriate for this Commission to preliminarily approve said report and to schedule the public hearing of protests respecting said report.

NOW, THEREFORE, THE COMMISSION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY HEREBY FINDS, DETERMINES AND RESOLVES as follows:

Section 1. The foregoing recital is true and correct, and this Commission so finds and determines.

Section 2. This Commission preliminarily approves the report without modification, for the purpose of conducting a public hearing of protests as provided in the Act, Article XIID, and Section 53753 of the California Government Code ("Section 53753"). Said report shall stand as the report for the purpose of all subsequent proceedings under the Act and Section 53753, except that it may be confirmed, modified, or corrected as provided in the Act.

Section 3. This Commission hereby sets 10:00 a.m., or as soon thereafter as the matter may be heard, on August 6, 2015, at the office of the League of California Cities, 1400 K Street, 3rd Floor, Sacramento, California, as the time and place for a public hearing of protests to the proposed financing of development impact fees, the proposed levy of assessments, the amounts of individual assessments, and related matters as set forth in said report, and any interested person may appear and object to said financing of development impact fees, or to the extent of said assessment district or to said proposed assessment.

Section 4. Staff is hereby directed to cause a notice of said public hearing to be given by mailing notices thereof, together with assessment ballots, in the time, form and manner provided by Section 53753, and upon the completion of the mailing of said notices and assessment ballots, staff is hereby directed to file with the Engineer of Work an affidavit setting forth the time and manner of the compliance with the requirements of law for mailing said notices and assessment ballots.

Section 5. David Taussig & Associates, Engineer of Work, 2250 Hyde Street, 5th Floor, San Francisco, California 94109, (800) 969-4382, is hereby designated to answer inquiries regarding the report and the protest proceedings.

PASSED AND ADOPTED by the California Statewide Communities Development Authority
this 18th day of June, 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on June 18, 2015.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

RESOLUTION NO. 15R-_____

**RESOLUTION PRELIMINARILY APPROVING ENGINEER'S REPORT,
SETTING DATE FOR PUBLIC HEARING OF PROTESTS AND PROVIDING
FOR PROPERTY OWNER BALLOTS FOR CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY STATEWIDE COMMUNITY
INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. 15-01 (CITY
OF ROSEVILLE, COUNTY OF PLACER, CALIFORNIA)**

WHEREAS, at the direction of this Commission, David Taussig & Associates, as Engineer of Work for improvement proceedings in California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. 15-01 (City of Roseville, County of Placer, California) has filed with the Authority the report described in Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913, hereafter in this resolution referred to as the "Act"), and containing the matters required by Article XIID of the California Constitution ("Article XIID"), and it is appropriate for this Commission to preliminarily approve said report and to schedule the public hearing of protests respecting said report.

NOW, THEREFORE, THE COMMISSION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY HEREBY FINDS, DETERMINES AND RESOLVES as follows:

Section 1. The foregoing recital is true and correct, and this Commission so finds and determines.

Section 2. This Commission preliminarily approves the report without modification, for the purpose of conducting a public hearing of protests as provided in the Act, Article XIID, and Section 53753 of the California Government Code ("Section 53753"). Said report shall stand as the report for the purpose of all subsequent proceedings under the Act and Section 53753, except that it may be confirmed, modified, or corrected as provided in the Act.

Section 3. This Commission hereby sets 10:00 a.m., or as soon thereafter as the matter may be heard, on August 6, 2015, at the office of the League of California Cities, 1400 K Street, 3rd Floor, Sacramento, California, as the time and place for a public hearing of protests to the proposed financing of development impact fees, the proposed levy of assessments, the amounts of individual assessments, and related matters as set forth in said report, and any interested person may appear and object to said financing of development impact fees, or to the extent of said assessment district or to said proposed assessment.

Section 4. Staff is hereby directed to cause a notice of said public hearing to be given by mailing notices thereof, together with assessment ballots, in the time, form and manner provided by Section 53753, and upon the completion of the mailing of said notices and assessment ballots, staff is hereby directed to file with the Engineer of Work an affidavit setting forth the time and manner of the compliance with the requirements of law for mailing said notices and assessment ballots.

Section 5. David Taussig & Associates, Engineer of Work, 2250 Hyde Street, 5th Floor, San Francisco, California 94109, (800) 969-4382, is hereby designated to answer inquiries regarding the report and the protest proceedings.

PASSED AND ADOPTED by the California Statewide Communities Development Authority
this 18th day of June, 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on June 18, 2015.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

RESOLUTION NO. 15R-_____

**RESOLUTION PRELIMINARILY APPROVING ENGINEER'S REPORT,
SETTING DATE FOR PUBLIC HEARING OF PROTESTS AND PROVIDING
FOR PROPERTY OWNER BALLOTS FOR CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY STATEWIDE COMMUNITY
INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. 15-01 (CITY
OF PALM SPRINGS, COUNTY OF RIVERSIDE, CALIFORNIA)**

WHEREAS, at the direction of this Commission, David Taussig & Associates, as Engineer of Work for improvement proceedings in California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. 15-01 (City of Palm Springs, County of Riverside, California) has filed with the Authority the report described in Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913, hereafter in this resolution referred to as the "Act"), and containing the matters required by Article XIID of the California Constitution ("Article XIID"), and it is appropriate for this Commission to preliminarily approve said report and to schedule the public hearing of protests respecting said report.

NOW, THEREFORE, THE COMMISSION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY HEREBY FINDS, DETERMINES AND RESOLVES as follows:

Section 1. The foregoing recital is true and correct, and this Commission so finds and determines.

Section 2. This Commission preliminarily approves the report without modification, for the purpose of conducting a public hearing of protests as provided in the Act, Article XIID, and Section 53753 of the California Government Code ("Section 53753"). Said report shall stand as the report for the purpose of all subsequent proceedings under the Act and Section 53753, except that it may be confirmed, modified, or corrected as provided in the Act.

Section 3. This Commission hereby sets 10:00 a.m., or as soon thereafter as the matter may be heard, on August 6, 2015, at the office of the League of California Cities, 1400 K Street, 3rd Floor, Sacramento, California, as the time and place for a public hearing of protests to the proposed financing of development impact fees and public capital improvements, the proposed levy of assessments, the amounts of individual assessments, and related matters as set forth in said report, and any interested person may appear and object to said financing of development impact fees and/or public capital improvements, or to the extent of said assessment district or to said proposed assessment.

Section 4. Staff is hereby directed to cause a notice of said public hearing to be given by mailing notices thereof, together with assessment ballots, in the time, form and manner provided by Section 53753, and upon the completion of the mailing of said notices and assessment ballots, staff is hereby directed to file with the Engineer of Work an affidavit setting forth the time and manner of the compliance with the requirements of law for mailing said notices and assessment ballots.

Section 5. David Taussig & Associates, Engineer of Work, 2250 Hyde Street, 5th Floor, San Francisco, California 94109, (800) 969-4382, is hereby designated to answer inquiries regarding the report and the protest proceedings.

PASSED AND ADOPTED by the California Statewide Communities Development Authority
this 18th day of June, 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on June 18, 2015.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

RESOLUTION NO. 15R-_____

**RESOLUTION PRELIMINARILY APPROVING ENGINEER'S REPORT,
SETTING DATE FOR PUBLIC HEARING OF PROTESTS AND PROVIDING
FOR PROPERTY OWNER BALLOTS FOR CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY STATEWIDE COMMUNITY
INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. 15-01 (CITY
OF MANTECA, COUNTY OF SAN JOAQUIN, CALIFORNIA)**

WHEREAS, at the direction of this Commission, David Taussig & Associates, as Engineer of Work for improvement proceedings in California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. 15-01 (City of Manteca, County of San Joaquin, California) has filed with the Authority the report described in Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913, hereafter in this resolution referred to as the "Act"), and containing the matters required by Article XIID of the California Constitution ("Article XIID"), and it is appropriate for this Commission to preliminarily approve said report and to schedule the public hearing of protests respecting said report.

NOW, THEREFORE, THE COMMISSION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY HEREBY FINDS, DETERMINES AND RESOLVES as follows:

Section 1. The foregoing recital is true and correct, and this Commission so finds and determines.

Section 2. This Commission preliminarily approves the report without modification, for the purpose of conducting a public hearing of protests as provided in the Act, Article XIID, and Section 53753 of the California Government Code ("Section 53753"). Said report shall stand as the report for the purpose of all subsequent proceedings under the Act and Section 53753, except that it may be confirmed, modified, or corrected as provided in the Act.

Section 3. This Commission hereby sets 10:00 a.m., or as soon thereafter as the matter may be heard, on August 6, 2015, at the office of the League of California Cities, 1400 K Street, 3rd Floor, Sacramento, California, as the time and place for a public hearing of protests to the proposed financing of development impact fees and public capital improvements, the proposed levy of assessments, the amounts of individual assessments, and related matters as set forth in said report, and any interested person may appear and object to said financing of development impact fees and/or public capital improvements, or to the extent of said assessment district or to said proposed assessment.

Section 4. Staff is hereby directed to cause a notice of said public hearing to be given by mailing notices thereof, together with assessment ballots, in the time, form and manner provided by Section 53753, and upon the completion of the mailing of said notices and assessment ballots, staff is hereby directed to file with the Engineer of Work an affidavit setting forth the time and manner of the compliance with the requirements of law for mailing said notices and assessment ballots.

Section 5. David Taussig & Associates, Engineer of Work, 2250 Hyde Street, 5th Floor, San Francisco, California 94109, (800) 969-4382, is hereby designated to answer inquiries regarding the report and the protest proceedings.

PASSED AND ADOPTED by the California Statewide Communities Development Authority
this 18th day of June, 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on June 18, 2015.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

RESOLUTION NO. 15R-_____

**RESOLUTION PRELIMINARILY APPROVING ENGINEER'S REPORT,
SETTING DATE FOR PUBLIC HEARING OF PROTESTS AND PROVIDING
FOR PROPERTY OWNER BALLOTS FOR CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY STATEWIDE COMMUNITY
INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. 15-02
(COACHELLA VALLEY WATER DISTRICT, CITY OF CATHEDRAL CITY,
COUNTY OF RIVERSIDE, CALIFORNIA)**

WHEREAS, at the direction of this Commission, David Taussig & Associates, as Engineer of Work for improvement proceedings in California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. 15-02 (Coachella Valley Water District, City of Cathedral City, County of Riverside, California) has filed with the Authority the report described in Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913, hereafter in this resolution referred to as the "Act"), and containing the matters required by Article XIID of the California Constitution ("Article XIID"), and it is appropriate for this Commission to preliminarily approve said report and to schedule the public hearing of protests respecting said report.

NOW, THEREFORE, THE COMMISSION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY HEREBY FINDS, DETERMINES AND RESOLVES as follows:

Section 1. The foregoing recital is true and correct, and this Commission so finds and determines.

Section 2. This Commission preliminarily approves the report without modification, for the purpose of conducting a public hearing of protests as provided in the Act, Article XIID, and Section 53753 of the California Government Code ("Section 53753"). Said report shall stand as the report for the purpose of all subsequent proceedings under the Act and Section 53753, except that it may be confirmed, modified, or corrected as provided in the Act.

Section 3. This Commission hereby sets 10:00 a.m., or as soon thereafter as the matter may be heard, on August 6, 2015, at the office of the League of California Cities, 1400 K Street, 3rd Floor, Sacramento, California, as the time and place for a public hearing of protests to the proposed financing of development impact fees, the proposed levy of assessments, the amounts of individual assessments, and related matters as set forth in said report, and any interested person may appear and object to said financing of development impact fees, or to the extent of said assessment district or to said proposed assessment.

Section 4. Staff is hereby directed to cause a notice of said public hearing to be given by mailing notices thereof, together with assessment ballots, in the time, form and manner provided by Section 53753, and upon the completion of the mailing of said notices and assessment ballots, staff is hereby directed to file with the Engineer of Work an affidavit setting forth the time and manner of the compliance with the requirements of law for mailing said notices and assessment ballots.

Section 5. David Taussig & Associates, Engineer of Work, 2250 Hyde Street, 5th Floor, San Francisco, California 94109, (800) 969-4382, is hereby designated to answer inquiries regarding the report and the protest proceedings.

PASSED AND ADOPTED by the California Statewide Communities Development Authority
this 18th day of June, 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on June 18, 2015.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

PRELIMINARY

ENGINEER'S REPORT

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**



**ASSESSMENT DISTRICT No. 15-01
CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA**

BEGINNING FISCAL YEAR 2015-2016

INTENT MEETING: JUNE 18, 2015

PUBLIC HEARING: AUGUST 6, 2015

Prepared by

DAVID TAUSSIG & ASSOCIATES, INC.
2250 Hyde Street, 5th Floor
San Francisco, California 94109
(800) 969-4382

Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

Newport Beach
Riverside
San Francisco
San Jose
Dallas, TX

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

Scott Carper
California Statewide Communities Development Authority

PROFESSIONAL SERVICES

UNDERWRITER
Robert Williams
RBC Capital Markets Corporation

BOND COUNSEL
John Knox, Esq.
Orrick, Herrington & Sutcliffe LLP

PROGRAM ADMINISTRATOR
Vo Nguyen
BLX Group, LLC

ASSESSMENT ENGINEERING
Nathan D. Perez, Esq.
Stephen A. Runk, P.E.
David Taussig & Associates, Inc.

TABLE OF CONTENTS

SECTION	PAGE
I CERTIFICATES	1
II ENGINEER'S REPORT	2
III DESCRIPTION OF WORK	3
IV PLANS AND SPECIFICATIONS.....	5
V COST ESTIMATE	6
VI ASSESSMENT ROLL	7
VII(A) METHOD OF ASSESSMENT.....	8
VII(B) SPECIAL BENEFIT	9
VII(B)(1) DEVELOPMENT IMPACT FEES.....	9
VII(B)(2) CAPITAL IMPROVEMENTS	10
VII(C) APPORTIONMENT	10
VII(D) CONCLUSION	11
VIII ASSESSMENT DIAGRAM/BOUNDARY MAP	12
IX ADMINISTRATION	14
X DEBT LIMITATION REPORT	15

APPENDICES

Appendix A: ASSESSMENT ROLL

The undersigned respectfully submits the enclosed Engineer's Report as directed by the Commission of the California Statewide Communities Development Authority.

Date: _____, 2015

David Taussig & Associates, Inc.

By: _____
Stephen A. Runk, P.E.
License Number: C23473

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was filed with me on the _____ day of _____, 2015.

By: _____
Assistant to Secretary of the Authority,
California Statewide Communities
Development Authority

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was approved and confirmed by the Commission of the California Statewide Communities Development Authority on the _____ day of _____, 2015.

By: _____
Assistant to Secretary of the Authority,
California Statewide Communities
Development Authority

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was recorded in my office on the _____ day of _____, 2015.

By: _____
Superintendent of Streets of the Authority,
California Statewide Communities
Development Authority

David Taussig & Associates, Inc., Assessment Engineer for the California Statewide Communities Development Authority (the "Authority") (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Brentwood, County of Contra Costa, California) hereinafter referred to as "District," makes this report (hereinafter "Engineer's Report" or "Report"), as directed by the Commission of the Authority, in accordance with the Resolution of Intention, Resolution No. _____, and pursuant to Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913) and Article XIID of the California Constitution, which was added in November 1996 through the passage of Proposition 218 by voters of the State of California.

The fees which are the subject of this Report are briefly described as follows:

A. Impact Fees & Facilities Benefit Assessments

- 1 Water Facilities Fee (*Resolution No. 2015-67, adopted April 28, 2015, effective July 1, 2015*) – Provides for the expansion of production, storage, transmission, treatment, and distribution facilities in the water utility as specified in the City's Infrastructure Master Plans and Development Fee Program.
- 2 Wastewater Facilities Fee (*Resolution No. 2015-67, adopted April 28, 2015, effective July 1, 2015*) – Provides for the expansion of collection and treatment capacities in the wastewater utility as specified in the City's Infrastructure Master Plan and Development Fee Program.
- 3 Roadways Fee (*Resolution No. 2015-67, adopted April 28, 2015, effective July 1, 2015*) – Provides for traffic improvements necessary to accommodate the increase in traffic generated by new development as specified in the City's General Plan (Circulation Element) and the Development Fee Program.
- 4 Parks and Trails Fee (*Resolution No. 2015-67, adopted April 28, 2015, effective July 1, 2015*) – Provides for the acquisition and development of parks as specified in the City's Parks, Trails, and Recreation Master Plan and Development Fee Program.

At this time, there are no capital improvements which are the subject of this Report.

Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12.00%) shall be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall not mature more than twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

This Report includes the following sections:

Plans and Specifications – Plans and specifications for improvements to be constructed. Plans and specifications are a part of this Report whether or not separately bound.

Cost Estimate – An estimate of the cost of the improvements.

Assessment Roll – An assessment roll, showing the amount to be assessed against each parcel of real property within this Assessment District and the names and addresses of the property owners. An Assessor's Parcel number or other designation describes each parcel. Each parcel is also assigned an "assessment number" that links the Roll to the Diagram.

Method of Assessment – A statement of the method by which the Assessment Engineer determined the amount to be assessed against each parcel, based on special benefits to be derived by each parcel from the improvements.

Assessment Diagram – A diagram showing all of the parcels of real property to be assessed within this Assessment District. The diagram corresponds with the Assessment Roll by assessment number.

Administration/Maximum Annual Administrative Cost Add-on – Proposed maximum annual assessment per parcel for current costs and expenses.

Debt Limitation Report – A debt limitation report showing compliance with Part 7.5 of Division 4 of the Streets and Highways Code.

The plans, specifications, and studies of the improvements and impact fees for this District are voluminous and will not be bound in this Report, but by this reference are incorporated as if attached to this Report. The plans and specifications are on file with the City of Brentwood and/or the County of Contra Costa, California.

Summary Cost Estimate

The estimated costs of the fees and improvements have been calculated and are shown below along with other bond financing costs. All fee information has been provided to DTA by the project proponents, the City of Brentwood, and the SCIP Program Administrator.

Cost Estimate City of Brentwood, County of Contra Costa - Bella Fiore					
Description	Development Impact Fees	Special Benefit Apportioned to Project	Total Amount (\$)	Amounts Pre-Paid by & Reimbursable to Developer	Amount Funded to Agency
Bella Fiore Impact Fees					
Water Facilities Fee	\$831,212	100%	\$831,212	\$0	\$831,212
Wastewater Facilities Fee	\$543,505	100%	\$543,505	\$0	\$543,505
Roadways Fee	\$1,098,222	100%	\$1,098,222	TBD	\$1,098,222
Parks and Trails Fee	\$775,754	100%	\$775,754	TBD	\$775,754
Developer's Contribution	(\$2,072,694)	100%	(\$2,072,694)	TBD	(\$2,072,694)
Subtotal	\$1,176,000	NA	\$1,176,000	\$0	\$1,176,000
Professional Services					
Assessment Engineer	\$6,600	100%	\$6,600	\$0	\$6,600
Appraiser	\$5,000	100%	\$5,000	\$0	\$5,000
SCIP Program Administrator	\$5,000	100%	\$5,000	\$0	\$5,000
Administration/Expense Fund	\$0	100%	\$0	\$0	\$0
Subtotal	\$16,600	NA	\$16,600	\$0	\$1,192,600
Financing Costs					
Bond Reserve Fund	8.00%		\$121,632	-	-
Capitalized Interest	8.00%		\$121,632	-	-
Legal	1.50%		\$22,806	-	-
Issuer	1.50%		\$22,806	-	-
Underwriter	2.50%		\$38,010	-	-
Contingency	0.06%		\$912	-	-
Subtotal	21.56%		\$327,798	-	-
Total Assessment			\$1,520,398		

An assessment of the total amount of the costs and expenses of the fees upon the subdivisions of land within the Assessment District, in proportion to the estimated special benefit to be received by the subdivisions from the Impact Fees and Improvements, is set forth upon the following Assessment Roll filed with and made part of this Report.

The Assessment Roll, provided below, lists the Assessor's Parcel numbers within this Assessment District by assessment number. The assessment numbers appearing on the Assessment Roll correspond with the subdivisions and parcels of land and their current numbers shown on the Boundary Map. The names and addresses of the property owners are as shown on the last equalized assessment roll for taxes or as known to the Secretary of the Authority.

All parcel information has been provided to DTA by the project proponents, the County of Contra Costa Assessor, and the SCIP Program Administrator.

Assessment Roll							
City of Brentwood, County of Contra Costa - Bella Fiore							
Assessment No.	Project	Assessor Parcel Number	Assessed Value	Acreage	Owner & Address	Preliminary Assessment	Final Assessment
1	Bella Fiore	019-040-067-1	\$111,398	9.09	MREC Bella Fiore LLC 1671 E Monte Vista Ave #N-214, Vacaville, CA 95688	\$1,085,998	
2	Bella Fiore	019-040-050-7	\$526,492	3.45	MREC Bella Fiore LLC 1671 E Monte Vista Ave #N-214, Vacaville, CA 95688	\$341,314	
3	Bella Fiore	019-040-051-5	\$431,951	0.95	MREC Bella Fiore LLC 1671 E Monte Vista Ave #N-214, Vacaville, CA 95688	\$93,086	
Total			\$1,069,841	13.49		\$1,520,398	

A. Background

Assessment District jurisprudence requires that assessments levied pursuant to the Municipal Improvement Act of 1913 be based on the “special benefit” properties receive from the Works of Improvement (i.e., Impact Fees and Capital Improvements). However, the law does not specify the method or formula that should be used to apportion the assessments in Assessment District proceedings. In addition, Article XIID of the California Constitution, added in November 1996 through the passage of Proposition 218 by voters of the State of California, requires, inter alia, that (i) only special benefits be assessable, (ii) no assessment may exceed the proportional special benefit conferred on the parcel assessed, and (iii) publicly owned parcels shall not be exempt from assessment unless clear and convincing evidence demonstrates that such publicly owned parcels receive no special benefits from the improvements for which the assessment is levied.

“Special benefit” is a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large. Importantly, the general enhancement of property value does not constitute special benefit. As such, this Engineer’s Report has been designed to comply with these requirements, as well as to incorporate recent California court decisions such as: *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* (2008), *Beutz v. County of Riverside* (2010), *Golden Hills Neighborhood Association v. City of San Diego* (2011), and *Concerned Citizens v. West Point Fire Protection District* (2011).

Methodologically, it is necessary and essential to identify the special benefit that the Impact Fees, Capital Improvements, and related improvements will render to the properties within the District. It is also necessary that the properties receive a special and direct benefit as distinguished from benefit to the general public.

All costs associated with the financing of Impact Fees and Capital Improvements are to be fairly distributed among the lots and parcels within the District based upon the special benefit received by each lot and parcel. Additionally, in compliance with the California Constitution Article XIID Section 4, each lot’s and parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred upon it. In sum, each of the properties benefiting from the Impact Fees, Capital Improvements, and related improvements proposed for Assessment District No. 15-01 will be assessed only for the special benefit conferred on such properties.

The Assessment Engineer is appointed for the purpose of analyzing the facts and determining the method and formula for apportionment of the assessment obligation to the benefited properties. For these proceedings, the Authority has retained the firm of David Taussig & Associates, Inc. as the Assessment Engineer.

The Assessment Engineer makes his or her recommendation for the method of apportionment in this Engineer’s Report for consideration at the public hearing. The final authority and action rests with the Authority after hearing all testimony and evidence presented at the public hearing and the tabulation of the assessment ballots. Upon conclusion of the public hearing,

the Authority must make the final action in determining that the assessment has been made in direct proportion to the special benefit received. Ballot tabulation will then be completed, and if a majority of ballots received, weighted by assessment amount, do not protest the assessment, then the Authority may establish the Assessment District.

B. Special Benefit

1. Development Impact Fees

Impact fees are a form of monetary exaction on new development which must be paid as a condition of development approval. Impact fees are neither taxes nor special assessments, nor are these fees permitted to cover ongoing operations and maintenance costs. Because impact fees are collected during the development approval process, the fees are typically paid by developers, builders, or other property owners that are seeking to develop property. In this manner, developers, builders, and property owners pay their “fair share” of needed capital facilities.

The authority of local governments to impose impact fees on development is derived from their police power to protect the health and welfare of citizens under the California Constitution (Article 11, Section 7). Development impact fees were enacted under Assembly Bill 1600 by the California Legislature in 1987 and codified under California Government Code §66000 *et. seq.*, also referred to as the California Mitigation Fee Act (the “Act” or “AB 1600”). Furthermore, the California Mitigation Fee Act provides a prescriptive guide to establishing and administering impact fees based on constitutional and decisional law. Again, Government Code, §65913.8 precludes the use of development fees to fund maintenance or services, with limited exceptions for very small improvements and certain temporary measures needed by certain special districts.

The use of development impact fees to finance public facilities necessary to accommodate new growth is a concept that has been used by cities, counties, and public agencies throughout California. The rationale for charging impact fees is based on the premise that new development should pay its “fair share” of the costs associated with growth. Notably, certain fees levied for utility systems are considered capital charges for the privilege of connection to the utility system (hookup fees) and are charged under different legal authority. All capital impact fees and connection charges that are being paid to finance capital improvements and included in this Engineer’s Report provide direct and special benefit to the properties for which the development impact fees or connection charges are being paid by ultimately allowing for the orderly development of those parcels.

Additionally, it is critical that all fees meet the nexus requirements promulgated under AB 1600 to ensure that they are clearly justifiable and defensible. In order to impose a fee as a condition for a development project, the underlying methodology must accomplish the following:

- *Identify the purpose of the fee.*
- *Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities must be identified.*
- *Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.*
- *Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is being imposed.*
 - *Implicit in these requirements is a stipulation that a public agency cannot impose a fee to cure existing deficiencies in public facilities or improve public facilities beyond what is required based on the specific impacts of new development.*

Accordingly, the finding and allocation of “special benefit” present in this Engineer’s Report is also predicated on the AB 1600 Nexus Studies previously developed for each of the fees outlined in Section III, under the principle that the above AB 1600 “fair share” requirements also comprehensively demonstrate 100% “special benefit.” These AB 1600 Nexus Studies are voluminous and will not be bound in this Report, but by this reference are incorporated as if attached to this Report. The plans and specifications related to the public improvements funded by these impact and connection fees are on file with the City of Brentwood, the County of Contra Costa, California, and/or associated public agencies in the region.

2. Capital Improvements

The construction of public infrastructure improvements is typically necessary as a condition of approval to develop a property. Where applicable, the developer is installing these public facilities, which are necessary for the ultimate completion of the projects. However, at this time, there are no capital improvements which are the subject of this Report.

C. Apportionment

The assessments for this development will be apportioned on the three (3) residential lots indicated on the recorded tract maps and Assessor’s Parcel maps for the project. The assessments for the District may be subject to further apportionment since the property may experience lot line adjustments and/or re-subdivisions as properties are sold or lots and parcels are created. Upon recordation of subdivision, parcel or lot line adjustment maps, the assessment for the newly created parcels will be apportioned as described on the following pages.

1. Benefiting Properties within the District

At the time this Report was prepared, the development comprising this District consisted of three (3) residential parcels, which encompass a current total acreage of 13.49 acres across the following Assessor's Parcels: 019-040-067-1, 019-040-050-7, and 019-040-051-5.

Each parcel will have certain improvements funded through SCIP and will be assessed for such improvements financed through the District. At the time this Report was prepared, a "Bella Fiore" final map had not yet been recorded and the development not yet fully parcelized. If land uses change or the existing parcels are re-subdivided, the assessment may be allocated to each new assessor's parcels in proportion to the original assessment based on the net acreage of each new assessor's parcel.

2. Benefit Analysis

The method of apportionment established for the development reflects the proportional special benefit that each property receives from the levied development impact fees. The impact fees are imposed on a per lot basis and the fees are in turn based on a Nexus study that also incorporates the principles of strict proportionality and fairness and is required to identify and apportion only direct benefits related to the benefit area defined. The per parcel fee, by definition, is the fair share contribution of the parcel to mitigate the impact of that parcel on the defined public facilities. Therefore, with regard to this assessment, the impact fee component of this assessment is considered to be 100% special benefit.

The assessments for this development will be placed onto the currently existing Assessor's Parcels on which the development is located.

D. Conclusion

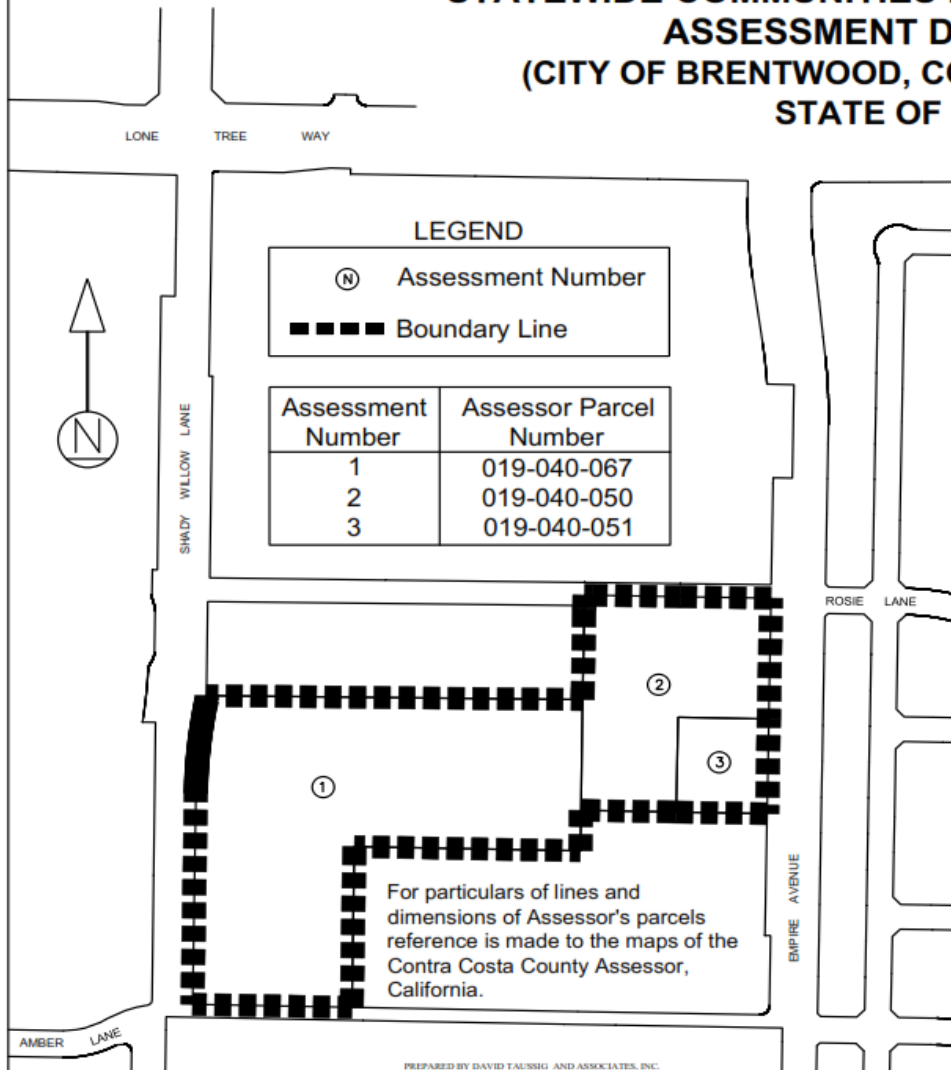
In conclusion, it is the Assessment Engineer's opinion that the assessments for the California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Brentwood, County of Contra Costa, California) are allocated in accordance with the direct and special benefit which the land receives from the Works of Improvement, herein defined as Improvements and Impact Fees and identified in Section V, in compliance with the requirements of Article XIID of the California Constitution.

