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**JOINT COMMUNITY FACILITIES AGREEMENT**

**by and among**

**MORENO VALLEY UNIFIED SCHOOL DISTRICT**

**and**

**EASTERN MUNICIPAL WATER DISTRICT**

**and**

**EQUITABLE MORENO VALLEY II PARTNERSHIP**

**relating to**

**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2020-1**

**Dated as of \_\_\_\_\_, 2020**

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## **JOINT COMMUNITY FACILITIES AGREEMENT**

**THIS JOINT COMMUNITY FACILITIES AGREEMENT** (“JCFA”), dated as of \_\_\_\_\_, 2020 (“Effective Date”), is by and among the MORENO VALLEY UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“School District”); the EASTERN MUNICIPAL WATER DISTRICT, a municipal water district organized and existing under the laws of the State of California (“Water District”); and EQUITABLE MORENO VALLEY II PARTNERSHIP., a California limited partnership (“Owner”), as relates to proposed Community Facilities District No. 2020-1 of the Moreno Valley Unified School District. The foregoing named parties may be referred to herein as either party or parties (“Party” or “Parties”).

### **WITNESSETH:**

**WHEREAS**, Owner is the current owner of that certain undeveloped real property within [Tentative] Tract Map No. 31590 within the City of Moreno Valley (“Property”), which is also located within the boundaries of the School District and the boundaries of the Water District, and described in Exhibit “A”;

**WHEREAS**, Owner is proposing that a new community facilities district (“CFD No. 2020-1”) be formed that would include the Property;

**WHEREAS**, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (“Act”), the Board of Education of the School District has initiated proceedings to establish CFD No. 2020-1, the boundaries of which include the Property;

**WHEREAS**, the facilities eligible to be financed by CFD No. 2020-1 include certain school facilities to be owned and operated by the School District (“School District Facilities”), as described in Exhibit “B”, and certain fees and facilities to be owned and operated by the Water District (“Water District Facilities”), as described in Exhibit “C”, all in order to accommodate development within the School District and the Water District, including the Property;

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

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

**WHEREAS**, the Board of Education of the School District and the Board of Directors of the Water District will each adopt such a resolution;

**WHEREAS**, subsection (e) of Section 53316.2 of the Act provides that, notwithstanding any other provision of the Act, no local agency which is party to a joint exercise of powers agreement or joint community facilities agreement shall have primary responsibility for formation of a community facilities district unless that agency is one or more of certain specified types of agencies, including an agency that is reasonably expected to have responsibility for providing facilities or services to be financed by a larger share of the proceeds of special taxes (“Special Taxes”) and bonds (“Bonds”) of the community facilities district or districts created pursuant to the joint exercise of powers agreement or the joint community facilities agreement than any other local agency;

**WHEREAS**, the School District has determined that the School District Facilities will be financed by a larger share of the proceeds of the Special Taxes and the Bonds than Water District Facilities;

**WHEREAS**, the Water District levies and collects certain fees on new development within the Water District, including the development of the Property, to finance the construction of water and sewer facilities and the acquisition of capacity in the Water District’s water and sewer systems (“EMWD Fees”), as further described in Exhibit “C”;

**WHEREAS**, Owner has requested that CFD No. 2020-1 finance Water District Facilities in lieu of the payment of EMWD Fees that would otherwise be payable with respect to development of the Property;

**WHEREAS**, the Water District has agreed to provide Owner with a credit against payment of EMWD Fees to the extent that proceeds of the Bonds are made available to the Water District to fund Water District Facilities, as described herein; and

**WHEREAS**, the School District, the Water District and Owner desire to enter into this JCFA in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the Water District Facilities through the issuance of Bonds by CFD No. 2020-1.

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

**Section 1. Recitals.** Each of the above recitals is true and correct and is incorporated herein.

**Section 2. Effective Date.** This JCFA shall become effective and binding upon the Parties hereto upon the Effective Date.

**Section 3. Proposed Formation of CFD No. 2020-1.** The School District will be solely responsible for conducting proceedings for the formation of CFD No. 2020-1 and authorization of the levy of the Special Taxes and the issuance of the Bonds and, if required by the School District as provided in any mitigation agreement or other agreement between the School

District and Owner, an action under Section 860 *et seq.* of the California Code of Civil Procedure relating thereto if the Board of Education of the School District determines in its sole discretion that such action is appropriate. The School District has retained, at the expense of the Owner, the necessary consultants to conduct the proceedings for the formation of CFD No. 2020-1.

**Section 4. Issuance of Bonds.** In the event that CFD No. 2020-1 is formed, it is anticipated that the Board of Education of School District, acting as the legislative body of CFD No. 2020-1 and in accordance with sound municipal financing practices will issue the Bonds to finance the acquisition, construction and installation of the School District Facilities and the Water District Facilities in lieu of the payment of EMWD Fees that would otherwise be payable with respect to development of the Property. The Board of Education of the School District, acting as the legislative body of CFD No. 2020-1, shall, in its sole discretion, determine whether, when, under what conditions and to what extent the Bonds shall be issued to finance the acquisition, construction and installation of the School District Facilities and the Water District Facilities. The Bonds shall be issued only if all requirements of State and Federal law and all School District policies have been satisfied or waived by the School District. In no event shall the Water District or the Owner have any right to compel CFD No. 2020-1 to issue the Bonds.

The School District shall limit the Special Taxes of CFD No. 2020-1 such that: a) the total cumulative burden of the Special Taxes and other overlapping general property taxes and assessments applicable to the homes within the Property (hereinafter referred to as the “overlapping tax rate”) will be at or below 2.0 percent (2%) of the average projected sales price at the time CFD No. 2020-1 is formed as represented by the Owner; and b) the overlapping tax rate will be at or below 2.0 percent (2%) of the greater of the assessed or appraised values within CFD No. 2020-1 at the time any debt issuance is approved by the Board of Education of the School District with respect to CFD No. 2020-1.

