
JOINT COMMUNITY FACILITIES AGREEMENT

by and among

COLTON JOINT UNIFIED SCHOOL DISTRICT

and

CITY OF RIALTO/RIALTO UTILITY AUTHORITY

and

AVILA COLLECTION, LLC

relating to

**COLTON JOINT UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2024-1**

Dated as of _____, 2025

JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (“JCFA”), dated as of _____, 20__ (“Effective Date”), is made and entered into by and among the COLTON JOINT UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“School District”); the CITY OF RIALTO (“City”); and AVILA COLLECTION, LLC, a Nevada limited liability company (“Owner”), as it relates to Community Facilities District No. 2024-1 of the Colton Joint Unified School District (“CFD No. 2024-1”). 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. 20481 (“Property”) within unincorporated portions of San Bernardino County (“County”), which is also located within the boundaries of the School District and the sewer service boundaries of the City, and described in Exhibit “A” attached hereto;

WHEREAS, Owner has made a request to the School District to form a new community facilities district that would include the Property for the purpose of financing and funding, among other things, certain public facilities to be constructed and owned and operated by the City and/or the Rialto Utility Authority (“City Facilities”), in order to accommodate development of the Property;

WHEREAS, the City Facilities eligible to be funded by CFD No. 2024-1 are described in Exhibit “B” attached hereto;

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (“Act”), on September 19, 2024, the Board of Education of the School District duly formed and established CFD No. 2024-1, the boundaries of which include the Property;

WHEREAS, in conjunction with the issuance of building permits for the construction of homes on the Property and/or receipt of sewer services for such homes, the Owner, or its successors or assigns, may elect to advance City Facilities costs in lieu of payment of all or a portion of City Fees (the “Advances”) before Bond Proceeds are available in sufficient amounts to pay for City Facilities;

WHEREAS, in the case of such Advances paid to the City, the Owner shall be entitled to (i) reimbursement of such Advances and (ii) credit against City Fees which would otherwise be due to the City equal to the amount of Bond Proceeds disbursed to the City for City Facilities, all as further described herein;

WHEREAS, the School District will have sole discretion and responsibility for the formation and administration of CFD No. 2024-1;

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

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

WHEREAS, the Board of Education of the School District and the City Council of the City 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 and 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, the City, 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 City Facilities in lieu of the payment of all or a portion of City Fees through the issuance of Bonds by CFD No. 2024-1; and

WHEREAS, the Parties hereto find and determine that the residents residing within the boundaries of the School District, City sewer service boundaries, and CFD No. 2024-1 will be benefited by the construction and/or acquisition of the City Facilities and that this JCFA is beneficial to the interests of such residents.

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. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this JCFA, have the meanings herein specified.

(a) “Act” means the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.

(b) “Advance” or “Advances” means an amount paid by Owner or a merchant builder for City Facilities in lieu of payment of all or a portion of City Fees prior to the availability of sufficient Bond Proceeds.

(c) “Bond Proceeds” shall mean those net funds generated by the sale of the Bonds of CFD No. 2024-1 and investment earnings thereon, net of costs of issuance, reserve fund, capitalized interest and administrative expenses.

(d) “Bond Resolution” means that Resolution, Resolution Supplement, Fiscal Agent Agreement, Indenture of Trust or other equivalent document(s) providing for the issuance of the Bonds.

(e) “Bonds” shall mean those bonds, or other securities, issued by, or on behalf of CFD No. 2024-1, as authorized by the qualified electors within CFD No. 2024-1.

(f) “City Facilities” means those sewer facilities listed on Exhibit “B” attached hereto, which are necessary for the provision of sewer services to the Property and paid for with Bond Proceeds in lieu of the payment of all or a portion of City Fees or Advances.

(g) “City Facilities Account” means proceeds from the sale of Bonds deposited into an improvement fund and disbursed pursuant to the applicable terms of the indenture or fiscal agent agreement to fund eligible City Facilities.

(h) “City Fees” means fees imposed by the City upon the Property to finance the City Facilities.