A Boundary Map showing the Assessment District, including the boundaries and dimensions of the parcels, lots, or subdivisions of land within the Assessment District as they existed at the time of the passage of the Resolution of Intention, will be filed and recorded at the County of Contra Costa Recorder's office (Document No: _____). Each of the subdivisions of land, parcels, or lots has been given a separate number on the Boundary Map that corresponds with the assessment number shown on the Assessment Roll.

The Assessment Diagram will be filed with the Final Engineer's Report at the time of the passage of the Resolution of Formation.

SHEET 1 OF 1

**PROPOSED BOUNDARIES OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITIES INFRASTRUCTURE PROGRAM
ASSESSMENT DISTRICT NO. 15-01
(CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA)
STATE OF CALIFORNIA**



Filed this _____ day of _____, 201____, at the hour of _____ o'clock _____ m., in book _____ of Maps of Assessment and Community Facilities Districts at page _____ in the office of the Recorder of the County of Contra Costa, State of California.

By Deputy,
County Recorder, County of Contra Costa

Recorded in the office of the Superintendent of Streets of the Commission of the California Statewide Communities Development Authority on the _____ day of _____, 201____.

Superintendent of Streets
California Statewide Communities Development Authority

I hereby certify that the within map showing proposed boundaries of California Statewide Communities Development Authority Statewide Communities Infrastructure Program Assessment District No. 15-01 (County of Contra Costa), State of California, was approved by the Commission of the California Statewide Communities Development Authority at a regular meeting thereof, held on the _____ day of _____, 201____, by its resolution No. _____.

Secretary of the Authority
California Statewide Communities Development Authority

In addition to or as a part of the assessment lien levied against each parcel of land within the District, each parcel of land shall also be subject to an annual administrative cost add-on to pay costs incurred by the Authority and not otherwise reimbursed which results from the administration and collection of assessments or from the administration or registration of any bonds and/or reserve or other related funds. The maximum total amount of such annual administrative cost add-on for the Assessment District will not exceed five percent (5.00%) of the initial annual principal and interest amount, subject to an increase annually by the positive change, if any, in the consumer price index (CPI) for the San Francisco-Oakland-San Jose area. Each parcel's share of the administrative cost add-on shall be computed based on the parcel's proportionate share of its annual assessment.

(Compliance with Part 7.5 of Division 4 of the Streets and Highways Code)

Pursuant to Sections 2960, 2961 and 10200 of the Streets and Highways Code, the Commission of the California Statewide Communities Development Authority intends to comply with the requirements of the Special Assessment Investigation, Limitations and Majority Protest Act of 1931 by proceeding under Part 7.5 of Division 4 of the Streets and Highways Code.

We are not aware of any prior assessment liens for the properties located within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Brentwood, County of Contra Costa, California).

The total confirmed assessment liens for California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Brentwood, County of Contra Costa, California) equals \$1,520,398.

The County of Contra Costa's assessed value of the parcels within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Brentwood, County of Contra Costa, California) totals \$1,069,841.

One-half of the assessed value of the parcels within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Brentwood, County of Contra Costa, California) totals \$534,920.

The value-to-lien based on the County of Contra Costa's assessed value for all properties located in the District is 0.70 to 1.

An appraisal is being performed by the firm of Seevers, Jordan and Ziegenmeyer (SJZ) for the appraised value of the parcels located within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Brentwood, County of Contra Costa, California) and will be incorporated into the Final Engineer's Report and/or Official Statement for any bonds to be issued that are secured by the District.

C:\Users\Kelly\Desktop\Desktop Icons and Current Projects\SCIP\SCIP Revised\CSCDA AD No. 15-01 (Contra Costa County) Engineer's Report Preliminary (06.10.2015)_v7.docx

APPENDIX A

Assessment District No. 15-01
California Statewide Communities Development Authority
(Statewide Communities Infrastructure Program)
City of Brentwood, County of Contra Costa
Bella Fiore

Assessment Roll

(Please See Section VI)



Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

2250 Hyde Street, 5th Floor
San Francisco, CA 94109
Phone (800) 969-4382

PRELIMINARY

ENGINEER'S REPORT

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**



**ASSESSMENT DISTRICT No. 15-01
CITY OF ROSEVILLE, COUNTY OF PLACER**

BEGINNING FISCAL YEAR 2015-2016

INTENT MEETING: JUNE 18, 2015

PUBLIC HEARING: AUGUST 6, 2015

Prepared by

DAVID TAUSSIG & ASSOCIATES, INC.
2250 Hyde Street, 5th Floor
San Francisco, California 94109
(800) 969-4382

Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

Newport Beach
Riverside
San Francisco
San Jose
Dallas, TX

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

Scott Carper
California Statewide Communities Development Authority

PROFESSIONAL SERVICES

UNDERWRITER
Robert Williams
RBC Capital Markets Corporation

BOND COUNSEL
John Knox, Esq.
Orrick, Herrington & Sutcliffe LLP

PROGRAM ADMINISTRATOR
Vo Nguyen
BLX Group, LLC

ASSESSMENT ENGINEERING
Nathan D. Perez, Esq.
Stephen A. Runk, P.E.
David Taussig & Associates, Inc.

TABLE OF CONTENTS

SECTION	PAGE
I CERTIFICATES	1
II ENGINEER'S REPORT	2
III DESCRIPTION OF WORK	3
IV PLANS AND SPECIFICATIONS.....	5
V COST ESTIMATE	6
VI ASSESSMENT ROLL	7
VII(A) METHOD OF ASSESSMENT.....	8
VII(B) SPECIAL BENEFIT	9
VII(B)(1) DEVELOPMENT IMPACT FEES.....	9
VII(B)(2) CAPITAL IMPROVEMENTS	10
VII(C) APPORTIONMENT	10
VII(D) CONCLUSION	11
VIII ASSESSMENT DIAGRAM/BOUNDARY MAP	12
IX ADMINISTRATION	14
X DEBT LIMITATION REPORT.....	15

APPENDICES

Appendix A: ASSESSMENT ROLL

The undersigned respectfully submits the enclosed Engineer's Report as directed by the Commission of the California Statewide Communities Development Authority.

Date: _____, 2015

David Taussig & Associates, Inc.

By: _____
Stephen A. Runk, P.E.
License Number: C23473

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was filed with me on the _____ day of _____, 2015.

By: _____
Assistant to Secretary of the Authority,
California Statewide Communities
Development Authority

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was approved and confirmed by the Commission of the California Statewide Communities Development Authority on the _____ day of _____, 2015.

By: _____
Assistant to Secretary of the Authority,
California Statewide Communities
Development Authority

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was recorded in my office on the _____ day of _____, 2015.

By: _____
Superintendent of Streets of the Authority,
California Statewide Communities
Development Authority

David Taussig & Associates, Inc., Assessment Engineer for the California Statewide Communities Development Authority (the "Authority") (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Roseville, County of Placer, California) hereinafter referred to as "District," makes this report (hereinafter "Engineer's Report" or "Report"), as directed by the Commission of the Authority, in accordance with the Resolution of Intention, Resolution No. _____, and pursuant to Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913) and Article XIID of the California Constitution, which was added in November 1996 through the passage of Proposition 218 by voters of the State of California.

The fees which are the subject of this Report are briefly described as follows:

A. Impact Fees & Facilities Benefit Assessments

- 1 Drainage Fee (*Ord. 4433 § 1, 2006; Ord. 2399 § 1, 1991; Ord. 2617 § 1, 1992.*) – Fee is required for all new construction that occurs within the Dry Creek Watershed Assessment Zone or the Pleasant Grove Creek Watershed Assessment Zone. These Assessment Zones are further broken down into sub-zones or sub-areas for which fees vary. The establishment of the fee is for the purpose of obtaining funds for capital projects, necessary to maintain service required by the General Plan within existing service areas and existing portions of the City which are developed or for which land use has already been granted.
- 2 Local Sewer Fee – Fee is assessed for each sewer unit required within the City limits connected to the City-owned public sewer.
- 3 Water Connection Fee (Domestic) – Fee is applicable for all new water service connections within the City limits and is based upon the service needed for the development and the corresponding Dwelling Unit Equivalent (DUE). The fee is a flat rate per DUE required; domestic line sizes are based on the size at the point of connection to the meter.
- 4 Water Connection Fee (Irrigation) – Fee is applicable to multi-family, commercial, or industrial properties only and is based upon the service needed for the development and the corresponding Dwelling Unit Equivalent (DUE). The fee is a flat rate per DUE required; irrigation line sizes are based on the size at the point of connection to the meter.
- 5 Traffic Mitigation Fee (*Ord. 2177 § 1, 1989.*) – Fee applies to all new development in the City. Notably, the developers in Specific Plan Areas have built, or will construct, more than the minimum amount of improvements from their funds and will receive a credit for those improvements. All fees collected shall be deposited in the traffic mitigation fund and expended solely to finance applicable facilities.
- 6 South Placer Regional Traffic Fee (*Resolution No. 2008-02*) – Fees collected against new development to fund street improvements dedicated to and maintained by the County of Placer.
- 7 Solid Waste Fee – Fee applies to all new single-family and duplex units. This fee is paid to the Solid Waste Division of the Environmental Utilities Department to set-up solid waste service.
- 8 Electric Backbone Fee (*Ord. 5319 § 1, 2014; Ord. 4605 § 1, 2008; Ord. 2393 § 1, 1991.*) – Fee applies to all new customers served by the City's Electric Department and any customer requesting a special service or capacity increase and is based upon a per lot/unit charge. The establishment of the fee is for the purpose of obtaining funds for capital projects, necessary to maintain service required by the general plan within existing service areas and existing portions of the city which are developed or for which land use has already been granted.

At this time, there are no capital improvements which are the subject of this Report.

Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12.00%) shall be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall not mature more than twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

This Report includes the following sections:

Plans and Specifications – Plans and specifications for improvements to be constructed. Plans and specifications are a part of this Report whether or not separately bound.

Cost Estimate – An estimate of the cost of the improvements.

Assessment Roll – An assessment roll, showing the amount to be assessed against each parcel of real property within this Assessment District and the names and addresses of the property owners. An Assessor's Parcel number or other designation describes each parcel. Each parcel is also assigned an "assessment number" that links the Roll to the Diagram.

Method of Assessment – A statement of the method by which the Assessment Engineer determined the amount to be assessed against each parcel, based on special benefits to be derived by each parcel from the improvements.

Assessment Diagram – A diagram showing all of the parcels of real property to be assessed within this Assessment District. The diagram corresponds with the Assessment Roll by assessment number.

Administration/Maximum Annual Administrative Cost Add-on – Proposed maximum annual assessment per parcel for current costs and expenses.

Debt Limitation Report – A debt limitation report showing compliance with Part 7.5 of Division 4 of the Streets and Highways Code.

The plans, specifications, and studies of the improvements and impact fees for this District are voluminous and will not be bound in this Report, but by this reference are incorporated as if attached to this Report. The plans and specifications are on file with the City of Roseville and/or the County of Placer, California.

Summary Cost Estimate

The estimated costs of the fees and improvements have been calculated and are shown below along with other bond financing costs. All fee information has been provided to DTA by the project proponents, the City of Roseville, and the SCIP Program Administrator.

Cost Estimate City of Roseville, County of Placer - Top Golf					
Description	Development Impact Fees	Special Benefit Apportioned to Project	Total Amount (\$)	Amounts Pre-Paid by & Reimbursable to Developer	Amount Funded to Agency
Top Golf Impact Fees					
Drainage Fees	\$63,821	100%	\$63,821	\$0	\$63,821
Local Sewer Fee	\$12,555	100%	\$12,555	\$0	\$12,555
Water Connection Fee - Domestic	\$84,556	100%	\$84,556	\$0	\$84,556
Water Connection Fee - Irrigation	\$38,303	100%	\$38,303	\$0	\$38,303
Traffic Mitigation Fee	\$608,554	100%	\$608,554	\$0	\$608,554
South Placer Regional Traffic Fee	\$215,954	100%	\$215,954	\$0	\$215,954
Solid Waste Fee	\$22,100	100%	\$22,100	\$0	\$22,100
Electric Backbone Fee	\$124,838	100%	\$124,838	\$0	\$124,838
Subtotal	\$1,170,681	NA	\$1,170,681	\$0	\$1,170,681
Professional Services					
Assessment Engineer	\$6,600	100%	\$6,600	\$0	\$6,600
Appraiser	\$5,000	100%	\$5,000	\$0	\$5,000
SCIP Program Administrator	\$5,000	100%	\$5,000	\$0	\$5,000
Administration/Expense Fund	\$0	100%	\$0	\$0	\$0
Subtotal	\$16,600	NA	\$16,600	\$0	\$1,187,281
Financing Costs					
Bond Reserve Fund	8.00%		\$121,089	-	-
Capitalized Interest	8.00%		\$121,089	-	-
Legal	1.50%		\$22,704	-	-
Issuer	1.50%		\$22,704	-	-
Underwriter	2.50%		\$37,840	-	-
Contingency	0.06%		\$908	-	-
Subtotal	21.56%		\$326,336	-	-
Total Assessment			\$1,513,616		

An assessment of the total amount of the costs and expenses of the fees upon the subdivisions of land within the Assessment District, in proportion to the estimated special benefit to be received by the subdivisions from the Impact Fees and Improvements, is set forth upon the following Assessment Roll filed with and made part of this Report.

The Assessment Roll, provided below, lists the Assessor's Parcel numbers within this Assessment District by assessment number. The assessment numbers appearing on the Assessment Roll correspond with the subdivisions and parcels of land and their current numbers shown on the Boundary Map. The names and addresses of the property owners are as shown on the last equalized assessment roll for taxes or as known to the Secretary of the Authority.

All parcel information has been provided to DTA by the project proponents, the County of Placer Assessor, and the SCIP Program Administrator.

Assessment Roll							
City of Roseville, County of Placer - Top Golf Project							
Assessment No.	Project	Assessor Parcel Number	Assessed Value	Acres	Owner & Address	Preliminary Assessment	Final Assessment
1	Top Golf	363-020-018-000	\$6,391,942	46.50	Bayside Covenant Church 8211 Sierra College Blvd #440, Roseville, CA 95661	\$1,470,161	
2	Top Golf	363-020-019-000	\$0	12.40	Bayside Covenant Church 8211 Sierra College Blvd #440, Roseville, CA 95661	\$45,408	
Total			\$6,391,942	58.90		\$1,513,616	

A. Background

Assessment District jurisprudence requires that assessments levied pursuant to the Municipal Improvement Act of 1913 be based on the “special benefit” properties receive from the Works of Improvement (i.e., Impact Fees and Capital Improvements). However, the law does not specify the method or formula that should be used to apportion the assessments in Assessment District proceedings. In addition, Article XIID of the California Constitution, added in November 1996 through the passage of Proposition 218 by voters of the State of California, requires, inter alia, that (i) only special benefits be assessable, (ii) no assessment may exceed the proportional special benefit conferred on the parcel assessed, and (iii) publicly owned parcels shall not be exempt from assessment unless clear and convincing evidence demonstrates that such publicly owned parcels receive no special benefits from the improvements for which the assessment is levied.

“Special benefit” is a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large. Importantly, the general enhancement of property value does not constitute special benefit. As such, this Engineer’s Report has been designed to comply with these requirements, as well as to incorporate recent California court decisions such as: *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* (2008), *Beutz v. County of Riverside* (2010), *Golden Hills Neighborhood Association v. City of San Diego* (2011), and *Concerned Citizens v. West Point Fire Protection District* (2011).

Methodologically, it is necessary and essential to identify the special benefit that the Impact Fees, Capital Improvements, and related improvements will render to the properties within the District. It is also necessary that the properties receive a special and direct benefit as distinguished from benefit to the general public.

All costs associated with the financing of Impact Fees and Capital Improvements are to be fairly distributed among the lots and parcels within the District based upon the special benefit received by each lot and parcel. Additionally, in compliance with the California Constitution Article XIID Section 4, each lot’s and parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred upon it. In sum, each of the properties benefiting from the Impact Fees, Capital Improvements, and related improvements proposed for Assessment District No. 15-01 will be assessed only for the special benefit conferred on such properties.

The Assessment Engineer is appointed for the purpose of analyzing the facts and determining the method and formula for apportionment of the assessment obligation to the benefited properties. For these proceedings, the Authority has retained the firm of David Taussig & Associates, Inc. as the Assessment Engineer.

The Assessment Engineer makes his or her recommendation for the method of apportionment in this Engineer’s Report for consideration at the public hearing. The final authority and action rests with the Authority after hearing all testimony and evidence presented at the public hearing and the tabulation of the assessment ballots. Upon conclusion of the public hearing,

the Authority must make the final action in determining that the assessment has been made in direct proportion to the special benefit received. Ballot tabulation will then be completed, and if a majority of ballots received, weighted by assessment amount, do not protest the assessment, then the Authority may establish the Assessment District.

B. Special Benefit

1. Development Impact Fees

Impact fees are a form of monetary exaction on new development which must be paid as a condition of development approval. Impact fees are neither taxes nor special assessments, nor are these fees permitted to cover ongoing operations and maintenance costs. Because impact fees are collected during the development approval process, the fees are typically paid by developers, builders, or other property owners that are seeking to develop property. In this manner, developers, builders, and property owners pay their “fair share” of needed capital facilities.

The authority of local governments to impose impact fees on development is derived from their police power to protect the health and welfare of citizens under the California Constitution (Article 11, Section 7). Development impact fees were enacted under Assembly Bill 1600 by the California Legislature in 1987 and codified under California Government Code §66000 *et. seq.*, also referred to as the California Mitigation Fee Act (the “Act” or “AB 1600”). Furthermore, the California Mitigation Fee Act provides a prescriptive guide to establishing and administering impact fees based on constitutional and decisional law. Again, Government Code, §65913.8 precludes the use of development fees to fund maintenance or services, with limited exceptions for very small improvements and certain temporary measures needed by certain special districts.

The use of development impact fees to finance public facilities necessary to accommodate new growth is a concept that has been used by cities, counties, and public agencies throughout California. The rationale for charging impact fees is based on the premise that new development should pay its “fair share” of the costs associated with growth. Notably, certain fees levied for utility systems are considered capital charges for the privilege of connection to the utility system (hookup fees) and are charged under different legal authority. All capital impact fees and connection charges that are being paid to finance capital improvements and included in this Engineer’s Report provide direct and special benefit to the properties for which the development impact fees or connection charges are being paid by ultimately allowing for the orderly development of those parcels.

Additionally, it is critical that all fees meet the nexus requirements promulgated under AB 1600 to ensure that they are clearly justifiable and defensible. In order to impose a fee as a condition for a development project, the underlying methodology must accomplish the following:

- *Identify the purpose of the fee.*
- *Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities must be identified.*
- *Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.*
- *Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is being imposed.*
 - *Implicit in these requirements is a stipulation that a public agency cannot impose a fee to cure existing deficiencies in public facilities or improve public facilities beyond what is required based on the specific impacts of new development.*

Accordingly, the finding and allocation of “special benefit” present in this Engineer’s Report is also predicated on the AB 1600 Nexus Studies previously developed for each of the fees outlined in Section III, under the principle that the above AB 1600 “fair share” requirements also comprehensively demonstrate 100% “special benefit.” These AB 1600 Nexus Studies are voluminous and will not be bound in this Report, but by this reference are incorporated as if attached to this Report. The plans and specifications related to the public improvements funded by these impact and connection fees are on file with the City of Roseville, the County of Placer, California, and/or associated public agencies in the region.

2. Capital Improvements

The construction of public infrastructure improvements is typically necessary as a condition of approval to develop a property. Where applicable, the developer is installing these public facilities, which are necessary for the ultimate completion of the projects. However, at this time, there are no capital improvements which are the subject of this Report.

C. Apportionment

The assessments for this development will be assessed on a portion of the two (2) lots indicated on the recorded tract maps and Assessor’s Parcel maps for the project. The assessments for the District may be subject to further apportionment since the property may experience lot line adjustments and/or re-subdivisions as properties are sold or lots and parcels are created. Upon recordation of subdivision, parcel or lot line adjustment maps, the assessment for the newly created parcels will be apportioned as described on the following pages.

1. Benefiting Properties within the District

At the time this Report was prepared, the development comprising this District consisted of two (2) parcels, which encompass a current total acreage of 58.90 acres across the following Assessor's Parcels: 363-020-018-000 and 363-020-019-000. Notably, the Top Golf Project boundaries are inclusive of 11.52 acres of the total 58.90 acres, with the majority of the acreage coming from 363-020-018-000.

Each parcel will have certain improvements funded through SCIP and will be assessed for such improvements financed through the District. At the time this Report was prepared, a "Top Golf" final map had not yet been recorded, moreover, the parcels are expected to be replatted. If land uses change or the existing parcels are re-subdivided, the assessment may be allocated to each new assessor's parcels in proportion to the original assessment based on the net acreage of each new assessor's parcel.

2. Benefit Analysis

The method of apportionment established for the development reflects the proportional special benefit that each property receives from the levied development impact fees. The impact fees are imposed on a per lot basis and the fees are in turn based on a Nexus study that also incorporates the principles of strict proportionality and fairness and is required to identify and apportion only direct benefits related to the benefit area defined. The per parcel fee, by definition, is the fair share contribution of the parcel to mitigate the impact of that parcel on the defined public facilities. Therefore, with regard to this assessment, the impact fee component of this assessment is considered to be 100% special benefit.

D. Conclusion

In conclusion, it is the Assessment Engineer's opinion that the assessments for the California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Roseville, County of Placer, California) are allocated in accordance with the direct and special benefit which the land receives from the Works of Improvement, herein defined as Improvements and Impact Fees and identified in Section V, in compliance with the requirements of Article XIID of the California Constitution.

A Boundary Map showing the Assessment District, including the boundaries and dimensions of the parcels, lots, or subdivisions of land within the Assessment District as they existed at the time of the passage of the Resolution of Intention, will be filed and recorded at the County of Placer Recorder's office (Document No: _____). Each of the subdivisions of land, parcels, or lots has been given a separate number on the Boundary Map that corresponds with the assessment number shown on the Assessment Roll.

The Assessment Diagram will be filed with the Final Engineer's Report at the time of the passage of the Resolution of Formation.

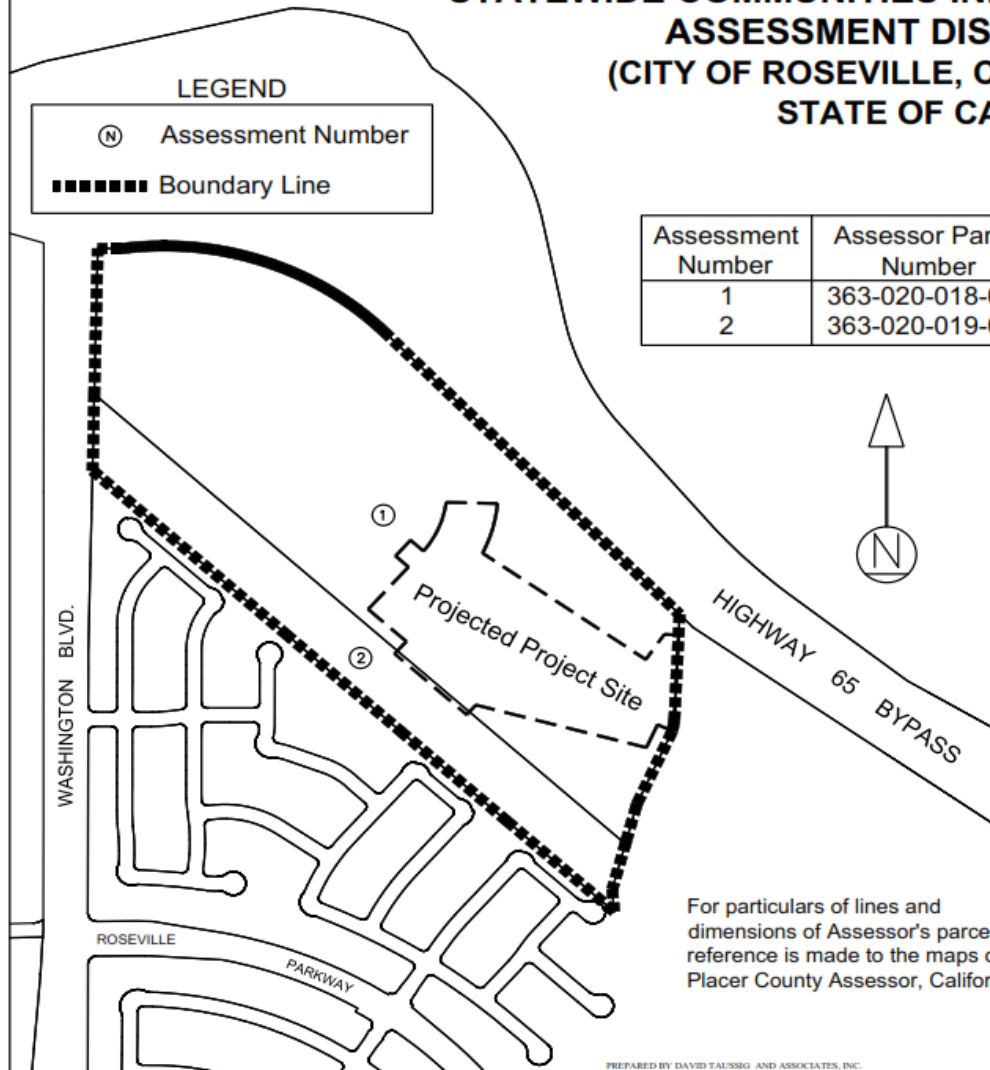
SHEET 1 OF 1

**PROPOSED BOUNDARIES OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITIES INFRASTRUCTURE PROGRAM
ASSESSMENT DISTRICT NO. 15-01
(CITY OF ROSEVILLE, COUNTY OF PLACER)
STATE OF CALIFORNIA**

LEGEND

- (N) Assessment Number
- Boundary Line

Assessment Number	Assessor Parcel Number
1	363-020-018-000
2	363-020-019-000



For particulars of lines and dimensions of Assessor's parcels reference is made to the maps of the Placer County Assessor, California.

PREPARED BY DAVID TAUSSIG AND ASSOCIATES, INC.

Filed this _____ day of _____, 2015, at the hour of _____ o'clock _____ m., in book _____ of Maps of Assessment and Community Facilities Districts at page _____ in the office of the Recorder of the County of Placer, State of California.

By Deputy,
County Recorder, County of Placer

Recorded in the office of the Superintendent of Streets of the Commission of the California Statewide Communities Development Authority on the _____ day of _____, 2015.

Superintendent of Streets
California Statewide Communities Development Authority

I hereby certify that the within map showing proposed boundaries of California Statewide Communities Development Authority Assessment District No. 15-01 (City of Roseville, County of Placer), State of California, was approved by the Commission of the California Statewide Communities Development Authority at a regular meeting thereof, held on the _____ day of _____, 2015, by its resolution No. _____.

Secretary of the Authority
California Statewide Communities Development Authority

In addition to or as a part of the assessment lien levied against each parcel of land within the District, each parcel of land shall also be subject to an annual administrative cost add-on to pay costs incurred by the Authority and not otherwise reimbursed which results from the administration and collection of assessments or from the administration or registration of any bonds and/or reserve or other related funds. The maximum total amount of such annual administrative cost add-on for the Assessment District will not exceed five percent (5.00%) of the initial annual principal and interest amount, subject to an increase annually by the positive change, if any, in the consumer price index (CPI) for the San Francisco-Oakland-San Jose area. Each parcel's share of the administrative cost add-on shall be computed based on the parcel's proportionate share of its annual assessment.

(Compliance with Part 7.5 of Division 4 of the Streets and Highways Code)

Pursuant to Sections 2960, 2961 and 10200 of the Streets and Highways Code, the Commission of the California Statewide Communities Development Authority intends to comply with the requirements of the Special Assessment Investigation, Limitations and Majority Protest Act of 1931 by proceeding under Part 7.5 of Division 4 of the Streets and Highways Code.

We are not aware of any prior assessment liens for the properties located within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Roseville, County of Placer, California).

The total confirmed assessment liens for California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Roseville, County of Placer, California) equals \$1,513,616.

The County of Placer's assessed value of the parcels within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Roseville, County of Placer, California) totals \$6,391,942.

One-half of the assessed value of the parcels within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Roseville, County of Placer, California) totals \$3,195,971.

The value-to-lien based on the County of Placer's assessed value for all properties located in the District is 4.22 to 1.

An appraisal is being performed by the firm of Seevers, Jordan and Ziegenmeyer (SJZ) for the appraised value of the parcels located within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Roseville, County of Placer, California) and will be incorporated into the Final Engineer's Report and/or Official Statement for any bonds to be issued that are secured by the District.

C:\Users\Kelly\Desktop\Desktop Icons and Current Projects\SCIP\SCIP Revised\CSCDA AD No. 15-01 (Placer County) Engineer's Report Preliminary (06.10.2015)_v7.docx

APPENDIX A

Assessment District No. 15-01
California Statewide Communities Development Authority
(Statewide Communities Infrastructure Program)
City of Roseville, County of Placer
Top Golf

Assessment Roll

(Please See Section VI)



Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

2250 Hyde Street, 5th Floor
San Francisco, CA 94109
Phone (800) 969-4382

PRELIMINARY

ENGINEER'S REPORT

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**



**ASSESSMENT DISTRICT No. 15-01
CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE**

BEGINNING FISCAL YEAR 2015-2016

INTENT MEETING: JUNE 18, 2015

PUBLIC HEARING: AUGUST 6, 2015

Prepared by

DAVID TAUSSIG & ASSOCIATES, INC.
2250 Hyde Street, 5th Floor
San Francisco, California 94109
(800) 969-4382

Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

Newport Beach
Riverside
San Francisco
San Jose
Dallas, TX

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

Scott Carper
California Statewide Communities Development Authority

PROFESSIONAL SERVICES

UNDERWRITER
Robert Williams
RBC Capital Markets Corporation

BOND COUNSEL
John Knox, Esq.
Orrick, Herrington & Sutcliffe LLP

PROGRAM ADMINISTRATOR
Vo Nguyen
BLX Group, LLC

ASSESSMENT ENGINEERING
Nathan D. Perez, Esq.
Stephen A. Runk, P.E.
David Taussig & Associates, Inc.