The School District agrees not to include references to the Water District in the information provided to the County of Riverside that is to be included in the property tax bills for taxpayers within CFD No. 2020-1.

**Section 5. Water District Facilities.**

a. The Water District Facilities eligible to be funded by CFD No. 2020-1 are described in Exhibit “C” attached hereto.

b. It is anticipated that CFD No. 2020-1 will provide Bond proceeds to finance all or a portion of the acquisition, construction and installation of the Water District Facilities in lieu of the payment of EMWD Fees payable with respect to the development of the Property. If CFD No. 2020-1 issues the Bonds, a portion of the proceeds of which are to be available to finance the acquisition, construction and installation of the Water District Facilities, the School District shall, or shall cause CFD No. 2020-1 to, notify the Water District of the amount of such proceeds available for such purpose within 15 days of such proceeds becoming so available. The School District makes no representation that, if proceeds of Bonds are made available to finance the acquisition, construction and installation of the Water District Facilities, such proceeds will be sufficient to finance the acquisition, construction and installation of all of the Water District Facilities, and neither the School District nor CFD No. 2020-1 shall have any liability to the Water

District or any Party if such proceeds are insufficient for such purpose. If CFD No. 2020-1 does not issue Bonds to finance the acquisition, construction and installation of the Water District Facilities, neither the School District nor CFD No. 2020-1 shall have any obligation to provide any amounts to finance or pay the costs of the acquisition, construction and installation of the Water District Facilities.

c. The Water District shall apply proceeds of the Bonds to the payment of costs of construction of any portion of the Water District Facilities only if such portion of the Water District Facilities is constructed under the direction and supervision, or under the authority of, the Water District or is constructed as if it had been constructed under the direction and supervision, or under the authority of, the Water District. In order to comply with the requirements of this Section 5(c) with respect to the Water District Facilities being acquired from the Owner (“Acquisition Facilities”), the Water District shall be responsible for determining that the Owner has complied with the requirements of Exhibit “F” attached hereto and incorporated herein by reference. The School District is not responsible or liable for Owner’s and/or Water District’s compliance or responsibilities contained in Exhibit “F.”

**Section 6. Disbursements.**

a. Bond proceeds available for the acquisition, construction and installation of the Water District Facilities shall be deposited in a special fund or account (howsoever the same may be denominated, the “Water District Facilities Account”) to be established under the fiscal agent agreement, indenture or other instrument pursuant to which the Bonds are issued (howsoever the same may be denominated). Moneys on deposit in the Water District Facilities Account shall be invested and disbursed at the direction of CFD No. 2020-1.

b. In conjunction with the recording of the final subdivision map(s) for the Property, the issuance of building permits for the construction of homes within the Property and/or receipt of water meters for such homes, the Owner, or its successors or assigns, may elect to advance EMWD Fees (“Advances”) before any Bond proceeds have been deposited in the Water District Facilities Account or are otherwise available to pay for Water District Facilities. In such case, following the issuance of Bonds, the Owner shall be entitled to reimbursement of such Advances by the Water District to the extent an equal or greater amount has been deposited in the Water District Facilities Account.

c. To the extent that moneys are available therein, CFD No. 2020-1 shall cause disbursements to be made from the Water District Facilities Account from time to time to pay the costs of the acquisition, construction and installation of the Water District Facilities upon submission of a written request of the Water District in substantially the form attached hereto as Exhibit “D”.

d. CFD No. 2020-1 shall process in a timely manner written requests for disbursements received from the Water District that conform to the requirements hereof. The Water District shall provide the Owner with a credit against EMWD Fees otherwise payable with respect to the development of the Property on a dollar for dollar basis with respect to any disbursement from the Water District Facilities Account received by the Water District in excess of the amount equal to prior Advances that have been reimbursed plus the amount disbursed for Acquisition Facilities.

e. The Water District agrees that prior to executing and submitting a disbursement request to CFD No. 2020-1, it shall review and approve all costs included in such request and will have already paid or incurred such costs of the Water District Facilities from its own funds subsequent to the date of this JCFA, or will disburse such amounts to pay the costs of the Water District Facilities following receipt of funds from CFD No. 2020-1 for the Property. In the event that the Water District does not disburse any Bond proceeds received by it to third parties within five (5) banking days of receipt, it will trace and report to CFD No. 2020-1 all earnings, if any, earned by the Water District, from the date of receipt of such Bond proceeds to the date of expenditure for costs of the Water District Facilities. If required by the preceding sentence, such report shall be delivered at least semiannually until all Bond proceeds received are expended by the Water District.

f. The Water District agrees to maintain adequate internal controls over its payment function and to maintain accounting records in accordance with generally accepted accounting procedures as to receipt and expenditure of Bond proceeds for Water District Facilities. The Water District will, upon request, provide the School District and/or the Owner with access to the Water District's records related to the Water District Facilities and will provide to the School District its annual financial report certified by an independent certified public accountant for purposes of assisting the School District in calculating the arbitrage rebate obligation of CFD No. 2020-1, if any.

g. The School District or CFD No. 2020-1 agrees to maintain full and accurate records of all amounts, and investment earnings, if any, expended from the Water District Facilities Account. The School District or CFD No. 2020-1 will, upon request, provide the Water District and/or the Owner with access to the School District's or CFD No. 2020-1's records related to the Water District Facilities Account.

h. Notwithstanding the foregoing, the School District and Water District acknowledge that the School District has the ultimate responsibility for issuance of the Bonds, the administration of CFD No. 2020-1 and the tax-exempt status of any Bonds issued by CFD No. 2020-1. Accordingly the Board of Education shall have ultimate responsibility for making all decisions with respect to the issuance of any Bonds and the levy of any Special Taxes.

i. In connection with the issuance of any Bonds, the Water District agrees to execute and deliver a Certificate Concerning Use of Bond Proceeds ("Water District Certificate"), the form of which is attached hereto as Exhibit "E," in order for bond counsel to conclude that interest on such Bonds will be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended, and any other provision of law. Each such Water District Certificate shall be provided by bond counsel prior to the pricing of the Bonds, and shall be executed by a duly authorized officer of the Water District within fifteen (15) calendar days of receipt of each such Water District Certificate. Should Water District fail to execute and deliver the applicable Water District Certificate within fifteen (15) calendar days, the School District may choose not to include the Water District Facilities in the issuance of Bonds, or issue taxable Bonds to fund the Water District Facilities and tax exempt Bonds to fund the School Facilities. The decision regarding whether to issue Bonds for Water District Facilities, and, if so, whether they should be taxable or tax-exemption, shall be the decision of the District in its sole discretion.

