

**November 13, 2018**

**Regular Meeting**

**Item # 7a**

**Behavioral Health**

**Bids**

## DAVIDSON HOUSE PROPOSAL

November 12, 2018

### Affordable Housing Bid

Mono County,

We're pleased to submit an Affordable Housing Bid for the Davison House located in Mammoth Lakes, California. This is an opportunity to increase the housing inventory that will benefit the community and we look forward to developing the property to that conclusion.

### Property Information

Zoning RMF2

Density 12 Units per acre

Lot Area 40,000 sq ft min

Lot Size 150 x 150 min

Lot Coverage Allowable 60%

Davidson Property.

Lot Area 9,583 sq ft- 0.22 acres

Lot Size 73 x 132

Density 12 Units x 0.22= 2.64 Units Allowable

This is an existing Non-Conforming Parcel by the current zoning code standards

### References

Asbestos Report dated 12/16/2015

Lisa Monroe & Associates

Structural Assessment dated 8/1/2017

RL Engineering

Davidson House Report dated 5/5/2016

Aspen Street Architects

Based on the reports listed above the following costs apply

Asbestos Abatement Cost	\$40,000.00	Estimate Proposal
Building Demolition Cost	\$85,000.00	Estimate Proposal
Additional Costs- New permits/fees	\$50,000.00	Estimate
Total	\$175,000.00	

## Affordable Housing Restrictions and Requirements

### Government Code Section 25539.4

1. Requires that 80% of the property disposed of be used for housing development.
2. Requires not less than 40% of the total number of units be affordable-75% AMI or less
3. The affordable units are deed restricted for not less than 30 years

### Density

1. Market Rate Density allows a maximum of 2.64 units= 3
2. Affordable Housing Density Allows a maximum of 5 units with a min of 2 affordable
3. Additionally, State law requires that one of the units be Handicapped Accessible and the remaining units are Handicapped Adaptable with Accessible paths of travel.

We propose density option #2 of 2 deed restricted affordable units and 3 market rate units

### Resolution Paragraph #5

- a) The density and number of units complies with the allowed density per the RMF2 zone and the Town of Mammoth Lakes Planning Department Requirements as per the meeting on Wednesday November 7, 2018.
- b) The population to be served is 75% of AMI based on information from Mammoth Lakes Housing and the needed demand in that income group.
- c) Prior affordable housing and construction development experience outlined on the next page of this proposal
- d) Duration of the affordable housing restriction is for not less than 30 years as required by State law for two of the five units proposed in the development. In addition, the project is proposed as rental apartments that are not be sold as individual units.
- e) The plan is to demolish the unstable portions of the structure and stabilize the property for the winter of 2018-19 so renovation and construction can begin in the early summer of 2019. The close of escrow is critical to get this work finished before major amounts of snow occur.
- f) The proposed purchase price is \$32,000.00 in good funds that are available immediately and would welcome a short escrow period less than 30 days. This offer assumes that the property has a clear title without prior liens, taxes, assessments, conditions, restrictions, etc. except for the Affordable Housing Restrictions. Also, we reserve the right to change the ownership title and develop the design of the project without restrictions other than those required to obtain the necessary building permits from the Town of Mammoth Lakes.

## Prior Affordable Housing and Development Experience

This is a brief outline of prior experience with additional details available upon request.

### Elliott Brainard- Architect/Developer

He has been a practicing architect in Mammoth Lakes for over 30 years and built construction projects in excess of 500 million dollars. Some of those projects have involved affordable housing developments. The design of the Shady Rest parcel for three different developers that included over 400 units of deed restricted housing. In addition the analysis for Mammoth Lakes Housing in its purchase of the former Country Glass Building to be converted into an affordable housing project.

Formerly as a development partner in Stonegate Mammoth, he was the manager in charge of the first 4 unit purchase and renovation of an existing condominium unit that was a deed restricted sale to an income qualified owner. This was in partnership with Mammoth Lakes Housing.

There are additional development projects that are too numerous to outline at this time.

### David Bloom- Contractor/Developer

He has been in the construction industry for over 30 years and has been building in the Mammoth Lakes area for the past 19 years. He has constructed over 1000 apartment units in Las Vegas, Nevada and Mammoth Lakes area. He was the project manager for the construction in the Village at Mammoth, Eagle Run, The Timbers and Juniper Springs Lodge just to name a few.

There are additional development details that are too numerous to outline at this time.



Elliott Brainard

November 12, 2018



David Bloom

November 12, 2018

## **Davison Affordable Housing Bid 71 Davison Street in Mammoth Lakes**

Developing a property in Mammoth represents a dream that our families have had for years as many of us have been coming to the Eastern Sierra since we were little kids. We have the experience to develop something really special with this property through beautifully constructed and thoughtfully designed residences in an inclusive development where 40% of the units are reserved for low-income. We hope that you'll give our offer strong consideration and we welcome any opportunity to discuss ways to make this a successful project.

### **Project Description**

- The proposer desires to construct a new 5-unit multifamily mixed-income project with 2 units serving low-income (up to 80% AMI), 1 unit serving moderate income (up to 120% AMI) and 2 units at market rents. The affordable component will maintain a 30-year use restriction.
- The zoning of the property allows for the development of up to 3 units, with a state density bonus that allows for 2 additional units as long as one unit is reserved for affordable housing.

### **Purchase Price & Development Considerations**

- Purchase Price to be \$29,000.
- Based on review of inspection reports supplied by the County including Davison House Report completed by Aspen Street Architects, Asbestos Report by Lisa Monroe & Associates, Asbestos Lab Results by IALT, and the Davison Structural Assessment by RL Engineering, we estimate approximately \$65,000 - \$75,000 in demolition, disposal and asbestos remediation expenses. Additionally, the developer estimates that each affordable unit will cost approximately \$175,000 in construction hard costs, which represents a significant leveraging of the County contribution via the below market sales price.

### **Development Team**

- The Developer will be comprised of a to-be-formed LLC with Sami Abdelatif and Tyler Malotte as co-development principals.
- Sami Abdelatif – Development Principal and currently the Director of Housing Development for Brilliant Corners, an affordable supportive housing provider in California. As the Director of Housing Development, Mr. Abdelatif has developed nearly 200 licensed residential care facilities statewide, leveraging over \$100 million in local/state/federal monies, for the successful transition of over 1,000 individuals with intellectual and developmental disabilities from state run hospitals into community living. Mr. Abdelatif holds an M.S. in Public Administration with a concentration in Nonprofit Management from Cal-State Northridge and a B.S. in Business Administration from Chapman University. Mr. Abdelatif has been a California licensed real estate broker since 2005.
- Tyler Malotte, Development Principal and currently an Assistant Principal Elementary Instructional Specialist with the Los Angeles Unified School District. His career has been

dedicated to working with children and adults with special needs both as a teacher and administrator, with particular attention paid to students and adults who are homeless. After earning his B.A. in Political Science with a University Honors Minor, Mr. Malotte began his career by being accepted to the highly selective Teach for America program. He has been awarded a Teach Plus Policy Fellowship, School Leaders Network Fellowship, Earthwatch Institute Fellowship and was selected to participate in the Los Angeles New Administrator Leadership Program. Mr. Malotte has two Master of Art degrees, one in Educational Leadership and Policy Studies and another in Special Education, where he was also awarded the National Service Award.

**Timeline & Milestones**

<u>Milestones and Sequenced Steps</u>	<u>Completion Date</u>
Offers Due	November 13, 2018
Developer Selection & Site Control	December 11, 2018
Approval of Affordable Housing Terms & Conditions	February 05, 2019
Plan Check	March 26, 2019
Construction Loan Closing	May 28, 2019
Issuance of Building Permits	July 09, 2019
Close of Escrow	July 09, 2019
Construction	February 03, 2020
Lease Up	March 04, 2020

*This timeline is an estimate only and will be refined upon final approval of affordable housing terms*

**Timeline Narrative**

- **Offers Due** – date sealed bids will be opened by County Board of Supervisors.
- **Developer Selection & Site Control** – providing an allowance of 1 month if the County or dedicated staff elect to meet with multiple qualified bidders in discussion of proposed development.
- **Approval of Affordable Housing Terms & Conditions** – providing 2 months for direct negotiation between selected developer and the County to review proposed Purchase and Sale Agreement form, form of Use Restriction, and all other requirements.
- **Plan Check** – allowance of 3 months for plan check review including one round of corrections.
- **Construction Loan Closing** – developer will begin securing construction and permanent financing immediately upon site control with an allowance of 5 months for coordinating approvals and regulatory requirements with financing entities.
- **Issuance of Building Permit** – estimating 7 months from developer selection/site control before construction can commence as evidenced by securing building permit.
- **Close of Escrow** – close of escrow is proposed as coterminous with Issuance of Building Permit because although the developer believes this is a by-right development, the realities of working with the County in providing affordable housing is much more complex than a traditional private development, including the structure and type of financing, sensitivities surrounding the prior use and the potential of NIMBY, the request or requirement for the

developer to engage in some form of community outreach; therefore, given these potential circumstances, we are requesting that the escrow close once permit approval has been granted.

- **Construction** – the developer is proposing a 7-month construction timeline however it would be prudent to include an additional buffer of +/- 2 months to account for delays, e.g., design and permitting, unknown site conditions upon completion of demolition, adverse weather conditions, etc.
- **Lease Up** – approximately 1 month is proposed for the process of renting up the project and would include any fair housing process for marketing of the development including the affordable component.

Respectfully Submitted,



Sami Abdelatif

Cell: (949) 291-3871

Email: samirobert395@gmail.com

2958 Finch Street

Los Angeles, CA 90039

**Davison Affordable Housing Bid & Letter of Intent**  
**71 Davison Street, Mammoth Lakes**  
**(APN 031-041-020-000)**

November 13, 2018

Clerk of the Mono County Board of Supervisors  
Courthouse Annex I  
P.O. Box 715  
Bridgeport, CA 93517

Dear Members of the Mono County Board of Supervisors:

This Letter of Intent is in response to the Third Resolution of the Mono County Board of Supervisors declaring its intention to sell certain county-owned surplus real property (APN 031-041-020-000) and specifying the terms and conditions of the sale.