TABLE OF CONTENTS

SECTION	PAGE
I CERTIFICATES	1
II ENGINEER'S REPORT	2
III DESCRIPTION OF WORK	3
IV PLANS AND SPECIFICATIONS.....	6
V COST ESTIMATE	7
VI ASSESSMENT ROLL	8
VII(A) METHOD OF ASSESSMENT.....	9
VII(B) SPECIAL BENEFIT	10
VII(B)(1) DEVELOPMENT IMPACT FEES.....	10
VII(B)(2) CAPITAL IMPROVEMENTS	11
VII(C) APPORTIONMENT	13
VII(D) CONCLUSION	14
VIII ASSESSMENT DIAGRAM/BOUNDARY MAP	15
IX ADMINISTRATION	17
X DEBT LIMITATION REPORT	18

APPENDICES

Appendix A: ASSESSMENT ROLL

The undersigned respectfully submits the enclosed Engineer's Report as directed by the Commission of the California Statewide Communities Development Authority.

Date: _____, 2015

David Taussig & Associates, Inc.

By: _____
Stephen A. Runk, P.E.
License Number: C23473

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was filed with me on the _____ day of _____, 2015.

By: _____
Assistant to Secretary of the Authority,
California Statewide Communities
Development Authority

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was approved and confirmed by the Commission of the California Statewide Communities Development Authority on the _____ day of _____, 2015.

By: _____
Assistant to Secretary of the Authority,
California Statewide Communities
Development Authority

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was recorded in my office on the _____ day of _____, 2015.

By: _____
Superintendent of Streets of the Authority,
California Statewide Communities
Development Authority

David Taussig & Associates, Inc., Assessment Engineer for the California Statewide Communities Development Authority (the "Authority") (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Palm Springs, County of Riverside, California) hereinafter referred to as "District," makes this report (hereinafter "Engineer's Report" or "Report"), as directed by the Commission of the Authority, in accordance with the Resolution of Intention, Resolution No. _____, and pursuant to Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913) and Article XIID of the California Constitution, which was added in November 1996 through the passage of Proposition 218 by voters of the State of California.

The fees which are the subject of this Report are briefly described as follows:

A. Impact Fees

- 1 Central Drainage Fee (*Ord. 1681 § 1, 2006 and Section 9.69.040 of the City of Palm Spring's Municipal Code*) – Fee consists of the area benefit fee and the local benefit fee and shall be used to construct local drainage and flood control improvements throughout the City.
- 2 Sewer Connection Fee (*Ord. 1084 § 1, 1979, Ord. 1001 § 1, 1975, Ord. 982 § 1, 1974, and Section 15.14.010 of the City of Palm Spring's Municipal Code*) – Fee is used to construct all sewerage lines, laterals, mains, and facilities needed for development to be connected to the public sewer system.
- 3 Sewer Main Fee – (*Ord. 1084 § 1, 1979, Ord. 1001 § 1, 1975, Ord. 982 § 1, 1974, and Section 15.14.010 of the City of Palm Spring's Municipal Code*) – Fee is also used to construct all sewerage lines, laterals, mains, and facilities needed for development to be connected to the public sewer system.

B. Capital Improvements

The following capital improvements located within the Arrive Hotel project located in the City of Palm Springs, County of Riverside, California will be funded, or partially funded, by proceeds from this bond issuance.

- 1 Sanitary Sewer Improvements – Funding for capital improvements for the collection of sewage, including but not limited to, pump station, manholes, gravity mainline, and force mains necessary to meet the project service demands of the Arrive Hotel development.
- 2 Water Improvements – Funding for capital improvements for the water system, including but not limited to, the removal and installation of water mains and appurtenances, and the installation of fire hydrants, backflow preventer and irrigation, necessary to meet the potable and non-potable water needs of the Arrive Hotel development.
- 3 Storm Drain Improvements – Funding for capital improvements including, but not limited to, facilities for the collection and disposal of storm waters for drainage and flood control purposes, including mainline and connector pipes, drainage inlets, manholes, retention basin, bubblers, risers, and outfall pumps.
- 4 Street / Roadway Improvements – Funding for capital improvements including, but not limited to, local streets with related grading; concrete curb, gutter and sidewalk; aggregate base; asphaltic concrete paving; and street lighting improvements.
- 5 Utilities Undergrounding Improvements – Funding for capital improvements including, but not limited to, undergrounding existing overhead power lines and installing dry utilities.

- 6 Incidental Costs – Funding for incidental costs associated with the capital improvements, including, but not limited to, contingency, design, engineering, and construction management.

C. Reimbursement for Capital Improvements

Future negotiations and agreements between the City of Palm Springs (“City”) and the project developer may outline a mechanism whereby the developer of a “benefited” property would pay the City for that property’s share of the costs of certain public facilities. Such payments related to public facilities privately financed by the developer of Arrive Hotel would then be paid, when received by the City, to the developer Arrive Hotel. Such payments related to public facilities financed by the District would be allocated to the parcels within the District in proportion to their respective original assessments as shown in this Report. As pertains to any of those parcels that the developer of Arrive Hotel may sell, those amounts would be paid to the developer of Arrive Hotel. As pertains to any such parcels still owned by the developer of Arrive Hotel, the City would use those amounts to partially prepay the assessments on those parcels pursuant to Streets and Highways Code Section 8766.5.

Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12.00%) shall be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall not mature more than twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

This Report includes the following sections:

Plans and Specifications – Plans and specifications for improvements to be constructed. Plans and specifications are a part of this Report whether or not separately bound.

Cost Estimate – An estimate of the cost of the improvements.

Assessment Roll – An assessment roll, showing the amount to be assessed against each parcel of real property within this Assessment District and the names and addresses of the property owners. An Assessor’s Parcel number or other designation describes each parcel. Each parcel is also assigned an “assessment number” that links the Roll to the Diagram.

Method of Assessment – A statement of the method by which the Assessment Engineer determined the amount to be assessed against each parcel, based on special benefits to be derived by each parcel from the improvements.

Assessment Diagram – A diagram showing all of the parcels of real property to be assessed within this Assessment District. The diagram corresponds with the Assessment Roll by assessment number.

Administration/Maximum Annual Administrative Cost Add-on – Proposed maximum annual assessment per parcel for current costs and expenses.

Debt Limitation Report – A debt limitation report showing compliance with Part 7.5 of Division 4 of the Streets and Highways Code.

The plans, specifications, and studies of the improvements and impact fees for this District are voluminous and will not be bound in this Report, but by this reference are incorporated as if attached to this Report. The plans and specifications are on file with the City of Palm Springs and/or the County of Riverside, California.

Summary Cost Estimate

The estimated costs of the fees and improvements have been calculated and are shown below along with other bond financing costs. All fee information has been provided to DTA by the project proponents, the City of Palm Springs, and the SCIP Program Administrator.

Cost Estimate City of Palm Springs, County of Riverside - Arrive					
Description	Development Impact Fees	Special Benefit Apportioned to Project	Total Amount (\$)	Amounts Pre-Paid by & Reimbursable to Developer	Amount Funded to Agency
Arrive Impact Fees					
Central Drainage Fee	\$11,699	100%	\$11,699	\$0	\$11,699
Sewer Connection Fee	\$56,946	100%	\$56,946	\$0	\$56,946
Sewer Main Fee	\$4,032	100%	\$4,032	\$0	\$4,032
Subtotal	\$72,677	NA	\$72,677	\$0	\$72,677
Improvement Fees					
Onsite Sewer	\$66,564	95%	\$63,235.80	\$0	\$63,236
Domestic Water Service	\$181,405	95%	\$172,334.75	\$0	\$172,335
Drainage	\$146,498	90%	\$131,848	\$0	\$131,848
Street Improvements	\$90,964	99%	\$90,054	\$0	\$90,054
Utilities Undergrounding (Max 5% of Par Amount)	\$37,199	99%	\$36,827	\$0	\$36,827
Subtotal	\$522,629	NA	\$494,300	\$0	\$494,300
Professional Services					
Assessment Engineer	\$6,600	100%	\$6,600	\$0	\$6,600
Appraiser	\$5,000	100%	\$5,000	\$0	\$5,000
SCIP Program Administrator	\$5,000	100%	\$5,000	\$0	\$5,000
Administration/Expense Fund	\$0	100%	\$0	\$0	\$0
Subtotal	\$16,600	NA	\$16,600	\$0	\$583,577
Financing Costs					
Bond Reserve Fund	8.00%		\$59,518	-	-
Capitalized Interest	8.00%		\$59,518	-	-
Legal	1.50%		\$11,160	-	-
Issuer	1.50%		\$11,160	-	-
Underwriter	2.50%		\$18,599	-	-
Contingency	0.06%		\$446	-	-
Subtotal	21.56%		\$160,402	-	-
Total Assessment			\$743,979		

An assessment of the total amount of the costs and expenses of the fees upon the subdivisions of land within the Assessment District, in proportion to the estimated special benefit to be received by the subdivisions from the Impact Fees and Improvements, is set forth upon the following Assessment Roll filed with and made part of this Report.

The Assessment Roll, provided below, lists the Assessor's Parcel numbers within this Assessment District by assessment number. The assessment numbers appearing on the Assessment Roll correspond with the subdivisions and parcels of land and their current numbers shown on the Boundary Map. The names and addresses of the property owners are as shown on the last equalized assessment roll for taxes or as known to the Secretary of the Authority.

All parcel information has been provided to DTA by the project proponents, the County of Riverside Assessor, and the SCIP Program Administrator.

Assessment Roll							
City of Palm Springs, County of Riverside - Arrive Hotel							
Assessment No.	Project	Assessor Parcel Number	Assessed Value	Acreage	Owner & Address	Preliminary Assessment	Final Assessment
1	Arrive	505-165-013	\$502,270	1.27	Palm Grove Group 1551 N Palm Canyon Dr. Palm Springs, CA 92262	\$743,979	
Total			\$502,270	1.27		\$743,979	

A. Background

Assessment District jurisprudence requires that assessments levied pursuant to the Municipal Improvement Act of 1913 be based on the “special benefit” properties receive from the Works of Improvement (i.e., Impact Fees and Capital Improvements). However, the law does not specify the method or formula that should be used to apportion the assessments in Assessment District proceedings. In addition, Article XIID of the California Constitution, added in November 1996 through the passage of Proposition 218 by voters of the State of California, requires, inter alia, that (i) only special benefits be assessable, (ii) no assessment may exceed the proportional special benefit conferred on the parcel assessed, and (iii) publicly owned parcels shall not be exempt from assessment unless clear and convincing evidence demonstrates that such publicly owned parcels receive no special benefits from the improvements for which the assessment is levied.

“Special benefit” is a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large. Importantly, the general enhancement of property value does not constitute special benefit. As such, this Engineer’s Report has been designed to comply with these requirements, as well as to incorporate recent California court decisions such as: *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* (2008), *Beutz v. County of Riverside* (2010), *Golden Hills Neighborhood Association v. City of San Diego* (2011), and *Concerned Citizens v. West Point Fire Protection District* (2011).

Methodologically, it is necessary and essential to identify the special benefit that the Impact Fees, Capital Improvements, and related improvements will render to the properties within the District. It is also necessary that the properties receive a special and direct benefit as distinguished from benefit to the general public.

All costs associated with the financing of Impact Fees and Capital Improvements are to be fairly distributed among the lots and parcels within the District based upon the special benefit received by each lot and parcel. Additionally, in compliance with the California Constitution Article XIID Section 4, each lot’s and parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred upon it. In sum, each of the properties benefiting from the Impact Fees, Capital Improvements, and related improvements proposed for Assessment District No. 15-01 will be assessed only for the special benefit conferred on such properties.

The Assessment Engineer is appointed for the purpose of analyzing the facts and determining the method and formula for apportionment of the assessment obligation to the benefited properties. For these proceedings, the Authority has retained the firm of David Taussig & Associates, Inc. as the Assessment Engineer.

The Assessment Engineer makes his or her recommendation for the method of apportionment in this Engineer’s Report for consideration at the public hearing. The final authority and action rests with the Authority after hearing all testimony and evidence presented at the public hearing and the tabulation of the assessment ballots. Upon conclusion of the public hearing,

the Authority must make the final action in determining that the assessment has been made in direct proportion to the special benefit received. Ballot tabulation will then be completed, and if a majority of ballots received, weighted by assessment amount, do not protest the assessment, then the Authority may establish the Assessment District.

B. Special Benefit

1. Development Impact Fees

Impact fees are a form of monetary exaction on new development which must be paid as a condition of development approval. Impact fees are neither taxes nor special assessments, nor are these fees permitted to cover ongoing operations and maintenance costs. Because impact fees are collected during the development approval process, the fees are typically paid by developers, builders, or other property owners that are seeking to develop property. In this manner, developers, builders, and property owners pay their “fair share” of needed capital facilities.

The authority of local governments to impose impact fees on development is derived from their police power to protect the health and welfare of citizens under the California Constitution (Article 11, Section 7). Development impact fees were enacted under Assembly Bill 1600 by the California Legislature in 1987 and codified under California Government Code §66000 *et. seq.*, also referred to as the California Mitigation Fee Act (the “Act” or “AB 1600”). Furthermore, the California Mitigation Fee Act provides a prescriptive guide to establishing and administering impact fees based on constitutional and decisional law. Again, Government Code, §65913.8 precludes the use of development fees to fund maintenance or services, with limited exceptions for very small improvements and certain temporary measures needed by certain special districts.

The use of development impact fees to finance public facilities necessary to accommodate new growth is a concept that has been used by cities, counties, and public agencies throughout California. The rationale for charging impact fees is based on the premise that new development should pay its “fair share” of the costs associated with growth. Notably, certain fees levied for utility systems are considered capital charges for the privilege of connection to the utility system (hookup fees) and are charged under different legal authority. All capital impact fees and connection charges that are being paid to finance capital improvements and included in this Engineer’s Report provide direct and special benefit to the properties for which the development impact fees or connection charges are being paid by ultimately allowing for the orderly development of those parcels.

Additionally, it is critical that all fees meet the nexus requirements promulgated under AB 1600 to ensure that they are clearly justifiable and defensible. In order to impose a fee as a condition for a development project, the underlying methodology must accomplish the following:

- *Identify the purpose of the fee.*
- *Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities must be identified.*
- *Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.*
- *Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is being imposed.*
 - *Implicit in these requirements is a stipulation that a public agency cannot impose a fee to cure existing deficiencies in public facilities or improve public facilities beyond what is required based on the specific impacts of new development.*

Accordingly, the finding and allocation of “special benefit” present in this Engineer’s Report is also predicated on the AB 1600 Nexus Studies previously developed for each of the fees outlined in Section III, under the principle that the above AB 1600 “fair share” requirements also comprehensively demonstrate 100% “special benefit.” These AB 1600 Nexus Studies are voluminous and will not be bound in this Report, but by this reference are incorporated as if attached to this Report. The plans and specifications related to the public improvements funded by these impact and connection fees are on file with the City of Palm Springs, the County of Riverside, California, and/or associated public agencies in the region.

2. Capital Improvements

The construction of public infrastructure improvements is typically necessary as a condition of approval to develop a property. Where applicable, the developer is installing these public facilities, which are necessary for the ultimate completion of the projects. The capital improvements financed for the development project included within this Report provide direct and special benefit to the properties being assessed since they could not be developed with building structures without the installation of the District improvements.

a. Sanitary Sewer

The primary determinant of sanitary sewer usage is the applicable per capita generation rates. The mainline sewer pipes, manholes and lift station are designed to convey sewage from the Arrive Hotel project only. It is not intended, nor possible by the approved construction plans, for the sewer facilities to serve any development outside of the Arrive Hotel project. However, typically the system design incorporates some excess capacity due to incremental sizing of pipes, pumps, and appurtenances. This excess capacity might be used in the

future as the design and land uses dictate. Therefore, the general benefit assignment to the sewer system is 5%.

b. Potable & Non Potable Water (Domestic Water Service)

The primary determinant of water usage is the applicable per capita demand rates. Water improvements have been sized to meet the demands of only the new development. Because the water improvements are part of a water distribution network, as opposed to a stand-alone and independent water source and delivery system, the improvements would possibly provide the benefits of fire protection (hydrants, pressure distribution, etc.) and peak demand delivery through a more efficient network. Therefore, a small general benefit can be envisioned. Accordingly, a general benefit of 5% of the improvement cost is assigned to Domestic Water Services.

c. Stormwater/Drainage Facilities

Stormwater, drainage, rainwater retention, and flood control facilities are sized based upon estimated storm flows, which vary with the size of the tributary drainage area, slope, soil type, antecedent runoff condition, rainfall intensity, and impervious ground cover. Accordingly, special benefit related to stormwater facilities is calculated using drainage coefficients provided by the U.S. Department of Agriculture for each type of land use and building area coverage ratios, i.e., stormwater is apportioned relative to the various tributary drainage areas that impact the property.

The storm drain improvements are designed based on a drainage area consistent with the Arrive Hotel project boundary. On its face, the onsite drainage improvements would provide 100% special benefit to the Arrive Hotel, however it is arguable that the basin mitigates potential flood conditions in the immediately adjacent vicinity by virtue of its runoff containment. Therefore, a general benefit of 10% of the costs for drainage is assigned to stormwater drainage facilities.

d. Roadway/Street Improvements

Road usage is typically computed on the basis of anticipated trip generation. Any traffic analysis or impact study would need to assume a reasonable trip generation rate for each intended land use to not only determine accumulated traffic volumes but also the relative impact of each proposed land use on proposed mitigations.

Installation of a valet lane on Palm Canyon Drive and renovations associated with curbs and sidewalks will provide direct access to the Arrive Hotel Project and conceivably provides 100% special benefit to the Arrive Hotel. However, it cannot be denied that there will be incidental benefit associated with pedestrians utilizing the sidewalks in front of the hotel, therefore DTA has

conservatively assigned a general benefit of 1% to the roadway and sidewalk system.

e. Utilities Undergrounding (Max 5% of Par Amount) Improvements

The primary determinant of undergrounding utilities is aesthetic purposes, as well as the additional purpose of making power lines less susceptible to outages during storms and therefore decreasing the overall operational costs of power transmission and distribution over the lifetime of the cables. It is conceivable, as discussed in the storm drainage section above, that property in the immediate adjacent vicinity of the Arrive Hotel, might receive benefit from the undergrounding. Due to this possible general benefit, and similar to what was determined in the roadway/street improvement analysis, a general benefit of 1% has been assigned to the utilities undergrounding.

C. Apportionment

The assessments for this development, Arrive Hotel, will be levied on the parcel indicated on the recorded tract maps and Assessor's Parcel maps for the project. The assessments for the District may be subject to further apportionment since the property may experience lot line adjustments and/or re-subdivisions as properties are sold or lots and parcels are created. Upon recordation of subdivision, parcel or lot line adjustment maps, the assessment for the newly created parcels will be apportioned as described on the following pages.

1. Benefiting Properties within the District

At the time this Report was prepared, the development comprising this District consisted of one (1) parcel, which encompasses a current total acreage of 1.27 acres on the following Assessor's Parcel: 505-165-013.

The Project parcel will have certain improvements funded through SCIP and will be assessed for such improvements financed through the District. If land uses change or the existing parcels are re-subdivided, the assessment may be allocated to each new assessor's parcels in proportion to the original assessment based on the net acreage of each new assessor's parcel.

2. Benefit Analysis

Development Impact Fees

The method of apportionment established for the development reflects the special benefit that the property receives from the levied development impact fees. The impact fees are generally imposed on a per lot basis and the fees are in turn based on a Nexus study that also incorporates the principles of strict proportionality and fairness and is required to identify and apportion only direct benefits related to the benefit area defined. The per parcel fee, by definition, is the fair share contribution of the parcel to

mitigate the impact of that parcel on the defined public facilities. Therefore, with regard to this assessment, the impact fee component of this assessment is considered to be 100% special benefit.

The assessment for this development will be placed onto the currently existing Assessor's Parcel on which the development is located.

D. Conclusion

In conclusion, it is the Assessment Engineer's opinion that the assessments for the California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Palm Springs, County of Riverside, California) are allocated in accordance with the direct and special benefit which the land receives from the Works of Improvement, herein defined as Improvements and Impact Fees and identified in Section V, in compliance with the requirements of Article XIID of the California Constitution.

A Boundary Map showing the Assessment District, including the boundaries and dimensions of the parcels, lots, or subdivisions of land within the Assessment District as they existed at the time of the passage of the Resolution of Intention, will be filed and recorded at the County of Riverside Recorder's office (Document No: _____). Each of the subdivisions of land, parcels, or lots has been given a separate number on the Boundary Map that corresponds with the assessment number shown on the Assessment Roll.

The Assessment Diagram will be filed with the Final Engineer's Report at the time of the passage of the Resolution of Formation.

SHEET 1 OF 1

**PROPOSED BOUNDARIES OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITIES INFRASTRUCTURE PROGRAM
ASSESSMENT DISTRICT NO. 15-01
(CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE)
STATE OF CALIFORNIA**

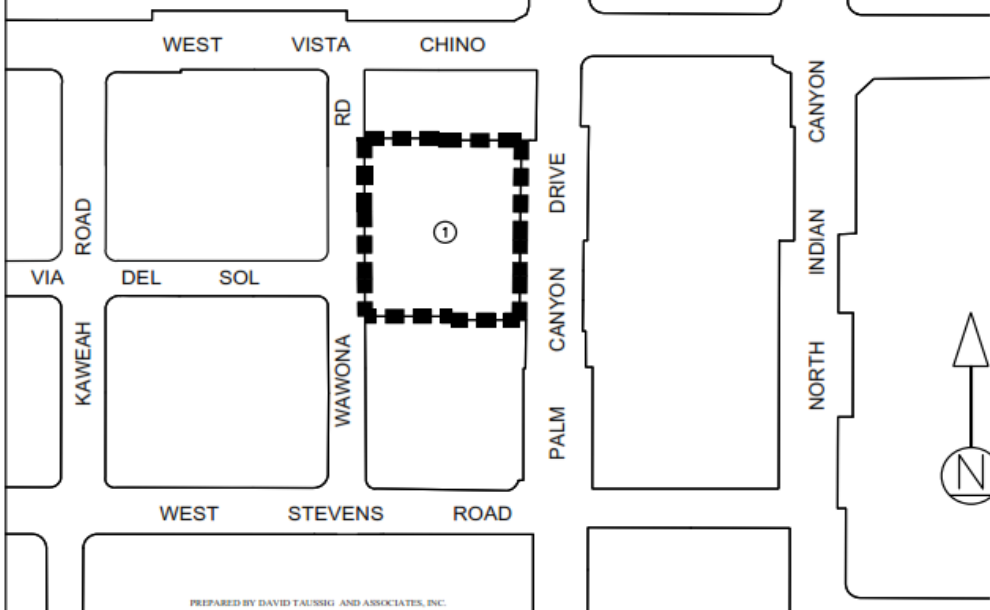
LEGEND

(N) Assessment
Number

■■■■ Boundary Line

Assessment Number	Assessor Parcel Number
1	505-165-013

For particulars of lines and dimensions of Assessor's parcels reference is made to the maps of the Riverside County Assessor, California.



PREPARED BY DAVID TAUSSIG AND ASSOCIATES, INC.

Filed this _____ day of _____, 2015, at the hour of _____ o'clock _____ m., in book _____ of Maps of Assessment and Community Facilities Districts at page _____ in the office of the Recorder of the County of Riverside, State of California.

By Deputy,
County Recorder, County of Riverside

Recorded in the office of the Superintendent of Streets of the Commission of the California Statewide Communities Development Authority on the _____ day of _____, 2015.

Superintendent of Streets
California Statewide Communities Development Authority

I hereby certify that the within map showing proposed boundaries of California Statewide Communities Development Authority Assessment District No. 15-01 (City of Palm Springs, County of Riverside), State of California, was approved by the Commission of the California Statewide Communities Development Authority at a regular meeting thereof, held on the _____ day of _____, 2015, by its resolution No. _____.

Secretary of the Authority
California Statewide Communities Development Authority

In addition to or as a part of the assessment lien levied against each parcel of land within the District, each parcel of land shall also be subject to an annual administrative cost add-on to pay costs incurred by the Authority and not otherwise reimbursed which results from the administration and collection of assessments or from the administration or registration of any bonds and/or reserve or other related funds. The maximum total amount of such annual administrative cost add-on for the Assessment District will not exceed five percent (5.00%) of the initial annual principal and interest amount, subject to an increase annually by the positive change, if any, in the consumer price index (CPI) for the Los Angeles-Riverside-Orange County area. Each parcel's share of the administrative cost add-on shall be computed based on the parcel's proportionate share of its annual assessment.

(Compliance with Part 7.5 of Division 4 of the Streets and Highways Code)

Pursuant to Sections 2960, 2961 and 10200 of the Streets and Highways Code, the Commission of the California Statewide Communities Development Authority intends to comply with the requirements of the Special Assessment Investigation, Limitations and Majority Protest Act of 1931 by proceeding under Part 7.5 of Division 4 of the Streets and Highways Code.

We are not aware of any prior assessment liens for the properties located within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Palm Springs, County of Riverside, California).

The total confirmed assessment liens for California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Palm Springs, County of Riverside, California) equals \$743,979.

The County of Riverside's assessed value of the parcels within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Palm Springs, County of Riverside, California) totals \$502,270.

One-half of the assessed value of the parcels within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Palm Springs, County of Riverside, California) totals \$251,135.

The value-to-lien based on the County of Riverside's assessed value for all properties located in the District is 0.68 to 1.

An appraisal is being performed by the firm of Seevers, Jordan and Ziegenmeyer (SJZ) for the appraised value of the parcels located within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Palm Springs, County of Riverside, California) and will be incorporated into the Final Engineer's Report and/or Official Statement for any bonds to be issued that are secured by the District.

C:\Users\Kelly\Desktop\Desktop Icons and Current Projects\SCIP\SCIP Revised\CSCDA AD No. 15-01 (Riverside County) Engineer's Report Preliminary (06.10.2015)_v7.docx

APPENDIX A

Assessment District No. 15-01
California Statewide Communities Development Authority
(Statewide Communities Infrastructure Program)
City of Palm Springs, County of Riverside
Arrive Hotel

Assessment Roll

(Please See Section VI)



Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

2250 Hyde Street, 5th Floor
San Francisco, CA 94109
Phone (800) 969-4382

PRELIMINARY

ENGINEER'S REPORT

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**



**ASSESSMENT DISTRICT No. 15-01
CITY OF MANTECA, COUNTY OF SAN JOAQUIN**

BEGINNING FISCAL YEAR 2015-2016

INTENT MEETING: JUNE 18, 2015

PUBLIC HEARING: AUGUST 6, 2015

Prepared by

DAVID TAUSSIG & ASSOCIATES, INC.
2250 Hyde Street, 5th Floor
San Francisco, California 94109
(800) 969-4382

Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

Newport Beach
Riverside
San Francisco
San Jose
Dallas, TX

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

Scott Carper
California Statewide Communities Development Authority

PROFESSIONAL SERVICES

UNDERWRITER
Robert Williams
RBC Capital Markets Corporation

BOND COUNSEL
John Knox, Esq.
Orrick, Herrington & Sutcliffe LLP

PROGRAM ADMINISTRATOR
Vo Nguyen
BLX Group, LLC

ASSESSMENT ENGINEERING
Nathan D. Perez, Esq.
Stephen A. Runk, P.E.
David Taussig & Associates, Inc.

TABLE OF CONTENTS

SECTION	PAGE
I CERTIFICATES	1
II ENGINEER'S REPORT	2
III DESCRIPTION OF WORK	3
IV PLANS AND SPECIFICATIONS.....	5
V COST ESTIMATE	6
VI ASSESSMENT ROLL	7
VII(A) METHOD OF ASSESSMENT.....	8
VII(B) SPECIAL BENEFIT	9
VII(B)(1) DEVELOPMENT IMPACT FEES.....	9
VII(B)(2) CAPITAL IMPROVEMENTS	10
VII(C) APPORTIONMENT	13
VII(D) CONCLUSION	15
VIII ASSESSMENT DIAGRAM/BOUNDARY MAP	16
IX ADMINISTRATION	19
X DEBT LIMITATION REPORT	20

APPENDICES

Appendix A: ASSESSMENT ROLL

The undersigned respectfully submits the enclosed Engineer's Report as directed by the Commission of the California Statewide Communities Development Authority.

Date: _____, 2015

David Taussig & Associates, Inc.

By: _____
Stephen A. Runk, P.E.
License Number: C23473

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was filed with me on the _____ day of _____, 2015.

By: _____
Assistant to Secretary of the Authority,
California Statewide Communities
Development Authority

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was approved and confirmed by the Commission of the California Statewide Communities Development Authority on the _____ day of _____, 2015.

By: _____
Assistant to Secretary of the Authority,
California Statewide Communities
Development Authority

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was recorded in my office on the _____ day of _____, 2015.

By: _____
Superintendent of Streets of the Authority,
California Statewide Communities
Development Authority

David Taussig & Associates, Inc., Assessment Engineer for the California Statewide Communities Development Authority (the "Authority") (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Manteca, County of San Joaquin, California) hereinafter referred to as "District," makes this report (hereinafter "Engineer's Report" or "Report"), as directed by the Commission of the Authority, in accordance with the Resolution of Intention, Resolution No. _____, and pursuant to Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913) and Article XIID of the California Constitution, which was added in November 1996 through the passage of Proposition 218 by voters of the State of California.

The fees which are the subject of this Report are briefly described as follows:

A. Impact Fees

- 1 PFIP Well Water Fees, Low Density (*Res. No. R2013-31; rates effective May 4, 2013*) – Development fee that pays for new water wells and distribution lines.
- 2 Water Meter Installation (*effective January 1, 2013*) - Fees for new connections to City of Manteca water system, all zones.

B. Capital Improvements

The following capital improvements located within the Pillsbury Estates/Orchard Park (Phase III) project, specifically for Mono Street, Pillsbury Road, Buena Vista Avenue, and Azevedo Avenue, located in the City of Manteca, California will be funded, or partially funded, by proceeds from this bond issuance.

- 1 Street / Roadway Improvements – Funding for capital improvements including, but not limited to, local streets with related grading; concrete curb, gutter and sidewalk; aggregate base; asphaltic concrete paving; and street lighting improvements.
- 2 Storm Drain Improvements – Funding for capital improvements including, but not limited to, facilities for the collection and disposal of storm waters for drainage and flood control purposes, including mainline and connector pipes, drainage inlets, manholes, retention basin, bubblers, risers, and outfall pumps.
- 3 Sanitary Sewer Improvements – Funding for capital improvements for the collection of sewage, including but not limited to, pump station, manholes, gravity mainline, and force mains necessary to meet the project service demands of the Pillsbury Estates/Orchard Park (Phase III) development.
- 4 Water Improvements – Funding for capital improvements for the water system, including but not limited to, the removal and installation of water mains and appurtenances, and the installation of fire hydrants, backflow preventer and irrigation, necessary to meet the potable and non-potable water needs of the Pillsbury Estates/Orchard Park (Phase III) development.
- 5 Landscaping - Funding for capital improvements including, but not limited to, park site grading, ground cover, irrigation, play equipment, and low voltage lighting necessary to meet the neighborhood park space needs of the Pillsbury Estates/Orchard Park (Phase III) development.
- 6 Incidental Costs – Funding for incidental costs associated with the capital improvements, including, but not limited to, contingency, design, engineering, and construction management.