**Section 7. Construction, Ownership and Maintenance of School District Facilities.** The Water District shall have no responsibility for the acquisition, construction and installation of the School District Facilities. The School District Facilities shall be and remain the sole and separate property of the School District and shall be operated, maintained and utilized by the School District. The Water District shall not have any ownership interest in, or responsibility for the operation, maintenance or utilization of, the School District Facilities.

**Section 8. Construction, Ownership and Maintenance of Water District Facilities.** The School District shall have no responsibility for the acquisition, construction and installation of the Water District Facilities. The Water District Facilities shall be and remain the sole and separate property of the Water District and shall be operated, maintained and utilized by the Water District. The School District shall not have any ownership interest in the Water District Facilities, and the School District shall have no responsibility for the operation, maintenance or utilization of the Water District Facilities.

**Section 9. Indemnification.**

a. The Water District agrees to indemnify, defend and hold harmless the School District and CFD No. 2020-1, and their respective officers, employees and agents, and each and every one of them, from and against any and all claims, losses, expenses, suits actions, decrees, judgments, awards, attorneys' fees and court costs which the School District or CFD No. 2020-1, or their respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the School District or CFD No. 2020-1, or their respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of the acquisition, construction, installation, operation, maintenance or utilization of the Water District Facilities, including the use of Bond proceeds. If the Water District fails to do so, the School District and CFD No. 2020-1 shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from the Water District.

No indemnification is required to be paid by the Water District for any claim, loss or expense arising from the willful misconduct or negligence of the School District or CFD No. 2020-1, or their respective officers, employees or agents.

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

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

c. Owner agrees to indemnify, defend and hold harmless the School District, CFD No. 2020-1 and the Water District, and their respective officers, employees and agents, and each and every one of them, from and against any and all claims, losses, expenses, suits actions, decrees, judgments, awards, reasonable attorneys' fees and court costs which the School District, CFD No. 2020-1 or the Water District, or their respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the School District, CFD No. 2020-1 or the Water District, or their respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of any act or omission of Owner with respect to this JCFA. If Owner fails to do so, the School District, CFD No. 2020-1 and the Water District shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any reasonable attorneys' fees or court costs, to and recover the same from Owner.

No indemnification is required to be paid by Owner for any claim, loss or expense arising from the willful misconduct or negligence of School District (if indemnification is sought by the School District), CFD No. 2020-1 (if indemnification is sought by CFD No. 2020-1) or the Water District (if indemnification is sought by the Water District), or their respective officers, employees or agents (if indemnification is sought thereby).

**Section 10. Nature of Agreement; Allocation of Special Taxes.** This JCFA shall constitute a joint community facilities agreement entered into pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Act. The School District Board, acting as the legislative body of CFD No. 2020-1, shall annually levy the Special Taxes as provided for in the formation proceedings of CFD No. 2020-1, including, without limitation, the Rate and Method of Apportionment of Special Taxes for CFD No. 2020-1. The entire amount of any Special Tax levied by CFD No. 2020-1 not needed for payment of interest or principal on Bonds or the costs of administering CFD No. 2020-1 shall inure to the benefit of CFD No. 2020-1 to be used as determined by the School District consistent with applicable law and associated agreements. The entire amount of the proceeds of the Special Taxes shall be allocated and distributed to the School District

**Section 11. Prevailing Wage.** The Water District is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this JCFA to the same extent as though set forth herein and will be complied with by the Water District and Owner, to the extent it is constructing Water District Facilities, including but not limited to the payment of prevailing wage requirements, including but not limited to, California Labor Code Section 1775.

**Section 12. Debt Management Policy Compliance.** The School District and the Water District are both public agencies required to maintain a debt management policy in compliance with Senate Bill No. 1029 (2016). Both the School District and the Water District shall certify compliance with applicable law and all legal requirements required as may relate to this JCFA, the issuance of the Bonds, or the Bond proceeds.



**Section 13. Limitation of Rights to Parties.** Nothing in this JCFA expressed or implied is intended or shall be construed to give to any person other than the School District, the Water District, the Owner, and CFD No. 2020-1 any legal or equitable right, remedy or claim under or in respect of this JCFA or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the School District, the Water District, the Owner, and CFD No. 2020-1.

**Section 14. Notices.** All written notices to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the School District:

Moreno Valley Unified School District  
25634 Alessandro Blvd.  
Moreno Valley, CA 92553  
Attention: Chief Business Official  
Email: \_\_\_\_\_

If to CFD No. 2020-1:

Community Facilities District No. 2020-1 of the  
Moreno Valley Unified School District  
c/o Moreno Valley Unified School  
District  
25634 Alessandro Blvd.  
Moreno Valley, CA 92553  
Attention: Chief Business Official  
Email: \_\_\_\_\_

With a copy to:

Atkinson, Andelson, Loya, Ruud & Romo  
20 Pacifica, Suite 1100  
Irvine, California 92618  
Attn: Wendy Wiles  
Fax: (949) 453-4262  
Email: \_\_\_\_\_

If to the Water District:

Eastern Municipal Water District  
P.O. Box 8300  
2270 Trumble Road  
Perris, California 92572-8300  
Attention: Chief Financial Officer  
Email: SpecialFundingDivision@emwd.org

If to Owner:

Equitable Moreno Valley II Partnership  
32707 Sea Island Drive  
Dana Point, CA 92629  
Attn: Joseph L.P. Chen, General Partner  
Email: \_\_\_\_\_

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (c) if given by electronic communication, whether by email or telecopier upon the sender's receipt of an appropriate answer back or other written acknowledgement from the addressee of successful transmission, or (d) if given by any other means, upon delivery at the address specified in this Section.

