

**JOINT COMMUNITY FACILITIES FINANCING AGREEMENT
(El Dorado Irrigation District)**

for

**County of El Dorado
Community Facilities District No. 2024-1
(Carson Creek Heritage Village 11)**

Recitals

A. The parties to this agreement (this “**Agreement**”) are the County of El Dorado, a California county (the “**County**”), and El Dorado Irrigation District, a California irrigation special district (the “**Agency**”) (collectively, the “**Parties**”).

B. The effective date of this Agreement shall be _____, 2025.

C. This Agreement is made under the authority of California Government Code Section 53316.2.

D. The County has conducted proceedings under the Mello-Roos Community Facilities Act of 1982 (California Government Code section 53311 et seq.) (the “**Act**”) to form its Community Facilities District No. 2024-1 (Carson Creek Heritage Village 11) (the “**CFD**”) to finance certain public facilities and facility capacity charges used for capital improvements of benefit to land in the CFD. The facilities and facility capacity charges which are authorized to be financed by special taxes levied in the CFD (the “**CFD Improvements**” and the “**CFD Fees**,” respectively) are described in Exhibit A to the resolution of formation of the CFD. The CFD Improvements include facilities which are to become the property of Agency (the “**Agency Improvements**”), and the CFD Fees include facility capacity charges used for capital improvements payable to Agency (the “**Agency Fees**”) relating to a land development project known as “Carson Creek” (the “**Development Project**”) being undertaken by Lennar Homes of California, Inc., a California corporation (together with its assignees, if applicable, the “**Developer**”).

E. The County is entering and/or has entered into an Acquisition and Disclosure Agreement with the Developer (the “**Acquisition Agreement**”), under the terms of which, and subject to the terms and conditions of which, the Developer will agree and/or has agreed to advance funding for and/or provide for the construction and installation of the CFD Improvements, and the County will agree and/or has agreed to utilize proceeds of sale of limited obligation special tax bonds of the CFD (the “**Bonds**”) to acquire that portion of the CFD Improvements which are to become the property of the County and to reimburse the Developer for funds advanced for and/or incurred to construct that portion of the CFD Improvements which are to become the property of other local agencies, including but not limited to the Agency Improvements, and to either pay (in the event such proceeds of the Bonds are available for such purpose prior to payment of the CFD Fees by the Developer) or to reimburse the Developer for its payment of the CFD Fees, as the case may be, including but not limited to the Agency Fees.

F. The Parties expressly acknowledge that the proceeds of sale of the Bonds (the “**Bond Proceeds**”) may not be sufficient to pay for all CFD Improvements and CFD Fees, including the Agency Improvements and/or Agency Fees. In the event that the Bond Proceeds

are not sufficient to pay for the Agency Improvements and/or Agency Fees, then this Agreement shall have no application unless and until additional special tax bonds of the CFD ("**Additional Bonds**") are issued and the proceeds of such Additional Bonds are applied to finance either Agency Improvements or Agency Fees or both.

G. Agency is willing to cooperate with the County in accomplishing the construction, installation and financing of the Agency Improvements and payment of the Agency Fees as authorized facilities of the CFD, and to confer upon the County full power to provide financing for the Agency Improvements and the Agency Fees in the event that proceeds of special taxes and/or bonds in the CFD become available and are utilized for such purpose, with ownership of the Agency Improvements to vest directly in Agency in accordance with the Agency's requirements for acceptance thereof, with the County retaining the ability to reimburse Developer for the costs advanced to Agency and/or incurred by Developer to construct the Agency Improvements pursuant to the Acquisition Agreement.

H. In consideration for the mutual undertakings of the Parties stated herein, the Parties agree as follows.

Agreement

1. The foregoing recitals are true and correct, and each of the Parties expressly so acknowledges.

2. The County has conducted proceedings under the Act to form the CFD and authorize the acquisition, construction, installation and financing of the CFD Improvements, including but not limited to the Agency Improvements, and to finance the direct payment of, or the reimbursement to the Developer for, the CFD Fees, including but not limited to the Agency Fees, as the case may be. Pursuant to Government Code Section 53316.2, the County has conducted and/or will conduct additional proceedings to authorize the financing by the CFD of the Agency Improvements and/or Agency Fees through this Agreement with the Agency. The Agency Improvements and the Agency Fees shall be those described on Exhibit A attached hereto and incorporated herein by this reference.

3. The County shall administer the CFD, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the Bonds, and complying with all state and federal requirements appertaining to the proceedings establishing the CFD and issuing and using the proceeds of the Bonds and Additional Bonds, if any, including the requirements of the United States Internal Revenue Code of 1986, as amended (the "**Code**").

4. The County shall assume the defense of, indemnify and save harmless, Agency, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the County with respect to this Agreement; provided, however, that the County shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their officers, agents or employees.