(i) “Payment Request” means a request for payment relating to City Facilities in the form attached hereto as Exhibit “C.”

(j) “Party” or “Parties” shall mean any one or all of the parties to this Agreement.

(k) “Property” means that certain undeveloped real property within Tentative Tract Map No. 2048.

(l) “Rate and Method” means the Rate and Method of Apportionment of the Special Tax authorizing the levy and collection of Special Taxes within CFD No. 2024-1 pursuant to proceedings undertaken for the formation of CFD No. 2024-1 pursuant to the Act.

(m) “State” means the State of California.

(n) “Special Taxes” means the special taxes authorized to be levied and collected within CFD No. 2024-1 pursuant to the Rate and Method.

Section 3. Proposed Formation of CFD No. 2024-1. The School District will be solely responsible for conducting proceedings for the formation of CFD No. 2024-1 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 will retain, at the expense of the Owner, the necessary consultants to conduct the proceedings for the formation of CFD No. 2024-1.

Section 4. Issuance of Bonds and Use of Proceeds. In the event that Bonds are issued, the School District and Owner shall determine the amount of Bond Proceeds to be deposited in the City Facilities Account and each subaccount thereof. As Bond Proceeds are transferred to the City and reserved to fund City Facilities, as described in Section 6 below, the Owner shall receive a credit in the amount transferred against the payment of City Fees. CFD No. 2024-1 shall provide the City notice at least fourteen (14) days in advance of Bond pricing of the approximate amount that CFD No. 2024-1 intends to deposit into the City Facilities Account. Nothing herein shall supersede the obligation of an owner of the Property to make an Advance or pay City Fees to the City when due. The purpose of this JCFA is to provide a mechanism by which CFD No. 2024-1 may issue Bonds to provide a source of funds to finance City Facilities in lieu of the payment of all or a portion of City Fees. In the event that Bond Proceeds, including investment earnings thereon, are not available or sufficient to satisfy the obligation at the time City Fees are due to the City, then the Owner or any merchant builder shall make an Advance or pay City Fees to the City at such time as a condition of receiving sewer service to the Property.

The Board of Education of the School District, acting as the legislative body of CFD No. 2024-1, shall, in its sole discretion, determine whether, when, under what conditions and to what extent the Bonds shall be issued. 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 City or the Owner have any right to compel CFD No. 2024-1 to issue the Bonds. If and when the School District determines it will issue Bonds, it shall take such actions necessary in its reasonable discretion and in accordance with the terms of the Rate and Method to ensure that the total effective tax rate for completed homes within CFD No. 2024-1 does not exceed 2%.

Section 5. City Facilities.

(a) It is anticipated that CFD No. 2024-1 will provide Bond Proceeds to finance City Facilities. The School District makes no representation that, if proceeds of Bonds are made available to finance City Facilities, such proceeds will be sufficient to finance all of the City Facilities, and neither the School District nor CFD No. 2024-1 shall have any liability to the City or Owner if such proceeds are insufficient for such purpose. If CFD No. 2024-1 does not issue

Bonds to finance City Facilities, neither the School District nor CFD No. 2024-1 shall have any obligation to provide any amounts to finance or pay the costs of the City Facilities.

(b) The City shall apply proceeds of the Bonds to the payment of costs of construction of any portion of the City Facilities only if such portion of the City Facilities is constructed under the direction and supervision, or under the authority of, the City or is constructed as if it had been constructed under the direction and supervision, or under the authority of, the City.

Section 6. Disbursement for City Facilities.

(a) Upon the funding of the City Facilities of the City Facilities Account, the School District or Owner shall notify the City of the amount of Bond proceeds to be reserved to fund City Facilities and the City may execute and submit a Payment Request for payment to the City requesting disbursement of an amount equal to all Advances from the City Facilities Account. Upon the City's receipt of funds pursuant to such Payment Request, the Owner shall receive reimbursement of the Advances from the City. Moneys on deposit in the City Facilities Account shall be invested and disbursed at the direction of CFD No. 2024-1.