This letter is intended to set forth the significant terms and conditions of the proposed purchase and sale of the real property hereafter described. This letter does not contain all matters upon which agreement must be reached in order for the transaction to be consummated, but is intended solely as an outline of certain material provisions. The proposed terms of the parties' understanding are as follows:

**1. Parties**

The buyer will be Silver State Investors, LLC, a special purpose entity and subsidiary of Alpine Corporation, Inc ("Alpine"), or its nominee ("Buyer"). The owner and seller of the property is Mono County, a political subdivision of the state of California ("Seller").

**2. Property**

Buyer will purchase the premises located at 71 Davison Road, Mammoth Lakes, CA, 93546 including the land and all buildings, fixtures, improvements, amenities, rights, minerals and mineral rights, privileges, hereditaments, and easements appertaining thereto, and all licenses, authorizations and permits issued or approved by any governmental authority relating to the operation or ownership of the premises (the "Property").

**3. Purchase Price**

Buyer will pay \$1,000 for the Property on the Closing Date hereafter described.

**4. Bid Security**

A check made payable to Mono County, in the amount of one thousand dollars (\$1,000) accompanies this letter as security for Buyer's bid.



## 5. Deed Restriction and Duration

Buyer will purchase the Property subject to the restriction that the Property will be exclusively used to provide housing to persons of low or moderate income pursuant to Government Code §25539 for a period of not less than thirty (30) years.

## 6. Number of Affordable Units

Subject to Buyer receiving all necessary approvals, Buyer will develop the maximum number of affordable units on the Property.

### Permitted Use

*Zoning District Name:* Residential Multi-Family 2 (RMF-2) This zone is intended as an area for the development of primarily multiple-family developments.<sup>1</sup>

Buyer intends to develop the Property as a Residential Multi-Family property.

### Density

*General Plan Land Use Classification*

*Implemented by Zoning District:* High Density Residential 2 (HDR-2).<sup>2</sup>

*RMF-2 Lot Size Requirement:* 40,000 square feet.<sup>3</sup>

The Property is 9,717.66 square feet (as per the survey attached as Annex A). Given that the Property was legally created (as per the Deed and Subdivision Map attached at Annex B), the Property may continue to be used and developed, notwithstanding that the parcel size is below the 40,000 square feet threshold.<sup>4</sup>

*Permitted Number of Units:* Buyer intends to develop the maximum number of units (being 4 or 5, if the existing use is continued).<sup>5</sup>

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<sup>1</sup> Mammoth Lakes Code of Ordinances 17.16.030 (*Zoning Map Adopted*)

<sup>2</sup> *Ibid.*

<sup>3</sup> *Ibid.*

<sup>4</sup> Mammoth Lakes Code of Ordinances 17.100.030(C) (*Continuation and Maintenance*) provides, "A parcel that was legally created but that does not conform with the property development standards for the zone in which the parcel is located shall be deemed to be a legal nonconforming parcel and may be used, developed, and maintained, except as otherwise provided in this chapter."

<sup>5</sup> Permitted number of units is 4, including the density bonus allocated for affordable housing development. Table 17.20.030 (*Residential Zoning Districts Development Standards*) of the Mammoth Lakes Code of Ordinances permits 12 units per acre for properties designated RMF-2. The Property is 9,717.66 sf. Therefore, 2.677 units are permitted on the Property. Paragraph A (*Density Requirements*) of Table 17.20.030 provides, "[w]hen the density calculation results in a fraction or decimal [...] in the RMF-1 and RMF-2 zones and the fraction or decimal exceeds 66 percent of a unit, it shall be rounded up to the next higher whole number." The permitted units on the Property will be rounded up to 3 units. Given that Buyer intends all units to be deed restricted for "lower income households" as defined in Section 50079.5 of the Health and Safety Code, Government Code Section 65915

## Parking

Buyer intends to include one onsite covered or garage parking space per one-bedroom unit and two parking spaces per two/three bedroom unit.<sup>6</sup>

## 7. Population to be served

This proposal consists of a four-unit, multi-family rental project, affordable to households making up to 80 percent of AMI. The affordability range of the project most directly addresses the housing needs of more than 50 percent of Mono County resident workers in rental accommodation, namely those workers staffing winter sport facilities (26%), those workers active in hospitality & housekeeping (17%) and those employed in government positions (13%)<sup>7</sup>. While renters' primary concerns in selecting a home, as published in Mono County's most recent housing assessment, were affordability and commuting distance, renters also expressed concerns over home utilities efficiency and weatherization, as well as the availability of covered parking. This is why Buyer is delighted to include in this proposal energy efficient windows and a single garage space for each unit.

## 8. Buyer's Prior Experience Developing Affordable Housing

### About Alpine Corporation

Alpine is a privately held real estate investment firm that acquires, manages, develops, and has owned Class A, B and C multi-family and mixed-use properties. Established in Lake Tahoe in 1996, Alpine's management team represents more than 60 years of experience in real estate and has consistently delivered superior annual returns for its private investors through a proven strategy focused on capital preservation and steady, sustainable growth. Leveraging the deep relationships and "reputation capital" forged by Alpine's team in the multi-family industry over the years, Alpine attributes its success to four simple factors:

(1) *Conservative Acquisition Strategy*

Alpine takes a methodical approach to sourcing developable low-risk workforce housing buildable land and Class A, B, and C apartments in growth communities.

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provides that the maximum density bonus of 35% may be applied to the Property, allowing for an additional 1.4 units, for a total of 4 units.

<sup>6</sup> Government Code Section 65915(p) provides, "county shall not require a vehicular parking ratio, inclusive of handicapped and guest parking, of a development meeting the [other relevant criteria for affordable housing], that exceeds the following ratios: (A) Zero to one bedroom: one onsite parking space. (B) Two to three bedrooms: two onsite parking spaces."

<sup>7</sup> Data from the BBC Research and Consulting *Mono County Housing Needs Assessment and Residential Survey*, October 27, 2017

(2) *Property Management During Acquisitions*

Unlike many of its competitors, Alpine is closely aligned with its property management division. This relationship gives Alpine an advantage during property acquisition, development, and ownership that enables fluid communication into the management process.

(3) *Disciplined Investment & Asset Management*

Investment discipline has been a hallmark of Alpine since its inception.

(4) *Creating a Team of Experts*

Alpine has put together an exceptional team of experts, whose experience in developing properties in high altitude construction will prove invaluable to the Davison Road project, including:

- Civil Engineers
- Land Entitlement, Transactional and Water Rights Attorneys
- Architects, Land Entitlement Consultants and General Contractors
- Environmental, Soil and Asbestos Studies Experts
- Utility Consultants

### **Previous Experience**

Alpine CEO, Patrick Taylor, has over 35 years' experience in property financing, development, redevelopment and management. He began his career developing single-family homes in Palm Springs, California, in 1983, expanding his business into residential and commercial private financing in 1986, by providing financing to thousands of homes and commercial buildings in southern California and the Lake Tahoe basin while working as a loan officer for Directors Mortgage Corporation. Patrick is passionate about working in mountain resort communities, with the specific needs of a workforce dependent on seasonal employment. He is committed to developing and strengthening partnerships with local communities and local government to deliver ethical and financially prudent real estate opportunities that are tailored to local weather, employment and social needs.

With years of financing experience, Patrick launched Alpine in 1996, initially focusing on single-family homes and commercial development and expanding the business into multi-family acquisition, (re)development and property management in 2000.

Under Patrick's skilled leadership, Alpine has completed development and redevelopment projects valued in excess of \$9.8 million. A summary of Alpine's completed projects is attached at Annex C.

Alpine has ramped-up its commitment to affordable housing development and is currently involved in five projects to develop a total of 1,484 affordable housing units valued at approximately \$365 million. A summary of Alpine's current projects is attached at Annex D.

## **9. Plan and Timeline for Developing the Property**

Buyer will use best efforts to begin redevelopment of the Property as soon as reasonably possible following Closing, subject to obtaining all necessary permits and weather conditions associated with the unique situation of the property in the eastern Sierra.

## **10. Title Report and Title Insurance.**

Within thirty (30) days after the date that Seller and Buyer execute the purchase and sale agreement (the "Effective Date"), Seller will deliver to Buyer, at Seller's sole cost and expense, a commitment for an ALTA Owner's Policy of Title Insurance, Standard Form B with endorsements as required by Buyer, issued by the Title Company covering the Property, together with a legible copy of each Schedule B Exception cited therein (collectively, the "Title Commitment"). Buyer will have fifteen (15) days after receipt of the Title Commitment to object to any and all exceptions and matters shown therein ("Title Defects"). Any exceptions and matters not so objected to will be deemed accepted and approved by Buyer (the "Permitted Encumbrances"). Seller will have thirty (30) days to remove any Title Defects or obtain affirmative coverage to Buyer's satisfaction. If Seller fails to do so, Buyer may at its exclusive remedy elect to terminate the transaction by written notice with five (5) business days after expiration of the 30-day period.

Upon closing of the transaction (the "Closing") Seller will deliver to Buyer an ALTA Form Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price insuring title in the Buyer or Buyer's nominee, subject only to Permitted Encumbrances (the "Title Policy"). The cost of all special endorsements requested by Buyer and Buyer's agents shall be at the cost of the Buyer. Title will be transferred by warranty deed.

## **11. Due Diligence Contingency**

Buyer will have a period of ninety (90) days from the parties' execution of the purchase and sale agreement to perform soil analysis, surveys, environmental analysis, obtain third party approvals, zoning inspections, and other such due diligence and Buyer in its sole discretion deems necessary in the purchase of the Property (the "Due Diligence Period"). Buyer will be permitted full access to the Property and Seller's documents and records concerning the Property during normal business hours, subject to customary obligations of nondisclosure to be set forth in the purchase and sale agreement. Buyer will indemnify Seller for all liability arising out of Buyer's due diligence inspections and will carry general liability insurance in commercially reasonable amounts and provide proof of same to Seller upon request. Buyer may terminate the agreement in writing on or prior to expiration of the Due Diligence Period in the event it is not satisfied with the results of its inspections, in its sole discretion.

## **12. No Financing Contingency**

Buyer's obligation to purchase the Property is not contingent upon Buyer obtaining financing. Buyer will pay the purchase price in cash.

### **13. Closing Date**

The purchase and sale transaction will close within thirty (30) days after expiration of the Due Diligence Period.