C. Reimbursement for Capital Improvements

Future negotiations and agreements between the City of Manteca (“City”) and the project developer may outline a mechanism whereby the developer of a “benefited” property would pay the City for that property’s share of the costs of certain public facilities. Such payments related to public facilities privately financed by the developer of Pillsbury Estates/Orchard Park (Phase III) would then be paid, when received by the City, to the developer of Pillsbury Estates/Orchard Park (Phase III). Such payments related to public facilities financed by the District would be allocated to the parcels within the District in proportion to their respective original assessments as shown in this Report. As pertains to any of those parcels that the developer of Pillsbury Estates/Orchard Park (Phase III) may sell, those amounts would be paid to the developer of Pillsbury Estates/Orchard Park (Phase III). As pertains to any such parcels still owned by the developer of Pillsbury Estates/Orchard Park (Phase III), the City would use those amounts to partially prepay the assessments on those parcels pursuant to Streets and Highways Code Section 8766.5.

Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12.00%) shall be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall not mature more than twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

This Report includes the following sections:

Plans and Specifications – Plans and specifications for improvements to be constructed. Plans and specifications are a part of this Report whether or not separately bound.

Cost Estimate – An estimate of the cost of the improvements.

Assessment Roll – An assessment roll, showing the amount to be assessed against each parcel of real property within this Assessment District and the names and addresses of the property owners. An Assessor’s Parcel number or other designation describes each parcel. Each parcel is also assigned an “assessment number” that links the Roll to the Diagram.

Method of Assessment – A statement of the method by which the Assessment Engineer determined the amount to be assessed against each parcel, based on special benefits to be derived by each parcel from the improvements.

Assessment Diagram – A diagram showing all of the parcels of real property to be assessed within this Assessment District. The diagram corresponds with the Assessment Roll by assessment number.

Administration/Maximum Annual Administrative Cost Add-on – Proposed maximum annual assessment per parcel for current costs and expenses.

Debt Limitation Report – A debt limitation report showing compliance with Part 7.5 of Division 4 of the Streets and Highways Code.

The plans, specifications, and studies of the improvements and impact fees for this District are voluminous and will not be bound in this Report, but by this reference are incorporated as if attached to this Report. The plans and specifications are on file with the City of Manteca and/or the County of San Joaquin, California.

Summary Cost Estimate

The estimated costs of the fees and improvements have been calculated and are shown below along with other bond financing costs. All fee information has been provided to DTA by the project proponents, the City of Manteca, and the SCIP Program Administrator.

Cost Estimate City of Manteca, County of San Joaquin - Orchard Park (Phase III)					
Description	Development Impact Fees	Special Benefit Apportioned to Project	Total Amount Due (\$)	Amounts Pre-paid by & Reimbursable to Developer	Amount Funded to Agency
Impact Fees					
Well Water PFIP Low Density	\$356,854	100.00%	\$356,854	\$0	\$356,854
Water Meter Installation (5/8")	\$31,753	100.00%	\$31,753	\$0	\$31,753
Subtotal	\$388,607	NA	\$388,607	\$0	\$388,607
Public Improvements Funded (Original Budget)					
Roadway & Street Lights	\$673,003	10.58%	\$71,207	\$0	\$71,207
Storm Drain	\$552,105	39.95%	\$220,586	\$0	\$220,586
Sanitary Sewer	\$479,701	39.04%	\$187,258	\$0	\$187,258
Water	\$497,210	36.98%	\$183,877	\$0	\$183,877
Parks, Landscaping, and Other	\$803,380	35.82%	\$287,763	\$0	\$287,763
Subtotal	\$4,136,081	NA	\$1,569,948	\$0	\$1,958,555
Public Improvements Funded (Additional Budget)					
Roadway & Street Lights	\$634,550	25.00%	\$158,638	\$0	\$158,638
Storm Drain	\$134,980	99.00%	\$133,630	\$0	\$133,630
Sanitary Sewer	\$39,026	95.00%	\$37,075	\$0	\$37,075
Water	\$288,765	90.00%	\$259,888	\$0	\$259,888
Parks, Landscaping, and Other	\$33,362	90.00%	\$30,026	\$0	\$30,026
Subtotal	\$429,408	NA	(\$429,408)	\$0	\$1,529,147
Phase II Public Improvements Pre-Funded from Phase III					
Roadway & Street Lights	(\$32,163)	100.00%	(\$32,163)	\$0	(\$32,163)
Storm Drain	(\$99,634)	100.00%	(\$99,634)	\$0	(\$99,634)
Sanitary Sewer	(\$84,581)	100.00%	(\$84,581)	\$0	(\$84,581)
Water	(\$83,054)	100.00%	(\$83,054)	\$0	(\$83,054)
Parks, Landscaping, and Other	(\$129,977)	100.00%	(\$129,977)	\$0	(\$129,977)
Subtotal	(\$429,408)	NA	(\$429,408)	\$0	\$1,529,147
Developer Contribution					
	\$0	100.00%	\$0	\$0	\$0
Subtotal	NA	NA	(\$40,801)	\$0	\$1,529,147
Professional Services					
Assessment Engineer	\$15,600	100.00%	\$15,600	\$0	\$15,600
Appraiser	\$5,000	100.00%	\$5,000	\$0	\$5,000
SCIP Administrator	\$5,000	100.00%	\$5,000	\$0	\$5,000
District Administration/Expense Fund	\$5,000	100.00%	\$5,000	\$0	\$5,000
Subtotal	\$30,600	NA	\$30,600	\$0	\$30,600
Financing Costs					
Bond Reserve Fund	8.00%	NA	\$159,077	-	-
Capitalized Interest	8.00%	NA	\$159,077	-	-
Legal	1.50%	NA	\$29,827	-	-
Issuer	1.50%	NA	\$29,827	-	-
Underwriter	2.50%	NA	\$49,711	-	-
Contingency	0.06%	NA	\$1,193	-	-
Subtotal	21.56%	NA	\$428,712	-	-
Total Assessment			\$1,988,458		

An assessment of the total amount of the costs and expenses of the fees upon the subdivisions of land within the Assessment District, in proportion to the estimated special benefit to be received by the subdivisions from the Impact Fees and Improvements, is set forth upon the following Assessment Roll filed with and made part of this Report.

The Assessment Roll, provided in **Appendix A**, lists the Assessor's Parcel numbers within this Assessment District by assessment number. The assessment numbers appearing on the Assessment Roll correspond with the subdivisions and parcels of land and their current numbers shown on the Boundary Map. The names and addresses of the property owners are as shown on the last equalized assessment roll for taxes or as known to the Secretary of the Authority.

All parcel information has been provided to DTA by the project proponents, the County of San Joaquin Assessor, and the SCIP Program Administrator.

A. Background

Assessment District jurisprudence requires that assessments levied pursuant to the Municipal Improvement Act of 1913 be based on the “special benefit” properties receive from the Works of Improvement (i.e., Impact Fees and Capital Improvements). However, the law does not specify the method or formula that should be used to apportion the assessments in Assessment District proceedings. In addition, Article XIID of the California Constitution, added in November 1996 through the passage of Proposition 218 by voters of the State of California, requires, inter alia, that (i) only special benefits be assessable, (ii) no assessment may exceed the proportional special benefit conferred on the parcel assessed, and (iii) publicly owned parcels shall not be exempt from assessment unless clear and convincing evidence demonstrates that such publicly owned parcels receive no special benefits from the improvements for which the assessment is levied.

“Special benefit” is a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large. Importantly, the general enhancement of property value does not constitute special benefit. As such, this Engineer’s Report has been designed to comply with these requirements, as well as to incorporate recent California court decisions such as: *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* (2008), *Beutz v. County of Riverside* (2010), *Golden Hills Neighborhood Association v. City of San Diego* (2011), and *Concerned Citizens v. West Point Fire Protection District* (2011).

Methodologically, it is necessary and essential to identify the special benefit that the Impact Fees, Capital Improvements, and related improvements will render to the properties within the District. It is also necessary that the properties receive a special and direct benefit as distinguished from benefit to the general public.

All costs associated with the financing of Impact Fees and Capital Improvements are to be fairly distributed among the lots and parcels within the District based upon the special benefit received by each lot and parcel. Additionally, in compliance with the California Constitution Article XIID Section 4, each lot’s and parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred upon it. In sum, each of the properties benefiting from the Impact Fees, Capital Improvements, and related improvements proposed for Assessment District No. 15-01 will be assessed only for the special benefit conferred on such properties.

The Assessment Engineer is appointed for the purpose of analyzing the facts and determining the method and formula for apportionment of the assessment obligation to the benefited properties. For these proceedings, the Authority has retained the firm of David Taussig & Associates, Inc. as the Assessment Engineer.

The Assessment Engineer makes his or her recommendation for the method of apportionment in this Engineer’s Report for consideration at the public hearing. The final authority and action rests with the Authority after hearing all testimony and evidence presented at the public hearing and the tabulation of the assessment ballots. Upon conclusion of the public hearing,

the Authority must make the final action in determining that the assessment has been made in direct proportion to the special benefit received. Ballot tabulation will then be completed, and if a majority of ballots received, weighted by assessment amount, do not protest the assessment, then the Authority may establish the Assessment District.

B. Special Benefit

1. Development Impact Fees

Impact fees are a form of monetary exaction on new development which must be paid as a condition of development approval. Impact fees are neither taxes nor special assessments, nor are these fees permitted to cover ongoing operations and maintenance costs. Because impact fees are collected during the development approval process, the fees are typically paid by developers, builders, or other property owners that are seeking to develop property. In this manner, developers, builders, and property owners pay their “fair share” of needed capital facilities.

The authority of local governments to impose impact fees on development is derived from their police power to protect the health and welfare of citizens under the California Constitution (Article 11, Section 7). Development impact fees were enacted under Assembly Bill 1600 by the California Legislature in 1987 and codified under California Government Code §66000 *et. seq.*, also referred to as the California Mitigation Fee Act (the “Act” or “AB 1600”). Furthermore, the California Mitigation Fee Act provides a prescriptive guide to establishing and administering impact fees based on constitutional and decisional law. Again, Government Code, §65913.8 precludes the use of development fees to fund maintenance or services, with limited exceptions for very small improvements and certain temporary measures needed by certain special districts.

The use of development impact fees to finance public facilities necessary to accommodate new growth is a concept that has been used by cities, counties, and public agencies throughout California. The rationale for charging impact fees is based on the premise that new development should pay its “fair share” of the costs associated with growth. Notably, certain fees levied for utility systems are considered capital charges for the privilege of connection to the utility system (hookup fees) and are charged under different legal authority. All capital impact fees and connection charges that are being paid to finance capital improvements and included in this Engineer’s Report provide direct and special benefit to the properties for which the development impact fees or connection charges are being paid by ultimately allowing for the orderly development of those parcels.

Additionally, it is critical that all fees meet the nexus requirements promulgated under AB 1600 to ensure that they are clearly justifiable and defensible. In order to impose a fee as a condition for a development project, the underlying methodology must accomplish the following:

- *Identify the purpose of the fee.*
- *Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities must be identified.*
- *Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.*
- *Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is being imposed.*
 - *Implicit in these requirements is a stipulation that a public agency cannot impose a fee to cure existing deficiencies in public facilities or improve public facilities beyond what is required based on the specific impacts of new development.*

Accordingly, the finding and allocation of “special benefit” present in this Engineer’s Report is also predicated on the AB 1600 Nexus Studies previously developed for each of the fees outlined in Section III, under the principle that the above AB 1600 “fair share” requirements also comprehensively demonstrate 100% “special benefit.” These AB 1600 Nexus Studies are voluminous and will not be bound in this Report, but by this reference are incorporated as if attached to this Report. The plans and specifications related to the public improvements funded by these impact and connection fees are on file with the City of Manteca, the County of San Joaquin, California, and/or associated public agencies in the region.

2. Capital Improvements

The construction of public infrastructure improvements is typically necessary as a condition of approval to develop a property. Where applicable, the developer is installing these public facilities, which are necessary for the ultimate completion of the projects. The capital improvements financed for the development project included within this Report provide direct and special benefit to the properties being assessed since they could not be developed with building structures without the installation of the District improvements.

a. Roadway Improvements

Road usage is typically computed on the basis of anticipated trip generation. Any traffic analysis or impact study would need to assume a reasonable trip generation rate for each intended land use to not only determine accumulated traffic volumes but also the relative impact of each proposed land use on proposed mitigations. However, because the Pillsbury Estates/Orchard Park (Phase III) development project proposes only one land use, single family detached residential, all lots have the same relative impact as any other lot in the development.

Mono Street is a local, east/west oriented street within Pillsbury Estates/Orchard Park (Phase III) that provides access to Pillsbury Road on the east boundary of the development and direct access to Oleander Avenue, Inyo Avenue, and Azevedo Avenues within the Project. Mono Street will also connect on the west end with a future extension into the adjacent Evans Estates, a proposed development that will predominately access Manteca Road on its westerly boundary. The alignment of Mono Street through Evans Estates is not direct to Manteca Road, but essentially winds through a network of local in-tract streets.

Although Mono Street is intended to provide access for the Pillsbury Estates/Orchard Park (Phase III) project to Pillsbury Road, it cannot be denied that there will be trips through Mono Street to Pillsbury Road originating from Evans Estates. Therefore, there will be a general benefit related to the construction of Mono Street. Ultimately, given uncertainty regarding future land development, DTA very conservatively and generously assigned general benefit to the roadway and street light system as follows: 75%.

b. Stormwater/Drainage Facilities

Stormwater, drainage, and flood control facilities are sized based upon estimated storm flows, which vary with the size of the tributary drainage area, slope, soil type, antecedent runoff condition, rainfall intensity, and impervious ground cover. Accordingly, special benefit related to stormwater facilities is calculated using drainage coefficients provided by the U.S. Department of Agriculture for each type of land use and building area coverage ratios, i.e., stormwater is apportioned relative to the various tributary drainage areas that impact the property. However, because the Pillsbury Estates/Orchard Park (Phase III) project consists of only single family detached residential lots of approximately the same area, the relative contribution of runoff among the various lots is effectively the same. For further information on EBUs and Lot 8, please see the Final Engineer's Report for California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 14-01 (City of Manteca, County of San Joaquin, California).

The storm drain improvements related to Mono Street, Oleander Avenue, Inyo Avenue, and Azevedo Avenue, are designed based on a drainage area consistent with the Pillsbury Estates/Orchard Park (Phase III) project boundary. The park use is intended to be neighborhood in scope, serving Pillsbury Estates/Orchard Park (Phase III) residents only. On its face, the park/basin would provide 100% special benefit to Pillsbury Estates/Orchard Park (Phase III) residents, however it is arguable that the basin mitigates potential flood conditions in the immediately adjacent vicinity by virtue of its runoff containment, and it is conceivable that future residents from Evans Estates may enjoy the use of the park. Therefore, a general benefit of 1% of the costs for drainage is assigned to stormwater drainage facilities.

c. Sanitary Sewer

The primary determinant of sanitary sewer usage is the applicable per capita generation rates. Because the Pillsbury Estates/Orchard Park (Phase III) development project consists of all single family detached land use, the relative contribution to total project sewer generation is equal among all lots. The mainline sewer pipes, manholes and lift station are designed to convey sewage from the Pillsbury Estates/Orchard Park (Phase III) project only. It is not intended, nor possible by the approved construction plans, for the sewer facilities to serve any development outside of the Pillsbury Estates/Orchard Park (Phase III) project. However, typically the system design incorporates some excess capacity due to incremental sizing of pipes, pumps, and appurtenances. This excess capacity might be used in the future as the design and land uses dictate. Therefore, the general benefit assignment to the sewer system is 5%.

d. Potable & Non Potable Water

The primary determinant of water usage is the applicable per capita demand rates. Water improvements have been sized to meet the demands of only the new development. Because the Pillsbury Estates/Orchard Park (Phase III) development project consists of all single family detached land use, the relative contribution to total project water demand is equal among all lots. Because the water improvements are part of a water distribution network, as opposed to a stand-alone and independent water source and delivery system, the improvements would possibly provide the benefits of fire protection (hydrants, pressure distribution, etc.) and peak demand delivery through a more efficient network. Therefore, a small general benefit can be envisioned. Accordingly, a general benefit of 10% of the improvement cost is assigned to Potable and Non-Potable Water.

e. Park & Other Improvements

The primary determinant of park usage is land use population related to historical head counts at peak periods. Because the Pillsbury Estates/Orchard Park (Phase III) development project consists of all single family detached land use, the relative contribution to park usage is equal among all lots. It is conceivable however, as discussed in the storm drainage section above, that residents from the adjacent Evans Estates, or residents outside of the two projects, might enjoy the use of this neighborhood park. Due to this possible general benefit, similar to what was determined in the storm drainage and flood control analysis, a general benefit of 10% has been assigned to the park facilities. With regard to park reimbursements, because this appears as a credit against park obligations assigned to the developer, the reimbursement is considered entirely special benefit.

C. Apportionment

The assessments for this development, Pillsbury Estates/Orchard Park, Phase III, will be apportioned pro rata on the one hundred thirteen (113) residential lots indicated on the recorded tract maps and Assessor's Parcel maps for the project. The assessments for the District may be subject to further apportionment since the property may experience lot line adjustments and/or re-subdivisions as properties are sold or lots and parcels are created. Upon recordation of subdivision, parcel or lot line adjustment maps, the assessment for the newly created parcels will be apportioned as described on the following pages.

1. Benefiting Properties within the District

At the time this Report was prepared, the development comprising this District consisted of one hundred thirteen (113) residential parcels, which encompass a current total acreage of 29.54 acres across the following Assessor's Parcels: 226-240-680-000 through 226-240-910-000, 226-250-460-000 through 226-250-860-000, and 226-320-010-000 through 226-320-500-000.

Each parcel will have certain improvements funded through SCIP and will be assessed for such improvements financed through the District. At the time this Report was prepared, Pillsbury Estates/Orchard Park (Phase III) final map had been recorded and the development fully parcelized. If land uses change or the existing parcels are re-subdivided, the assessment may be allocated to each new assessor's parcels in proportion to the original assessment based on the net acreage of each new assessor's parcel.

2. Benefit Analysis

Development Impact Fees

The method of apportionment established for the development reflects the proportional special benefit that each property receives from the levied development impact fees. The impact fees are imposed on a per lot basis and the fees are in turn based on a Nexus study that also incorporates the principles of strict proportionality and fairness and is required to identify and apportion only direct benefits related to the benefit area defined. The per parcel fee, by definition, is the fair share contribution of the parcel to mitigate the impact of that parcel on the defined public facilities. Therefore, with regard to this assessment, the impact fee component of this assessment is considered to be 100% special benefit.

The assessments for this development will be placed onto the currently existing Assessor's Parcels on which the development is located pro rata, across the one hundred thirteen (113) residential units.

Capital Improvements

The method of apportionment established for the Pillsbury Estates/Orchard Park (Phase III) development reflects the proportional special benefit that each property receives from the improvements. For this residential development, it has been determined that the benefit to each of the one hundred thirteen (113) single family residential lots is identical and that the most appropriate allocation of special benefit assessment is to assign to each property an amount equal to the total assessment amount associated with the single family residential property and divided by the total number of approved single family residential units within the District, or one equivalent benefit unit (EBU) for each proposed single-family residential unit. The assessments for this development will be placed onto the currently existing Assessor's Parcels on which the development is located.

The construction of the improvements associated with the Pillsbury Estates/Orchard Park (Phase III) development provides a direct and special benefit to the properties in the development, for the ultimate purposes of ingress/egress, access, utility service, and drainage. The lots in the development could not be created nor the special benefit enjoyed by the ultimate lot owners without the construction of these improvements, which were required in order for the property to be developed.

Because all future lots and parcels within the development which are proposed to have buildings constructed on them benefit from the District improvements, they will be assessed for the portion of the specific costs of the improvements that are attributable to them. Lots or areas which are designed as common lots for parking, landscaping, and/or ingress and egress for the site, and which service the lots with building or storage uses within the development and which are not expected to have buildings located on them, will not be assessed.

Importantly, the below improvement special benefit apportionment discussions relate to the underlying budget utilized in each of Orchard Park's three (3) phases. The intent in apportioning the original budget was to allocate the cost for the development across the three (3) phases in such a way that the sum of the apportionment factors would generally equal the special benefit allocation utilized, as each of the single family homes receive an equal share of benefit from the improvements. However, in light of additional construction costs/budget that have since increased (and become available) after the completion of Phase II, the entire amount of this additional budget was allocated to Phase III only, thereby slightly altering Phase III's budget symmetry to that of the previous phases.

Roadway improvements are typically computed on the basis of anticipated trip generation. Because Pillsbury Estates/Orchard Park (Phase III) generally contains 113 residential lots that need Buena Vista Avenue, Azevedo Avenue, and Mono Street to access Pillsbury Road, each of which generates the same average daily trips ("ADT"), the Equivalent Benefit Unit ("EBU") assigned to each lot is 1.0. As generally described above, the cost of the special benefits

assigned to the Pillsbury Estate/Orchard Park (Phase III) project is apportioned to Phase 3 by a factor of 42.32% (113 EBUs divided by 267 EBUs). For administrative ease, the roadway and street light costs apportioned to Phase 3 on a per lot basis are determined by dividing that amount by 113 EBUs (0.88%).

The storm drainage, park, and landscaping improvements are typically apportioned by area, as discussed above. The cost of the special benefits assigned to the Pillsbury Estate/Orchard Park (Phase III) project is apportioned to Phase 3 by a factor of 41.09% (113 EBUs divided by 280 EBUs). Again, for administrative ease, the costs apportioned to Phase 3 on a per lot basis are determined by dividing that amount by 113 EBUs (0.88%).

The sewer improvements are typically apportioned by parcel, as discussed above. The cost of the special benefits assigned to the Pillsbury Estates/Orchard Park (Phase III) project is apportioned to Phase 3 by a factor of 41.09% (113 EBUs divided by 275 EBUs). Again, for administrative ease, and in recognition of the incremental variations in special benefit across improvement categories, the costs apportioned to Phase 3 on a per lot basis are determined by dividing that amount by 113 EBUs (0.88%).

Finally, the water improvements are typically apportioned by parcel, as discussed above. The cost of the special benefits assigned to the Pillsbury Estate/Orchard Park (Phase III) project is apportioned to Phase 3 by a factor of 41.09% (113 EBUs divided by 275 EBUs). Again, for administrative ease, the costs apportioned to Phase 3 on a per lot basis are determined by dividing that amount by 113 EBUs (0.88%).

For further information on EBUs and Lot 8, please see the Final Engineer's Report for California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 14-01 (City of Manteca, County of San Joaquin, California).

D. Conclusion

In conclusion, it is the Assessment Engineer's opinion that the assessments for the California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Manteca, County of San Joaquin, California) are allocated in accordance with the direct and special benefit which the land receives from the Works of Improvement, herein defined as Improvements and Impact Fees and identified in Section V, in compliance with the requirements of Article XIID of the California Constitution.

A Boundary Map showing the Assessment District, including the boundaries and dimensions of the parcels, lots, or subdivisions of land within the Assessment District as they existed at the time of the passage of the Resolution of Intention, will be filed and recorded at the County of San Joaquin Recorder's office (Document No: _____). Each of the subdivisions of land, parcels, or lots has been given a separate number on the Boundary Map that corresponds with the assessment number shown on the Assessment Roll.

The Assessment Diagram will be filed with the Final Engineer's Report at the time of the passage of the Resolution of Formation.

SHEET 1 OF 2

**PROPOSED BOUNDARIES OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITIES INFRASTRUCTURE PROGRAM
ASSESSMENT DISTRICT NO. 15-01
(CITY OF MANTECA, COUNTY OF SAN JOAQUIN)
STATE OF CALIFORNIA**

Assessment Number	Assessor Parcel Number
1	226-240-68
2	226-240-69
3	226-240-70
4	226-240-71
5	226-240-72
6	226-240-73
7	226-240-74
8	226-240-75
9	226-240-76
10	226-240-77
11	226-240-78
12	226-240-79
13	226-240-80
14	226-240-81
15	226-240-82
16	226-240-83
17	226-240-84
18	226-240-85
19	226-240-86
20	226-240-87
21	226-240-88
22	226-240-89
23	226-240-90
24	226-240-91
25	226-250-46
26	226-250-47
27	226-250-49
28	226-250-50
29	226-250-51
30	226-250-52
31	226-250-53
32	226-250-54
33	226-250-55
34	226-250-57
35	226-250-58
36	226-250-59
37	226-250-60
38	226-250-61
39	226-250-62
40	226-250-63
41	226-250-64
42	226-250-65
43	226-250-66
44	226-250-67
45	226-250-68
46	226-250-69
47	226-250-70
48	226-250-71
49	226-250-72
50	226-250-73
51	226-250-74
52	226-250-75
53	226-250-76
54	226-250-77
55	226-250-78
56	226-250-79
57	226-250-80

Assessment Number	Assessor Parcel Number
58	226-250-81
59	226-250-82
60	226-250-83
61	226-250-84
62	226-250-85
63	226-250-86
64	226-320-01
65	226-320-02
66	226-320-03
67	226-320-04
68	226-320-05
69	226-320-06
70	226-320-07
71	226-320-08
72	226-320-09
73	226-320-10
74	226-320-11
75	226-320-12
76	226-320-13
77	226-320-14
78	226-320-15
79	226-320-16
80	226-320-17
81	226-320-18
82	226-320-19
83	226-320-20
84	226-320-21
85	226-320-22
86	226-320-23
87	226-320-24
88	226-320-25
89	226-320-26
90	226-320-27
91	226-320-28
92	226-320-29
93	226-320-30
94	226-320-31
95	226-320-32
96	226-320-33
97	226-320-34
98	226-320-35
99	226-320-36
100	226-320-37
101	226-320-38
102	226-320-39
103	226-320-40
104	226-320-41
105	226-320-42
106	226-320-43
107	226-320-44
108	226-320-45
109	226-320-46
110	226-320-47
111	226-320-48
112	226-320-49
113	226-320-50

For particulars of lines and dimensions of Assessor's parcels reference is made to the maps of the San Joaquin County Assessor, California.

Filed this _____ day of _____, 201____, at the hour of _____ o'clock _____ m., in book _____ of Maps of Assessment and Community Facilities Districts at page _____ in the office of the Recorder of the County of San Joaquin, State of California.

By Deputy,
County Recorder, County of San Joaquin

Recorded in the office of the Superintendent of Streets of the Commission of the California Statewide Communities Development Authority on the _____ day of _____, 201____.

Superintendent of Streets
California Statewide Communities Development Authority

I hereby certify that the within map showing proposed boundaries of California Statewide Communities Development Authority, Statewide Communities Infrastructure Program, Assessment District No. 15-01 (City of Manteca, County of San Joaquin), State of California, was approved by the Commission of the California Statewide Communities Development Authority at a regular meeting thereof, held on the _____ day of _____, 201____, by its resolution No. _____.

Secretary of the Authority
California Statewide Communities Development Authority

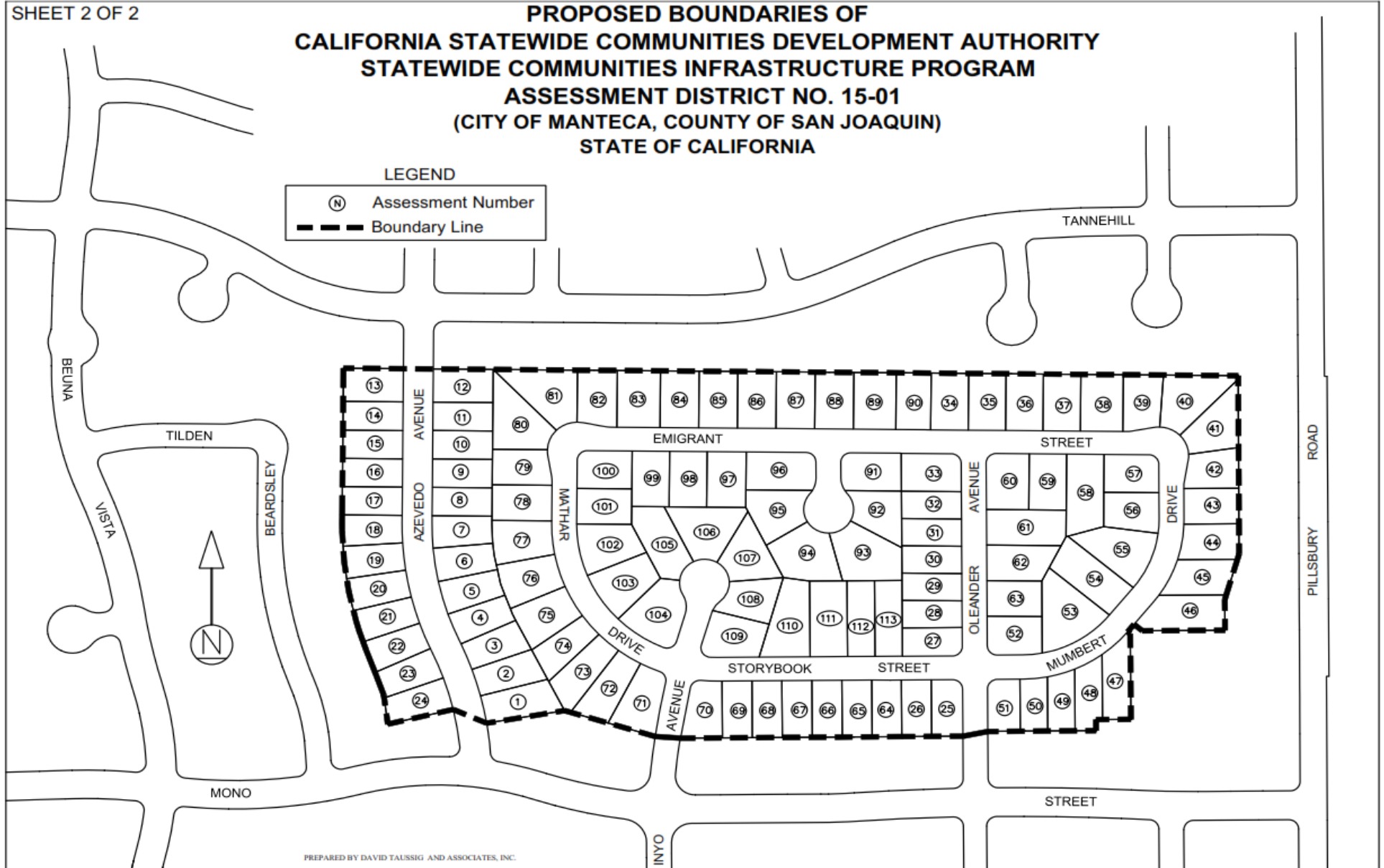
PREPARED BY DAVID TAUSSIG AND ASSOCIATES, INC.

SHEET 2 OF 2

**PROPOSED BOUNDARIES OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITIES INFRASTRUCTURE PROGRAM
ASSESSMENT DISTRICT NO. 15-01
(CITY OF MANTECA, COUNTY OF SAN JOAQUIN)
STATE OF CALIFORNIA**

LEGEND

- (N) Assessment Number
- Boundary Line



PREPARED BY DAVID TAUSSIG AND ASSOCIATES, INC.