(b) From time to time following the funding of the City Facilities Account, the Owner may notify the City in writing and request a disbursement from the City Facilities Account to fund City Facilities by executing and submitting a Payment Request. Upon receipt of such Payment Request completed in accordance with the terms of this JCFA, CFD No. 2024-1 shall wire transfer or otherwise pay to the City such requested funds to the extent that Bond Proceeds are available in the City Facilities Account for such purpose. Upon such notice and the City's receipt of such disbursement relating to City Facilities, Owner shall be deemed to have satisfied the applicable City Fees with respect to the number of dwelling units or lots for which the City Fees would otherwise have been required in an amount equal to such disbursement.

(c) The City agrees that prior to executing and submitting a Payment Request requesting payment from CFD No. 2024-1, it shall review and approve all costs included in such request and will have already paid or incurred such costs of the City Facilities from its own funds subsequent to the date of this JCFA or will disburse such amounts to pay the costs of the City Facilities following receipt of funds from CFD No. 2024-1 for the Property. In the event that the City 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. 2024-1 all earnings, if any, earned by the City, from the date of receipt of such Bond Proceeds by the City to the date of expenditure by the City for capital costs of the City Facilities. If required by the preceding sentence, such report shall be delivered at least semiannually until all Bond Proceeds received are expended by the City.

(d) The City 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 City Facilities. The City will, upon request, provide the School District and/or Owner with access to the City's records related to the City 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. 2024-1, if any.

(e) The School District or CFD No. 2024-1 agrees to maintain full and accurate records of all amounts, and investment earnings, if any, expended from the City Facilities Account. The School District or CFD No. 2024-1 will, upon request, provide the City and/or the Owner with access to the School District's or CFD No. 2024-1's records related to the City Facilities Account.

(f) Notwithstanding the foregoing, the School District and City acknowledge that the School District has the ultimate responsibility for issuance of the Bonds, the administration of CFD No. 2024-1 and the tax-exempt status of any Bonds issued by CFD No. 2024-1. 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.

(g) In connection with the issuance of any Bonds, the City agrees to execute and deliver a Certificate Concerning Use of Bond Proceeds ("City Certificate"), the form of which is attached hereto as Exhibit "D," if bond counsel concludes that interest on such Bonds relating to the City Facilities 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 City 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 City within fifteen (15) calendar days of receipt of each such City Certificate. If bond counsel determines that the Bonds relating to the City Facilities may not be issued as tax-exempt bonds, or should City fail to execute and deliver the applicable City Certificate within fifteen (15) calendar days, the School District may issue taxable Bonds to fund the City Facilities and tax-exempt Bonds to fund the School Facilities.

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

Section 9. Indemnification.

(a) The City agrees to indemnify, defend and hold harmless the School District, CFD No. 2024-1 and the Owner, 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, CFD No. 2024-1 or the Owner, 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. 2024-1 or the Owner, 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 the City with respect to this JCFA, and the acquisition, construction, installation, operation, maintenance or utilization of the City Facilities, including the use of Bond Proceeds by the City. If the City fails to do so, the School District, CFD No. 2024-1, and Owner shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from the City.

No indemnification is required to be paid by the City for any claim, loss or expense arising from the willful misconduct or negligence of the School District, CFD No. 2024-1 or the Owner, or their respective officers, employees or agents.

(b) The School District agrees to indemnify, defend and hold harmless the City, and its 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 City, or their respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the City, or 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 (i) the acquisition, construction, installation, operation, maintenance or utilization of the School Facilities, (ii) the public offering and issuance of the Bonds or (iii) the formation, operation or maintenance of CFD No. 2024-1. If the School District fails to do so, the City 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 City or the Owner, or their respective officers, employees or agents.