### **14. Seller Representations and Warranties**

The purchase and sale agreement will include customary warranties and representations concerning the Property, including:

- (i) that there are no outstanding governmental notices or orders as to zoning violations, building code violations, or other violations of applicable laws;
- (ii) that there is no pending or, to Seller's knowledge, threatened litigation concerning Seller or the Property;
- (iii) that to Seller's knowledge, the Property does not contain any hazardous substances or environmental contaminants in violation of applicable federal, state or local laws;
- (iv) that the sale of the Property will be duly authorized in accordance with law and in accordance with Seller's corporate authority; and
- (v) that the Property will be sold to Buyer free of any leases or tenancies and possession will be delivered to Buyer on the Closing Date.

Except as otherwise set forth in the purchase and sale agreement and deed, Seller is selling the Property to Buyer, and Buyer is purchasing the Property from Seller, in "as is" condition with all faults.

### **15. Risk of Loss**

Risk of loss will be borne by Seller until Closing. However, in the event of damage to the Property by insured casualty less than 2% of the Purchase Price, Buyer and Seller will proceed with the transaction by Seller will assign all insurance proceeds to Buyer and a reduction in the Purchase Price will be made in proportion to the amount of such damage in excess of the insurance proceeds.

### **16. Prorations**

All taxes, utilities and other charges of the Property will be prorated as of the Closing Date by the escrow agent. Customary utility holdback will be required unless proof of final payment is provided on or prior to the Closing Date.

### **17. Closing Costs**

Seller will pay all real estate taxes through the Closing Date, the title examination and commitment fees, one-half the escrow fee and insurance premium, all transfer stamps and taxes, and any other charges customarily borne by sellers in the county in which the Property is located. Buyer will pay the cost to record the Deed, one-half the escrow fee and insurance premium, and any other charges customarily borne by buyers in the county in which the Property is located.

**18. Purchase & Sale Agreement**

Seller will provide the first draft of the Purchase & Sale Agreement.

**19. Assignment**

Neither party may assign any of its rights or obligations in the transaction without the prior written consent of the other party.

**20. Brokers**

Buyer represents and warrants that no broker was involved in this transaction or is entitled to a commission or fee as a result of acting for Buyer in this transaction. Seller has listed the Property with a licensed real estate broker and will pay any commission to such broker in a separate agreement.

**This is a non-binding letter of intent. This letter is not intended to create an enforceable agreement between the parties or obligate either party to purchase or sell the Property, as the case may be, or otherwise cause either party to incur any liabilities or obligations to the other in any manner whatsoever.**

If the foregoing accurately reflects terms upon which Seller would be willing to sell the Property to Buyer, please so indicate by signing the original and duplicate of this letter, and returning a fully-executed copy to Buyer at the following address:

PO Box 11224  
Zephyr Cove, NV 89448

so that our respective counsel can promptly commence work on the definitive binding purchase and sale agreement for this transaction.

Sincerely,

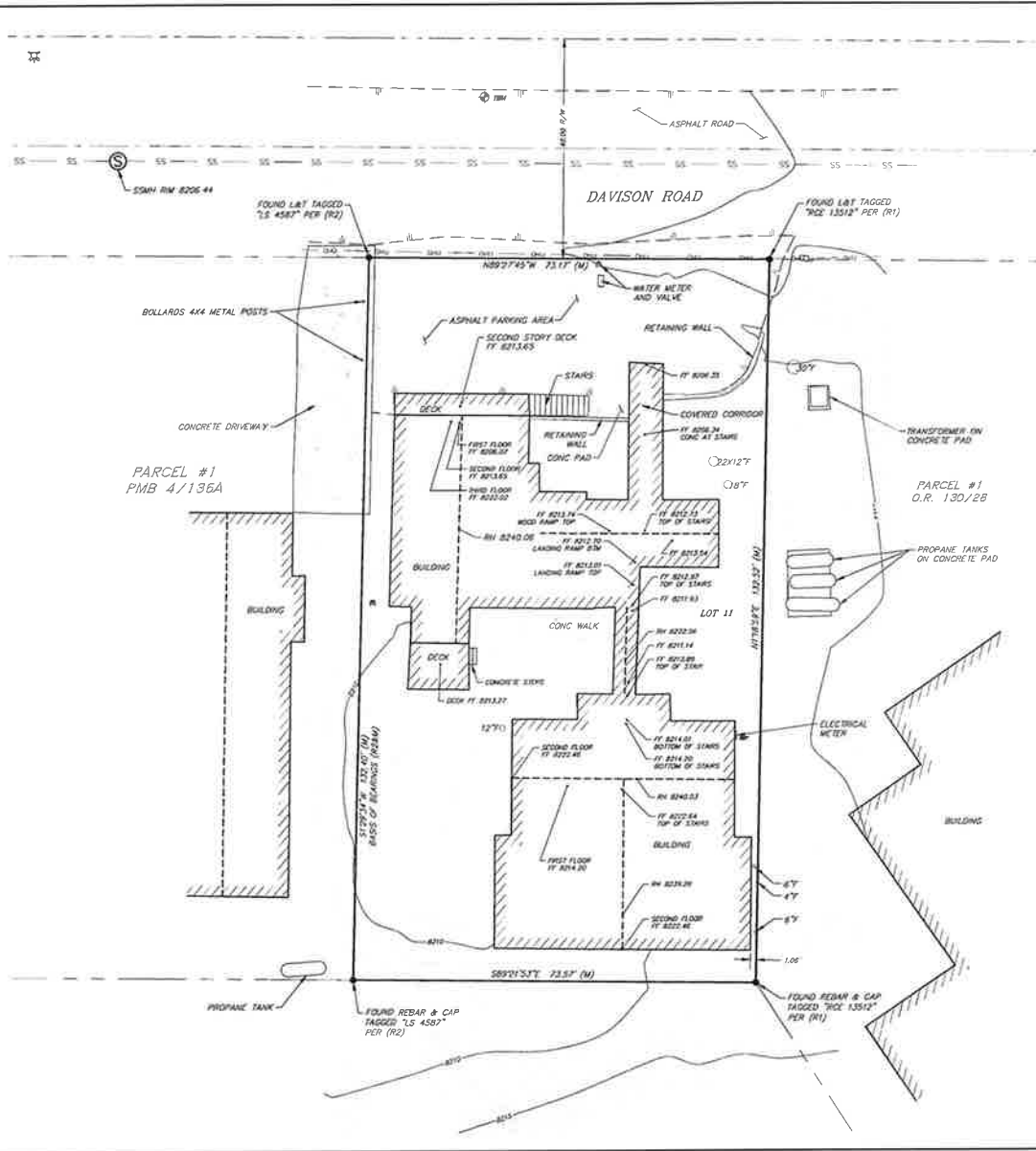
By:   
For and on behalf of: **Silver State Investors, LLC**

Accepted:

This \_\_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_  
For and on behalf of: **Mono County**, a political  
subdivision of the state of California

**Annex A**  
**Survey of 71 Davison Street, Mammoth Lakes**



**LEGEND**

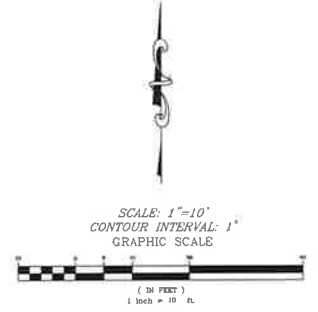
---	PROPERTY LINE
---	CENTERLINE
---	EDGE OF PAVEMENT
●	FOUND MONUMENT AS NOTED
○	SET MONUMENT AS NOTED
○	TREE TYPE & SIZE P-PINE/T-FR-F-SHAG
---	EXISTING GROUND CONTOUR & ELEV.
---	EXISTING GROUND SPOT ELEVATION
⊕	FIRE HYDRANT
⊕	IRRIGATION CONTROL VALVE
⊕	WATER VALVE BOX
⊕	SEWER MANHOLE
---	EXISTING SCHERLINE
---	OVERHEAD UTILITIES
⊕	TEMPORARY BENCHMARK PER TOWN DATUM. (MAG WALL EDGE OF PAVEMENT & OF DOOR) ELEVATION=8205.59'

**LOT 11 PARCEL MAP No. 36-194**

9717.66 sq. ft.  
±0.22 ACRES

**BOUNDARY INFORMATION**

(M) = MEASURED INFORMATION PER FIELD SURVEY (6/16/17)  
(R1) = TMB 9/29  
(R2) = PMB 4/136



I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA, THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, IN JUNE 2017 AND THAT THIS MAP DOES NOT INCLUDE EASEMENTS EXCEPT THOSE SPECIFICALLY DELINEATED HEREON.

IF UNDERGROUND UTILITIES, ZONE SETBACK AND STREET WIDENING DATA ARE SHOWN HEREON, IT IS FOR INFORMATION ONLY, HAVING BEEN OBTAINED FROM AVAILABLE SOURCES NOT CONNECTED WITH THIS CORPORATION. THEREFORE, NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SAID INFORMATION.

JOHN R. WILLIAMS L.S. 8241

**th**  
Lital/Thomas ASSOC.  
Civil Engineering  
and Surveying  
MAMMOTH LAKES  
BISHOP  
REDWOOD CITY

PREPARED BY: [Signature]

DATE: 06/23/17

SCALE: 1"=10'

MDS

01-414B

1

TOWN OF MAMMOTH LAKES, MONO COUNTY, STATE OF CALIFORNIA

**LOT 11 PARCEL MAP No. 36-194**  
**BOUNDARY & TOPOGRAPHIC SURVEY**



**Annex B**  
**Deed & Subdivision Map**

ALL DEEDS REQUESTED BY  
TNYE-MONO TITLE COMPANY

COUNTY OF MONO  
P.O. BOX 2619  
MAMMOTH LAKES, CA 93546

97 DEC 5

FEE: \$10.00

105572Y

105572DB

IF ALL ABOVE REVIEWS ARE ACCEPTED USE

### Grant Deed

DOCUMENTARY TRANSFER TAX \$ 302.50  
X XXXX TOWN OF MAMMOTH LAKES  
11-070-11  
X

FOR A VALUABLE CONSIDERATION TO VERNON M. CADY

GRANTOR: COUNTY OF MONO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

TOWN OF MAMMOTH LAKES  
MONO LOT 11 OF ADDITION NO. 3,  
TIMBER RIDGE ESTATES SUBDIVISION, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF AN ALLEY, ADJACENT ON THE SOUTH ABANDONED BY MONO COUNTY RESOLUTION 20-71, DATED APRIL 20, 1971, A CERTIFIED COPY RECORDED JUNE 2, 1971 IN BOOK 123 PAGE 423, AND SEPTEMBER 30, 1973 IN BOOK 128 PAGE 180, THAT WOULD PASS BY A CONVEYANCE OF SAID LOT 11.