In addition to or as a part of the assessment lien levied against each parcel of land within the District, each parcel of land shall also be subject to an annual administrative cost add-on to pay costs incurred by the Authority and not otherwise reimbursed which results from the administration and collection of assessments or from the administration or registration of any bonds and/or reserve or other related funds. The maximum total amount of such annual administrative cost add-on for the Assessment District will not exceed five percent (5.00%) of the initial annual principal and interest amount, subject to an increase annually by the positive change, if any, in the consumer price index (CPI) for the San Francisco-Oakland-San Jose area. Each parcel's share of the administrative cost add-on shall be computed based on the parcel's proportionate share of its annual assessment.

(Compliance with Part 7.5 of Division 4 of the Streets and Highways Code)

Pursuant to Sections 2960, 2961 and 10200 of the Streets and Highways Code, the Commission of the California Statewide Communities Development Authority intends to comply with the requirements of the Special Assessment Investigation, Limitations and Majority Protest Act of 1931 by proceeding under Part 7.5 of Division 4 of the Streets and Highways Code.

We are not aware of any prior assessment liens for the properties located within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Manteca, County of San Joaquin, California).

The total confirmed assessment liens for California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Manteca, County of San Joaquin, California) equals \$1,988,458.

The County of San Joaquin's assessed value of the parcels within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Manteca, County of San Joaquin, California) totals \$490,268.

One-half of the assessed value of the parcels within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Manteca, County of San Joaquin, California) totals \$245,134.

The value-to-lien based on the County of San Joaquin's assessed value for all properties located in the District is 0.25 to 1.

An appraisal is being performed by the firm of Seevers, Jordan and Ziegenmeyer (SJZ) for the appraised value of the parcels located within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-01 (City of Manteca, County of San Joaquin, California) and will be incorporated into the Final Engineer's Report and/or Official Statement for any bonds to be issued that are secured by the District.

C:\Users\Kelly\Desktop\Desktop Icons and Current Projects\SCIP\SCIP Revised\CSCDA AD No. 15-01 (San Joaquin County) Engineer's Report Preliminary (06.10.2015)_v7.docx

APPENDIX A

Assessment District No. 15-01
California Statewide Communities Development Authority
(Statewide Communities Infrastructure Program)
City of Manteca, County of San Joaquin
Orchard Park (Phase III)

Assessment Roll

[illegible]

[illegible]



Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

2250 Hyde Street, 5th Floor
San Francisco, CA 94109
Phone (800) 969-4382

PRELIMINARY

ENGINEER'S REPORT

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**



**ASSESSMENT DISTRICT No. 15-02
COACHELLA VALLEY WATER DISTRICT
CITY OF CATHEDRAL CITY, COUNTY OF RIVERSIDE**

BEGINNING FISCAL YEAR 2015-2016

INTENT MEETING: JUNE 18, 2015

PUBLIC HEARING: AUGUST 6, 2015

Prepared by

DAVID TAUSSIG & ASSOCIATES, INC.
2250 Hyde Street, 5th Floor
San Francisco, California 94109
(800) 969-4382

Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

Newport Beach
Riverside
San Francisco
San Jose
Dallas, TX

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

Scott Carper
California Statewide Communities Development Authority

PROFESSIONAL SERVICES

UNDERWRITER
Robert Williams
RBC Capital Markets Corporation

BOND COUNSEL
John Knox, Esq.
Orrick, Herrington & Sutcliffe LLP

PROGRAM ADMINISTRATOR
Vo Nguyen
BLX Group, LLC

ASSESSMENT ENGINEERING
Nathan D. Perez, Esq.
Stephen A. Runk, P.E.
David Taussig & Associates, Inc.

TABLE OF CONTENTS

SECTION	PAGE
I CERTIFICATES	1
II ENGINEER'S REPORT	2
III DESCRIPTION OF WORK	3
IV PLANS AND SPECIFICATIONS.....	5
V COST ESTIMATE	6
VI ASSESSMENT ROLL	7
VII(A) METHOD OF ASSESSMENT.....	8
VII(B) SPECIAL BENEFIT	9
VII(B)(1) DEVELOPMENT IMPACT FEES.....	9
VII(B)(2) CAPITAL IMPROVEMENTS	10
VII(C) APPORTIONMENT	10
VII(D) CONCLUSION	11
VIII ASSESSMENT DIAGRAM/BOUNDARY MAP	12
IX ADMINISTRATION	15
X DEBT LIMITATION REPORT	16

APPENDICES

Appendix A: ASSESSMENT ROLL

The undersigned respectfully submits the enclosed Engineer's Report as directed by the Commission of the California Statewide Communities Development Authority.

Date: _____, 2015

David Taussig & Associates, Inc.

By: _____
Stephen A. Runk, P.E.
License Number: C23473

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was filed with me on the _____ day of _____, 2015.

By: _____
Assistant to Secretary of the Authority,
California Statewide Communities
Development Authority

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was approved and confirmed by the Commission of the California Statewide Communities Development Authority on the _____ day of _____, 2015.

By: _____
Assistant to Secretary of the Authority,
California Statewide Communities
Development Authority

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was recorded in my office on the _____ day of _____, 2015.

By: _____
Superintendent of Streets of the Authority,
California Statewide Communities
Development Authority

David Taussig & Associates, Inc., Assessment Engineer for the California Statewide Communities Development Authority (the "Authority") (Statewide Communities Infrastructure Program) Assessment District No. 15-02 (Coachella Valley Water District, City of Cathedral City, County of Riverside, California) hereinafter referred to as "District," makes this report (hereinafter "Engineer's Report" or "Report"), as directed by the Commission of the Authority, in accordance with the Resolution of Intention, Resolution No. _____, and pursuant to Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913) and Article XIID of the California Constitution, which was added in November 1996 through the passage of Proposition 218 by voters of the State of California.

The fees which are the subject of this Report are briefly described as follows:

A. Impact Fees & Facilities Benefit Assessments

- 1 Sewer Fee – Coachella Valley Water District (Ordinance No. 2354, adopted June 3, 1998)
– A fund created to provide for sewer connection services as well as a capital reserve for the purpose of constructing needed sewer facilities.
- 2 Water Facilities Fee – Coachella Valley Water District (Ordinance No. 2353, adopted June 3, 1998 and revised October 2, 2001) – A fund created to provide for existing water facilities improvements and to construct new water facilities.
- 3 $\frac{3}{4}$ " Meter Fee – Fee for meter installation to provide source of supply and storage for all regular service connections. Amounts are determined by the size and location of the meter.

At this time, there are no capital improvements which are the subject of this Report.

Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12.00%) shall be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall not mature more than twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

This Report includes the following sections:

Plans and Specifications – Plans and specifications for improvements to be constructed. Plans and specifications are a part of this Report whether or not separately bound.

Cost Estimate – An estimate of the cost of the improvements.

Assessment Roll – An assessment roll, showing the amount to be assessed against each parcel of real property within this Assessment District and the names and addresses of the property owners. An Assessor's Parcel number or other designation describes each parcel. Each parcel is also assigned an "assessment number" that links the Roll to the Diagram.

Method of Assessment – A statement of the method by which the Assessment Engineer determined the amount to be assessed against each parcel, based on special benefits to be derived by each parcel from the improvements.

Assessment Diagram – A diagram showing all of the parcels of real property to be assessed within this Assessment District. The diagram corresponds with the Assessment Roll by assessment number.

Administration/Maximum Annual Administrative Cost Add-on – Proposed maximum annual assessment per parcel for current costs and expenses.

Debt Limitation Report – A debt limitation report showing compliance with Part 7.5 of Division 4 of the Streets and Highways Code.

The plans, specifications, and studies of the improvements and impact fees for this District are voluminous and will not be bound in this Report, but by this reference are incorporated as if attached to this Report. The plans and specifications are on file with the Coachella Valley Water District and/or associated public agencies in the region.

Summary Cost Estimate

The estimated costs of the fees and improvements have been calculated and are shown below along with other bond financing costs. All fee information has been provided to DTA by the project proponents, the City of Cathedral City, and the SCIP Program Administrator.

Cost Estimate City of Cathedral City, County of Riverside - Coachella Valley Water District					
Description	Development Impact Fees	Special Benefit Apportioned to Project	Assessment Amount	Amounts Pre-Paid by & Reimbursable to Developer	Amount Funded to Agency
Coachella Valley Water District Fees					
Sewer Connection Charge	\$683,991	100%	\$683,991	\$0	\$683,991
Water System Backup Facility Charge	\$522,687	100%	\$522,687	\$0	\$522,687
Meter Installation Charge	\$54,990	100%	\$54,990	\$0	\$54,990
Subtotal	\$1,261,668	NA	\$1,261,668	\$0	\$1,261,668
Professional Services					
Assessment Engineer	\$6,600	100%	\$6,600	\$0	\$6,600
Appraiser	\$5,000	100%	\$5,000	\$0	\$5,000
SCIP Program Administrator	\$5,000	100%	\$5,000	\$0	\$5,000
Administration/Expense Fund	\$0	100%	\$0	\$0	\$0
Subtotal	\$16,600	NA	\$16,600	\$0	\$1,278,268
Financing Costs					
Bond Reserve Fund	8.00%		\$130,369	-	-
Capitalized Interest	8.00%		\$130,369	-	-
Legal	1.50%		\$24,444	-	-
Issuer	1.50%		\$24,444	-	-
Underwriter	2.50%		\$40,740	-	-
Contingency	0.06%		\$978	-	-
Subtotal	21.56%		\$351,344	-	-
Total Assessment			\$1,629,612		

An assessment of the total amount of the costs and expenses of the fees upon the subdivisions of land within the Assessment District, in proportion to the estimated special benefit to be received by the subdivisions from the Impact Fees and Improvements, is set forth upon the following Assessment Roll filed with and made part of this Report.

The Assessment Roll, provided as **Appendix A**, lists the Assessor's Parcel numbers within this Assessment District by assessment number. The assessment numbers appearing on the Assessment Roll correspond with the subdivisions and parcels of land and their current numbers shown on the Boundary Map. The names and addresses of the property owners are as shown on the last equalized assessment roll for taxes or as known to the Secretary of the Authority.

All parcel information has been provided to DTA by the project proponents, the County of Riverside Assessor, and the SCIP Program Administrator.

A. Background

Assessment District jurisprudence requires that assessments levied pursuant to the Municipal Improvement Act of 1913 be based on the “special benefit” properties receive from the Works of Improvement (i.e., Impact Fees and Capital Improvements). However, the law does not specify the method or formula that should be used to apportion the assessments in Assessment District proceedings. In addition, Article XIID of the California Constitution, added in November 1996 through the passage of Proposition 218 by voters of the State of California, requires, inter alia, that (i) only special benefits be assessable, (ii) no assessment may exceed the proportional special benefit conferred on the parcel assessed, and (iii) publicly owned parcels shall not be exempt from assessment unless clear and convincing evidence demonstrates that such publicly owned parcels receive no special benefits from the improvements for which the assessment is levied.

“Special benefit” is a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large. Importantly, the general enhancement of property value does not constitute special benefit. As such, this Engineer’s Report has been designed to comply with these requirements, as well as to incorporate recent California court decisions such as: *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* (2008), *Beutz v. County of Riverside* (2010), *Golden Hills Neighborhood Association v. City of San Diego* (2011), and *Concerned Citizens v. West Point Fire Protection District* (2011).

Methodologically, it is necessary and essential to identify the special benefit that the Impact Fees, Capital Improvements, and related improvements will render to the properties within the District. It is also necessary that the properties receive a special and direct benefit as distinguished from benefit to the general public.

All costs associated with the financing of Impact Fees and Capital Improvements are to be fairly distributed among the lots and parcels within the District based upon the special benefit received by each lot and parcel. Additionally, in compliance with the California Constitution Article XIID Section 4, each lot’s and parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred upon it. In sum, each of the properties benefiting from the Impact Fees, Capital Improvements, and related improvements proposed for Assessment District No. 15-02 will be assessed only for the special benefit conferred on such properties.

The Assessment Engineer is appointed for the purpose of analyzing the facts and determining the method and formula for apportionment of the assessment obligation to the benefited properties. For these proceedings, the Authority has retained the firm of David Taussig & Associates, Inc. as the Assessment Engineer.

The Assessment Engineer makes his or her recommendation for the method of apportionment in this Engineer’s Report for consideration at the public hearing. The final authority and action rests with the Authority after hearing all testimony and evidence presented at the public hearing and the tabulation of the assessment ballots. Upon conclusion of the public hearing,

the Authority must make the final action in determining that the assessment has been made in direct proportion to the special benefit received. Ballot tabulation will then be completed, and if a majority of ballots received, weighted by assessment amount, do not protest the assessment, then the Authority may establish the Assessment District.

B. Special Benefit

1. Development Impact Fees

Impact fees are a form of monetary exaction on new development which must be paid as a condition of development approval. Impact fees are neither taxes nor special assessments, nor are these fees permitted to cover ongoing operations and maintenance costs. Because impact fees are collected during the development approval process, the fees are typically paid by developers, builders, or other property owners that are seeking to develop property. In this manner, developers, builders, and property owners pay their “fair share” of needed capital facilities.

The authority of local governments to impose impact fees on development is derived from their police power to protect the health and welfare of citizens under the California Constitution (Article 11, Section 7). Development impact fees were enacted under Assembly Bill 1600 by the California Legislature in 1987 and codified under California Government Code §66000 *et. seq.*, also referred to as the California Mitigation Fee Act (the “Act” or “AB 1600”). Furthermore, the California Mitigation Fee Act provides a prescriptive guide to establishing and administering impact fees based on constitutional and decisional law. Again, Government Code, §65913.8 precludes the use of development fees to fund maintenance or services, with limited exceptions for very small improvements and certain temporary measures needed by certain special districts.

The use of development impact fees to finance public facilities necessary to accommodate new growth is a concept that has been used by cities, counties, and public agencies throughout California. The rationale for charging impact fees is based on the premise that new development should pay its “fair share” of the costs associated with growth. Notably, certain fees levied for utility systems are considered capital charges for the privilege of connection to the utility system (hookup fees) and are charged under different legal authority. All capital impact fees and connection charges that are being paid to finance capital improvements and included in this Engineer’s Report provide direct and special benefit to the properties for which the development impact fees or connection charges are being paid by ultimately allowing for the orderly development of those parcels.

Additionally, it is critical that all fees meet the nexus requirements promulgated under AB 1600 to ensure that they are clearly justifiable and defensible. In order to impose a fee as a condition for a development project, the underlying methodology must accomplish the following:

- *Identify the purpose of the fee.*
- *Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities must be identified.*
- *Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.*
- *Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is being imposed.*
 - *Implicit in these requirements is a stipulation that a public agency cannot impose a fee to cure existing deficiencies in public facilities or improve public facilities beyond what is required based on the specific impacts of new development.*

Accordingly, the finding and allocation of “special benefit” present in this Engineer’s Report is also predicated on the AB 1600 Nexus Studies previously developed for each of the fees outlined in Section III, under the principle that the above AB 1600 “fair share” requirements also comprehensively demonstrate 100% “special benefit.” These AB 1600 Nexus Studies are voluminous and will not be bound in this Report, but by this reference are incorporated as if attached to this Report. The plans and specifications related to the public improvements funded by these impact and connection fees are on file with the City of Cathedral City, the County of Riverside, California, and/or associated public agencies in the region.

2. Capital Improvements

The construction of public infrastructure improvements is typically necessary as a condition of approval to develop a property. Where applicable, the developer is installing these public facilities, which are necessary for the ultimate completion of the projects. However, at this time, there are no capital improvements which are the subject of this Report.

C. Apportionment

The assessments for this development will be apportioned pro rata across the one hundred forty one (141) residential lots indicated on the recorded tract maps and Assessor’s Parcel maps for the project. The assessments for the District may be subject to further apportionment since the property may experience lot line adjustments and/or re-subdivisions as properties are sold or lots and parcels are created. Upon recordation of subdivision, parcel or lot line adjustment maps, the assessment for the newly created parcels will be apportioned as described on the following pages.

1. Benefiting Properties within the District

At the time this Report was prepared, the development comprising this District consisted of one hundred forty one (141) residential parcels, which encompass a current total acreage of 21.29 acres across the following Assessor's Parcels: 670-510-007, 670-510-008, 670-510-033 through 670-510-040, 670-510-053 through 670-510-061, 670-520-005 through 670-520-009, 670-520-013 through 670-520-016, 670-520-032 through 670-520-036, 670-520-040 through 670-520-042, 670-520-045 through 670-520-052, 670-520-055, 670-520,060, 670-520-061, 670-530-001 through 670-530-026, 670-530-029 through 670-530-041, 670-530-043 through 670-530-050, 670-530-057, and 670-540-008 through 670-540-053.

Each parcel will have certain improvements funded through SCIP and will be assessed for such improvements financed through the District. If land uses change or the existing parcels are re-subdivided, the assessment may be allocated to each new assessor's parcels in proportion to the original assessment based on the net acreage of each new assessor's parcel.

2. Benefit Analysis

The method of apportionment established for the development reflects the proportional special benefit that each property receives from the levied development impact fees. The impact fees are imposed on a per lot basis and the fees are in turn based on a Nexus study that also incorporates the principles of strict proportionality and fairness and is required to identify and apportion only direct benefits related to the benefit area defined. The per parcel fee, by definition, is the fair share contribution of the parcel to mitigate the impact of that parcel on the defined public facilities. Therefore, with regard to this assessment, the impact fee component of this assessment is considered to be 100% special benefit.

The assessments for this development will be placed onto the currently existing Assessor's Parcels on which the development is located pro rata, across the one hundred forty one (141) residential units.

D. Conclusion

In conclusion, it is the Assessment Engineer's opinion that the assessments for the California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-02 (Coachella Valley Water District, City of Cathedral City, County of Riverside, California) are allocated in accordance with the direct and special benefit which the land receives from the Works of Improvement, herein defined as Improvements and Impact Fees and identified in Section V, in compliance with the requirements of Article XIID of the California Constitution.

A Boundary Map showing the Assessment District, including the boundaries and dimensions of the parcels, lots, or subdivisions of land within the Assessment District as they existed at the time of the passage of the Resolution of Intention, will be filed and recorded at the County of Riverside's Recorder's office (Document No: _____). Each of the subdivisions of land, parcels, or lots has been given a separate number on the Boundary Map that corresponds with the assessment number shown on the Assessment Roll.

The Assessment Diagram will be filed with the Final Engineer's Report at the time of the passage of the Resolution of Formation.

SHEET 1 OF 2

**PROPOSED BOUNDARIES OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITIES INFRASTRUCTURE PROGRAM
ASSESSMENT DISTRICT NO. 15-02
(COACHELLA VALLEY WATER DISTRICT, COUNTY OF RIVERSIDE)
STATE OF CALIFORNIA**

Assessment Number	Assessor Parcel Number
1	670-540-027
2	670-540-026
3	670-540-025
4	670-540-024
5	670-540-023
6	670-540-022
7	670-540-021
8	670-540-020
9	670-540-019
10	670-540-018
11	670-540-017
12	670-540-016
13	670-540-015
14	670-540-014
15	670-540-013
16	670-540-012
17	670-540-011
18	670-540-010
19	670-540-009
20	670-540-008
21	670-540-033
22	670-540-032
23	670-540-031
24	670-540-030
25	670-540-029
26	670-540-028
27	670-540-053
28	670-540-052
29	670-540-051
30	670-540-050
31	670-540-049
32	670-540-048
33	670-540-047
34	670-540-046
35	670-540-045
36	670-540-044
37	670-540-043
38	670-540-042
39	670-540-041
40	670-540-040
41	670-540-039
42	670-540-038
43	670-540-037
44	670-540-036
45	670-540-035
46	670-540-034
47	670-510-007
48	670-510-008
49	670-510-056
50	670-510-057
51	670-510-058
52	670-510-059
53	670-510-060
54	670-510-061
55	670-510-037
56	670-510-038
57	670-510-039

Assessment Number	Assessor Parcel Number
58	670-510-040
59	670-510-033
60	670-510-034
61	670-510-035
62	670-510-036
63	670-510-053
64	670-510-054
65	670-510-055
66	670-520-061
67	670-520-060
68	670-520-016
69	670-520-032
70	670-520-033
71	670-520-034
72	670-520-035
73	670-520-036
74	670-520-041
75	670-520-040
76	670-520-005
77	670-520-006
78	670-520-007
79	670-520-008
80	670-520-009
81	670-520-013
82	670-520-014
83	670-520-015
84	670-520-055
85	670-520-052
86	670-520-051
87	670-520-050
88	670-520-049
89	670-520-048
90	670-520-047
91	670-520-046
92	670-520-045
93	670-520-042
94	670-530-021
95	670-530-022
96	670-530-023
97	670-530-024
98	670-530-031
99	670-530-032
100	670-530-033
101	670-530-034
102	670-530-005
103	670-530-004
104	670-530-003
105	670-530-002
106	670-530-001
107	670-530-010
108	670-530-009
109	670-530-008
110	670-530-007
111	670-530-006
112	670-530-025
113	670-530-026
114	670-530-029

Assessment Number	Assessor Parcel Number
115	670-530-030
116	670-530-015
117	670-530-014
118	670-530-013
119	670-530-012
120	670-530-011
121	670-530-016
122	670-530-017
123	670-530-018
124	670-530-019
125	670-530-020
126	670-530-035
127	670-530-036
128	670-530-037
129	670-530-038
130	670-530-039
131	670-530-040
132	670-530-041
133	670-530-057
134	670-530-043
135	670-530-044
136	670-530-045
137	670-530-046
138	670-530-047
139	670-530-048
140	670-530-049
141	670-530-050

Filed this _____ day of _____, 201____, at the hour of _____ o'clock _____ m., in book _____ of Maps of Assessment and Community Facilities Districts at page _____ in the office of the Recorder of the County of Riverside, State of California.

By Deputy,
County Recorder, County of Riverside

Recorded in the office of the Superintendent of Streets of the Commission of the California Statewide Communities Development Authority on the _____ day of _____, 201____.

Superintendent of Streets
California Statewide Communities Development Authority

I hereby certify that the within map showing proposed boundaries of California Statewide Communities Development Authority, Statewide Communities Infrastructure Program, Assessment District No. 15-02 (Coachella Valley Water District, County of Riverside), State of California, was approved by the Commission of the California Statewide Communities Development Authority at a regular meeting thereof, held on the _____ day of _____, 201____, by its resolution No. _____.

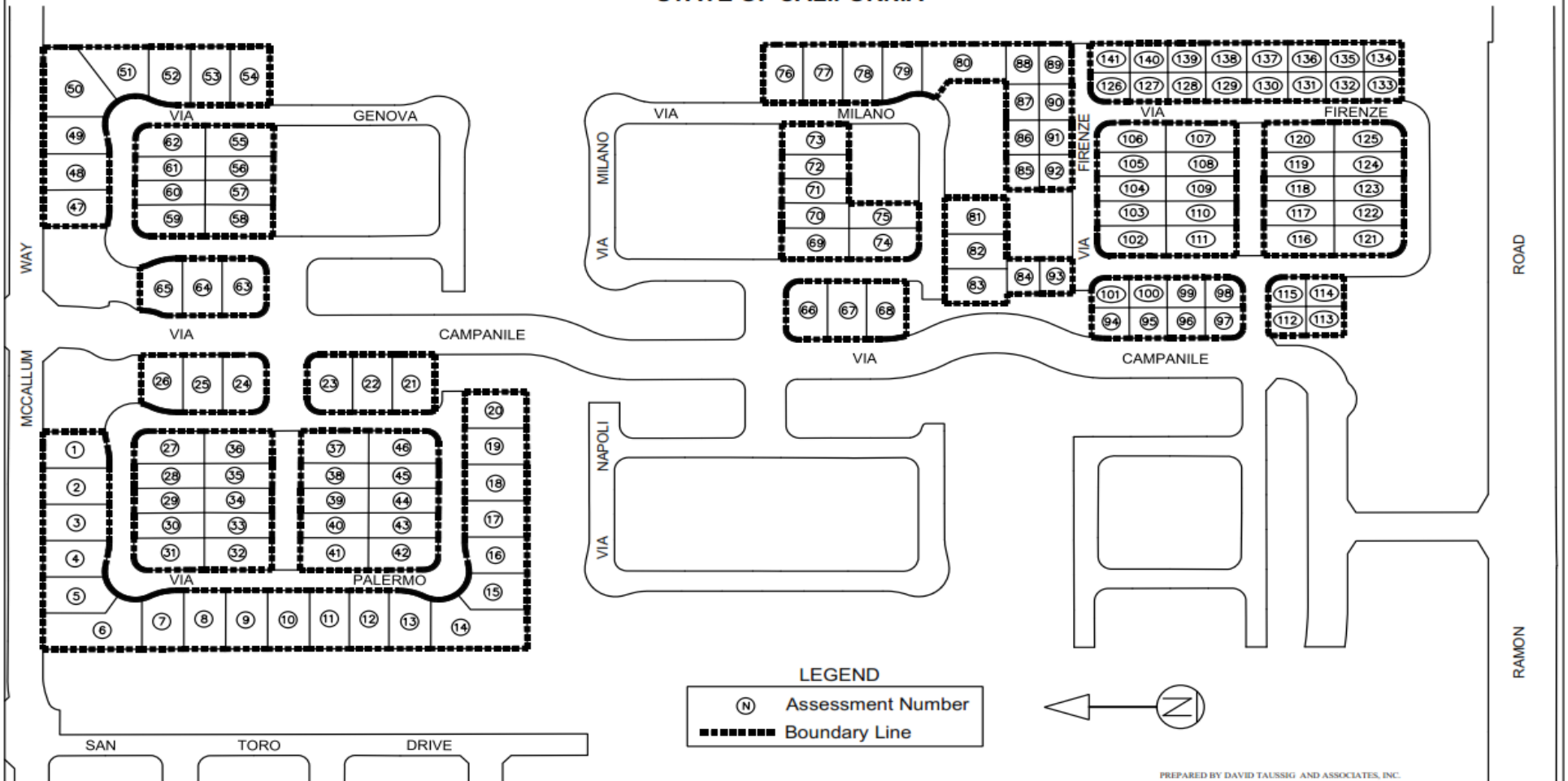
Secretary of the Authority
California Statewide Communities Development Authority

For particulars of lines and dimensions of Assessor's parcels reference is made to the maps of the Riverside County Assessor, California.

PREPARED BY DAVID TAUSSIG AND ASSOCIATES, INC.

SHEET 2 OF 2

**PROPOSED BOUNDARIES OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITIES INFRASTRUCTURE PROGRAM
ASSESSMENT DISTRICT NO. 15-02
(COACHELLA VALLEY WATER DISTRICT, COUNTY OF RIVERSIDE)
STATE OF CALIFORNIA**



In addition to or as a part of the assessment lien levied against each parcel of land within the District, each parcel of land shall also be subject to an annual administrative cost add-on to pay costs incurred by the Authority and not otherwise reimbursed which results from the administration and collection of assessments or from the administration or registration of any bonds and/or reserve or other related funds. The maximum total amount of such annual administrative cost add-on for the Assessment District will not exceed five percent (5.00%) of the initial annual principal and interest amount, subject to an increase annually by the positive change, if any, in the consumer price index (CPI) for the Los Angeles-Riverside-Orange County area. Each parcel's share of the administrative cost add-on shall be computed based on the parcel's proportionate share of its annual assessment.

(Compliance with Part 7.5 of Division 4 of the Streets and Highways Code)

Pursuant to Sections 2960, 2961 and 10200 of the Streets and Highways Code, the Commission of the California Statewide Communities Development Authority intends to comply with the requirements of the Special Assessment Investigation, Limitations and Majority Protest Act of 1931 by proceeding under Part 7.5 of Division 4 of the Streets and Highways Code.

We are not aware of any prior assessment liens for the properties located within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-02 (Coachella Valley Water District, City of Cathedral City, County of Riverside, California).

The total confirmed assessment liens for California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-02 (Coachella Valley Water District, City of Cathedral City, County of Riverside, California) equals \$1,629,612.

The County of Riverside's assessed value of the parcels within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-02 (Coachella Valley Water District, City of Cathedral City, County of Riverside, California) totals \$4,590,415.

One-half of the assessed value of the parcels within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-02 (Coachella Valley Water District, City of Cathedral City, County of Riverside, California) totals \$2,295,208.

The value-to-lien based on the County of Riverside's assessed value for all properties located in the District is 2.82 to 1.

An appraisal is being performed by the firm of Seevers, Jordan and Ziegenmeyer (SJZ) for the appraised value of the parcels located within California Statewide Communities Development Authority (Statewide Communities Infrastructure Program) Assessment District No. 15-02 (Coachella Valley Water District, City of Cathedral City, County of Riverside, California) and will be incorporated into the Final Engineer's Report and/or Official Statement for any bonds to be issued that are secured by the District.

C:\Users\Kelly\Desktop\Desktop Icons and Current Projects\SCIP\SCIP Revised\CSCDA AD No. 15-02 (Riverside County) Engineer's Report Preliminary (05.29.2015)_v7.docx

APPENDIX A

Assessment District No. 15-02
California Statewide Communities Development Authority
(Statewide Communities Infrastructure Program)
Coachella Valley Water District
City of Cathedral City, County of Riverside

Assessment Roll

Assessment Roll City of Cathedral City, County of Riverside - Coachella Valley Water District							
Assessment No.	Project	Assessor Parcel Number	Assessed Value	Acreage	Owner & Address	Preliminary Assessment	Final Assessment
1	Campanile	670-540-027	\$32,562	0.19	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
2	Campanile	670-540-026	\$32,562	0.19	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
3	Campanile	670-540-025	\$32,562	0.17	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
4	Campanile	670-540-024	\$32,562	0.13	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
5	Campanile	670-540-023	\$32,562	0.13	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
6	Campanile	670-540-022	\$32,562	0.17	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
7	Campanile	670-540-021	\$32,562	0.16	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
8	Campanile	670-540-020	\$32,562	0.13	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
9	Campanile	670-540-019	\$32,562	0.13	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
10	Campanile	670-540-018	\$32,562	0.17	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
11	Campanile	670-540-017	\$32,562	0.19	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
12	Campanile	670-540-016	\$32,562	0.18	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
13	Campanile	670-540-015	\$32,562	0.17	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
14	Campanile	670-540-014	\$32,562	0.19	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
15	Campanile	670-540-013	\$32,562	0.31	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
16	Campanile	670-540-012	\$32,562	0.21	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
17	Campanile	670-540-011	\$32,562	0.19	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
18	Campanile	670-540-010	\$32,562	0.18	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
19	Campanile	670-540-009	\$32,562	0.18	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
20	Campanile	670-540-008	\$32,562	0.18	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
21	Campanile	670-540-033	\$32,562	0.18	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
22	Campanile	670-540-032	\$32,562	0.18	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
23	Campanile	670-540-031	\$32,562	0.17	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
24	Campanile	670-540-030	\$32,562	0.27	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
25	Campanile	670-540-029	\$32,562	0.18	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
26	Campanile	670-540-028	\$32,562	0.17	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
27	Campanile	670-540-053	\$32,562	0.17	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
28	Campanile	670-540-052	\$32,562	0.18	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
29	Campanile	670-540-051	\$32,562	0.16	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
30	Campanile	670-540-050	\$32,562	0.13	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
31	Campanile	670-540-049	\$32,562	0.13	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
32	Campanile	670-540-048	\$32,562	0.13	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
33	Campanile	670-540-047	\$32,562	0.16	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	
34	Campanile	670-540-046	\$32,562	0.14	GID Campanile LLC 3470 Wilshire Blvd No. 1020 Los Angeles, CA 90010	\$11,557.54	

[illegible]

[illegible]

[illegible]



Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

2250 Hyde Street, 5th Floor
San Francisco, CA 94109
Phone (800) 969-4382

- X. Consideration of CSCDA Bank Account Administration and Disbursement Policy. (Cathy Bando)

- XI. Consideration of CSCDA guidelines and standard document provisions for 501(c)(3) borrowers and document execution policies for all borrowers. (Cathy Bando)

STAFF REPORT

SUBJECT: CSCDA POLICIES AND PROCEDURES

PURPOSE: STANDARD DOCUMENT PROVISIONS AND POLICIES FOR 501(C)(3) BORROWERS AND PROCEDURES FOR DOCUMENT EXECUTION FOR ALL BORROWERS

Background:

CSCDA's Issuance and Financing Policies are available on CSCDA's website. In connection with serving as Issuers Counsel to CSCDA Orrick, Herrington & Sutcliffe LLP ("Orrick") provides other firms that serve as Bond Counsel to CSCDA for 501(c)(3) financings with document guidelines that meet Orrick's requirements. The attached policy is being presented today to the Commission for consideration to formally approve the standard document provisions for 501(c)(3) Borrowers and to establish and a standardized procedure for the execution of documents for all borrowers.