**Section 15. California Law.** This JCFA shall be governed and construed in accordance with the laws of the State of California.

**Section 16. Severability.** If any part of this JCFA is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this JCFA shall be given effect to the fullest extent reasonably possible.

**Section 17. Successors.** This JCFA shall be binding upon and inure to the benefit of the successors of the Parties hereto.

**Section 18. Amendment and Assignment.** This JCFA may be amended at any time but only in writing signed by each Party hereto. This JCFA may be assigned, in whole or in part, by the Owner to the purchaser of any parcel of land within the Property provided, however, such assignment shall not be effective unless and until the School District and the Water District have been notified, in writing, of such assignment.

**Section 19. Entire Agreement.** This JCFA contains the entire agreement between the Parties with respect to the matters provided for in this JCFA and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this JCFA.

**Section 20. Counterparts.** This JCFA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this JCFA as of the date first written above.

*(Signatures on following page)*

**APPROVED AS TO FORM:**

**ATKINSON, ANDELSON, LOYA,  
RUUD & ROMO**

Attorneys for Moreno Valley  
Unified School District

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

**MORENO VALLEY UNIFIED  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
President of the Board of Education of  
the Moreno Valley Unified School  
District

**ATTEST:**

By: \_\_\_\_\_  
Clerk of the Board of Education of  
the Moreno Valley Unified School  
District

**COMMUNITY FACILITIES  
DISTRICT NO. 2020-1 OF THE  
MORENO VALLEY UNIFIED  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
President of the Board of Education of  
the Moreno Valley Unified School  
District, Acting as the Legislative  
Body of CFD No. 2020-1

**ATTEST:**

By: \_\_\_\_\_  
Clerk of the Board of Education of  
the Moreno Valley Unified School  
District, Acting as the Legislative  
Body of CFD No. 2020-1

**EQUITABLE MORENO VALLEY  
II PARTNERSHIP**

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

Name: Joseph L.P. Chen  
Its: General Partner

**EASTERN MUNICIPAL WATER DISTRICT**

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

Its: General Manager

**ATTEST:**

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

Board Secretary

**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**

**Owner:** Equitable Moreno Valley II Partnership, a California limited partnership

Riverside County Assessor Parcel Numbers:

**APN No.**

486-240-002

486-240-011

## **EXHIBIT B**

### **DESCRIPTION OF THE SCHOOL DISTRICT FACILITIES**

The School Facilities proposed to be planned for, designed, acquired, constructed, leased, expanded, improved, rehabilitated and/or financed by CFD No. 2020-1 are as follows:

**“School Facilities”** includes, but not by way of limitation, facilities of the Moreno Valley Unified School District (“School District”) consisting of the planning, engineering, design, acquisition, construction, lease, improvement, and/or financing of interim and permanent facilities, including classrooms, multi-purpose facilities, administration and auxiliary space at school facilities as reasonably determined from time to time by the School District to be necessary to accommodate the student population to be generated as a result of development, including the property within CFD No. 2020-1, during the term of the special taxes as follows:

A. TK-12 school sites and facilities, including lease rental payments therefore related to the acquisition of land, or interests in land required for the construction of such on-site or off-site facilities, including, but not limited to, buildings, appurtenances, athletic fields, playgrounds and recreational facilities and improvements thereto, landscaping, access roadways, drainage, sidewalks and gutters and utility lines, as well as portable or relocatable buildings or interim additions to existing buildings at such school facilities.

B. Modernization, rehabilitation, relocation and expansion of existing school facilities and related infrastructure.

C. Central support, administrative facilities, special education facilities and transportation facilities, including, but not by way of limitation, buses and vehicles.

D. Furniture, equipment and technology, including technology upgrades and mobile devices and infrastructure therefore, with a useful life of at least five (5) years at such school facilities.

E. The costs attributable to planning, engineering, designing, leasing, financing, acquiring, expanding, relocating, rehabilitating, or constructing (or any combination thereof) of school facilities (including, without limitation, construction management, inspection, materials testing, and construction staking); any “debt,” as defined in Government Code Section 53317(d), the costs to issue and sell any such debt (including, without limitation, underwriters discount, appraisals, market studies, reserve fund, capitalized interest, bond counsel, special tax consultant, bond trustee or fiscal agent, bond and official statement printing, and administrative expenses of the School District and/or CFD No. 2020-1), and all other incidental expenses.

The School Facilities shall be constructed, whether or not acquired in their completed states, pursuant to plans and/or specifications approved by the School District. The School Facilities described in this Exhibit are representative of the types of improvements to be funded or financed by CFD No. 2020-1. Addition, deletion or modification of School Facilities may be made consistent with the requirements of the School District, CFD No. 2020-1, and the Mello-Roos Act.

## EXHIBIT C

### DESCRIPTION OF THE WATER DISTRICT FACILITIES

The types of facilities to be owned and operated by the Water District and financed by CFD No. 2020-1 are:

**“Water District Facilities”** consist of water and sewer facilities, including, without limitation, facilities typically financed through fees, including, without limitation, the acquisition of capacity in the sewer system and/or water system of Eastern Municipal Water District, and all appurtenances and appurtenant work in connection with the foregoing, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Water District Facilities and any other expense incidental to the construction, acquisition, modification, expansion or rehabilitation of such Water District Facilities. The Water District Facilities listed herein are representative of the types of improvements authorized to be financed by CFD No. 2020-1. Detailed scope and limits of specific projects will be determined as appropriate, consistent with the standards of the Eastern Municipal Water District. Addition, deletion or modification of descriptions of the Water District Facilities may be made consistent with the requirements of the Board of Directors of Eastern Municipal Water District, CFD No. 2020-1 and the Act.