SEPTEMBER 2, 1997

*Vernon M. Cady*  
VERNON M. CADY

XXXXXXXX NEVADA  
WASH DC  
SEPTEMBER 18, 1997

VERNON M. CADY

*Vernon M. Cady*



BEST COPY AVAILABLE

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed dated September 2, 1997, from Vernon M. Cady to the County of Mono, a political subdivision of the State of California, a copy of which is attached hereto, is hereby accepted by Mono County and that the grantee (Mono County) consents to recordation thereof by its duly-authorized agent, Inyo-Mono Title Company.

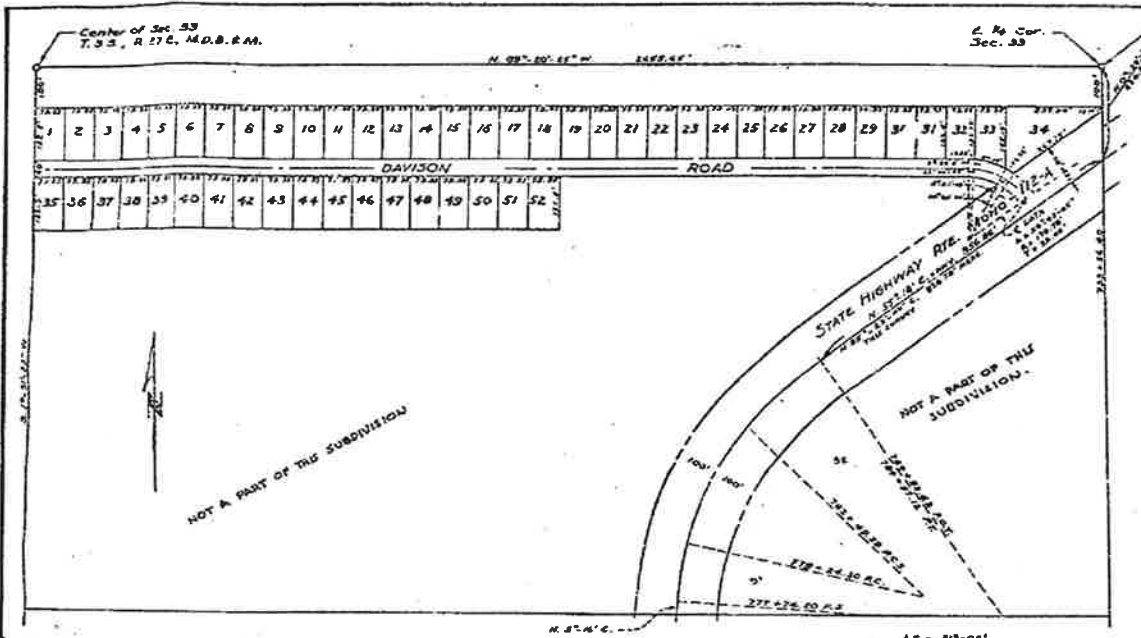
Dated: 11/20/97

COUNTY OF MONO

By: Tom Farnetti  
Tom Farnetti, Chairman  
Mono County Board of Supervisors

APPROVED AS TO FORM:

[Signature]  
COUNTY COUNSEL



WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND AND WE HEREBY CONSENT TO THE MAKING AND RECORDING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE COLORED BORDER LINE AND WE HEREBY OFFER FOR DEDICATION FOR PUBLIC USE FOR STREET PURPOSES THE STREET SHOWN UPON THE MAP.

*Lou Quinn Davison*  
LOU QUINN DAVISON

*Mildred L. Davison*  
MILDRED L. DAVISON

*Milton Malcolm Greenshields*  
MILTON MALCOLM GREENSHIELDS

CONTINENTAL AUXILIARY COMPANY, AS TRUSTEE IN DEED OF TRUST RECORDED NOVEMBER 13, 1956 IN BOOK 36, PAGE 137, OFFICIAL RECORDS.

*Continental* AND *None*

STATE OF CALIFORNIA }  
COUNTY OF MONO } ss.

ON THIS 1 DAY OF June 1957, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED LOU QUINN DAVISON, MILDRED L. DAVISON, AND MILTON MALCOLM GREENSHIELDS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.

*Harvey E. Nissen*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.  
My Commission Expires April 12, 1960

I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF ONE (1) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING JULY OF 1956 AND MAY OF 1957; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

*Frank J. Miller*  
LICENSED LAND SURVEYOR NO 2531

NOTE:  
BASIS FOR BEARINGS FROM RECORD OF SURVEY MAP FILED IN VOLUME I OF MAPS, PAGE 39, RECORDS OF MONO COUNTY.

AC = 37°-02'  
BC = 600'  
LC = 324.38' LC = 247.85'  
D = 60°00' D = 47°-00'  
TL = 269.16' TL = 408.21'

STATE OF CALIFORNIA }  
COUNTY OF MONO } ss.

I *Frank J. Miller* COUNTY CLERK AND EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS OF MONO COUNTY DO HEREBY CERTIFY TO THE COUNTY RECORDER OF MONO COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE THE PAYMENT OF TAXES AND ASSESSMENTS ON THE LAND COVERED BY THIS MAP. DATED THIS 3rd DAY OF June 1957

*Frank J. Miller*  
COUNTY CLERK AND EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS.

FILED JUN -5 1957  
5 5 19th Part 2 PM  
*M. M. Smith*  
Mono Co. H. - 1000

STATE OF CALIFORNIA }  
COUNTY OF MONO } ss.

I *Frank J. Miller* COUNTY AUDITOR OF THE SAID COUNTY OF MONO, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THE LANDS SHOWN ON THIS MAP, OR ANY PART THEREOF, FOR UNPAID STATE OR COUNTY TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET DUE AND PAYABLE.

DATED THIS 3rd DAY OF June 1957

*Frank J. Miller*  
COUNTY AUDITOR

STATE OF CALIFORNIA }  
COUNTY OF None } ss.

ON THIS 2nd DAY OF May 1957, BEFORE ME THE UNDERSIGNED APPEARED Timber Ridge Estates KNOWN TO ME TO BE THE None AND None KNOWN TO ME TO BE THE None OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN NAMED, AND ACKNOWLEDGED TO THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

WITNESS MY HAND AND OFFICIAL SEAL.

*Harvey E. Nissen*  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.  
June

**TIMBER RIDGE ESTATES  
SUBDIVISION**

BEING A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 27 EAST, M.D.B. & M.



"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

SAFECO TITLE INSURANCE COMPANY

**Annex C**  
**Alpine Completed Projects**

## Previous Experience and Track Record of Patrick Taylor

### And Alpine Inc.

I initially developed single family homes in Palm Springs, California starting in 1983. I partnered with one investor who provided funding and I did the land acquisition, project management, and development of four homes. We sold each home when completed and made a substantial profit on each.

I expanded into residential and commercial mortgage banking in 1986 and financed thousands of homes and commercial buildings in Southern California and Lake Tahoe while working for Directors Mortgage Corporation.

In 1996, I formed Alpine Inc. a residential and commercial Mortgage banker based in South Lake Tahoe.

In 2000 I expanded the business into multifamily acquisition, development, and property management.

Name	Date of Purchase	Purchase Price	Date sold	Sales Price or Value	Amount of Profit	Profit percentage
Lincoln Park	1996	\$900,000.00	N/A	\$1,700,000.00	\$800,000.00	47%
Nevada Royale	9-2000	\$1,785,000.00	3-2015	\$2,350,000.00	\$565,000.00	32%
Cave Rock Court	3-2001	\$1,400,000.00	6-2002	\$2,100,000.00	\$700,000.00	50%
Kensington Park	2-2006	\$950,000.00	1-2010	\$1,200,000.00	\$250,000.00	26%
Heritage Circle	2-2006	\$750,000.00	12-2012	\$833,000.00	\$83,000.00	11%
Oakwood I	2-2006	\$600,000.00	1-2013	\$833,000.00	\$233,000.00	39%
Oakwood II	2-2006	\$600,000.00	1-2013	\$833,000.00	\$233,000.00	39%

I've held a California Real Estate Salesperson license since 1987 and attended many Real Estate conferences as well as had extensive training in all aspects of Real Estate including the following college courses:

1. Real Estate Principles
2. Real Estate Office administration
3. Real Estate Finance
4. Legal aspects of Real Estate
5. Real Estate Property Management
6. Mortgage Loan Brokering and Lending
7. Agency and Ethics
8. Predatory Lending
9. Real Estate Taxes
10. Business Law

**Annex D**  
**Alpine Current Projects**

# Alpine Corporation, Inc.

Post Office Box 11224  
Zephyr Cove, Nevada USA 89448  
[Info@Alpine-Corp.com](mailto:Info@Alpine-Corp.com); 775.588.7824

## About Alpine Corporation

Alpine Corporation is a privately held real estate investment firm that acquires, manages, develops, and has owned Class A, B and C multi-family and mixed-use properties. Established in Lake Tahoe in 1996, our management team represents more than 60 years of experience in real estate and has consistently delivered superior annual returns for our private investors through a proven strategy focused on capital preservation and steady, sustainable growth. Leveraging the deep relationships and “reputation capital” forged by our team in the multi-family industry over the years, we attribute our success to four simple factors:

### (1) Conservative Acquisition Strategy

We take a methodical approach to sourcing developable low-risk workforce housing buildable land and Class A, B, and C apartments in growth communities.

### (2) Property Management During Acquisitions

Unlike many of our competitors, Alpine Corporation is closely aligned with our property management division. This relationship gives us an advantage during property acquisition, development, and ownership that enables fluid communication into the management process.

### (3) Disciplined Investment & Asset Management

Investment discipline has been a hallmark of Alpine since its inception.