(c) Owner agrees to indemnify, defend and hold harmless the School District, CFD No. 2024-1, and the City, 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, CFD No. 2024-1 or the City, 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. 2024-1 or the City, 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. 2024-1 and the City 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 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. 2024-1 (if indemnification is sought by CFD No. 2024-1) or the City (if indemnification is sought by the City), 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. 2024-1, shall annually levy the Special Taxes as provided for in the formation proceedings of CFD No. 2024-1, including, without limitation, the Rate and Method of

Apportionment of Special Taxes for CFD No. 2024-1. The entire amount of any special tax levied by CFD No. 2024-1 not needed for payment of interest or principal on Bonds or the costs of administering CFD No. 2024-1 shall inure to the benefit of CFD No. 2024-1 to be used as determined by the School District consistent with applicable law and associated agreements between the District and Owner. The entire amount of the proceeds of the Special Taxes shall be allocated and distributed to the School District.

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 City, the Owner, and CFD No. 2024-1 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 City, the Owner, and CFD No. 2024-1.

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:

Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324
Email: gregory_fromm@cjuds.net
Attn: Associate Superintendent of Business
Services

If to CFD No. 2024-1:

Community Facilities District No. 2024-1 of the
Colton Joint Unified School District
c/o Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324
Email: gregory_fromm@cjuds.net
Attn: Associate Superintendent of Business
Services

With copies to:

Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
Fax No. (562)- 653-3333
Email: achialtas@aalrr.com

Attn: Andreas Chialtas, Esq.

If to the City:

City of Rialto
150 S. Palm Ave.
Rialto, CA 92376
Email: twilliams@rialtoca.gov
Attn: Tanya Williams, City Manager

If to Owner:

Avila Collection, LLC
PO Box 11503
Carson, CA 90749
Telephone: (424) 292-3077
Email: bwalker@alleraproperties.com
Attn: Byron "Ron" Walker

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, or (c) 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 City 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 Colton Joint
Unified School District

By: _____

Print Name: Andreas Chialtas

**COLTON JOINT UNIFIED
SCHOOL DISTRICT**

By: _____

Print Name: _____

President of the Board of Education of
the Colton Joint Unified School
District

ATTEST:

By: _____

Print Name: _____

Clerk of the Board of Education of
the Colton Joint Unified School
District

CITY OF RIALTO

By: _____

Tanya Williams
City Manager

ATTEST:

By: _____

Barbara A. McGee
City Clerk of City of Rialto

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____

Eric S. Vail
City Attorney of City of Rialto

AVILA COLLECTION, LLC
A Nevada limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Real property in the County of San Bernardino, State of California, described as follows:

County of San Bernardino Assessor Parcel Nos. 0257-012-12, 0257-021-28, 0257-021-02, and 0257-031-35

Parcel 0257-021-28-0000

Legal Description

PARCEL MAP NO 186 PARCEL NO 4 EX S 90.12 FT W 215 FT

Parcel 0257-031-35-0000

Legal Description

S T L AND W CO S B L W 1/2 LOT 371 EX S 500 FT W 300 FT AND EX N 100 FT W 300 FT AND EX E 25 FT R/WMEAS TO ST C/L

Parcel 0257-012-12-0000

Legal Description

S T L AND W CO S B L 50 FT R/W BEG IN CENTER S LI LOT 363 AND EXTENDING N TO N LI SD LOT EX ST

Parcel 0257-021-02-0000

Legal Description

S T L AND W CO S B L 50 FT R/W BEG IN S LI IN CENTER LOT 378 AND EXTENDING N THRU LOTS 378 371 AND 370 TO N LI SD LOT 370 EX MNL RTS 2.24 AC

EXHIBIT B

DESCRIPTION OF THE CITY FACILITIES

The types of facilities to be owned and operated by the City of Rialto and/or Rialto Utility Authority (“City”) and financed by CFD No. 2024-1 are:

“City Facilities” consist of improvements included in the sewer collection and capacity fee program of the City of Rialto/Rialto Utility Authority. Estimated fees for the City Facilities are as follows:

Description	Unit Measure	Unit	Rate	Extraterritorial Rate	Total
Sewage Treatment - Group I Multi Family	DU	181.00	\$1,804.41	1.3	\$424,577.67
Sewage Collection Multi Family	DU	181	\$764.80	1.3	\$179,957.44
Total					\$604,535.11

EXHIBIT C

FORM OF CITY WRITTEN REQUEST

PAYMENT REQUEST FORM – CITY 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 City Facilities Account, as established by Resolution No. _____ of the Legislative Body of the District, adopted on _____, 20__, and the Fiscal Agent Agreement dated as of _____ 1, 20__, 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 City Facilities Costs described below. The amount shown below is (i) due and payable to the City for the [*check as applicable*]: [] City Service Fees/ [] City Facilities Costs) described below or (ii) payable to reimburse the Owner for (check as applicable: [] City Service Fees/ [] City Facilities Costs) advanced to City as described below and, in any case, has not formed the basis of any prior request for payment. **Certification of Authorized Representatives of City and Owner are required to process this request- see Attachment #1.**

Payee: _____
Address: _____

Amount: \$ _____

Description of Project Costs for City Facilities Account or portion thereof accepted by Community Facilities District No. 2024-1 and authorized to be paid to the Payee: **Attach documentation of amounts paid and identification of parcels.** By requisitioning Bond Proceeds as described herein, City 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. 2024-1**:

-EXHIBIT-

Signature _____
Name: _____
Title: _____

Dated: _____
Payment Request No.: _____

**This signature will constitute the School District’s written consent under the City 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 City Facilities Account.

ATTACHMENT NO. 1 TO EXHIBIT C

**CERTIFICATION OF AUTHORIZED REPRESENTATIVES OF
OWNER AND CITY**

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 City for the City Fees described below; or (ii) payable to reimburse the Owner for City Fees advanced to City; 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 City under the fee ordinances of City setting the fees.

Authorized Representative of Owner:

-EXHIBIT-

Signature: _____

Name: _____

Title: _____

Date: _____

The undersigned authorized representative of the City, certifies the following: (a) The fees amounts listed in the attached documentation are (*check [✓] one*): (i) due and payable to City for the City Fees described below; or (ii) payable to reimburse the Owner for City Fees advanced to City; 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 City under the fee ordinances/resolutions of City setting the fees.

Authorized Representative of City

-EXHIBIT-

By: _____

EXHIBIT D

\$ _____
**COMMUNITY FACILITIES DISTRICT NO. 2024-1 OF THE
COLTON JOINT UNIFIED SCHOOL DISTRICT
SERIES _____ SPECIAL TAX BONDS
(San Bernardino County, California)**

CERTIFICATE CONCERNING USE OF BOND PROCEEDS

I, the undersigned, hereby certify that I am a duly authorized officer of the City of Rialto (“City”), and am authorized to sign this Certificate Concerning Use of Bond Proceeds (“Certificate”) on behalf of the City 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 Colton Joint Unified School District (“School District”), the City, and Avila Collection LLC, dated _____, 20__ (“JCFA”).

I further certify on behalf of the City that:

1. City/Rialto Utility Authority provides, among other services, sewer services within its boundaries.
2. City has been informed by the School District and CFD No. 2024-1 that they are in the process of issuing the Bonds on behalf of CFD No. 2024-1.
3. City 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 City/Rialto Utility Authority, as further described in Attachment “1” attached herein (“City Facilities”).
4. The financing of the City Facilities is in satisfaction of the requirements of the City to provide services to the property within the boundaries of CFD No. 2024-1.
5. The City will (i) maintain adequate records to show what City Facilities have been financed with the proceeds of the Bonds, and (ii) will not use the City 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). The City reasonably expects to expend the Bond Proceeds on the City Facilities within 3 years from the date of issuance of the Bonds.

This Certificate may be relied upon by the School District, CFD No. 2024-1, 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: _____

CITY OF RIALTO

By: _____
[Authorized Official Title]

ATTACHMENT “1”

The types of facilities to be owned and operated by the City and financed by CFD No. 2024-1 are:

“City Facilities” consist _____.