**EXHIBIT D**

**PAYMENT REQUEST FORM – WATER DISTRICT FACILITIES ACCOUNT**

[All such payments shall be made by check or wire transfer in accordance with payment instructions submitted with this form and the Fiscal Agent shall have no duty or obligation to authenticate such payment instructions or the authorization thereof.]

( )

PROGRESS PAYMENT

( )

FULL/FINAL PAYMENT

The Fiscal Agent is hereby requested to pay from the Water District Facilities Account of the Construction Fund, as established by Resolution No. \_\_\_\_\_ of the Legislative Body of the District, adopted on \_\_\_\_\_, 2020, and the Fiscal Agent Agreement dated as of \_\_\_\_\_, 2020, executed in accordance therewith, to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment of the Project Costs for Water District Facilities Costs described below. The amount shown below is (i) due and payable to the EMWD for the [check as applicable]: [ ] EMWD Fees/ [ ] Water District Facilities Costs) described below or (ii) payable to reimburse the Owner for (check as applicable: [ ] EMWD Fees/ [ ] Water District Facilities Costs) advanced to EMWD as described below and, in any case, has not formed the basis of any prior request for payment. **Certification of Authorized Representatives of EMWD and Owner are required to process this request- see Attachment #1.**

Payee: \_\_\_\_\_

Address: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Description of Project Costs for Water District Facilities Account or portion thereof accepted by Community Facilities District No. 2020-1 and authorized to be paid to the Payee: **Attach documentation of amounts paid and identification of parcels.** By requisitioning Bond proceeds as described herein, EMWD is not passing upon, determining or assuming the tax-exempt status of the Bonds for federal or California income tax purposes.

Project Costs: \_\_\_\_\_



Executed by Authorized Representative for  
Community Facilities District No. 2020-1\*\*:

***-EXHIBIT-***

Signature \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

Payment Request No.: \_\_\_\_\_

\*\*This signature will constitute the School District's written consent under the EMWD Joint Community Facilities Agreement for the allocation of Bond proceeds for Project Costs as provided in this and other duly-authorized Payment Request Forms for payment from the applicable account(s) of the Construction Fund.

**ATTACHMENT NO. 1 TO EXHIBIT D**

**CERTIFICATION OF AUTHORIZED REPRESENTATIVES OF  
OWNER AND EMWD**

The undersigned authorized representative of \_\_\_\_\_, certifies the following: (a) The fee amounts listed in the attached documentation are (*check [✓] one*): [ ] (i) due and payable to EMWD for the EMWD Fees described below; or [ ] (ii) payable to reimburse the Owner for EMWD Fees advanced to EMWD; and, in any case, has not formed the basis of any prior request for payment; and (b) the connection fees fund capital public facilities of EMWD under the fee ordinances of EMWD setting the fees.

Authorized Representative of Owner:

***-EXHIBIT-***

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

The undersigned authorized representative of the Eastern Municipal Water District, certifies the following: (a) The fees amounts listed in the attached documentation are (*check [✓] one*): [ ] (i) due and payable to EMWD for the EMWD Fees described below; or [ ] (ii) payable to reimburse the Owner for EMWD Fees advanced to EMWD; and, in any case, has not formed the basis of any prior request for payment; and (b) the connection fees fund capital public facilities of EMWD under the fee ordinances/resolutions of EMWD setting the fees.

Authorized Representative of EMWD:

***-EXHIBIT-***

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**EXHIBIT E**

\$ \_\_\_\_\_  
**COMMUNITY FACILITIES DISTRICT NO. 2020-1 OF THE  
MORENO VALLEY UNIFIED SCHOOL DISTRICT  
SERIES \_\_\_\_\_ SPECIAL TAX BONDS  
(Riverside County, California)**

**CERTIFICATE CONCERNING USE OF BOND PROCEEDS**

I, the undersigned, hereby certify that I am a duly authorized officer of Eastern Municipal Water District (“Water District”), and am authorized to sign this Certificate Concerning Use of Bond Proceeds (“Certificate”) on behalf of the Water District in connection with the issuance of the above-captioned Series \_\_\_\_\_ Special Tax Bonds (“Bonds”). All capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Joint Community Facilities Agreement by and between the Moreno Valley Unified School District (“School District”), the Water District, and Equitable Moreno Valley II Partnership, dated \_\_\_\_\_, 2020 (“JCFA”).

I further certify on behalf of the Water District that:

1. Water District is a municipal water district formed and operating pursuant to California law.
2. Water District provides water and wastewater services within its boundaries.
3. Water District has been informed by the School District and CFD No. 2020-1 that they are in the process of issuing the Bonds on behalf of CFD No. 2020-1.
4. Water District is informed that a portion of the net Bond proceeds are being allocated in order to finance the costs of certain facilities to be owned and operated by the Water District, as further described in Attachment “1” attached herein (“Water District Facilities”).
5. The financing of the Water District Facilities is in satisfaction of the requirements of the Water District to provide services to the property within the boundaries of CFD No. 2020-1.
6. The Water District will (i) maintain adequate records to show what Water District Facilities have been financed with the proceeds of the Bonds, and (ii) will not use the Water District Facilities for any activity that constitutes a trade or business carried on by persons or entities other than governmental entities as provided in Section 141(b)(6) of the Internal Revenue Code (26 U.S.C. § 141).