### (4) Creating a Team of Experts

- Civil Engineers
- Land Entitlement, Transactional and Water Rights Attorneys
- Architects, Land Entitlement Consultants and General Contractors
- Environmental, Soil and Asbestos Studies Experts
- Utility Consultants





**M. PATRICK TAYLOR**  
**CEO**

Mr. Taylor leads all operational functions and directs the strategic direction of Alpine Corporation based on extensive and varied experience with real estate acquisitions, development, management, and real estate financing. Mr. Taylor is committed to developing and strengthening relationships and delivering ethical and financially prudent real estate opportunities that deliver highly rewarding opportunities for all involved.

**Current Projects**

- A. Late Summer/Early Fall 2018: Two (2) multi-family development projects in Aspen, CO that qualify for affordable housing credits from the City of Aspen. Total \$45m for both subdivided projects consisting of 64 units, underground parking and 1, 2 and 3-bedroom condos.
- B. Late Summer 2018: \$30m development in Tahoe City (N. Lake Tahoe), CA. Subdivided market-rated and affordable housing for resort worker tenants. Local government solidly behind development project consisting of 60 condo units (15 A.H.; 45 M.R.) with underground parking.
- C. Late Summer 2018/Spring 2019: \$175m in land and development for two (2) subdivided, multi-family development projects to provide ample and affordable resort worker housing for the Mammoth Lakes Resort, CA consisting of: 1) 420 units (1, 2 and 3-bedroom townhome style with attached garages); and 2) 400 units (1, 2 and 3-bedroom townhome style with attached garages).
- D. Late Summer 2018: \$40m multi-family development project to provide affordable housing for resort workers at resort locations near Carbondale, CO (RVR 180 units).
- E. Fall 2018/Spring 2019: \$75m multi-family development project to provide affordable housing for resort workers in greater Reno, NV area within reasonable proximity to several major resorts in or near Lake Tahoe and part of a 5,000-home development. This project will include 360 unit (1, 2 and 3-bedroom) townhome style with attached garages.

## **Future Projects**

### **Heavenly View Estates; Stateline, NV**

... a workforce housing project consisting of 420 units (1, 2, and 3-bedroom townhome style with attached garages) on a 22.5-acre site. These units will be built as town house style apartments that can be subdivided and sold as individual units in the future. Start of construction planned for May 2019.

### **River Valley Ranch; Aspen, CO**

... a 180-acre parcel near Aspen Colorado with an 18-hole golf course that includes a clubhouse as well as a restaurant to include 180-200 units (1, 2, 3, and 4-bedroom townhome style work force housing with attached garages) on a 13-acres parcel. Ground breaking planned for July 2019.

### **110 Lake Parkway; Heavenly Valley/Lake Tahoe Resort, Stateline, NV**

... up to a 150-unit project subdivided into 37 units of workforce housing and 113 market-rated apartments/condominium units (1, 2, and 4-bedrooms) with covered parking. All units, residential and retail, will be built and subdivided as individual parcels. 7000 SF high-end, top floor restaurant and three ground floor retail spaces with drive thru lanes and a fourth drive thru lane for a Wells Fargo ATM. Panoramic views of Lake Tahoe and Heavenly Valley Ski Resort. Located 1/4 mile from Lake Tahoe shore, 1/2 mile from Heavenly Valley Ski resort, and across street from Edgewood Country Club Golf Course. Start of construction planned for May 2020.

### **Shady Rest Apartments #1; Mammoth Lakes Resort, CA**

... a 25-acre parcel with 420 units (1, 2 and 3-bedroom) of workforce housing in townhome style apartments with attached garages. Start of construction should be July 2020.

### **Shady Rest Apartments #2; Mammoth Lakes Resort, CA**

... a 20-acre parcel with 400 units (1, 2 and 3-bedroom) of workforce housing in townhome style apartments with attached garages. Start of construction should be July 2020.

# ALPINE CORPORATION

## Performance & Past Projects

### Nevada Royale – Affordable Housing

**Purchase Date:** September 2000  
**Purchase Price:** \$1,785,000  
**Sale Date:** May 2015  
**Sale Price:** \$2,350,000  
**Profit Amount:** \$565,000  
**Profit Percentage:** 32%  
**Type of Project:** Redevelopment



### Cave Rock Court

**Purchase Date:** March 2001  
**Purchase Price:** \$1,400,000  
**Sale Date:** June 2002  
**Sale Price:** \$2,100,000  
**Profit Amount:** \$700,000  
**Profit Percentage:** 50%  
**Type of Project:** Development



### Kensington Park—HAP Contract

**Purchase Date:** February 2006  
**Purchase Price:** \$950,000  
**Sale Date:** January 2010  
**Sale Price:** \$1,200,000  
**Profit Amount:** \$250,000  
**Profit Percentage:** 26%  
**Type of Project:** Redevelopment



### Heritage Circle—HAP Contract

**Purchase Date:** February 2006  
**Purchase Price:** \$750,000  
**Sale Date:** December 2012  
**Sale Price:** \$833,000  
**Profit Amount:** \$83,000  
**Profit Percentage:** 11%  
**Type of Project:** Redevelopment



## Oakwood I—Section 8

**Purchase Date:** February 2006  
**Purchase Price:** \$600,000  
**Sale Date:** January 2013  
**Sale Price:** \$833,000  
**Profit Amount:** \$233,000  
**Profit Percentage:** 39%  
**Type of Project:** Redevelopment



## Oakwood II—Section 8

**Purchase Date:** February 2006  
**Purchase Price:** \$600,000  
**Sale Date:** January 2013  
**Sale Price:** \$833,000  
**Profit Amount:** \$233,000  
**Profit Percentage:** 39%  
**Type of Project:** Redevelopment



# Willowbrook Partners, LLC

A real estate investment firm

October 4, 2018

Clear of the Board of Supervisors Courthouse Annex I  
P.O. Box Box 715  
Bridgeport, CA 93517

RE: 71 Davison Road, Mammoth Lakes, CA

Please find enclosed the offer for the above referenced property. We are a real estate investment firm with over 30 years experience. We have acquired numerous investment properties ranging from single family homes, vacant land, commercial buildings to a 148 unit tax credit apartment complex.

If you should have any questions please feel free to contact me directly at my cell (805) 402-5737 or (818) 264-1330. Thank you.

Sincerely,

WILLOWBROOK PARTNERS, LLC



Michael A. Ortiz  
Managing Member  
MAO/nrd

Encl:

# PURCHASE AGREEMENT

On the 4th day of October, 2018

Willowbrook Partners, LLC (Buyer) agrees to buy and Seller (Seller) agrees to sell improved real property known as **71 Davison Road, Mammoth Lakes, CA 93546**, in the County of Los Angeles, together with all personal property, fixtures, leases, and other appurtenances owned by Seller or its related entity, and relating to the use and ownership thereof (collectively, the "Property") for a price of **\$161,100.00 ALL CASH** at the close of escrow.

1. Purchase Price: \$161,500.00 **ALL CASH** at the close of escrow.
2. Deposit: Buyer submits \$1,000 cashiers check payable to Mono County with offer. Upon execution of this Offer letter by both parties, Purchaser shall deposit the sum of \$20,000 with Land America Lawyers Title Company ("Lawyers Title"), Westlake Village Branch, Attn. Shirley Franks (805) 484-2701 Ext. 275, email: Shirley Franks <SFranks@ltic.com>.
3. Condition of Property: Purchaser to Purchase Property in its current "AS IS" condition.
4. Due Diligence Period and Inspections: Purchaser shall have six (6) business days from opening of escrow to conduct the investigations and inspection of the Property as Purchaser requires and described herein, and may at any time during the Due Diligence Period terminate the definitive purchase agreement by written notice to Seller at which time the Deposit would be refunded to Purchaser.
5. Closing: Escrow shall close within 14 business days after removal of contingencies.
6. Cost and Expenses: Seller shall pay the cost of recording the deed to the Property, transfer tax relating to the transfer of the Property and the cost of providing Purchaser with a Policy of Title Insurance issued by Lawyers Title Company. Escrow fees shall be split equally between Seller and Purchaser. Each party shall otherwise bear its own expenses, including any legal fees. Escrow company to be Lawyers Title Company. Seller shall deliver free and clear title to the property upon close of escrow. This agreement is subject to Purchaser approving the Title Report within 4 business days after receipt of a full Title Report (including copies of all underlying documents and plotting all easements) issued by Lawyers Title Company.
7. Disclosure: Seller is aware that one or more of Purchaser's principals, stockholder, owners or partners is, are or may be a licensed California Real Estate Broker and is acting as a principal in this transaction.
8. Offer Expiration: This offer shall expire on December 31, 2018 or upon Mono County making the decision to sell the property to bonafide Purchaser, which ever occurs first.
9. Time is of the essence in this Agreement.

The definitive transaction shall be subject to the parties executing escrow instructions which shall contain terms, conditions and covenants as are customary and appropriate for a transaction of the type contemplated hereby. The person executing this Agreement on behalf of Seller has the authority to enter into this Agreement and to consummate the contemplated transaction.

IN WITNESS herein the parties hereto have executed this Purchase Agreement on the date first written above.