Discussion:

The standard document provisions relate to the manner and form of CSCDA 501(c)(3) resolutions, public hearing notices, standard covenants, CSCDA disclosure language, notice provisions, payment provisions, insurance requirements, indemnification language, closing certificate, 15c2-12 certificate, 10b-5 opinion, Authority opinion, investor letter, and hedge identification if the borrower intends to enter into an integrated swap.

The policy also specifies standardized procedures with regard to submitting documents to the Authority for the Commission's approval and the execution of documents.

Executive Director Recommendation:

The Executive Director has reviewed the proposed document provisions and policies for 501(c)(3) borrowers and the procedures for CSCDA's document submission and execution and recommends that the Commission:

1. Approve the Policy and Procedures, and
2. Direct Staff to post the Policy and Procedures on CSCDA's website

June 16, 2015

VIA EMAIL

All Bond Counsel, Borrower's Counsel & Underwriter's Counsel

Re: California Statewide Communities Development Authority –
Conduit Financings for 501(c)(3) Borrowers Standard Document
Provisions and Policies; Procedures for Execution of Documents in All
Transactions

To Whom It May Concern:

This letter serves to (i) confirm that Orrick, Herrington & Sutcliffe LLP will serve as special counsel (“Issuer’s Counsel”) to the California Statewide Communities Development Authority (the “Authority”), (ii) summarize the terms of our engagement as Issuer’s Counsel; (iii) provide procedures for the execution of legal documents by the Authority; and (iv) provide you with Authority guidelines and Standard Document Provisions and Policies in connection with conduit financings for 501(c)(3) borrowers. **This will further confirm that the Authority expects bond counsel to recognize that their client is the Authority and their responsibilities are to the Authority**, as issuer of the conduit bonds (the “Bonds”). In that regard, to the extent “Authority-related” document provisions deviate from the Standard Document Provisions and Policies (as attached), we expect that bond counsel will immediately raise this to our attention and will provide an explanation as to the requests for deviation. In addition, we expect any counsel submitting documents for execution to represent that the documents submitted contain the Standard Document Provisions and satisfy the Policies contained herein, except as otherwise identified and agreed.

I will be your primary contact. My name and address should be added to any Interested Parties List:

Patricia Eichar, Esq.
Orrick, Herrington & Sutcliffe LLP
1120 NW Couch Street, Suite 200
Portland, OR 97209
(503) 943-4860 (direct line)
peichar@orrick.com (email)

All Bond Counsel, Borrower's Counsel &
Underwriter's Counsel
June 16, 2015
Page 2

In order to reduce any miscommunications, misunderstandings or inconsistencies, we ask that all communication go through me.

Please also include **Mayling Leong**, Esq. (400 Capitol Mall, Suite 3000, Sacramento, CA 95814, (916) 329-4930 (direct), email mleong@orrick.com) on any Interested Parties List and all distributions of documents, schedules and other important communications.

As Issuer's Counsel, we will (i) review the financing documents covered in this letter to be executed or adopted by the Authority for consistency with the Authority's Standard Document Provisions and Policies covered in this letter (but we will not be responsible in any manner for anything else, including the tax status of the bonds or the authorization, execution, delivery or validity of the bonds or of any of the bond documents or pledge of any assets securing the bonds), (ii) answer questions related to the matters covered in this letter, and (iii) if required, arrange for the delivery of our standard form of Issuer's Counsel opinion. Except in extraordinary circumstances and subject to an appropriate cost adjustment, we will not draft or prepare any documents and/or resolutions necessary for the financing.

The agreement with the Authority is that we will be compensated for our services, at our standard hourly rates, based on the time expended by Orrick lawyers and staff on this particular matter, subject to a minimum established with the Authority. Our fees and expenses are to be paid at the time of closing and should be included in your initial costs of issuance requisition. An invoice will be provided at such time. In no event will the Authority be required to pay our fees and expenses except from amounts provided by the borrower (the "Corporation") under the Loan Agreement.

We are pleased to have this opportunity to work with your firms on 501(c)(3) conduit financings. The following pages provide you with certain requirements and Standard Document Provisions that the Authority requests be used for your 501(c)(3) conduit transaction.

Reminders

(1) Please review the Authority's website to confirm that all cities or counties in which your projects are located are members of the Authority (i.e., "Program Participants").

(2) Please recall that bond counsel is responsible for drafting and arranging for publication of TEFRA notices, the TEFRA and Program Participant approval resolution, and the bond resolution.

(3) Please review Authority policy to determine that your financing complies with the requirements of the Authority. (Policy is attached as APPENDIX A)

(4) Please provide drafts of all documents (including the following Standard Document Provisions) for our review **at least one week prior** to approval by the Board of Commissioners of the Authority, containing all Standard Document Provisions included in this packet. Documents not containing the standard issuer provisions will be returned to the drafter. Any documents submitted to the Authority, including the application, financial statements and draft legal/underwriting documents, may be accessed upon request as public records of a governmental agency. It should be understood that draft legal and underwriting documents need not be submitted to the Authority or its staff, other than Orrick as Issuer's Counsel, until the draft to be submitted for review and consideration by the Board of Commissioners of the Authority. Although Orrick will be receiving draft documents, it has not undertaken to review them for consistency with the Authority's Standard Document Provisions and Policies until an approval draft is provided to Orrick together with a representation that all requirements set forth in the packet have been satisfied except as identified and previously accepted on behalf of the Authority, at least a week before submission for Authority approval.

(5) The Corporation Counsel opinion must be addressed to the Authority. The Corporation Counsel opinion must include a standard "10b-5" opinion on any disclosure document. See APPENDIX I attached hereto.

(6) The Tax Certificate must require that the Corporation retain a qualified rebate analyst and must name a party (either internal to the Corporation or an external consultant) responsible for continuing tax compliance.

(7) The Corporation must identify a party (either internal to the Corporation or external consultant) responsible for continuing disclosure.

(8) The IRS Form 8038 must be filled out completely prior to being executed by the Authority.

(9) The Authority will not be a party to any investment agreement, swap or similar contract.

(10) The Authority will not execute the Official Statement.

(11) The signature blocks for all documents should be prepared to be executed by the Authority by an "Authorized Signatory" without any requirements for seals or attestations.

Standard Document Provisions for 501(c)(3) Conduit Borrowers

(1) Attached as APPENDIX B: Form of Notice of Public Hearing and TEFRA Resolution for each Program Participant. Please note that the TEFRA Resolution must not only satisfy Section 147(f) of the Internal Revenue Code but also Section 9 of the Authority's Joint Powers Agreement. The Authority's Joint Powers Agreement and signatures of Program Participants are available on the Authority's website.

(2) Attached as APPENDIX C: Form of Authority Resolution. This Resolution is the authorizing resolution to be adopted by the Authority. For submission of this Resolution for approval, see "Authority Meeting Procedures for Document Approval" below.

(3) Attached as APPENDIX D: Standard Document Provisions to be inserted, as appropriate, in the loan agreement, indenture, bond form, sale document, offering document and tax certificate.

(4) Attached as APPENDIX E: Form of Closing Certificate of the Authority.

(5) Attached as APPENDIX F: Form of 15c2-12 certificate of the Authority.

(6) Attached as APPENDIX G: Form of "standard 10b-5 opinion" to be addressed to the Authority by Corporation Counsel.

Standard Document Provisions for All Transactions

(1) Attached as APPENDIX H: Form of Closing Certificate regarding Authority's Joint Powers Agreement.

(2) Attached as APPENDIX I: Form of Authority Counsel Opinion.

(3) Attached as APPENDIX J: Form of Investor Letter.

(4) Attached as APPENDIX K: Form of Hedge Identification.

Authority Meeting and Procedures for Document Approval

Before submitting documents for Authority adoption or approval, (i) a copy of the documents to be submitted must be sent to **Mayling Leong** and **me** accompanied by a representation that the provisions are consistent with the Authority's Standard Document Provisions and Policies or an explanation as to the reason for deviation from any standard provisions or policies and (ii) such counsel shall have solicited and received affirmative signoff from **Mayling Leong** or **me**. It is our intent to review a document only once and only for these purposes. Please also bear in mind that we require adequate time to review and sign off on documents and may not be available to conduct such review on the day you are submitting documents.

On the Friday prior to the Authority's applicable approval meeting, one copy of each document to be approved by the Authority, together with the approving resolution of the Authority, shall be delivered (by Bond Counsel and/or Underwriter's Counsel) electronically to the Authority's staff at bondapproval@cacommunities.org with a cc: to Patricia Eichar (peichar@orrick.com), Mayling Leong (mleong@orrick.com), James Hamill (jhamill@cscda.org) and Jon Penkower (jpenkower@cscda.org).

Please include an email address for delivery of the Authority Resolution after adoption. After approval by the Commission, Bond Counsel will receive by email at that address a pdf of a certified copy of such Authority Resolution.

Documents drafted after Authority approval (such as closing documents and tax certificates) must be provided to Mayling and me accompanied by a representation that the provisions are consistent with the Authority's Standard Document Provisions and Policies or an explanation as to the reason for deviation from any Standard Document Provisions or Policies. Bond Counsel or the other responsible attorney must solicit and receive affirmative signoff on such documents from Mayling or me prior to submitting such documents for execution.

Execution of Documents

Bond Counsel and underwriter's counsel are required to coordinate execution of signatures for their respective documents for each transaction.

Timing of Document Delivery. Documents for signature by the Authority must be delivered to Laura Labanieh at least three (3) business days prior to when you wish them returned. Execution of sale documents (e.g., bond purchase contracts) is not an exception to this policy; the recipient of the signature page is directed to hold the signature of the

Authority "in escrow" pending circulation of a final sale document with the pricing information inserted and sign-off by the Authority's Executive Director, Authorized Signatory or the Authority's program manager.

Form of Documents for Execution. Any document that does not require notarization must be sent via pdf, and a signed copy will be returned electronically without original or "wet" signatures. Send an email to Laura Labanieh at llabanieh@csacfinancecorp.org with a cc to James Hamill (jhamill@cscda.org) and John Penkower (jpenkower@cscda.org) with (1) the execution version or a near final draft of the document to be executed, (2) a pdf of the signature page or pages for ease of printing, and (3) instructions for email return of the signature pages via pdf, including when such signature pages are needed.

Any document that requires notarization must be sent to Laura Labanieh at CSAC Finance Corporation, Attn: Laura Labanieh, 1100 K Street, Suite 101, Sacramento, CA 95814, Tel. 916.650.8186 in hardcopy, **with not more than 5 signature pages** attached and flagged for signature and notarial acknowledgement. You must also supply a return prepaid envelope with instructions or return label for the signature package. The Authority will not be responsible for recording or filing any documents. Please also send an email to Laura Labanieh at llabanieh@csacfinancecorp.org to notify the Authority in advance of the hardcopy documents to be received for execution.

All documents sent for execution (by email or otherwise) must be accompanied by an email that notifies the recipient of (1) the date that the Authority approved the financing and (2) an affirmative statement that Orrick has reviewed and signed off on the inclusion of any approved deviation from the Standard Document Provisions and Policies documents being sent for execution and that no changes have been made since Orrick sign off pertaining to the Standard Document Provisions and Policies.

Closing Procedures

Please ensure that the Authority's fee and our fee as Issuer's Counsel is included on the costs of issuance requisition and paid at closing.

Prior to closing this financing, we will need to see that Bond Counsel has received an executed copy of the Corporation Counsel Opinion that complies with the Standard Document Provisions and Policies and Requisition No. 1 for costs of issuance including the Authority's fee and the fee of Orrick as its special counsel.

All Bond Counsel, Borrower's Counsel &
Underwriter's Counsel
June 16, 2015
Page 7

Within 60 days after the closing of this financing, please provide us one CD-ROM of the transaction (if no CD-ROM available, please provide one loose transcript) for the Authority's official files.

All Bond Counsel, Borrower's Counsel &
Underwriter's Counsel
June 16, 2015
Page 8

If you have any questions, please do not hesitate to contact me.

Very truly yours,

/s/ ***Trish***

Patricia Eichar, Esq.

Enclosures

cc: James Hamill and Jon Penkower, as Program Manager for CSCDA
Patricia Eichar, Esq.

Financing Policy

- General Requirements
- Additional Requirements — Rated “BBB-” or Better
- Additional Requirements — Rated Below “BBB-” or Unrated (and in some instances at the discretion of the Authority, rated “BBB-”)
- Effective Date

Please Note:

This Financing Policy is intended as a guide for the Authority and for applicants. While the Authority reserves the right, in its discretion, to approve exceptions, applicants should not expect any exceptions.

General Requirements – All Financings

1. The city, county or local agency hosting the proposed project must be a member of the Authority.
2. Approval by the city, county or local agency hosting the proposed project as required under the Internal Revenue Code (if applicable) and as set forth in Section 9 of the Authority’s Joint Powers Agreement.
3. Standard indemnification with respect to the financing and the project provided by the applicant to the Authority in the appropriate financing documents.
4. Standard indemnification with respect to the issuance and sale of Bonds provided by the underwriter to the Authority in the purchase contract.
5. The Authority’s counsel shall conduct a review of the financing documents for consistency with the Authority’s Standard Document Provisions and Policies.
6. The Authority’s Executive Director and program manager shall conduct a review of the financing and the associated public benefits.
7. If offering material or a disclosure document is required, it shall contain language that the Authority takes no responsibility for the disclosures contained therein (except for information under the sections titled "THE AUTHORITY" and "LITIGATION" to the extent such information pertains to the Authority);
8. If offering material or a disclosure document is required, the applicant shall have its counsel deliver a 10b-5 opinion covering such document at closing. The contents of such opinion shall be to the satisfaction of the Authority and its counsel.
9. No gaming facilities are to be financed.

Additional Requirements for Financings Rated “BBB-” or Better

Please Note:

Financings rated “BBB-” through “AAA” by any 2 of the 3 major rating agencies (S&P, Moody's and Fitch) will be subject to the additional requirements below, even if the third rating is less than “BBB-”.

1. Bonds may be issued and sold through a public offering, private placement or limited public offering with appropriate disclosure or offering materials.
2. Bonds may be issued in \$5,000 or such other minimum denominations at the discretion of the applicant and approved by CSCDA.
3. Bonds not sold to an “underwriter” within the meaning of the Securities Act of 1933 (for example, by private placement) shall be sold to purchasers who have executed a sophisticated investor letter in form acceptable to CSCDA.

Additional Requirements for Financings Rated Below “BBB” or Unrated

1. Either: (a) Bonds must be sold to purchasers that are “qualified institutional buyers” as generally defined under Rule 144A of the Securities Act of 1933 or (b) Bonds must be privately placed with purchasers that are “accredited investors” as generally defined under Regulation D of the Securities Act of 1933, in each case who have executed a sophisticated investor letter in form acceptable to CSCDA.
2. The offering material/disclosure document, if any, shall prominently indicate on the cover that Bonds can only be sold to qualified institutional buyers or accredited investors, as applicable.
3. The face of each Bond shall contain a legend stating to the effect that such Bond can only be sold to qualified institutional buyers or accredited investors, as applicable.
4. The bond documents shall contain provisions that restrict the ability to transfer the Bonds to only qualified institutional buyers or accredited investors, as applicable.
5. Bonds may be issued and sold through a private placement or limited public offering with appropriate disclosure or offering materials.
6. Bonds sold to “qualified institutional buyers” as specified above shall be sold in minimum denominations of \$25,000 or greater.
7. Bonds sold to “accredited investors” as specified above shall be sold in minimum denominations of \$100,000 or greater.
8. Bonds shall be delivered in book-entry form, if delivered to a broker or dealer subject to MSRB Rule G-15, and otherwise shall be physically delivered.

Requirements for Land Secured Bond Financings

The value of real property subject to either a special tax or special assessment to pay debt service must be at least four times the principal amount of the bonds being sold through the Authority plus all other bonds outstanding that are secured by a special tax or assessment. All special tax or assessment bond financings must be enhanced by a reserve fund in the amount equal to the lesser of (a) 10% of the original proceeds of the bonds, (b) maximum annual debt service on the bonds, and (c) 125% of the average annual debt service on the bonds. The Authority may require additional measures to increase the credit quality of land secured bond issues. Land secured financings will be subject to the issuance requirements below:

1. Bonds may be issued and sold through a public offering, private placement or limited public offering with appropriate disclosure or offering materials.
2. Bonds may be issued in \$5,000 or such other minimum denominations at the discretion of the applicant and approved by the Authority.

Criteria for Ownership (P3) Structure

1. Sponsor would agree to include structural and document protections of the Authority, set out in an outline prepared by Orrick Herrington & Sutcliffe based on its prior experience designing and implementing this structure. These protections will include (a) Disclaimers of contractual liability of any kind with respect to the bonds and all the other agreements to which the Authority is a party, (b) Disclaimer of responsibility for information contained in any disclosure document (other than the “Authority” and “Litigation” sections), (c) Adequate indemnifications or Indenture provisions for the funding of accounts with enough revenues from the project to cover any expenses the the Authority may incur for any reason (budgeted and unbudgeted), and (d) Delegation as much as possible to the Bond Trustee, the Manager or the Financial Consultant of any additional responsibilities the Authority might otherwise have as a result of its ownership of the project.
2. Orrick would be Issuer and Bond Counsel, and in such capacity would report to the Board any material adverse deviations prior to authorization of bonds and documents by the Board.
3. In the event a disclosure document is prepared, any opinion rendered by disclosure or underwriters counsel would also be addressed to the Authority.
4. In event of private placement or limited offering, an investor letter would be required in connection with the original sale in form satisfying #1 and 2 above.
5. the Authority would select an Insurance Consultant, and the insurance required with respect to the project would meet or exceed the recommendations of the insurance consultant.

6. the Authority would not select, but would review the qualifications and concur in the selection of, the Facilities Manager.
7. the Authority would engage a Financial Consultant to act as the Authority's fiduciary financial consultant on the transaction, and post closing to oversee performance of the Facilities Manager, including formulation of budgets and approving disbursements, performing other tasks of the the Authority as owner that are specified in accordance with #1d above, review post-issuance rebate and other tax and disclosure compliance, and report annually to the Board on the foregoing.
8. the Authority will, at its discretion, annually review the Insurance Consultant, Facilities Manager and Financial Consultant, and make any changes it deems appropriate, including replacement of any such party if it is in default or otherwise not performing satisfactorily, provided that the Authority will not seek to change the Facilities Manager without concurrence of the Bond Trustee and any ground lessor, donee of the project or other holder of residential interests in the project, and subject to any conditions set out in the bond documents.
9. The foregoing are in addition to the usual provisions and procedures the the Authority applies to approving traditional conduit financings.

Effective Date

Financing Policy as set forth herein shall be effective immediately upon its adoption. (January 22, 2002; as revised on September 16, 2003, and as further revised on August 17, 2006, January 27, 2010, November 23, 2010, March 6, 2014, and April 23, 2015.)

The Authority's policies are subject to revision by the Authority at any time. Review the Authority's website to confirm the most up-to-date policy.

FORM OF NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on _____, _____, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 will be held with respect to the proposed issuance by the California Statewide Communities Development Authority of its revenue bonds in one or more series in an amount not to exceed \$[*Principal Amount*] (the “Bonds”). The proceeds of the Bonds will be used to: (1) finance [*and refinance*] the [*acquisition, construction, improvements and equipping*] of [*Facility Description*] located at [*Facility Address*], [*City*], California; and (2) pay certain expenses incurred in connection with the issuance of the Bonds. The facilities are to be owned and operated by the [*Borrower*], a nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986.

The hearing will commence at _____ .m. or as soon thereafter as the matter can be heard, and will be held in the [*City Hall Council Chambers/Board of Supervisors Chambers*], [*City/County*] of [*City/County*], [*Address*], [*City*], California. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed [*and refinanced*] or may attend the public hearing or, prior to the time of the hearing, submit written comments.

Additional information concerning the above matter may be obtained from and written comments should be addressed to [*City Clerk/Clerk of the Board*], [*City/County*] of [*City/County*], [*Address*], [*City*], California [*Zip Code*].

Dated: _____, 20__.

[date of publication must be at least 14 days prior to hearing date]

FORM OF TEFRA RESOLUTION

RESOLUTION OF THE [CITY COUNCIL/BOARD OF SUPERVISORS] OF THE [CITY/COUNTY] OF [CITY/COUNTY] APPROVING THE ISSUANCE OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY REVENUE BONDS ([BORROWER]), SERIES _____ IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$[PRINCIPAL AMOUNT] FOR THE PURPOSE OF FINANCING [AND REFINANCING] THE [ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING] OF [FACILITY DESCRIPTION] AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the [Borrower], a California nonprofit public benefit corporation (the “Corporation”), has requested that the California Statewide Communities Development Authority (the “Authority”) participate in the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed \$[Principal Amount] (the “Bonds”) for the [acquisition, construction, improvement and equipping] of certain [Facility Description] (the “Facilities”) to be owned and operated by the Corporation (the “Project”) and located within the [City/County] of [City/County] (the “City/County”); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the issuance of the Bonds by the Authority must be approved by the [City/County] because the Facilities are [to be] located within the territorial limits of the [City/County]; and

WHEREAS, the [City Council of the City/Board of Supervisors of the County] (the “[City Council/Board]”) is the elected legislative body of the [City/County] and is one of the applicable elected representatives required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the [City Council/Board] approve the issuance of the Bonds by the Authority for the purposes of financing the Project in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 9 of the Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “Agreement”), among certain local agencies, including the [City/County];

[WHEREAS, the Authority is also requesting that the [City Council/Board] approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Facilities (the “Refunding Bonds”), but only in such cases where federal tax laws would not require additional consideration or approval by the [City Council/Board]; and]

APPENDIX B

WHEREAS, pursuant to Section 147(f) of the Code, the [City Council/Board] has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

NOW, THEREFORE, BE IT RESOLVED, by the [City Council of the City of [City]/Board of Supervisors of the County of [County]] as follows:

Section 1. The [City Council/Board] hereby approves the issuance of the Bonds [and Refunding Bonds] by the Authority for the purposes of financing the Project. It is the purpose and intent of the [City Council/Board] that this resolution constitute approval of the issuance of the Bonds and Refunding Bonds by the Authority and of the financing of the Project, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the issuer of the Bonds and the governmental unit having jurisdiction over the area in which the Facilities are [to be] located, in accordance with said Section 147(f) and (b) Section 9 of the Agreement.

Section 2. The officers of the [City/County] are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the [City Council of the City of [City]/Board of Supervisors of the County of [County]] this ____ day of _____, 20__.

AYES:

NOES:

ABSENT:

[SEAL]

Attest:

By: _____
[City Clerk/County Clerk]

FORM OF CSCDA RESOLUTION

RESOLUTION NO. __NP-__

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

**A RESOLUTION AUTHORIZING THE ISSUANCE OF REVENUE BONDS IN A
PRINCIPAL AMOUNT NOT TO EXCEED \$[PRINCIPAL AMOUNT] TO
FINANCE [AND REFINANCE] THE [CONSTRUCTION, IMPROVEMENT,
RENOVATION AND EQUIPPING] OF A [TYPE OF FACILITY] FOR [NAME OF
CORPORATION] AND OTHER MATTERS RELATING THERETO**

WHEREAS, pursuant to the provisions of the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California (the “Act”), a number of California cities, counties and special districts (each, a “Program Participant”) entered into a joint exercise of powers agreement (the “Agreement”) pursuant to which the California Statewide Communities Development Authority (the “Authority”) was organized;

WHEREAS, the Authority is authorized by its Agreement to issue bonds, notes or other evidences of indebtedness, or certificates of participation in leases or other agreements in order to promote economic development;

WHEREAS, the Authority is authorized by a resolution adopted March 21, 1991, to issue bonds, notes or other evidences of indebtedness, or certificates of participation in leases or other agreements to finance or refinance facilities owned and/or leased and operated by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 which are determined by the Authority to satisfy the criteria set forth in such resolution (the “Eligible Organizations”);

WHEREAS, pursuant to the provisions of the Act, the cities, counties and special districts which are the contracting parties comprising the membership of the Authority are authorized to jointly exercise any power common to such contracting parties, including, without limitation, the power to acquire and dispose of property, both real and personal;

[WHEREAS, the City of [Name of City] (the “City”) is a Program Participant, and such City is authorized to acquire and dispose of property, both real and personal, pursuant to the provisions of Article 1, Chapter 5, Part 2 of Division 3 of Title 4 of the Government Code of the State of California;

WHEREAS, the County of [Name of County] (the “County”) is a Program Participant, and such County is authorized to acquire and dispose of property, both real and personal, pursuant to the provisions of Chapter 1, Division 1 of Title 3 of the Government Code of the State of California;]

WHEREAS, pursuant to the provisions of the Act and the Agreement, the Authority is authorized to enter into installment purchase and/or sale agreements with the Eligible Organizations and to deliver certificates of participation evidencing interests therein;

WHEREAS, pursuant to the provisions of the Act, the Authority may, at its option, issue bonds, rather than certificates of participation, and enter into a loan agreement with the Eligible Organizations;

WHEREAS, the *[Name of Corporation]*, a California nonprofit *[public benefit]* corporation (the “Corporation”), wishes to finance *[refinance]* the *[construction, improvement, renovation and equipping]* of *[type of facility]* (the “Project”) owned and operated by the Corporation and *[to be]* located in the *[County/City]*;

WHEREAS, the Corporation is requesting the assistance of the Authority in financing *[refinancing]* the Project;

WHEREAS, pursuant to an Indenture (the “Indenture”), between the Authority and *[Trustee]* (the “Trustee”), the Authority will issue the California Statewide Communities Development Authority *[Name of Bonds]* (the “Bonds”) for the purpose, among others, of financing *[refinancing]* the Project;

WHEREAS, pursuant to a Loan Agreement (the “Loan Agreement”), between the Authority and the Corporation, the Authority will loan the proceeds of the Bonds to the Corporation for the purpose, among others, of financing *[and refinancing]* the Project;

[WHEREAS, pursuant to a Placement Agent Agreement, to be dated the date of placement of the Bonds (the “Placement Agreement”), among the [Placement Agent], as placement agent (the “Placement Agent”), the Authority and the Corporation, the Authority and the Corporation agree to cause the Trustee to authenticate and deliver the Bonds to or upon the order of the Placement Agent;]

[WHEREAS, pursuant to a Bond Purchase Contract, to be dated the date of sale of the Bonds (the “Purchase Contract”), among [Underwriter], as underwriter (the “Underwriter”), the Authority and the Corporation, the Bonds will be sold to the Underwriter, and the proceeds of such sale will be used as set forth in the Indenture to finance [and refinance] the Project, [to fund a debt service reserve account] and to pay costs incurred in connection with the issuance of the Bonds;]

[WHEREAS, the Bonds will be offered for sale to Approved Institutional Buyers (as defined in the Indenture) through a limited offering memorandum;]

WHEREAS, there have been made available to the Commissioners of the Authority the following documents and agreements:

- (1) A proposed form of the Indenture;

- (2) A proposed form of the Loan Agreement;
- (3) A proposed form of the [*Placement Agreement/Purchase Contract*];
- (4) A proposed form of [*limited offering memorandum (the “Limited Offering Memorandum”)/official statement (the “Official Statement”)/private placement memorandum (the “Private Placement Memorandum”)*] to be used by the [*Placement Agent/Underwriter*] in connection with the [*placement/offering*] and sale of the Bonds; and
- [(5) *ADD ANY OTHER MAJOR FINANCING DOCUMENTS TO WHICH THE AUTHORITY IS A PARTY.*]

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. Pursuant to the Act and the Indenture, the Authority is hereby authorized to issue its revenue bonds designated as the “California Statewide Communities Development Authority [*Name of Bonds*]” in an aggregate principal amount not to exceed _____ dollars (\$_____). The Bonds shall be issued and secured in accordance with the terms of, and shall be in the form or forms set forth in, the Indenture. The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the Chair of the Authority or the manual signature of any member of the Commission of the Authority or their administrative delegates duly authorized pursuant to Resolution No. 15R-11 of the Authority, adopted on April 9, 2015 (each, an “Authorized Signatory”), and attested by the manual or facsimile signature of the Secretary of the Authority or the Assistant to the Secretary of the Authority or the manual signature of any Authorized Signatory.

Section 2. The proposed form of Indenture, as made available to the Commissioners, is hereby approved. Any Authorized Signatory is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Indenture in substantially said form, with such changes and insertions therein as any member of the Commission, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The [*trustee,*] dated date, maturity date or dates, interest rate or rates [*or methods of determining rates*], [*tender provisions*], interest payment dates, denominations, forms, registration privileges, manner of execution, place or places of payment, terms of redemption and other terms of the Bonds shall be as provided in the Indenture, as finally executed.

Section 3. The proposed form of Loan Agreement, as made available to the Commissioners, is hereby approved. Any Authorized Signatory is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Loan Agreement in substantially said form, with such changes and insertions therein as any member of the Commission, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The proposed form of the [*Placement Agreement/Purchase Contract*], as made available to the Commissioners, is hereby approved. Any Authorized Signatory is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the [*Placement Agent Agreement/Purchase Contract*], in substantially said form, with such changes and insertions therein as any member of the Commission, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. The proposed [*preliminary*] form of [*Limited Offering Memorandum/Official Statement/Private Placement Memorandum*], as made available to the Commissioners, is hereby approved. The [*Placement Agent/Underwriter*] is hereby authorized to distribute the [*Limited Offering Memorandum/Official Statement/Private Placement Memorandum*] in preliminary form, to persons who may be interested in the purchase of the Bonds and to deliver the [*Limited Offering Memorandum/Official Statement/Private Placement Memorandum*] in final form to the purchasers of the Bonds, in each case with such changes as may be approved as aforesaid.