This Certificate may be relied upon by the School District, CFD No. 2020-1, and bond counsel in reaching its terms of confirmation of the tax-exempt status of the Bonds.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: \_\_\_\_\_

EASTERN MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
*[Authorized Official Title]*

## ATTACHMENT “1”

The types of facilities to be owned and operated by the Water District and financed by CFD No. 2020-1 are:

**“Water District Facilities”** consist of water and sewer facilities, including, without limitation, facilities typically financed through fees, including, without limitation, the acquisition of capacity in the sewer system and/or water system of Eastern Municipal Water District, and all appurtenances and appurtenant work in connection with the foregoing, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Water District Facilities and any other expense incidental to the construction, acquisition, modification, expansion or rehabilitation of such Water District Facilities. The Water District Facilities listed herein are representative of the types of improvements authorized to be financed by CFD No. 2020-1. Detailed scope and limits of specific projects will be determined as appropriate, consistent with the standards of the Eastern Municipal Water District. Addition, deletion or modification of descriptions of the Water District Facilities may be made consistent with the requirements of the Board of Directors of Eastern Municipal Water District, CFD No. 2020-1 and the Act.

## EXHIBIT F

### BIDDING, CONTRACTING AND CONSTRUCTION REQUIREMENTS FOR ACQUISITION FACILITIES

The requirements of this Exhibit F shall apply to any Acquisition Facility for which an Acquisition Request in the form attached as Exhibit F-1 is submitted by the Owner to the Water District pursuant to this Exhibit F.

(a) Design Plans and Specifications. All plans, specifications and bid documents for the Acquisition Facility ("Plans") constructed or to be constructed by, or on behalf of, the Owner shall be prepared by the Owner at the Owner's initial expense, subject to approval by the Water District. Costs for preparation of the Plans shall be included in the acquisition price. Reimbursement of costs for plan revisions will be considered on a case by case basis. The Owner shall not award bids for construction, or commence or cause commencement of construction, of the Acquisition Facility until the Plans and bidding documents have been approved by the Water District. The bid opening for the Acquisition Facility shall be coordinated with and take place at the Water District's offices, with the Water District personnel in attendance.

(b) Construction of Acquisition Facility. A qualified engineering firm (the "Field Engineer") shall be employed by the Owner to provide all field engineering surveys determined to be necessary by the Water District's inspection personnel. Field Engineer shall promptly furnish to the Water District a complete set of grade sheets listing all locations, offsets, etc., in accordance with good engineering practices, and attendant data and reports resulting from Field Engineer's engineering surveys and/or proposed facility design changes. The Water District shall have the right, but not the obligation, to review, evaluate and analyze whether such results comply with applicable specifications.

A full-time soil testing firm, approved by the Water District, shall be employed by the Owner to conduct soil compaction testing and certification. The Owner shall promptly furnish results of all such compaction testing to the Water District for its review, evaluation and decision as to compliance with applicable specifications. In the event the compaction is not in compliance with applicable specifications, the Owner shall be fully liable and responsible for the costs of achieving compliance. A final report certifying all required compaction in accordance with the specifications shall be a condition of final acceptance of the Acquisition Facility.

The costs of all surveying, testing and reports associated with the Acquisition Facility furnished and constructed by the Owner's contractor(s) shall be included in the acquisition price.

The Water District shall not be responsible for conducting any environmental, archaeological, biological, or cultural studies or any mitigation requirements that may be requested by appropriate Federal, State, and/or local agencies with respect to the Acquisition Facility. Any such work shall be paid for and conducted by the Owner and included in the acquisition price of the Acquisition Facility.

(c) The Water District Public Works Requirements. In order that the Acquisition Facility may be properly and readily acquired by the Water District, the Owner shall comply with all of the following requirements with respect to the Acquisition Facility, and the Owner shall provide such proof to the Water District as the Water District may reasonably require and at such intervals and in such form as the Water District may reasonably require, that the following requirements have been satisfied as to the Acquisition Facility:

i. The Owner shall prepare a bid package for review, comment and approval by the General Manager of the Water District or his designee (the "District Representative").

ii. The Owner shall, after obtaining at least three sealed bids for the construction of the Acquisition Facility in conformance with the procedures and requirements of the Water District, submit to the Water District written evidence of such competitive bidding procedure, including evidence of the means by which bids were solicited, a listing of all responsive bids and their amounts, and the name or names of the contractor or contractors to whom the Owner proposes to award the contracts for such construction, which shall be the lowest responsible bidder.

iii. The District Representative shall attend the bid opening. If unable to attend the bid opening, the District Representative shall approve or disapprove of a contractor or contractors, in writing, within five (5) business days after receipt from the Owner of the name or names of such contractor or contractors recommended by the Owner. If the District Representative disapproves of any such contractor; the Owner shall select the next lowest responsible bidder from the competitive bids received who is acceptable to the District Representative.

iv. The specifications and bid and contract documents shall require all such contractors to pay prevailing wages and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects and as required by the procedures and standards of the Water District with respect to the construction of its public works projects.

v. The Owner shall submit faithful performance and payment bonds conforming in all respects to the requirements set forth in the Water District's "Standard Water and/or Sewer Facilities and Service Agreement." The following documents shall be submitted to the Water District along with the performance and payment bonds:

(1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so;

(2) A certified copy of the certificate of authority of the insurer issued by the State of California's Insurance Commissioner; and

(3) Copies of the insurer's most recent annual and quarterly statements filed with the Department of Insurance.

vi. The Owner and its contractor and subcontractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Acquisition Facility, which they will construct in conformance with the Water District's standard procedures and requirements. the Water District's insurance requirements are set out in Section (n) herein.

vii. The Owner and all such contractors shall comply with such other requirements relating to the construction of the Acquisition Facility which the Water District may impose by written notification delivered to the Owner and each such contractor at the time either prior to the receipt of bids by the Owner for the construction of such Acquisition Facility or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof. The Owner shall be deemed the awarding body for each Acquisition Facility and shall be solely responsible for compliance and enforcement of the provisions of the Labor Code, Government Code, and Public Contract Code.

viii. A "Change Order" is an order from the Owner to a contractor authorizing a change in the work to be performed. The Owner shall receive comments from the District Representative prior to the Owner's approval of any Change Order. The District Representative shall comment on or deny the Change Order request within five (5) business days of receipt of all necessary information. The Water District's comments to a Change Order shall not be unreasonably delayed, conditioned or withheld. The Owner shall not be entitled to include in the acquisition price costs associated with a Change Order that has not been approved by the District Representative.