SELLER:

BUYER:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

November 6, 2018

Mono County Board of Supervisors  
Or to whom it may concern:

71 Davison Property Bid  
Mono APN 031-070-011

Offer: A Bid of US\$158,880.00(One hundred fifty-eight thousand, eight hundred, eighty dollars and no cents)  
by Ronald A. McMartin

Thank you

Ronald A. McMartin  
PO Box 1928  
Mammoth Lakes CA 93546  
(760) 934-4736

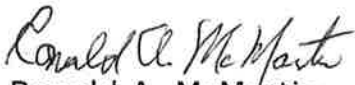
On Tuesday, November 6, 2018 9:01 AM, Ron McMartin <ronmcmartin@yahoo.com> wrote:

Mono County Board of Supervisors  
Or to whom it may concern:

71 Davison Property Bid  
Mono APN 031-070-011

Offer: A Bid of US\$158,880.00(One hundred fifty-eight thousand, eight hundred, eighty dollars and no cents)  
by Ronald A. McMartin

Thank you

  
Ronald A. McMartin  
PO Box 1928  
Mammoth Lakes CA 93546  
(760) 934-4736



Ron McMartin bids  
\$185,000 to  
purchase Davison  
Road Property in  
conformance w/  
R18-66

X Ronald McMartin 10/17/18

Ronald McMartin

OFFICE OF THE CLERK

NOV 13 2018

RECEIVED

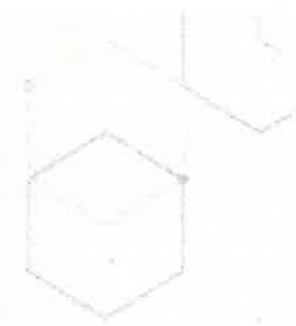
**November 13, 2018**  
**Regular Meeting**  
**Item # 7b**

**CAO**

**SCE - PowerPoint**  
**Presentation**

# SOUTHERN CALIFORNIA EDISON

## Wildfire Mitigation, Safety & Grid Resiliency



Board of Supervisors, County of Mono  
November 13, 2018



Energy for What's Ahead®

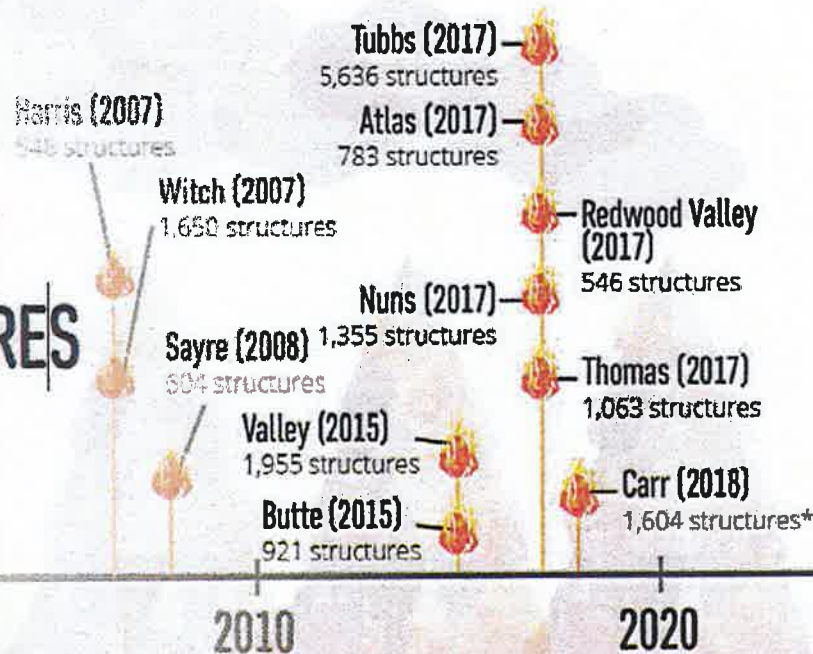


# CALIFORNIA'S WILDFIRE RISK

**Year-Round Fire Season:** Changes to California's climate means that the traditional notion of a fire "season" no longer exists

**Hazardous fuel is building up:** 9M acres of land contain ready-to-burn kindling from nearly 129M trees that have been killed or weakened by drought and bark beetle infestation

**8 OF THE 20  
MOST DESTRUCTIVE  
CALIFORNIA WILDFIRES  
HAVE HAPPENED  
SINCE 2015<sup>v</sup>**



\* Fire uncontained and totals likely to change

**Year-Round Fire Season:** Changes to California's climate mean that the traditional notion of a fire "season" is out of date: The catastrophic 2017 Thomas Fire occurred in December, which had not previously been a destructive month for fires.

# SCE'S WILDFIRE MITIGATION STRATEGY

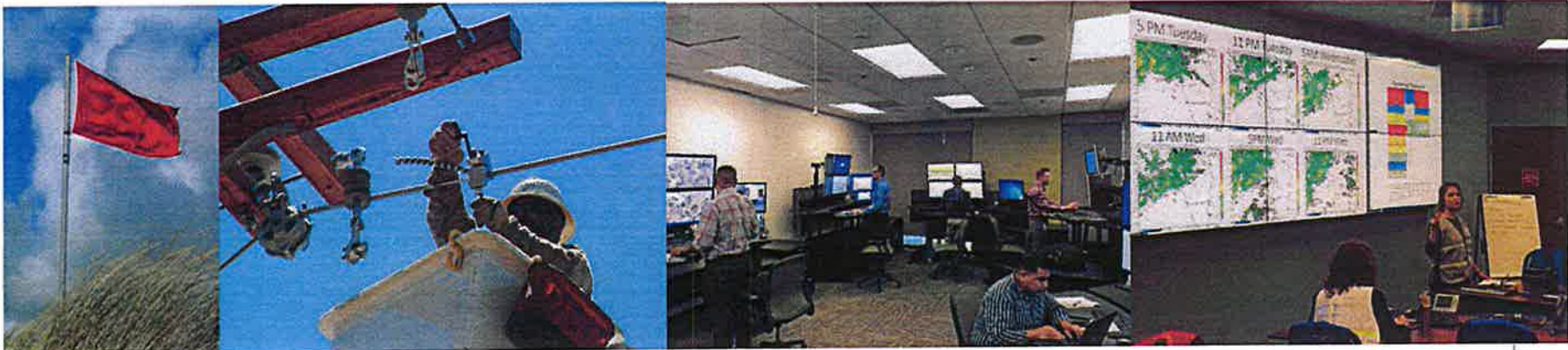
We have long taken substantial steps to reduce the risk of wildfires, and we continue to proactively enhance our operational practices and infrastructure through our comprehensive wildfire mitigation strategy

**Long-Standing  
Operational  
Practices**

**Investing in  
System  
Hardening  
of Electric Grid**

**Bolstering  
Situational  
Awareness  
Capabilities**

**Enhancing  
Operational  
Practices**



# MITIGATION STRATEGY BASED ON FIRE SCIENCE

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- Heat (ignition source & energy level)
- Fuel (material or dry vegetation)
- Oxygen (catalysts or wind gusts)

# SYSTEM HARDENING ELEMENTS

## Hardened System

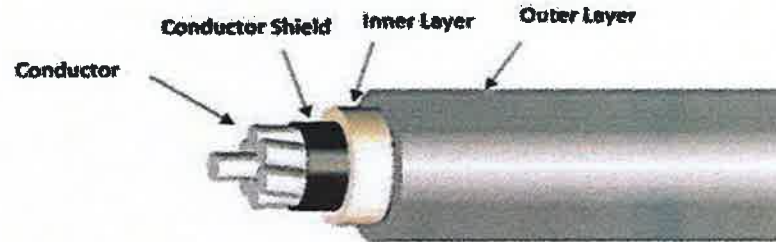


Insulated Wires/  
Covered conductors

Fast-acting fuses

Fire-resistant poles,  
crossarms and  
insulators

## Covered Conductor



## Fast-Acting Fuses



ELF Current  
Limiting Fuse



X-Limiter CLF



# VEGETATION MANAGEMENT

---

- **20+** in-house certified arborists
- **800+** pruning contractors
- **≈ 900,000** trees inspected annually
- **≈ 700,000** pruned per year;  
**400,000** trees in high fire risk areas
- Dead, dying, diseased tree removal;  
total drought and bark beetle trees  
removed in 2017 was **39,000**
- Expanding use of Light Detection  
and Ranging (LiDAR) technology
- Joint patrols with fire agencies

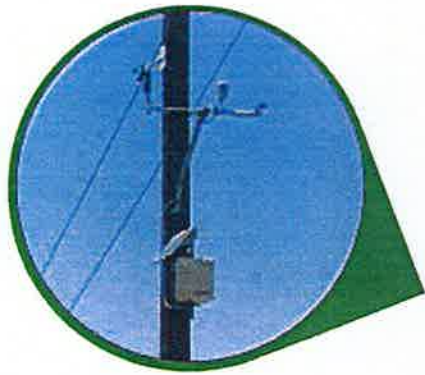


Dead, dying, diseased trees present a hazard and are removed to protect electrical facilities and eliminate risk of fire



# FIRE AND SEVERE WEATHER MONITORING

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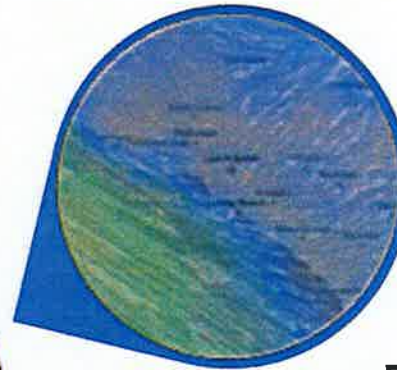
## Weather Stations

- Hi-Res Data
- Local Weather



## Situational Awareness Center

- 24/7 monitoring
- SCE meteorologists



## Advanced Weather Modeling

- Better Forecasting
- Advanced Warning



## Fire Monitoring Cameras

- High-Definition
- Remote-controlled

Fire Cameras: [www.alertwildfire.org](http://www.alertwildfire.org)

# FIRE AND SEVERE WEATHER MONITORING

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Fire Cameras: [www.alertwildfire.org](http://www.alertwildfire.org)