5. The County agrees to have prepared, and keep available to Agency, records of all proceedings of the CFD, including but not limited to (a) reimbursement to the Developer for completed Agency Improvements and transfer of ownership thereof to Agency, (b) direct

payment to Agency or reimbursement to the Developer of Agency Fees, (c) disbursements of special tax and proceeds of the Bonds and Additional Bonds, if any, and (d) the administration of the various funds and accounts to be established with respect to the CFD for the management of special tax proceeds, bond sale proceeds, and the investment earnings on both.

6. Transfer of title for any Agency Improvements constructed by Developer shall be accomplished in accordance with the Agency's procedures for the acceptance of developer-built facilities ("Agency Acceptance Procedures"). Agency will accept ownership and maintenance of any such Agency Improvements that are transferred by Developer to Agency in accordance with the Agency Acceptance Procedures and nothing in this Agreement shall affect the Agency's rights or remedies against Developer with respect to any other agreement between Agency and Developer regarding the funding for and/or construction by Developer of any Agency Improvements. Reimbursement from the CFD for any Agency Improvements built by Developer and accepted by Agency shall be accomplished, to the extent not inconsistent with the Agency Acceptance Procedures, in accordance with the "County of El Dorado, Department of Transportation, Guidelines for Community Facilities District (CFD) Acquisition Projects" (the "**Guidelines**"), a copy of which is attached to the Acquisition Agreement as Exhibit B thereto and by this reference incorporated herein. Agency is an appropriate "reviewing agency" under the Guidelines.

7. Agency hereby acknowledges the formation of the CFD and consents to the assumption of jurisdiction by the County for all additional proceedings respecting the CFD with the understanding that the County will hereafter take each and every step required for or suitable for the acquisition of completed CFD Improvements, the levy, collection and enforcement of the special taxes in the CFD, and the issuance, sale, delivery and administration of the Bonds and Additional Bonds, if any. Notwithstanding the foregoing, Agency has no right to compel the issuance of the Bonds or any Additional Bonds.

8. Agency hereby confirms that all of the Agency Fees are being and will be used exclusively for capital improvements of Agency.

9. To assist the County in complying with federal tax law matters in connection with the issuance of any Bonds and Additional Bonds, if any, Agency hereby makes the following covenants regarding its proposed use of proceeds from the Bonds and Additional Bonds, if any: (a) prior to issuance of any series of bonds, Agency will execute and deliver such certifications and covenants as may be reasonably required for the County's bond counsel to conclude that interest on such bonds will be excluded from gross income for federal income tax purposes; (b) Agency shall assure that the proceeds are not used so as to cause the Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code; and (c) to enable the County to comply with the County's arbitrage calculation, reporting and payment obligations with respect to the bonds, Agency agrees to allow the County to inspect the records relating to the investment and expenditure of the proceeds of such bonds forwarded to Agency at any reasonable time upon reasonable notice.

10. The Parties acknowledge and agree that any reimbursement or payment by the County or the CFD to Developer hereunder for the costs of any Agency Improvements advanced by Developer and/or constructed by Developer and transferred to the Agency shall not give the County or the CFD any right, title or interest in the Agency Improvements, including without limitation, any right of ownership, control or use of the Agency Improvements.

11. This Agreement may be amended by a writing signed by the Parties, except that no amendment may be made after the issuance of Bonds or Additional Bonds, if any, that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding bonds.

12. This Agreement shall terminate upon the earliest occurrence of the following events: (a) the dissolution of the CFD pursuant to section 53338.5 of the Act or (b) the written agreement of the Parties to terminate this Agreement. Notwithstanding the foregoing, this Agreement shall remain in full force and effect for as long as any Bonds or Additional Bonds, if any, are outstanding.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signatures on Following Page]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their authorized representatives as of the effective date stated above.

COUNTY:
COUNTY OF EL DORADO

AGENCY:
EL DORADO IRRIGATION DISTRICT

By: _____
Auditor-Controller

By: _____
General Manager

Attest:

Clerk of the Board of Supervisors

Attest:

By _____

District Secretary

APPROVED AS TO FORM:
_____, County Counsel
County of El Dorado

APPROVED AS TO FORM:
_____, General Counsel
El Dorado Irrigation District

By _____

By: _____

EXHIBIT A

DESCRIPTION OF AUTHORIZED AGENCY IMPROVEMENTS AND AGENCY FEES

[El Dorado Irrigation District]

A. Water System Improvements

Water transmission lines and all appurtenances

B. Sanitary Sewer System Improvements

Gravity sewer lines and all appurtenances

C. Facility Capacity Charges

Charges for Agency facilities in existence at the time the charge is imposed or charges for new Agency facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including supply or capacity contracts for rights or entitlements, real property interest, and entitlements and other rights involving capital expense relating to use of existing or new Agency facilities

Water Facility Capacity Charges

Wastewater Facility Capacity Charges