(d) Inspection; Completion of Construction. The Water District shall have primary responsibility for inspecting the Acquisition Facility to assure that the work is being accomplished in accordance with the Plans. Such inspection does not include inspection for compliance with safety requirements by the Owner's contractor(s). The Water District's personnel shall be granted access to each construction site at all reasonable times for the purpose of accomplishing such inspection. Upon satisfaction of the Water District's inspectors, the Owner shall notify the Water District in writing that an Acquisition Facility has been completed in accordance with the Plans.

Within three (3) business days of receipt of written notification from the Water District inspectors that an Acquisition Facility has been completed in accordance with the Plans, the District Representative shall notify the Owner in writing that such Acquisition Facility has been satisfactorily completed. Upon receiving such notification, the Owner shall file a Notice of Completion with the County of Riverside Records Office, pursuant to the provisions of Section 3093 of the Civil Code. The Owner shall furnish to the Water District a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County of Riverside (the "County"). The Water District will in turn file a notice with the County for acceptance.

(e) Liens. With respect to the Acquisition Facility, upon the earlier of (i) receipt of all applicable lien releases, or (ii) expiration of the time for the recording of claim of liens as prescribed by Sections 3115 and 3116 of the Civil Code, the Owner shall provide to the Water District such evidence or proof as the Water District shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment for the construction of the



Acquisition Facility have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation.

(f) Acquisition; Acquisition Price; Source of Funds. The costs eligible to be included in the acquisition price of the Acquisition Facility (the "Actual Costs") shall include:

i. The actual hard costs for the construction of such Acquisition Facility as established by the Water District-approved construction contracts and approved Change Orders, including costs of payment, performance and maintenance bonds and insurance costs, pursuant to this Agreement;

ii. The design and engineering costs of such Acquisition Facility including, without limitation, the costs incurred in preparing the Plans. Costs for plan revisions will be considered on a case by case basis;

iii. The costs of environmental evaluations and public agency permits and approvals attributable to the Acquisition Facility;

iv. Costs incurred by the Owner for construction management and supervision of such Acquisition Facility, not to exceed five percent (5%) of the actual construction cost, subject to prior approval by the Water District of any construction management or supervision contract with respect to the Acquisition Facility;

v. Professional costs associated with the Acquisition Facility such as engineering, inspection, construction staking, materials, testing and similar professional services; and

vi. Costs approved by the Water District of acquiring from an unrelated third party any real property or interests therein required for the Acquisition Facility including, without limitation, temporary construction easements, temporary by-pass road and maintenance easements.

Provided the Owner has complied with the requirements of this Agreement, the Water District agrees to execute and submit to the School District a Disbursement Request in the form attached as Exhibit D to the JCFA for payment of the acquisition price of the completed Acquisition Facility to the Owner or its designee within thirty (30) days after the Owner's satisfaction of the preconditions to such payment stated herein.

As a condition to the Water District's execution of the Disbursement Request for the acquisition price, the ownership of the completed Acquisition Facility shall be transferred to the Water District by grant deed, bill of sale or such other documentation as the Water District may require free and clear of all taxes, liens, encumbrances, and assessments, but subject to any exceptions determined by the Water District to not interfere with the actual or intended use of the land or interest therein (including the lien of a community facilities district so long as the subject property is exempt from taxation or is otherwise not taxable by such community facilities district). Upon the transfer of ownership of the Acquisition Facility or any portion thereof to the Water District, the Water District shall be responsible for the maintenance of such Acquisition Facility or the portion transferred. Notwithstanding the foregoing, the acquisition price of an Acquisition

Facility may be paid prior to transfer of ownership and acceptance of the Acquisition Facility if it is substantially completed at the time of payment. The Acquisition Facility shall be considered "substantially complete" when it has been reasonably determined by the Water District to be usable, subject to final completion of such items as the final lift or any other items not essential to the primary use or operation of the Acquisition Facility.

For purposes of determining the acquisition price to be paid by CFD No. 2020-1 for the acquisition of each Acquisition Facility by the Water District, the value of such Acquisition Facility shall include the construction costs specified in the Water District-approved contracts and the Water District-approved change orders conforming to this Exhibit F, as hereinbefore specified. the Water District approval is a condition prior to initiation of contract work. However, if the Water District reasonably determines that the additional Actual Costs are excessive and that the value of the Acquisition Facility is less than the total amount of such Actual Costs and such construction costs, the price to be paid for the acquisition of the Acquisition Facility shall be the value thereof as determined by the Engineer, subject, however, to the Owner's right to appeal to the Water District's Board of Directors.

Upon completion of the construction of an Acquisition Facility, the Owner shall deliver or cause to be delivered to the Water District an Acquisition Request in substantially the form of Exhibit F-1, attached hereto, copies of the contract(s) with the contractor(s) who have constructed the Acquisition Facility and other relevant documentation with regard to the payments made to such contractor(s) and each of them for the construction of the Acquisition Facility, documentation evidencing payment of prevailing wages, and shall also provide to the Water District invoices and purchase orders with respect to all equipment, materials and labor purchased for the construction of the Acquisition Facility. The Water District shall require the Engineer to complete its determination of the acquisition price of the Acquisition Facility as promptly as is reasonably possible.

Notwithstanding the preceding provisions of this Exhibit F, the source of funds for the acquisition of the Acquisition Facility or any portion thereof shall be funds on deposit in the Water District Facilities Account. If no such funds are available, the Water District shall not be required to acquire the Acquisition Facility from the Owner. In such event, the Owner shall complete the design and construction and offer to the Water District ownership of such portions of the Acquisition Facility as are required to be constructed by the Owner as a condition to recordation of subdivision maps for the Property, but need not construct any portion of the Acquisition Facility which it is not so required to construct. Reimbursement for these facilities would be made pursuant to the "Standard Water and/or Sewer Facilities and Service Agreement(s)" by and between the Water District and the Owner.