Energy for What's Ahead®

7

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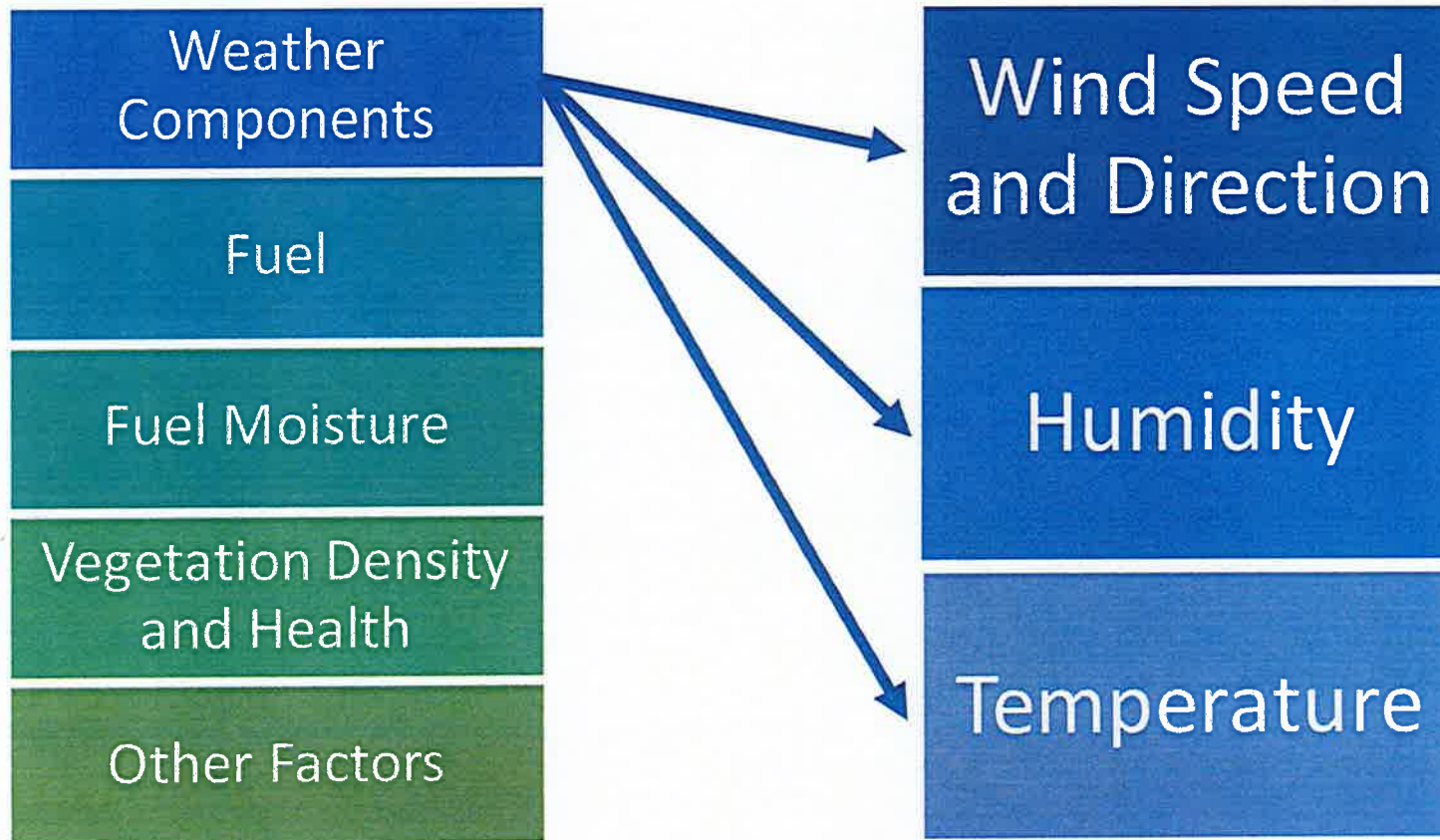
# MITIGATION OF LAST RESORT: PUBLIC SAFETY POWER SHUTOFF

---

- De-energization to **prevent wildfire ignitions**
- Used only in **most extreme weather conditions**. Factors include but are not limited to:
  - Strong Winds – Potential **debris/vegetation blowing** onto conductors
  - Low Humidity
  - High Temperature
  - Limited to impacted circuits in high fire risk areas
- Red Flag Warning **does not** mean a PSPS will be called
- **More frequent use possible** given increased wildfire risk
  - Estimated frequency
  - Duration driven by weather conditions
- **Preparations:** SCE has held workshops with a number of agencies including telecommunications and water services. Ongoing discussions continue

# PSPS USED ONLY DURING EXTREME FIRE CONDITIONS

- **Significantly increased risk of ignition**
- Fires can grow rapidly, burn intensely, and/or erratically



# PUBLIC SAFETY POWER SHUTOFF - CONSIDERATIONS

Many factors inform decision to turn power off. Factors include but are not limited to:

- **Real-time conditions**

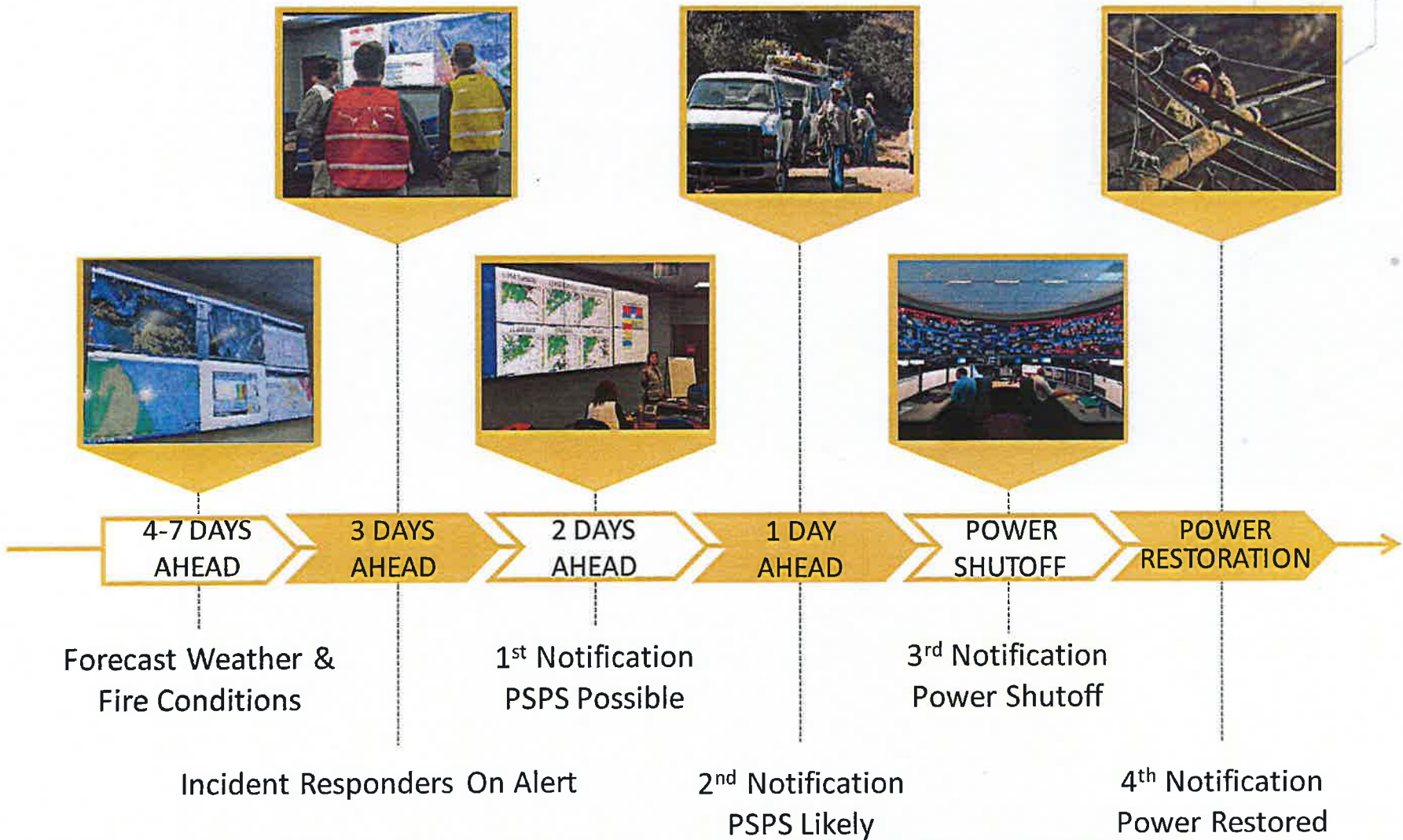
- Weather station data
- Trained field personnel in local area

- **Input from fire authorities and Emergency Management Personnel**

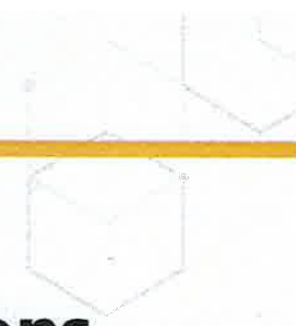
- Evacuation orders / status
- Impact on essential services
- Location of evacuation centers
- Other emergency operations



# PUBLIC SAFETY POWER SHUTOFF: TIMELINE



**NOTE: Actual weather conditions and other circumstances beyond our control may impact coordination and advance notification efforts**



- **Power Outages Can Occur for Many Reasons**

- Maintenance
- Emergency Repairs
- Requests from Fire Agencies
- Natural Disasters

- **Have a Plan and Be Prepared**

- Be Informed
- Plan Ahead
- Take Action

[www.Ready.gov](http://www.Ready.gov)

# Thank You

Energy for What's Ahead®

---



# WILDFIRE MITIGATION AND GRID RESILIENCY

## ENSURING SAFETY AND MAINTAINING RELIABILITY

Southern California Edison's employees work vigilantly year-round to strengthen our system and protect against a variety of natural and man-made threats.

Roughly a quarter of SCE's service territory, covering about 9 million acres, is considered high fire risk. We have long taken substantial steps to reduce the risk of wildfires in our territory and continue to look for ways to improve our operational practices and enhance our infrastructure.

The unprecedented scale of wildfires, like those that hit both Northern and Southern California last year, make it increasingly clear that California needs to take comprehensive steps to strengthen its ability to prevent and suppress wildfires. SCE supports the call to action by Gov. Brown and legislative leaders to address this "new normal" environment and we are committed to being part of the broader solution to this statewide issue.

Prior to the 2017 fires, SCE was already employing robust design and construction standards, vegetation management activities, and operational practices to mitigate wildfire risk, and had established collaborative partnerships with fire agencies to maintain fire safety. SCE is evaluating a variety of tools and technologies to advance fire safety even further throughout our system. In some instances, deployment will take time and may require the approval of SCE's regulators, but SCE remains committed to protecting public safety and maintaining the reliability of our system, which serves approximately 15 million people.

## OPERATIONAL PRACTICES

SCE has operational practices in place to reduce fire risk during extreme weather conditions. When the National Weather Service declares Red Flag Warnings, the company restricts certain types of work and does not automatically re-energize distribution power lines in high fire risk areas after a circuit interruption. Most electric circuit interruptions, or "faults," are momentary, caused, for example, by a bird or metallic balloon making contact with power lines. Under normal conditions, the grid automatically tests the circuit and, if the fault condition no longer exists, the circuit is quickly re-energized. During Red Flag conditions, affected circuits are not automatically re-energized and SCE crews physically inspect the lines before they are re-energized.