Section 6. The Bonds, when executed as provided in Section 1, shall be delivered to the Trustee for authentication by the Trustee. The Trustee is hereby requested and directed to authenticate the Bonds by executing the Trustee's Certificate of Authentication appearing thereon, and to deliver the Bonds, when duly executed and authenticated, to the purchaser or purchasers thereof in accordance with written instructions executed on behalf of the Authority by an Authorized Signatory, which any Authorized Signatory, acting alone, is authorized and directed, for and on behalf of the Authority, to execute and deliver to the Trustee. Such instructions shall provide for the delivery of the Bonds to the purchaser or purchasers thereof, upon payment of the purchase price thereof.

Section 7. The Chair, the Vice Chair, the Secretary, the Treasurer, any other members of the Commission of the Authority and other appropriate officers and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to execute and deliver any and all documents, including, without limitation, any and all documents and certificates to be executed in connection with securing credit support, if any, for the Bonds, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Authority has approved in this Resolution and to consummate by the Authority the transactions contemplated by the documents approved hereby, including any subsequent amendments, waivers or consents entered into or given in accordance with such documents.

Section 8. All actions heretofore taken by the Chair, the Vice Chair, the Secretary, the Treasurer, any other members of the Commission of the Authority and other appropriate officers and agents of the Authority with respect to the issuance of the Bonds are hereby ratified, confirmed and approved.

Section 9. Notwithstanding anything to the contrary in this Resolution, no documents referenced in this Resolution may be executed and delivered until the [*City/*

APPENDIX C

County] [ADD ALL TEFRA JURISDICTIONS HERE] has/have held the hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, if required by said Section, and [has/have] approved the issuance of the Bonds as may be required thereby and in accordance with Section 9 of the Agreement to provide financing [*refinancing*] for the Project.

Section 10. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this ____ day of _____, 20__.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on _____, 20__.

By: _____
Authorized Signatory
California Statewide Communities
Development Authority

FORM DOCUMENT PROVISIONS

Address of Authority for Notice (for all documents):

1100 K Street, Suite 101
Sacramento, CA 95814
Attention: Chair

Form of Recitals (Loan Agreement):

WHEREAS, the Corporation has applied for the financial assistance of the Authority in the financing [*refinancing*] of the [*describe project*] (the “Project”) of [*describe facilities*] (as more particularly defined herein, the “Facilities”) to be owned and operated by the Corporation; and

WHEREAS, the Facilities are to be located within the territorial limits of the [*City/County*] of _____, being a program participant of the Authority (the “Program Participant”), and a substantial portion of the persons to be utilizing the services to be provided at the Facilities are expected to be residents of the Program Participant and a substantial portion of the persons to be employed by the Corporation at the Facilities are expected to be residents of the Program Participant; and

WHEREAS, the financing [*refinancing*] of the Project will promote significant and growing opportunities for the creation and retention of employment to the California economy and the enhancement of the quality of life to residents of the Program Participant, and will promote opportunities for the creation or retention of employment within the jurisdiction of the Program Participant and is within the powers conferred upon the Authority by its Joint Powers Agreement (the “Joint Powers Agreement”); and

WHEREAS, the financing [*refinancing*] of the Project will promote residential, commercial and industrial development within the jurisdiction of the Program Participant and thereby stimulate economic activity and increase the tax base, and is within the powers conferred upon the Authority by the Joint Powers Agreement; and

WHEREAS, the financing [*refinancing*] of the Project is a significant factor in [*establishing/maintaining*] the operations of the Corporation within the jurisdiction of the Program Participant; and

WHEREAS, the Authority has authorized the issuance of [*Name of Bonds*], (the “Bonds”), in an aggregate principal amount of _____ dollars (\$_____) to finance [*refinance*] the Project; and

WHEREAS, the Authority and the Corporation have each duly authorized the execution, delivery and performance of this Loan Agreement;

Form of Findings by Authority (Loan Agreement):

Section _____. Findings by the Authority. The Authority hereby finds and determines that: (i) pursuant to the provisions of the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California (the “Act”), a number of California cities, counties and special districts entered into the Joint Powers Agreement pursuant to which the Authority was organized; (ii) the Authority is authorized by the Joint Powers Agreement to issue bonds, notes or other evidences of indebtedness, or certificates of participation in leases or other agreements in order to promote economic development; (iii) the Authority is authorized by a resolution adopted March 21, 1991, to issue bonds, notes or other evidences of indebtedness, or certificates of participation in leases or other agreements to finance or refinance facilities owned and/or leased and operated by Eligible Organizations; (iv) pursuant to the provisions of the Act, the cities, counties and special districts that are the contracting parties comprising the membership of the Authority are authorized to jointly exercise any power common to such contracting parties, including, without limitation, the power to acquire and dispose of property, both real and personal; (v) pursuant to the provisions of the Act and the Joint Powers Agreement, the Authority is authorized to deliver certificates of participation in installment purchase and/or sale agreements with Eligible Organizations; (vi) pursuant to the provisions of the Act, the Authority may, at its option, issue bonds, rather than certificates of participation, and enter into loan agreements with the Eligible Organizations; (vii) the Corporation qualifies as an Eligible Organization; (viii) the financing of the Project will promote opportunities for the creation and retention of employment to the California economy and the enhancement of the quality of life of residents of the Program Participant, and the financing of the Project will promote opportunities for the creation or retention of employment within the jurisdiction of the Program Participant and is within the powers conferred upon the Authority by the Act and the Joint Powers Agreement; (ix) the financing of the Project will be a significant factor in the economic development of the Program Participant, promoting residential, commercial and industrial development within the jurisdiction of the Program Participant and thereby stimulating economic activity and increasing the tax base, and is within the powers conferred upon the Authority by the Joint Powers Agreement; and (x) the financing of the Project is a significant factor in maintaining the operations of the Corporation that are within the jurisdiction of the Program Participant.

Form of Representations and Warranties by Corporation (Loan Agreement):

Section _____. Representations and Warranties of the Corporation. The Corporation represents and warrants to the Authority that, as of the date of execution of this Loan Agreement and as of the date of delivery of the Bonds to the initial purchasers thereof (such representations and warranties to remain operative and in full force and effect regardless of the issuance of the Bonds or any investigations by or on behalf of the Authority or the results thereof):

(a) The Corporation is a nonprofit [*public benefit*] corporation duly incorporated and in good standing under the laws of the State of [*California*], has full

APPENDIX D

legal right, power and authority to enter into this Loan Agreement and the [*List Other Major Documents to Which Corporation is a Party*], and to carry out all of its obligations under and consummate all transactions contemplated hereby and by the [*List Other Major Documents to Which Corporation is a Party*], and by proper corporate action has duly authorized the execution, delivery and performance of this Loan Agreement and the [*List Other Major Documents to Which Corporation is a Party*].

(b) The officers of the Corporation executing this Loan Agreement and the [*List Other Major Documents to Which Corporation is a Party*] are duly and properly in office and fully authorized to execute the same.

(c) This Loan Agreement and the [*List Other Major Documents to Which Corporation is a Party*] have been duly authorized, executed and delivered by the Corporation.

(d) This Loan Agreement and the [*List Other Major Documents to Which Corporation is a Party*], when assigned to the Trustee pursuant to the Indenture, will constitute the legal, valid and binding agreements of the Corporation enforceable against the Corporation by the Trustee in accordance with their terms for the benefit of the Holders of the Bonds, and any rights of the Authority and obligations of the Corporation not so assigned to the Trustee constitute the legal, valid, and binding agreements of the Corporation enforceable against the Corporation by the Authority in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

(e) The execution and delivery of this Loan Agreement and the [*List Other Major Documents to Which Corporation is a Party*], the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the articles of incorporation of the Corporation, its bylaws, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Corporation is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Loan Agreement or the [*List Other Major Documents to Which Corporation is a Party*], or the financial condition, assets, properties or operations of the Corporation.

(f) No consent or approval of any trustee or holder of any indebtedness of the Corporation or any guarantor of indebtedness of or other provider of credit or liquidity of the corporation, and no consent, permission, authorization, order or

APPENDIX D

license of, or filing or registration with, any governmental authority (except with respect to any state securities or “blue sky” laws) is necessary in connection with the execution and delivery of this Loan Agreement or the [*List Other Major Documents to Which Corporation is a Party*], or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(g) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Corporation, after reasonable investigation, threatened, against or affecting the Corporation or the assets, properties or operations of the Corporation which, if determined adversely to the Corporation or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, this Loan Agreement or the [*List Other Major Documents to Which Corporation is a Party*], or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Loan Agreement or the [*List Other Major Documents to Which Corporation is a Party*], or the financial condition, assets, properties or operations of the Corporation. All tax returns (federal, state and local) required to be filed by or on behalf of the Corporation have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Corporation in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein. The Corporation enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

(h) No written information, exhibit or report furnished to the Authority by the Corporation in connection with the negotiation of this Loan Agreement or the [*List Other Major Documents to Which Corporation is a Party*] contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The Corporation is an organization described in Section 501(c)(3) of the Code and is exempt from federal income tax under Section 501(a) of the Code, except for unrelated business taxable income under Section 511 of the Code, and is not a private foundation as described in Section 509(a) of the Code.

(j) The Corporation has good and marketable title to the [*Facilities*] free and clear from all encumbrances other than [*Permitted Liens*].

(k) The Corporation’s audited consolidated balance sheets at _____ and _____, and the related consolidated statements of income

and consolidated statements of cash flows for the years ended _____ and _____ (copies of which have been furnished to the Authority) fairly present the financial position of the Corporation at such date and the results of operations for the year ended on such date, and since such date there has been no material adverse change in the financial condition or results of operations of the Corporation.

(l) The Corporation complies in all material respects with all applicable Environmental Regulations.

(m) Neither the Corporation nor the Facilities are the subject of a federal, state or local investigation evaluating whether any remedial action is needed to respond to any alleged violation of or condition regulated by Environmental Regulations or to respond to a release of any Hazardous Substances into the environment.

(n) The Corporation does not have any material contingent liability in connection with any release of any Hazardous Substances into the environment.

Form of Payment Provisions for Fees (Loan Agreement):

Section __. Additional Payments. In addition to the Loan Repayments, the Corporation shall also pay to the Authority or to the Trustee, as the case may be, "Additional Payments," as follows:

(a) All taxes and assessments of any type or character charged to the Authority or to the Trustee affecting the amount available to the Authority or the Trustee from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Trustee; provided, however, that the Corporation shall have the right to protest any such taxes or assessments and to require the Authority or the Trustee, as the case may be, at the Corporation's expense, to protest and contest any such taxes or assessments assessed or levied upon them and that the Corporation shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Authority or the Trustee;

(b) All reasonable fees, charges and expenses of the Trustee for services rendered under the Indenture and all amounts referred to in Section ____ of the Indenture, as and when the same become due and payable;

(c) The reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Loan Agreement, [*List Other Major Documents to Which Corporation is a Party*] or the Indenture; and

(d) The annual fee of the Authority and the reasonable fees and expenses of the Authority or any agent or attorney selected by the Authority to act on its behalf in connection with this Loan Agreement, [*List Other Major Documents to Which Corporation is a Party*], the Bonds or the Indenture, including, without limitation, any and all reasonable expenses incurred in connection with the authorization, issuance, sale and delivery of any such Bonds or in connection with any litigation, investigation, inquiry or other proceeding which may at any time be instituted involving this Loan Agreement, [*List Other Major Documents to Which Corporation is a Party*], the Bonds or the Indenture or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Corporation, its properties, assets or operations or otherwise in connection with the administration of this Loan Agreement [*List Other Major Documents to Which Corporation is a Party*].

Such Additional Payments shall be billed to the Corporation by the Authority or the Trustee from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Authority or the Trustee for one or more of the above items. After such a demand, amounts so billed shall be paid by the Corporation within thirty (30) days after receipt of the bill by the Corporation. Notwithstanding the foregoing, the Authority shall not be required to submit a bill to the Corporation for payment of the Authority's annual fee of [0.015]% of the aggregate principal amount of Bonds Outstanding under the Indenture. Such annual fee shall be paid by the Corporation to the Trustee on a prorata basis (i.e., the annual fee shall be divided by the number of payments to be made during each annual period based on the number of interest payments), due and payable in arrears, on each respective Interest Payment Date (deeming, for purposes of calculating the prorata fee to be paid, any principal to be paid on or as of such Interest Payment Date as no longer Outstanding) and shall be made as an Additional Payment in accordance with this Section and Section ____ of the Indenture.

[NOTE: Payments to the Authority should be no more often than semiannually, and in the case of variable rate transactions, the payments should align with mandatory sinking account payments or principal payments, in order to give the Corporation the benefit of a reduced Authority fee].

*** [NOTE: Financing Parties should determine which fee calculation is applicable to the Corporation by referencing the Fee Schedule set forth on the Authority's website or in discussion with staff. Fee must be filled in and negotiated prior to approval of documents by the Commission.]**

Form of Prohibited Uses (Loan Agreement):

Section ____ Prohibited Uses. No portion of the proceeds of the Bonds shall be used to finance or refinance any facility, place or building to be used (1) primarily for sectarian instruction or study or as a place for devotional activities or religious worship or (2) by a person that is not a 501(c)(3) Organization or a Governmental Unit or by a 501(c)(3) Organization (including the Corporation) in an "unrelated trade or business" (as set forth in Section 513(a) of the Code), in such a

manner or to such extent as would result in any of the Bonds being treated as an obligation not described in Section 103(a) of the Code.

Form of Covenant re Special Services (Loan Agreement):

Section _____. Special Services Covenant. The Corporation shall maintain a [*type of facility*] facility providing [*type of services rendered*] services to [*recipients of services, e.g., students, patients, etc.*] within the territorial limits of the Program Participant, as long as any Bonds remain Outstanding; provided, however, the Authority, upon review of such facts as it deems relevant, may, from time to time, allow the Corporation to provide alternative services which provide public benefit to the Program Participant and its residents, or deem this special services covenant to be satisfied in whole or in part. Failure to comply with the provisions of this Section shall not constitute a [*Loan Default Event*] but shall be enforceable solely by the Authority by such action, at law or in equity, as the Authority in its sole discretion shall deem appropriate. This Section shall not be enforceable by the Trustee, any Bondholder, the Program Participant, any resident of the Program Participant or by any other Person other than the Authority.

Form of Non-Liability Provisions (Loan Agreement):

Section _____. Non-Liability of Authority. The Authority shall not be obligated to pay the principal (or Redemption Price) of or interest on the Bonds, except from Revenues and other moneys and assets received by the Trustee pursuant to this Loan Agreement. Neither the faith and credit nor the taxing power of the State or any political subdivision thereof (including the Program Participant(s)), nor the faith and credit of the Authority is pledged to the payment of the principal (or Redemption Price) of or interest on the Bonds. The Authority shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Loan Agreement, the Bonds or the Indenture, except only to the extent amounts are received for the payment thereof from the Corporation under this Loan Agreement.

The Corporation hereby acknowledges that the Authority's sole source of moneys to repay the Bonds (whether by maturity, redemption, acceleration or otherwise) will be provided by the payments made by the Corporation to the Trustee pursuant to this Loan Agreement, together with amounts on deposit in and investment income on certain funds and accounts held by the Trustee under the Indenture, and hereby agrees that if the payments to be made hereunder shall ever prove insufficient to pay all principal (or Redemption Price) of and interest on the Bonds as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Trustee, the Corporation shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal (or Redemption Price) or interest, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Trustee, the Corporation, the Authority or any third party, subject to any right of reimbursement from the Trustee, the Authority or any such third party, as the case may be, therefor.

The Corporation acknowledges that the Program Participant(s) shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with, the Bonds.

Form of Expenses (Loan Agreement):

Section __. Expenses. The Corporation covenants and agrees to pay and indemnify the Authority, the Program Participant(s) and the Trustee against all reasonable fees, costs and charges, including reasonable fees and expenses of attorneys, accountants, consultants and other experts, incurred in good faith (and with respect to the Trustee, without negligence) and arising out of or in connection with this Loan Agreement, [*List Other Major Documents to Which Corporation is a Party*], the Bonds or the Indenture. These obligations and those in Section __ [*Indemnification*] shall remain valid and in effect notwithstanding repayment of the loan hereunder or the Bonds or termination of this Loan Agreement or the Indenture.

Form of Indemnification (Loan Agreement):

Section __. Indemnification. (a) To the fullest extent permitted by law, the Corporation agrees to indemnify, hold harmless and defend the Authority, the Program Participants, the Trustee, and each of their respective officers, governing members, directors, officials, employees, attorneys and agents (collectively, the “Indemnified Parties”), against any and all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys’ fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

(i) the Bonds, the Indenture, this Loan Agreement, [*List Other Major Documents to Which Corporation is a Party*] or the Tax Agreement or the execution or amendment hereof or thereof or in connection with transactions contemplated hereby or thereby, including the issuance, sale or resale of the Bonds;

(ii) any act or omission of the Corporation or any of its agents, contractors, servants, employees, tenants or licensees in connection with the Project or the Facilities, the operation of the Project or the Facilities, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, installation or construction of, the Project or the Facilities or any part thereof;

(iii) any lien or charge upon payments by the Corporation to the Authority and the Trustee hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges

imposed on the Authority or the Trustee in respect of any portion of the Project or the Facilities;

(iv) any violation of any Environmental Regulations with respect to, or the release of any Hazardous Substances from, the Project or the Facilities or any part thereof;

(v) the defeasance and/or redemption, in whole or in part, of the Bonds;

(vi) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering or disclosure document or disclosure or continuing disclosure document for the Bonds or any of the documents relating to the Bonds, or any omission or alleged omission from any offering or disclosure document or disclosure or continuing disclosure document for the Bonds of any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(vii) any declaration of taxability of interest on the Bonds, or allegations that interest on the Bonds is taxable or any regulatory audit or inquiry regarding whether interest on the Bonds is taxable;

(viii) the Trustee's acceptance or administration of the trust of the Indenture, or the exercise or performance of any of its powers or duties thereunder or under any of the documents relating to the Bonds to which it is a party;

except (A) in the case of the foregoing indemnification of the Trustee or any of its respective officers, members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the negligence or willful misconduct of such Indemnified Party; or (B) in the case of the foregoing indemnification of the Authority or the Program Participants or any of their officers, members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the willful misconduct of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Corporation, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Corporation shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Corporation if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel.

(b) The rights of any persons to indemnity hereunder and rights to payment of fees and reimbursement of expenses pursuant to Section __, this Section __ and Section __ shall survive the final payment or defeasance of the Bonds and in the case of the Trustee any resignation or removal. The provisions of this Section shall survive the termination of this Loan Agreement.

Form of Waiver of Personal Liability (Loan Agreement):

Section __. Waiver of Personal Liability. No member, officer, agent or employee of the Program Participant or the Authority or any director, officer, agent or employee of the Corporation shall be individually or personally liable for the payment of any principal (or Redemption Price) of or interest on the Bonds or any sum hereunder or under the Indenture or be subject to any personal liability or accountability by reason of the execution and delivery of this Loan Agreement; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or by this Loan Agreement.

Form of Recitals (Indenture):

WHEREAS, [*Borrower*], a California nonprofit public benefit corporation (the “Corporation”), has applied for the financial assistance of the Authority in the [*financing/refinancing*] of the [*describe project*] (the “Project”) of a [*describe facilities*] (as more particularly defined herein, the “Facilities”) to be owned and operated by the Corporation; and

WHEREAS, the Facilities are to be located within the territorial limits of the [*City/ County of _____*], being a program participant of the Authority (the “Program Participant”), and a substantial portion of the persons to be utilizing the services to be provided at the Facilities are expected to be residents of the Program Participant and a substantial portion of the persons to be employed by the Corporation at the Facilities are expected to be residents of the Program Participant; and

WHEREAS, the [*financing/refinancing*] of the Project will promote significant and growing opportunities for the creation and retention of employment to the California economy and the enhancement of the quality of life to residents of the Program Participant, and will promote opportunities for the creation or retention of employment within the jurisdiction of the Program Participant and is within the powers conferred upon the Authority by its Joint Powers Agreement (the “Joint Powers Agreement”);

WHEREAS, the [*financing/refinancing*] of the Project will promote residential, commercial and industrial development within the jurisdiction of the Program Participant and thereby stimulate economic activity and increase the tax base and is within the powers conferred upon the Authority by the Joint Powers Agreement; and

WHEREAS, the [*financing/refinancing*] of the Project is a significant factor in [*establishing/maintaining*] the operations of the Corporation within the jurisdiction of the Program Participant; and

APPENDIX D

WHEREAS, the Authority has authorized the issuance of its [*Name of Bonds*] (the “Bonds”), in an aggregate principal amount of _____ dollars (\$_____) to finance [*refinance*] the Project; and

WHEREAS, the Authority has duly entered into a loan agreement, dated as of _____, with the Corporation specifying the terms and conditions of a loan by the Authority to the Corporation of the proceeds of the Bonds to provide for [*financing/refinancing*] of the Project and of the payment by the Corporation to the Authority of amounts sufficient for the payment of the principal (or Redemption Price) of and interest on the Bonds and certain related expenses; and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal (or Redemption Price) thereof and interest thereon, the Authority has authorized the execution and delivery of this Indenture; and

WHEREAS, the Bonds, and the Trustee’s certificate of authentication and assignment to appear thereon, shall be in substantially the form attached hereto as Exhibit ___, and incorporated into this Indenture by this reference, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture; and

WHEREAS, all acts and proceedings required by law necessary to make the Bonds, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal limited obligations of the Authority, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of the Indenture have been in all respects duly authorized;

Definitions (Indenture or such other “master definition” document):

“Act” means the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as now in effect and as it may from time to time hereafter be amended or supplemented.

“Authority” means the California Statewide Communities Development Authority, or its successors and assigns.

“Authorized Signatory” means any member of the Commission of the Authority and any other person as may be designated and authorized to sign on behalf of the Authority pursuant to a resolution adopted thereby.

“Eligible Organization” means an organization described in Section 501(c)(3) of the Code which is determined by the Authority to satisfy the criteria set forth in the resolution of the Authority adopted on March 21, 1991, authorizing the issuance of bonds, notes, or other evidences of indebtedness, or certificates of participation in leases

or other agreements to finance or refinance facilities owned and/or operated by such organizations.

“Environmental Regulations” means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances.

“501(c)(3) Organization” means an organization described in Section 501(c)(3) of the Code.

“Governmental Unit” shall have the meaning set forth in Section 150 of the Code.

“Hazardous Substances” means (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Project or to persons on or about the Project or (ii) cause the Project to be in violation of any Environmental Regulation; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of “waste,” “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste,” or “toxic substances” or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 USC §§ 9601 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 USC §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 USC §§ 1801 et seq.; the Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.; the California Hazardous Waste Control Law (“HWCL”), Cal. Health & Safety Code §§ 25100 et seq.; the Hazardous Substance Account Act (“HSAA”), Cal. Health & Safety Code §§ 25300 et seq.; the Underground Storage of Hazardous Substances Act, Cal. Health & Safety Code §§ 25280 et seq.; the Porter-Cologne Water Quality Control Act (the “Porter-Cologne Act”), Cal. Water Code §§ 13000 et seq., the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Project or the owners and/or occupants of property adjacent to or surrounding the Project, or any other person coming upon the Project or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

“Joint Powers Agreement” means the Amended and Restated Joint Exercise of Powers Agreement, dated June 1, 1988, relating to the formation of the Authority, among certain cities, counties and special districts in the State of California, including the Program Participant[s].

“Remittance Address” means, (i) for payment of the Authority’s annual fee by check, California Statewide Communities Development Authority, Dept. #33997, P.O. Box 39000, San Francisco, California 94139, or such other address designated by the Authority as such from time to time, or (ii) for payment of the Authority’s annual fee by wire transfer or ACH Transaction, Wells Fargo Bank, National Association, ABA# 121000248, DDA A/C# 4121458848, Reference: [Invoice # / Borrower Name] or such other instructions designated by the Authority from time to time.

Form of Bond Terms – Transfer Restrictions for Financings Rated Below BBB- or Unrated (Indenture):

SECTION _____. Terms of the Bonds. The Bonds shall be issued as *[physical certificated instruments (and shall not be held in a book-entry only system unless approved in advance by the Authority)]**[fully registered bonds without coupons]* **[NOTE: book-entry is permitted so long as the broker-dealer is subject to rule G-15 of the MSRB and covenants to this effect to the Authority in the sale document]** in denominations of \$100,000 or any amounts in excess thereof in even \$5,000 increments. The Bonds shall be registered in the name of the initial Holder thereof which shall be an Approved Institutional Buyer (as defined in Section ____). Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except to an Approved Institutional Buyer, as set forth in this Article _____. *[The Bonds shall be dated [as of _____], and interest thereon shall be payable on _____ and _____ in each year commencing _____]. The Trustee shall not authenticate or register a Bond unless the conditions of this Section are satisfied. The Bonds shall mature on the following dates in the following amounts (subject to the right of prior redemption set forth in Article _____) and shall bear interest at the following rates per annum:]*

SECTION _____. Restrictions on Registration and Transfer of Bonds. Notwithstanding any other provision hereof, the Bonds may not be registered in the name of, or transferred to, any person except an Approved Institutional Buyer; provided however, pursuant to Section ____ **[Book-Entry]**, Bonds registered in the name of the *[Securities Depository]* or its nominee shall be deemed to comply with this Section so long as each beneficial owner of the Bonds is an Approved Institutional Buyer. **[NOTE: the term Qualified Institutional Buyer may be substituted for the term Approved Institutional Buyer at the discretion of the financing team] [NOTE: if selling to Accredited Investors use or add the definition of Accredited Investor in Regulation D of the Securities Act of 1933]**

“Approved Institutional Buyer” means an institution which meets at least one of the following criteria:

1. Any of the following entities, acting for its own account or the accounts of other Approved Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the entity:

- (A) Any insurance company as defined in Section 2(13) of the Securities Act of 1933, as amended;

NOTE: A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act of 1940 (the “Investment Company Act”), which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of such insurance company.

- (B) Any investment company registered under the Investment Company Act or any business development company as defined in Section 2(a)(48) of that Act;
 - (C) Any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
 - (D) Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;
 - (E) Any employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974;
 - (F) Any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (1)(D) or (E) of this section, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;
 - (G) Any business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
 - (H) Any organization described in Section 501(c)(3) of the Code, corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended, or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act of 1933, as amended, or a foreign bank or savings and loan association or equivalent institution), partnership, or Massachusetts or similar business trust; and
 - (I) Any investment adviser registered under the Investment Advisers Act.
- 2. Any dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended, acting for its own account or the accounts of other Approved Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer, provided, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as

a participant in a public offering shall not be deemed to be owned by such dealer.

3. Any dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended, acting in a riskless principal transaction on behalf of an Approved Institutional Buyer.

NOTE: A registered dealer may act as agent, on a non-discretionary basis, in a transaction with an Approved Institutional Buyer without itself having to be an Approved Institutional Buyer.

4. Any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other Approved Institutional Buyers, that is part of a family of investment companies which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. “Family of investment companies” means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided, that, for purposes of this section:
 - (A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act [17 CFR 270.18f-2]) shall be deemed to be a separate investment company; and
 - (B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company’s adviser (or depositor) is a majority-owned subsidiary of the other investment company’s adviser (or depositor).
5. Any entity, all of the equity owners of which are Approved Institutional Buyers, acting for its own account or the accounts of other Approved Institutional Buyers.
6. Any bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act of 1933, as amended, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other Approved Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not

more than 16 months preceding the date of sale under Rule 144A of the Securities Act of 1933 in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps.

The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.

In determining the aggregate amount of securities owned by an entity and invested on a discretionary basis, securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

For purposes of this section, “riskless principal transaction” means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to an Approved Institutional Buyer, including another dealer acting as riskless principal for an Approved Institutional Buyer.

Form of Execution of Bonds provision (Indenture):

Section __. Execution of Bonds. The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the Chair of the Authority or the manual signature of any Authorized Signatory, and attested by the manual or facsimile signature of the Secretary of the Authority or the Assistant to the Secretary of the Authority or the manual signature of any Authorized Signatory. The Bonds shall then be delivered to the Trustee for authentication by it. In case any officer of the Authority or Authorized Signatory who shall have signed or attested any of the Bonds shall cease to be such officer or Authorized Signatory before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee or issued by the Authority, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though those who signed and attested the same had continued to be such officers of the Authority or Authorized Signatory, and also any Bond may be signed and attested on behalf of the Authority by

such persons as at the actual date of execution of such Bond shall be the proper officers of the Authority or Authorized Signatory although at the nominal date of such Bond any such person shall not have been such officers of the Authority or Authorized Signatory.

Notification to Authority re Amount of Outstanding Bonds (Indenture):

On or before July 15 of each year the Trustee shall notify the Authority, via mutually acceptable electronic means or by mail, of the aggregate principal amount of Outstanding Bonds as of June 30 of such year or that no Bonds remain Outstanding.

Form of Payment Provisions for Fees (Indenture):

Section __. Additional Payments. The Trustee shall transfer the Additional Payments constituting the Authority's annual fee, promptly upon receipt thereof from the Corporation, to the Authority at the Remittance Address.

Form of Legend for Bonds for Financings Rated Below BBB- or Unrated (or, at the discretion of the Authority, rated BBB-) (Bonds):

[Either of the following are acceptable to the Authority:]

BY POSSESSION OF THIS BOND, THE HOLDER CERTIFIES THAT IT IS AN APPROVED INSTITUTIONAL BUYER AS DEFINED IN THE INDENTURE. THE HOLDER HEREOF, BY THE ACCEPTANCE OF THIS BOND, ACKNOWLEDGES THAT THIS BOND MAY ONLY BE REGISTERED IN THE NAME OF, OR TRANSFERRED TO, AN "APPROVED INSTITUTIONAL BUYER."

[or]

THIS BOND MAY ONLY BE REGISTERED IN THE NAME OF, OR TRANSFERRED TO, AN "APPROVED INSTITUTIONAL BUYER" AS DEFINED IN THE INDENTURE.

Form of Letter of Credit Language (for LC-backed transaction for financings with underlying rating below BBB- or unrated) (Loan Agreement):

The Letter of Credit may be replaced by an Alternate Letter of Credit complying with the provisions of Section __ of the Indenture. The Corporation shall at all times maintain a Letter of Credit securing the Bonds which causes the Bonds to be rated at least "BBB-" or better by a Rating Service and shall at any time the Bonds are no longer rated at least "BBB-" or better by a Rating Service use its best efforts to replace the existing Letter of Credit with an Alternative Letter of Credit pursuant to Section ____ of the Indenture which will cause the Bonds to be rated at least "BBB-" or better by a Rating Service.