(g) Easements and/or Fee Title Ownership Deeds. The Owner shall, at the time the Water District acquires the Acquisition Facility as provided in Section (f) hereof, grant or cause to be granted to the Water District, by appropriate instruments prescribed by the Water District, all easements across private property and/or fee title ownership deeds which may be reasonably necessary for the proper operation and maintenance of such Acquisition Facility, or any part thereof.

(h) Permits. The Owner shall be responsible for obtaining all necessary construction permits from the City covering construction and installation of the Acquisition Facility. The Water District will request the City to issue an "operate and maintain permit" to the Water District, which will become effective upon the completion of the Acquisition Facility and acceptance of ownership therewith by the Water District.

(i) Maintenance. Prior to the transfer of ownership of an Acquisition Facility by the Owner to the Water District, as provided in Section (f) hereof, the Owner shall be responsible for the maintenance thereof and shall require its contractor(s) to repair all facilities damaged by any party, prior to acceptance by the Water District and/or make corrections determined to be necessary by the Water District's inspection personnel.

(j) Inspection of Records. The Water District shall have the right to review all books and records of the Owner pertaining to the costs and expenses incurred by the Owner for the design and construction of the Acquisition Facility during normal business hours by making arrangements with the Owner. The Owner shall have the right to review all books and records of the Water District pertaining to costs and expenses incurred by the Water District for services of the Engineer by making arrangements with the Water District.

(k) Ownership of Improvements. Notwithstanding the fact that some or all of the Acquisition Facility may be constructed in dedicated street rights-of-way or on property which has been or will be dedicated to the Water District, each Acquisition Facility shall be and remain the property of the Owner until acquired by the Water District as provided in this JCFA.

(l) Materials and Workmanship Warranty. Upon the completion of the acquisition of an Acquisition Facility by the Water District, the performance bond related to such individual Acquisition Facility provided by the Owner pursuant to Section (c)(v) hereof, shall be reduced by 90%, and the remaining 10% shall serve as a maintenance bond to guarantee that such Acquisition Facility will be free from defects due to faulty workmanship or materials for a period of one year. Release of performance and payment bonds is addressed in the Standard Water and/or Sewer Facilities and Service Agreement, by and between the Water District and the Owner.

(m) Independent Contractor. In performing this JCFA with respect to the Acquisition Facility, the Owner is an independent contractor and not the agent of the Water District. The Water District shall not have any responsibility for payment to any contractor, subcontractor or supplier of the Owner. It is not intended by the Parties that this JCFA create a partnership or joint venture among them and this JCFA shall not otherwise be construed.

(n) Insurance Requirements. Neither the Owner nor its contractor shall commence work on an Acquisition Facility under this JCFA prior to obtaining all insurance required hereunder with a company or companies acceptable to the Water District, nor shall the Owner's contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained.

The Owner shall, during the life of this JCFA, notify the Water District in writing of any incident giving rise to any potential bodily injury or property damage claim and any

resultant settlements, whether in conjunction with this or any other project which may affect the limits of the required coverage, as soon as is reasonable and practical.

Both the Owner and its contractor shall conform in every respect to the requirements set forth in the Standard Water and/or Sewer Facilities and Service Agreement, by and between the Water District and the Owner.

**EXHIBIT F-1**

**FORM OF ACQUISITION REQUEST**

Moreno Valley Unified School District (“School District”), Eastern Municipal Water District (“the Water District”) and Equitable Moreno Valley II Partnership (“Owner”) are parties to the Joint Community Facilities Agreement, dated as of \_\_\_\_\_ 1, 2020 (the “JCFA”). Capitalized undefined terms used herein shall have the meanings ascribed thereto in the JCFA. Pursuant to the JCFA, Owner hereby requests approval by the Water District of the acquisition price of the Acquisition Facility described in Attachment A attached hereto. In connection with this Acquisition Request, Owner hereby represents and warrants to the Water District as follows:

(a) The person executing this Acquisition Request is qualified to execute this Acquisition Request on behalf of Owner and knowledgeable as to the matters set forth herein.

(b) The Acquisition Facility has been constructed in accordance with the Plans therefor, and in accordance with all applicable Water District standards and the requirements of the JCFA.

(c) The true and correct Actual Cost of the Acquisition Facility is set forth in Attachment A.

(d) Owner has submitted or submits herewith to the Water District the contracts, invoices, receipts, worksheets and other evidence of Actual Costs which are in sufficient detail to allow the Engineer to verify the Actual Cost of the Acquisition Facility for which payment is requested.

(e) There are no liens, rights to lien or attachment upon, or claims affecting the right to receive the payment requested herein which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by operation of law. Copies of lien releases for all work for which payment is requested hereunder are attached hereto.

Owner hereby declares under penalty of perjury that the above representations and warranties are true and correct.

Owner hereby requests that the acquisition be paid to the person or persons, in the amount set forth in Attachment B hereto.

**[OWNER]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONFIRMATION AND APPROVAL BY THE WATER DISTRICT**

The Water District has (a) confirmed that the Acquisition Facility described in Attachment A is complete and was constructed in accordance with the Plans therefor, and (b) reviewed, verified and approved the acquisition price of such Acquisition Facility. Such Acquisition Facility is complete and the acquisition price therefor eligible for payment is \$\_\_\_\_\_. The amount to be paid and the payee(s) are described in Attachment B.

Date:

**AUTHORIZED REPRESENTATIVE OF  
THE WATER DISTRICT**

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

**ATTACHMENT A**

<u>Acquisition Facility</u>	<u>Actual Cost</u>	<u>Acquisition Price*</u>
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Total Acquisition Price to be Paid:

**ATTACHMENT B**  
**ACQUISITION PRICE PAYMENT INSTRUCTIONS**