

**LOCAL AGENCY CLOSING CERTIFICATE
(County of El Dorado)**

**California Statewide Communities Development Authority
Statewide Community Infrastructure Program Revenue Bonds
Series 2011A**

This Local Agency Closing Certificate is executed and delivered by the undersigned on behalf of the County of El Dorado (the "Local Agency") with respect to the financing pursuant to the Statewide Community Infrastructure Program ("SCIP") of certain capital improvements (the "Improvements") and certain development impact fees levied by the Local Agency (the "Eligible Impact Fees") for certain development projects (the "Projects") located on real property within the planning jurisdiction of the Local Agency (the "Assessed Parcel"), all as described in Schedule I.

The undersigned is an authorized representative of the Local Agency, and is acting for and on behalf of the Local Agency in executing this Certificate. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change the certifications and expectations as set forth herein, and said certifications and expectations are reasonable.

In connection with the issuance of the above referenced bonds (the "Bonds"), the Local Agency hereby represents, warrants and certifies as follows:

1. With respect to each Assessed Parcel and the Projects to be constructed thereon, each of the following is true to the best knowledge of the undersigned without undertaking any investigation or inquiry:
 - a. The Projects have been approved by the Local Agency and have received all discretionary development permits and approvals required to be issued by the Local Agency.
 - b. There is no legal impediment or limitation which would prevent the Projects from going forward as approved in a timely fashion.
 - c. The provisions of the California Environmental Quality Act have been complied with in connection with the approvals described in subparagraph (a) above.
 - d. There is no litigation pending or to the knowledge of the Local Agency threatened which challenges the development of the Projects or the Local Agency's participation in SCIP nor is there any basis therefor.
 - e. The owners of the Assessed Parcel are not delinquent in the payment of any tax, assessment, fee or charge levied by the Local Agency on or as a result of the ownership or development of the Assessed Parcels.
2. The resolution of the Local Agency by which it joined SCIP was duly adopted by the governing body of the Local Agency, has not been amended, modified, repealed or rescinded and is in full force and effect as of the date hereof.

3. The Local Agency is a member in good standing of the League of California Cities or the California State Association of Counties, as applicable.
4. The Tax Certifications attached hereto as Exhibit A are true and correct.
5. To the best knowledge of the Local Agency, Schedule I is accurate and complete.

The Local Agency acknowledges that the Acquisition Improvements which are the subject of this Acquisition Agreement represent preexecution improvements, and for that reason the California Statewide Communities Development Authority and DBW, a partnership ("Developer") have determined that the Developer shall not be required to demonstrate compliance with those provisions of the El Dorado County Department of Transportation Guidelines for SCIP Assessment District Acquisition Projects pertaining to competitive bidding or payment of prevailing wages, and the Local Agency shall have no obligation to review records pertaining to the construction and installation of the Improvements to ascertain whether competitive bids were solicited or prevailing wages were paid. The Developer agrees to save, defend and hold the Local Agency harmless from any liability, claim of liability, fine or penalty, or threat of imposed fine or penalty which may arise in the event that it is later alleged that any applicable requirement of California law was violated by a failure to solicit competitive bids or to pay prevailing wages in the course of the construction and installation of the Acquisition Improvements.

Dated: September 28, 2011

COUNTY OF EL DORADO



Authorized Representative

Schedule I

Name of Local Agency: County of El Dorado

SCIP Program Series: Series 2011A

County Location: El Dorado

<u>Property Owner Name(s)</u>	<u>Assessed Parcel (APN)</u>	<u>Assessment Liens Imposed*</u>	<u>Building Permit Issued</u>
DBW A PARTNERSHIP	054-411-04-100**	\$26,163.04	Yes <input checked="" type="checkbox"/> / No <input type="checkbox"/>
DBW A PARTNERSHIP	054-411-05-100**	31,248.16	Yes <input checked="" type="checkbox"/> / No <input type="checkbox"/>
DBW A PARTNERSHIP	054-411-24-100**	178,776.85	Yes <input checked="" type="checkbox"/> / No <input type="checkbox"/>
DBW A PARTNERSHIP	054-411-45-100**	261,623.69	Yes <input checked="" type="checkbox"/> / No <input type="checkbox"/>
	TOTAL:	\$497,811.73	

*Not to exceed.

****New parcel numbers have been assigned – 054-411-49-100, 054-411-50-100, 054-411-51-100 & 054-411-52-100**

Exhibit A

LOCAL AGENCY TAX CERTIFICATION

The Local Agency hereby makes the following representations of facts and expectations and covenants to comply with the requirements of this Tax Certification in connection with its participation in the Statewide Community Infrastructure Program (the "Program") Revenue Bonds, Series 2011A, in an aggregate amount not to exceed \$497,811.73 (the "Participation"). The representations and covenants contained in this Tax Certification are in furtherance of the requirements of the Program and are designed to support the conclusion that the interest paid on the bonds issued to fund the Program and the Participation (the "Bonds") is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code").

1.1 Use of Facilities. The proceeds of the Participation (the "Proceeds") will be used to finance the construction or acquisition of certain public improvements (the "Facilities"). The Local Agency or another state or local government agency will own, and for the entire useful life of the Facilities reasonably expects to own, all of the Facilities. To the extent any of the Facilities are sold to an entity that is not a state or local government agency, the procedures outlined in the SCIP Reference Manual will be followed. The Local Agency will not allow any of the Proceeds or any of the Facilities to be used (for example, by lease or other contract) in the trade or business of any nongovernmental persons (other than in their roles as members of the general public) and will not loan any of the Proceeds. All of the Facilities will be used in the performance of essential governmental functions of the Local Agency or another state or local government agency.

The average expected useful life of the Facilities is at least 20 years.

1.2 Timing of Expenditures. The Local Agency reasonably expects that all of the Proceeds will be spent for the governmental purpose of the Participation within three years. In addition, the Local Agency reasonably expects that at least 5% of the Proceeds will be spent, or that the Local Agency will incur a binding obligation to a third party involving an expenditure of such amount, within six months. The Local Agency reasonably expects that construction or acquisition of the Facilities will proceed with due diligence to completion and that the allocation of proceeds to expenditures for the Facilities will proceed with due diligence. None of the Proceeds will be used to pay principal of or interest on any obligations.

1.3 Expenditure of Proceeds. Proceeds and other deposits under the Program are not treated as spent on the Facilities until the Local Agency makes a transfer to a person unrelated to the Local Agency and such transfer represents a payment for the Facilities. A payment for the Facilities will occur if Proceeds or other deposits under the Program are transferred from the Fee Accounts either (a) to the Local Agency and actually used to make a payment to a person unrelated to the Local Agency no later than three days after the transfer or (b) directly to a third party at the direction of the Local Agency to pay the cost of the Facilities. To the extent Proceeds or other deposits under the Program are transferred to the Local agency to reimburse the Local Agency for costs of Facilities paid before the date of the transfer, such costs were originally paid no earlier than 55 days before the date of such transfer.