[Letter of Credit requirement may be removed upon conversion to long-term or fixed rate if the Indenture requires that the Bonds then be rated BBB- or higher for conversion to occur]

Form of Disclaimer (Official Statement, Indenture and Bond):

THE BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR. THE AUTHORITY SHALL NOT BE OBLIGATED TO PAY THE PRINCIPAL OF THE BONDS, OR THE REDEMPTION PREMIUM OR INTEREST THEREON, EXCEPT FROM THE FUNDS PROVIDED THEREFOR UNDER THE INDENTURE AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE REDEMPTION PREMIUM OR INTEREST ON THE BONDS. THE ISSUANCE OF THE BONDS SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER. MOREOVER, NEITHER THE AUTHORITY NOR THE PROGRAM PARTICIPANT[S] SHALL BE LIABLE FOR ANY OTHER COSTS, EXPENSES, LOSSES, DAMAGES, CLAIMS OR ACTIONS, IN CONNECTION WITH THE LOAN AGREEMENT, THE BONDS OR THE INDENTURE, EXCEPT ONLY TO THE EXTENT AMOUNTS ARE RECEIVED FOR THE PAYMENT THEREOF FROM THE CORPORATION UNDER THE LOAN AGREEMENT.

Form of Non-Liability Provisions (Indenture):

Section _____. Non-Liability of Authority. The Authority shall not be obligated to pay the principal (or Redemption Price) of or interest on the Bonds, except from Revenues and other moneys and assets received by the Trustee pursuant to the Loan Agreement. Neither the faith and credit nor the taxing power of the State or any political subdivision thereof (including the Program Participant[s]), nor the faith and credit of the Authority is pledged to the payment of the principal (or Redemption Price) of or interest on the Bonds. Neither the Authority nor the Program Participant[s] shall be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with the Loan Agreement, the Bonds or this Indenture, except only to the extent amounts are received for the payment thereof from the Corporation under the Loan Agreement.

The Trustee hereby acknowledges that the Authority's sole source of moneys to repay the Bonds will be provided by the payments made by the Corporation to the Trustee pursuant to the Loan Agreement, together with investment income on certain funds and accounts held by the Trustee under this Indenture, and hereby agrees that if the payments to be made under the Loan Agreement shall ever prove insufficient to pay all principal (or Redemption Price) and interest on the Bonds as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then the Trustee shall give notice to the Corporation in accordance with Section ____ **[Events of Default and Remedies]** of this Indenture to pay such amounts as are required from time to time to

prevent any deficiency or default in the payment of such principal (or Redemption Price) or interest, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Trustee, the Corporation, the Authority or any third party, subject to any right of reimbursement from the Trustee, the Authority or any such third party, as the case may be, therefor.

Form of Disclaimer re Authority's non-obligation to enforce assigned rights under Indenture and Loan Agreement (Indenture; "assignment" section or "remedies upon default" section):

Notwithstanding anything to the contrary in this Indenture, the Authority shall have no obligation to and instead the Trustee may, without further direction from the Authority, take any and all steps, actions and proceedings, to enforce any or all rights of the Authority (other than those specifically retained by the Authority pursuant to Section ____ of this Indenture) under this Indenture or the Loan Agreement, including, without limitation, the rights to enforce the remedies upon the occurrence and continuation of an Event of Default and the obligations of the Corporation under the Loan Agreement.

Form of Language Describing Authority (Official Statement):

The Authority is a joint powers agency organized pursuant to a Joint Powers Agreement among a number of California counties, cities and special districts entered into pursuant to the provisions relating to the joint exercise of powers contained in Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code. The Authority is authorized to participate in financings for the benefit of certain organizations described under Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code").

[Optional] The Authority has entered into, sold and delivered obligations, and will in the future enter into, sell and deliver obligations, other than the Bonds, which other obligations are and will be secured by instruments separate and apart from the [Indenture] and the [Loan Agreement]. The holders of such obligations of the Authority have no claim on the security for the Bonds and the holders of the Bonds will have no claim on the security of such other obligations issued by the Authority.

Form of Disclosure regarding Litigation (Official Statement):

To the knowledge of the Authority, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending against the Authority seeking to restrain or enjoin the sale or issuance of the Bonds, or in any way contesting or affecting any proceedings of the Authority taken concerning the sale thereof, the pledge or application of any moneys or security provided for the payment of the Bonds, the validity or enforceability of the documents executed by the Authority in connection with the Bonds, the completeness or accuracy of the [Limited Offering Memorandum/Official Statement] or the existence or powers of the Authority relating to the sale of the Bonds.

Form of Limitation of Liability of Authority (Bond placement or sale document):

Section _____. Limitation of Liability of Authority. The Authority shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions of any conceivable kind under any conceivable theory under this [Bond][Purchase/Placement][Contract/Agreement] or any document or instrument referred to herein or by reason of or in connection with this [Bond] [Purchase/Placement] [Contract/Agreement] or other document or instrument except to the extent it receives amounts from the Corporation available for such purpose.

Certain Conditions to Include in Section Re Conditions to Obligations of the Authority (Bond placement or sale document)

(___) The Authority's closing fee and the fee of its special counsel shall have been paid by wire transfer or in other immediately available funds or arrangements reasonably satisfactory to the Authority and its special counsel shall have been made to pay such fees from the proceeds of the Bonds or otherwise.

(___) The Underwriter shall provide information to which it has access in its ordinary course of business that is requested by the Authority for purposes of its compliance with California Government Code Section 8855.

Form of Representations of Authority (Bond placement or sale document):

Section _____. Representations and Agreements of the Authority. The Authority represents to and agrees with the [Placement Agent/Purchaser/Underwriter] and the Corporation that:

(a) The Authority is a joint powers agency organized and existing under the laws of the State of California and has full power and authority to adopt the Resolution, and to enter into and to perform its obligations under the Indenture, the Loan Agreement and this [Bond][Purchase/Placement][Contract/Agreement] (collectively, the "Authority Documents"); and when executed and delivered by the respective parties thereto, the Authority Documents will constitute the legal, valid and binding obligations of the Authority enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitation on legal remedies against joint powers authorities in the State of California;

(b) By official action of the Authority prior to or concurrently with the acceptance hereof, the Authority has approved and authorized the distribution of the Preliminary [Limited Offering Memorandum/Official Statement] and the [Limited Offering Memorandum/Official Statement] and authorized and approved the execution and delivery of the Authority Documents and the consummation by the Authority of the transactions contemplated thereby;

(c) To the knowledge of the Authority, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending against the Authority seeking to restrain or enjoin the sale or issuance of the Bonds, or in any way contesting or affecting any proceedings of the Authority taken concerning the sale thereof, the pledge or application of any moneys or security provided for the payment of the Bonds, in any way contesting the validity or enforceability of the Authority Documents or contesting in any way the completeness or accuracy of the [*Limited Offering Memorandum/Official Statement*] or the existence or powers of the Authority relating to the sale of the Bonds;

(d) The statements and information contained in the [*Limited Offering Memorandum/Official Statement*] under the caption “THE AUTHORITY” are true and correct in all material respects, and the information contained under the caption “THE AUTHORITY” in the [*Limited Offering Memorandum/Official Statement*] does not contain an untrue statement of a material fact or omit any statement or information concerning the Authority which is necessary to make such statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(e) The Authority will furnish such information, execute such instruments and take such other action in cooperation with the [*Placement Agent/Purchaser/Underwriter*], at the expense of the [*Placement Agent/Purchaser/Underwriter*] or Corporation as the [*Placement Agent/Purchaser/Underwriter*] may reasonably request in endeavoring (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the [*Placement Agent/Purchaser/Underwriter*] may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of the Bonds; provided, however, that in no event shall the Authority be required to take any action that would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject;

(f) The execution and delivery by the Authority of the Authority Documents and compliance with the provisions on the Authority’s part contained therein will not conflict with or constitute a material breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Authority Documents;

(g) If before the “end of the underwriting period” (as defined in S.E.C. Rule 15c2-12), an event occurs, of which the Authority has knowledge, which might or would cause the information contained in the [*Limited Offering Memorandum/Official*

Statement] under the heading “THE AUTHORITY” as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, or if the Authority is notified by the Corporation pursuant to the provisions of the Letter of Representations or otherwise requested to amend, supplement or otherwise change the [*Limited Offering Memorandum/Official Statement*], the Authority will notify the [*Placement Agent/Purchaser/Underwriter*] and the Corporation, and if in the opinion of the [*Placement Agent/Purchaser/Underwriter*] such event requires the preparation and publication of a supplement or amendment to the [*Limited Offering Memorandum/Official Statement*], the Authority will cooperate with the Corporation and the [*Placement Agent/Purchaser/Underwriter*] to amend or supplement the [*Limited Offering Memorandum/Official Statement*] in a form and in a manner approved by the [*Placement Agent/Purchaser/Underwriter*], provided all expenses thereby incurred will be paid by the Corporation; and

(h) During the period described in the preceding paragraph, (a) the Authority will not participate in the issuance of any amendment of or supplement to the [*Limited Offering Memorandum/Official Statement*] to which, after being furnished with a copy, the Corporation or the [*Placement Agent/Purchaser/Underwriter*] shall reasonably object in writing or which shall be disapproved by any of their respective counsel and (b) if any event relating to or affecting the Authority shall occur as a result of which it is necessary, in the opinion of counsel for the [*Placement Agent/Purchaser/Underwriter*], to amend or supplement the [*Limited Offering Memorandum/Official Statement*] in order to make the [*Limited Offering Memorandum/Official Statement*] not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority will cooperate with the Corporation and the [*Placement Agent/Purchaser/Underwriter*] to prepare and furnish to the [*Placement Agent/Purchaser/Underwriter*] and the Corporation (at the expense of the Corporation) a reasonable number of copies of an amendment of or supplement to the [*Limited Offering Memorandum/Official Statement*] (in form and substance satisfactory to counsel for the [*Placement Agent/Purchaser/Underwriter*]) which will amend or supplement the [*Limited Offering Memorandum/Official Statement*] so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the [*Limited Offering Memorandum/Official Statement*] is delivered to a purchaser, not misleading.

The execution and delivery of this [*Placement Agent Agreement/Bond Purchase Contract*] by the Authority shall constitute a representation by the Authority to the [*Placement Agent/Purchaser/Underwriter*] that the representations and agreements contained in this Section are true as of the date hereof; provided, however, that as to information furnished by the Corporation pursuant to this [*Placement Agent Agreement/Bond Purchase Contract*] or otherwise, the Authority is relying solely on such information in making the Authority’s representations and agreements, and as to all matters of law the Authority is relying on the advice of bond counsel; and provided further, that no member, officer, agent or employee of the governing body of the

Authority shall be individually liable for the breach of any representation, warranty or agreement contained herein.

Reliance on Other Parties (Tax Certificate):

Section _____. Reliance on Other Parties. Except as specifically set forth herein, the Authority, in making the certifications and representations herein, is relying exclusively on the certifications and representations of the Corporation. The expectations of the Authority and the Corporation concerning certain uses of the proceeds of the Bonds and the use and operation of the facilities composing the Project and other matters are based in whole or in part upon representations and certifications of other parties set forth in this Tax Certificate and Agreement. Neither the Authority nor the Corporation is aware of any facts or circumstances that would cause either the Authority or the Corporation to question the accuracy or reasonableness of any representation or certification made in this Tax Certificate and Agreement.

[NOTE: retention of records and obligation to calculate rebate should be limited to the borrower, the only records the Authority will be obligated to retain are the transcript of the bond issue and a hedge identification, if applicable.]

Non-liability of Authority (Tax Certificate):

Section _____. Non-Liability of Authority. The Authority shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with the Bonds and this Tax Certificate and Agreement, except only to the extent amounts are received for the payment thereof from the Corporation.

Post-Issuance Compliance Language (Tax Certificate):

The Authority and the Corporation have covenanted to comply with certain requirements of the Code relating to the Rebate Requirement as discussed in this Article ____ and relating to private use and/or unrelated trade or business use and the Authority intends to comply with these requirements through the obligation and undertaking by the Corporation to comply with these requirements (including, if necessary, the retention of a qualified rebate analyst and a post-issuance compliance expert), which the Corporation hereby acknowledges.

Post-Issuance Compliance Undertaking (Closing Certificate of Corporation):

Section _____. Post-Issuance Compliance Undertaking. The Corporation, has covenanted herein and in Section ____ of the Loan Agreement to comply with certain requirements of the Code. The Corporation acknowledges that the Internal Revenue Service mandates certain filing requirements with respect to post-issuance tax compliance, private use and/or unrelated trade or business use, including the proper method for computing whether any such use has occurred under Section 145 of the Code. The Corporation further covenants that it will undertake to determine (or have determined

on its behalf) the information required to be reported on the IRS Form 990 (Schedule K) Supplemental Information on Tax-Exempt Bonds on an annual basis and will undertake to comply with the aforementioned filing requirements and any related requirements that may be applicable to the Bonds (collectively, the “Post-Issuance Requirements”). Further, the Corporation covenants that it has adopted, or, if not, will promptly adopt, management practices and procedures to ensure the Corporation complies with the Post-Issuance Requirements with respect to the Bonds.

Retention of Post-Issuance Compliance Expert (Closing Certificate of Corporation):

The Corporation initially [has retained the firm of Bond Logistix LLC to provide] [has designated (insert name of the individual officer/employee of Corporation) to be responsible for providing or causing to be provided] certain post-issuance tax compliance services that may be required from time to time with respect to the Bonds.

Governing Law, Venue (major documents to which Authority is a party):

Section _____. Governing Law; Venue. This [*document name*] shall be construed in accordance with and governed by the laws of the State of California applicable to contracts made and performed in the State of California. This [*document name*] shall be enforceable in the State of California, and any action arising hereunder shall (unless waived by the Authority in writing) be filed and maintained in the Superior Court of California, County of Sacramento.

CERTIFICATE OF THE AUTHORITY

Re: [Name of Bonds]

The undersigned, an Authorized Signatory (defined below) of the Commission of the California Statewide Communities Development Authority, a public entity of the State of California, created pursuant to Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California (the "Authority"), hereby certifies that the following are now and have continuously been since May 8, 2014, the duly appointed, qualified and acting members of the Commission:

<u>Title</u>	<u>Name</u>
Chair	Larry Combs
Vice Chair	Kevin O'Rourke
Treasurer	Terry Schutten
Secretary	Dan Harrison
Member	Tim Snellings
Member	Dan Mierzwa
Member	Irwin Bornstein

The undersigned further certifies that Norman Coppinger, Nancy Parrish, Laura Labanieh, Catherine Bando, Dorothy Holzem and Graham Knaus are each appointed as administrative delegates of the members of the Commission pursuant to the Delegation Resolution (defined below) and that each such person and each of the foregoing members of the Commission (each, an "Authorized Signatory") were authorized by the Authority to execute, on behalf of the Authority, in connection with the execution and delivery of that certain *[Indenture]*, dated as of _____, 20__ (the "Indenture"), between the Authority and _____, as trustee (the "Trustee"), various instruments, documents, and certificates, including, without limitation, the following documents:

1. Indenture;
2. *[Loan Agreement]*, dated as of _____, 20__ (the "Loan Agreement"), between the Authority and _____ (the "Corporation"); and
3. *[Placement Agent Agreement/Bond Purchase Contract]*, dated _____, 20__ (the "*[Placement Agreement/Purchase Contract]*"), among the Authority, the Corporation and *[underwriters]*.

The undersigned hereby certifies that attached hereto as Exhibit A are full, true and correct copies of (i) Resolution No. __NP-__ adopted at a regular meeting of the Authority held on _____, 20__, and (ii) Resolution No. 15R-11, adopted at a regular meeting of the Authority held on April 9, 2015 (the "Delegation Resolution"), at each of which meetings a quorum was present. The undersigned further certifies that said copies are full, true and correct copies of the original resolutions adopted at said meetings

APPENDIX E

and entered in the respective proceedings thereof; and that said resolutions have not been amended, modified or superseded in any manner since the dates of their respective adoption, and the same are now in full force and effect.

The undersigned further certifies that the Authority has fulfilled or performed each of its obligations contained in the Indenture, the Loan Agreement and the [*Placement Agreement/ Purchase Contract*] required to be fulfilled or performed by it as of the date hereof; and the representations and agreements made by the Authority in the [*Placement Agreement/ Purchase Contract*] are true and correct in all material respects on the date hereof, with the same effect as if made on and with respect to the facts as of the date hereof.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

Dated: [*Closing Date*].

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

By: _____
Authorized Signatory

EXHIBIT A

BOND RESOLUTION AND DELEGATION RESOLUTION

FORM OF 15c2-12 CERTIFICATE

CERTIFICATE OF AUTHORITY
AS TO FINALITY OF PRELIMINARY OFFICIAL STATEMENT

I hereby certify that I am a member of the commission of the California Statewide Communities Development Authority (the “Authority”) or an authorized administrative delegatee thereof (“Authorized Signatory”), and as such I am authorized to execute this certificate on behalf of the Authority.

I understand that there has been delivered to [*Name of Underwriter*], as underwriter (the “Underwriter”) of the California Statewide Communities Development Authority [*insert Bond caption*] (the “Bonds”), a preliminary [*Official Statement/Private Placement Memorandum/Limited Offering Memorandum*] relating to the Bonds, dated _____, 200_ (including the cover page, the introduction and all appendices thereto, the “Preliminary [*Official Statement/Private Placement Memorandum/Limited Offering Memorandum*]”), which, as to only the section thereof entitled “THE AUTHORITY,” the Authority deems to be final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”), except for information permitted to be omitted therefrom by Rule 15c2-12.

Dated: [Date of Preliminary Official Statement/Private Placement Memorandum/Limited Offering Memorandum].

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

By: _____
Authorized Signatory

FORM OF STANDARD 10b-5 OPINION FROM CORPORATION COUNSEL

Generally, the opinion of counsel to the Corporation must be addressed to the Authority, track the language of Rule 10b-5, and cover the entirety of the offering document (with the exception of the specific carve-outs identified below). The Corporation may not make a general statement to the effect that the 10b-5 opinion only applies or relates to the Corporation.

Preferred format:

“Based upon the information made available to us in the course of our participation in the preparation of the [*Preliminary Official Statement/Preliminary Offering Memorandum*] and the [*Official Statement/Offering Memorandum*] and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the [*Preliminary Official Statement/Preliminary Offering Memorandum*] and the [*Official Statement/Offering Memorandum*], (a) as of [Pricing Date], nothing had come to the attention of the lawyers in this firm rendering professional services in connection with the issuance of the Bonds that would lead them to believe that the statements and information contained in the [*Preliminary Official Statement/Preliminary Offering Memorandum*] as of that date that the [*Preliminary Official Statement/Preliminary Offering Memorandum*] contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (b) as of the date of the [*Official Statement/Offering Memorandum*], nothing had come to the attention of the lawyers in our firm rendering professional services in connection with the issuance of the Bonds that would lead them to believe as of that date and as of the date hereof that the Official Statement contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that this firm expressly excludes from the scope of this paragraph and express no view or opinion about (i) with respect to the [*Preliminary Official Statement/Preliminary Offering Memorandum*], any difference in information contained therein compared to what is contained in the [*Official Statement/Offering Memorandum*] whether or not related to pricing or sale of the Bonds, and (ii) with respect to both the [*Preliminary Official Statement/Preliminary Offering Memorandum*] and the [*Official Statement/Offering Memorandum*] (a) any financial information (including pro forma information) or statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion contained in the Official Statement; (b) any statements and information relating to the Authority, The Depository Trust Company and its nominee and book-entry system [*and the Insurer, the Bank and the Insurance Policy*]; and (c) Appendices __, __ and __*), as of the date of the Official Statement or as of the

* Appendices may include Corporation’s audit, forms of opinions, form of insurance policy, feasibility studies, summaries of principal bond documents and other expertized material.

APPENDIX G

date hereof, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.”

**CERTIFICATE REGARDING
JOINT EXERCISE OF POWERS AGREEMENT**

Re: _____ [*Name of Bonds*]

I hereby certify that I am a member of the commission of the California Statewide Communities Development Authority (the “Authority”) or an authorized administrative delegatee thereof (“Authorized Signatory”), and as such I am authorized to execute this certificate on behalf of the Authority.

I hereby certify:

(1) that attached hereto is a true and correct copy of the Amended and Restated Joint Exercise of Powers Agreement, dated June 1, 1988 (the “Agreement”) relating to the formation of the Authority; and

(2) that, with the exception of adding additional parties to the Agreement, the Agreement has not been amended, modified, supplemented, rescinded or repealed and remains in full force and effect as of the date hereof.

Dated: [Closing Date]

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

By: _____
Authorized Signatory

**FORM OF OPINION
OF COUNSEL TO AUTHORITY**

[Closing Date]

[Underwriter/Placement Agent]

Re: _____ [Name of Bonds]

Ladies and Gentlemen:

We have acted as special counsel to the California Statewide Communities Development Authority (the "Authority") in connection with its issuance of \$[_____] aggregate principal amount of its [Name of Bonds] (the "Bonds"). In such connection, we have reviewed Resolution No. ____ adopted by the Authority on _____, 20__ (the "Resolution"), certificates of the Authority and others as to certain factual matters, and such documents and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings, and court decisions. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Accordingly, this opinion is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events or matters. With the delivery of this letter, our engagement with respect to the Bonds has concluded, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, all parties thereto. We have assumed, without undertaking to verify independently, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the first paragraph hereof. Our engagement with respect to the Bonds as special counsel to the Authority was limited to the matters expressly covered by the numbered opinions set out below. We express no opinion as to the validity or enforceability of the Bonds or any of the documents or actions authorized by the Resolution or as to the tax status of interest on the Bonds. We also undertake no responsibility of any kind for the [Official Statement/Private Placement Memorandum/Limited Offering Memorandum] or other offering material relating to the Bonds.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Authority is a joint powers agency duly organized and validly existing under the laws of the State of California.

2. The Resolution was duly adopted at a meeting of the governing body of the Authority. The Resolution is in full force and effect and has not been amended, modified or superseded.

This letter is furnished by us as special counsel to the Authority. No attorney client relationship has existed or exists between our firm and the addressee(s) hereof [(other than the Authority)] in connection with the Bonds or by virtue of this letter. This letter is solely for the benefit of the addressee(s) hereof and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any person other than the addressee(s) of this letter. This letter is not intended to, and may not, be relied upon by owners of any Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

FORM OF INVESTOR LETTER

[Closing Date]

California Statewide Communities
Development Authority
1100 K Street, Suite 101
Sacramento, CA 95814

Ladies and Gentlemen:

The undersigned, authorized representative of _____, a _____
(the “Purchaser”), does hereby represent and agree, as follows:

1. [Brief Description of Transaction]
2. The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.
3. The Purchaser is an “Approved Institutional Buyer” within the meaning of the Indenture, which has sufficient knowledge and experience in financial and business matters, including purchase and ownership of [type of] revenue bonds, to be able to evaluate the risks and merits of the investment represented by the Bonds, and which can bear the economic risk of its investment in the Bonds. The Bonds are a financially suitable investment for the Purchaser consistent with its investment policies, needs and objectives. The Purchaser understands that it may be required to bear the risks of this investment in the Bonds for an indefinite time, as there may be no market for the Bonds.
4. The Bonds are being acquired by the Purchaser for its own account for investment purposes and not with a view to or for resale thereof in any manner that would result in the Purchaser being an agent of the Issuer or an underwriter within the meaning of the 1933 Act, and the Purchaser intends to hold the Bonds for its own account for a period of time, possibly to maturity, and does not intend at this time to dispose of all or any part of the Bonds.
5. The Purchaser understands that the Bonds are not registered under the 1933 Act and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) are not being rated by any national securities rating agency, [and (d) will be delivered in a form which may not be readily marketable].
6. The Purchaser acknowledges that it has made its own inquiry and analysis with respect to the Bonds and security therefor, that it has received the documents executed or adopted by the Issuer in connection with the Bonds and other documents it

has requested, and that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would consider important in making investment decisions, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Corporation and the Bonds and the security therefor so that, as a reasonable investor, the Purchaser has been able to make its decision to purchase the Bonds. The Purchaser acknowledges that an informed has not relied upon the Issuer for any information in connection with the Purchaser's decision to purchase the Bonds.

7. Although the Purchaser does not intend at this time to dispose of all or any part of the Bonds, the Purchaser acknowledges that it has the right to sell and transfer the Bonds, in accordance with terms and conditions of the Indenture (including sales limited to "Approved Institutional Buyers" as defined in the Indenture in the minimum denominations set forth therein). The Purchaser acknowledges that it is solely responsible for compliance, and covenants and agrees with the Issuer that it will comply, with the Indenture and all applicable federal or state securities laws then in effect with respect to any subsequent sale, transfer or other disposition of the Bonds, including disclosure of material information (without involving the Issuer in any manner). The Purchaser agrees to indemnify the Issuer for any liabilities or costs incurred by the Issuer (including attorney fees) in connection with any sale, transfer or other disposition of the Bonds in violation of such restrictions or laws.

8. The Purchaser acknowledges that the Bonds are limited obligations of the Issuer, payable solely from [Revenues][the Trust Estate] (as defined in the Indenture), which consists of payments made by the Corporation pursuant to the Loan Agreement. The Issuer shall not be directly, indirectly, contingently or morally obligated to pay the principal of the Bonds or the interest thereon, or any other expenses related to the Bonds, except from funds provided under the Indenture, including payments under the Loan Agreement, and neither the faith and credit or the taxing power of the State of California nor any political subdivision thereof (including the Issuer) is pledged to the payment of the principal of or interest on the Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Indenture.

[NAME OF INVESTOR]

By: _____
Its: _____

FORM OF HEDGE IDENTIFICATION

HEDGE RECORDATION ACKNOWLEDGMENT
California Statewide Communities Development Authority

[*Name of Bonds*]

I hereby certify that I am a member of the commission of the California Statewide Communities Development Authority (the "Authority") or an authorized administrative delegatee thereof ("Authorized Signatory"), and as such I am authorized to execute this certificate on behalf of the Authority.

[*Name of Borrower*] (the "Corporation") has stated its desire for the Authority to issue [*Name of Bonds*] (the "Bonds") for the benefit of the Corporation, as further described in the attached hedge identification certificate (the "Certificate") executed by or upon direction of the Corporation. The Authority hereby records the following in accordance with Treasury Regulation Section 1.148-4(h)(2) in order to satisfy certain of the requirements for the hedge (the "Hedge Transaction") described in the Certificate to be a qualified hedge within the meaning of said regulation with respect to the Bonds. The Authority acknowledges receipt of the Certificate and will retain the Certificate with its books and records for the Bonds, when and if issued.

All information set forth in the Certificate is submitted by or on behalf of the Corporation. The Authority is not obligated by the receipt of the Certificate or the execution of this Acknowledgment in any manner whatsoever with respect to the approval, sale or issuance of the Bonds or with respect to the Hedge Transaction.

Dated: _____

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

BY: _____
Authorized Signatory

- XII. Consideration of Intellectual Property License, Royalty and Administrative Agreement by and among the California Statewide Communities Development Authority, the California State Association of Counties (CSAC) and the League of California Cities and Acknowledgement of an Assignment of Contract between CSAC and CSAC Finance Corporation. (Cathy Bando)



CSCDA
CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY



**AGENDA OF THE
SPECIAL MEETING OF THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

June 18, 2015

10:00 a.m. or upon adjournment of CSCDA Regular Meeting

California State Association of Counties

1100 K Street, 1st Floor

Sacramento, California

County of Monterey
168 West Alisal Street
Salinas, CA 93901

County of Butte
7 County Center Drive
Oroville, CA 95965

County of Yuba
915 8th Street, Suite 103
Marysville, CA 95901

- I. Call the Roll (alternates designate which member they are representing).
- II. Consideration of the Consent Calendar.
- III. Adjourn

This ___ page agenda was posted at 1100 K Street, Sacramento, California on _____, 2015 at __: __ m,
Signed _____. Please fax signed page to (925) 933-8457.



**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
CONSENT CALENDAR**

1. Consent Calendar:
 - a. Approval of Wells Fargo Corporate Trust Services Invoice #1184340 for \$900.00 for trustee fees related to CSCDA CRA/ERAF Program Series 2005.
 - b. Approval of East Niles Community Services District as a Program Participant.
 - c. Approval of Wells Fargo Corporate Trust Services Invoice #1201637 for \$3,000.00 for trustee fees related to SCIP Revenue Bonds 2007A.

Thursday, June 18, 2015

Note: Persons requiring disability-related modification or accommodation to participate in this public meeting should contact (925) 933-9229, extension 225.

II. Consideration of the Consent Calendar.

- a. Approval of Wells Fargo Corporate Trust Invoice #1184340 for \$900.00 for trustee fees related to CSCDA CRA/ERAF Program Series 2005.

Late Fee Notice

Corporate Trust Services

Date Sent: 5/20/2015



Invoice Number 1184340	Original Billing Date 4/17/2015	Original Due Date 5/17/2015	Amount Due \$900.00 <i>Please mail or wire payment to:</i> Mailing Address: Wells Fargo Bank WF 8113 P.O. Box 1450 Minneapolis, MN 55485-8113 Wire Instructions: ABA #: 121000248 DDA #: 1000031565 Swift Code: WFBUS6S Reference: Invoice #, Acct Name, Attn Name ACH Instructions: ABA #: 091000019 DDA #: 1000031565 Memo: Invoice #, Account Name, Attn Name
CSCDA Attn: Luis Castro, 2999 Oak Road Suite 710 Walnut Creek, CA 94597			

Please return this portion of the statement with your payment in the envelope provided:

Please retain this portion for your records

Account Number: 17573300

CSCDA CRA/ERAF Program Series 2005

Administration Charges

Trustee Fee

For the Period 4/27/2015 through 8/1/2015

\$900.00

Original Amount Due	\$900.00
Payments Received	\$0.00
Late Charge	\$0.00
Total Amount Due:	\$900.00

Billings past due are subject to an 18% annual finance charge of the balance due.

- b. Approval of East Niles Community Services District as a Program Participant.

- c. Approval of the Wells Fargo Corporate Trust Services Invoice #1201637 for \$3,000.00 for trustee fees related to SCIP revenue Bonds 2007A.

Fee Invoice

Corporate Trust Services

**WELLS
FARGO**

Invoice Number	Billing Date	Due Date
1201637	06/08/2015	07/08/2015

CSCDA
Luis Castro
2999 Oak Road
Suite 710

Walnut Creek, CA 94597

Amount Due \$3,000.00
<i>Please mail or wire payment to:</i>
Mailing Address: Wells Fargo Bank WF 8113 P.O. Box 1450 Minneapolis, MN 55485-8113
Wire Instructions: ABA #: 121000248 DDA #: 1000031565 Swift Code: WFBIUS6S Reference: Invoice #, Acct Name, Attn Name
ACH Instructions: ABA #: 091000019 DDA #: 1000031565 Memo: Invoice #, Account Name, Attn Name

Please return this portion of the statement with your payment in the envelope provided:

Please retain this portion for your records

Account Number: 22345300
SCIP Revenue Bonds 2007A

Administration Charges

Trustee Fee

For the Period 06/13/2015 through 06/12/2016

\$3,000.00

Total Amount Due:

\$3,000.00

Billings past due are subject to an 18% annual finance charge of the balance due.

Please address questions to Robert W Schneider Phone - 213-253-7517 Email - Robert.Schneider@wellsfargo.com