Another operational practice that can reduce fire risk is a pre-emptive power shutoff, where a utility shuts down power pre-emptively in limited, high fire risk areas only during the most extreme weather conditions. Because extended power outages create additional risks for essential services and have significant impacts on utility customers, they are sparingly used. In light of increasing wildfire risk, however, SCE is evaluating the more frequent use of this measure during extreme conditions. We are also strengthening our collaboration and partnerships with communities across our service territory to increase awareness of the possibility of a pre-emptive power shutoff and to explore options for enhancing community resilience during major events.

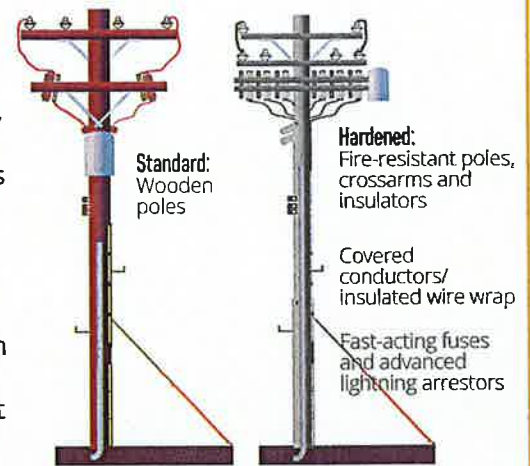


## SYSTEM HARDENING

SCE's system serves 50,000 square miles of Southern, Central and Coastal California and includes more than 1.4 million power poles, with approximately a quarter located in high fire risk areas. In 2013, SCE completed a system-wide meteorological study and used the updated wind speed data to implement new pole designs and construction standards appropriate for expected conditions. SCE then launched a comprehensive pole replacement program in 2014, concentrating first on poles located in areas that posed both high wind and high fire risks, and assessing those poles against the updated wind standards. SCE's pole replacement programs replace up to 30,000 poles annually across SCE's service territory, resulting in a stronger, more resilient system overall. Since 2014 through the beginning of this year, SCE replaced 39,000 poles in high fire risk areas alone in connection with these programs.

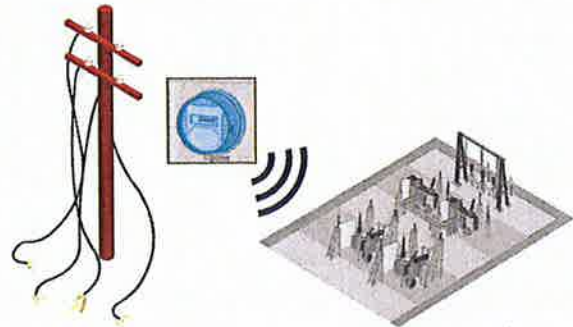
Besides these pole replacement programs, SCE is hardening the design of our infrastructure in other ways. We are increasing the use of fire-resistant poles, composite cross-arms, and covered conductor in select high fire risk areas to enhance the resiliency of our infrastructure and reduce the risk of ignitions, such as wind-borne debris that is blown into our overhead lines.

We will continue to evaluate opportunities, where the geology and terrain permit and other overhead mitigations are not an appropriate solution, to relocate lines underground in high fire risk areas.



## ENGINEERING ADVANCES

SCE is evaluating design approaches and next-generation engineering technology to further increase public safety. We are deploying equipment and device configurations in our infrastructure such as fast-acting fuses, and other devices that can react more quickly to reduce fire risk. We are also using infrared scanning technology that could potentially identify equipment before it fails and developing technology that leverages smart meter data and advanced analytics to quickly detect downed, energized wires. As these and other promising technologies prove themselves, we will continue to incorporate them into our system.



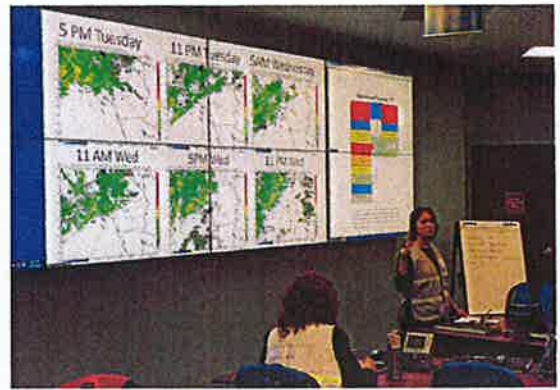
## VEGETATION MANAGEMENT

Trees, shrubs and other vegetation can cause safety hazards and power outages if they grow near or into power lines. We have increased the frequency of vegetation patrols in the most severe high fire risk areas to identify potential hazards. SCE inspects approximately 900,000 trees annually and trims nearly 690,000 of them per year. The company also frequently monitors trees outside SCE's designated trimming zones that could potentially fall into lines to determine whether they are dead, dying, diseased or hazardous. On average, about 40,000 dead or dying trees affected by drier-than-normal conditions are removed each year and this number has increased in recent years. SCE is also evaluating opportunities to perform more expansive trimming and removal of trees to further reduce the fire risks associated with trees falling into our lines.

SCE is expanding the application of LiDAR technology, an advanced laser surveying method, to enhance vegetation management in remote areas of our service territory. This technology allows us to more precisely and efficiently assess vegetation near power lines in difficult to access areas, further reducing fire risk. We are also expanding the use of LiDAR to additional high fire risk areas in our territory, which should enable us to more closely monitor hundreds of square miles of rugged high fire risk areas.

## SITUATIONAL AWARENESS

In addition to our extensive existing practices, which include a 24-hour situational awareness center, and round-the-clock incident command teams when conditions merit, SCE is enhancing our meteorological monitoring and forecasting capabilities. We are installing additional weather stations to provide localized data that will enable more detailed wildfire-related weather forecasting and high-definition cameras to help fire agencies more quickly assess and respond to reported fires. These tools are expected to strengthen our current prevention strategies and increase coordination with first responders and affected communities when a wildfire starts.



## PARTNERSHIPS

SCE actively participates in wildfire response planning with fire agencies throughout our service territory. These partnerships improve service reliability during critical incidents, support public and firefighter safety, and foster relationships that improve response times. These efforts are led by SCE's fire management team, which serves as our single point of contact for all fire agencies in the service territory.

During wildfire incidents, members of this team are typically on scene working closely with fire agencies to advise them of any issues related to our electrical system. Members of SCE's fire management team serve on the board of directors of the California Fire Safe Council and on the board of the Southern California Association of Foresters and Fire Wardens, which have representatives from every county, state and federal fire agency in our service territory.



Given the complexity of the extraordinary environmental challenges facing California, wildfire prevention and mitigation programs and activities will require broader statewide partnerships in order to maximize effectiveness. SCE will continue to work with state and local governments, regulatory agencies, first responders and fire agencies, as well as the communities where our customers live, work and operate businesses to ensure that our efforts are fully coordinated and to protect California's critical energy infrastructure.

**November 13, 2018**

**Regular Meeting**

**Item # 11a**

**Finance**

**Amended COP**

\$[ ]  
MONO COUNTY  
CERTIFICATES OF PARTICIPATION  
2018 SERIES A  
(MONO COUNTY CIVIC CENTER)

CERTIFICATE PURCHASE AGREEMENT

[December 5], 2018

Mono County  
PO Box 556  
Courthouse Annex II  
Bridgeport, CA 93517

Ladies and Gentlemen:

Brandis Tallman LLC (the “**Underwriter**”) offers to enter into this Certificate Purchase Agreement (this “**Purchase Contract**”) with the County of Mono (the “**County**”). This offer is made subject to the County’s acceptance by execution of this Purchase Contract and delivery of the same to the Underwriter on or before 11:59 p.m. Pacific Time on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the County at any time prior to such acceptance. Upon the County’s acceptance hereof, the Purchase Contract will be binding upon the County and the Underwriter.

The County acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between the County and the Underwriter and the Underwriter has financial and other interests that differ from those of the County; (ii) the Underwriter is acting solely as a principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), financial advisor or fiduciary to the County, and has not assumed any advisory or fiduciary responsibility to the County with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the County on other matters); (iii) the only obligations the Underwriter has to the County with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract; and (iv) the County has consulted their own municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed appropriate. The County acknowledges and represents that it has engaged KNN Public Finance, LLC as its municipal advisor and will rely on the financial advice of KNN Public Finance, LLC with respect to the Certificates (as defined below). The County acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter’s disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (“**MSRB**”).

Capitalized terms used in this Purchase Contract and not otherwise defined herein will have the respective meanings set forth for such terms in the Trust Agreement (defined below).

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations set forth in this Purchase Contract, the Underwriter agrees to purchase from the County, and the County agrees to sell and deliver to the Underwriter, all (but not less than all) of the following certificates: the County of Mono Certificates of Participation 2018 Series A (Mono County Civic Center) (the “**Certificates**”) at a purchase price of \$[\_\_\_\_\_] (being an amount equal to the principal amount of the Certificates (\$[\_\_\_\_\_] ), plus an original issue premium of \$[\_\_\_\_\_] , and less an underwriter’s discount of \$[\_\_\_\_\_] ). The obligations of the Underwriter to purchase, accept delivery of and pay for the Certificates will be conditioned on the sale and delivery of all of the Certificates by the County to the Underwriter at Closing (hereafter defined).

Section 2. Certificate Terms; Authorizing Instruments; Purpose. The Certificates will be dated their date of delivery and will mature and evidence interest at the rates per annum as shown on Exhibit A and be subject to prepayment as set forth on Exhibit B. The Certificates will be as described in, and will be executed and delivered under, a Master Trust Agreement, dated as of December 1, 2018 (the “**Trust Agreement**”), among the County, the County of Mono Economic Development Corporation (the “**Corporation**”) and U.S. Bank National Association, as trustee (the “**Trustee**”).

The Certificates will represent direct, undivided fractional interests in certain rental payments (the “**Base Rental Payments**”) to be made by the County pursuant to a Lease Agreement dated as of December 1, 2018 (the “**Lease Agreement**”), by and between the County and the Corporation. Pursuant to the Lease Agreement, the County will pay the Base Rental Payments in consideration for use and occupancy of certain real property owned by the County (the “**Property**”), which the County will initially lease to the Corporation pursuant to a Ground Lease, dated as of December 1, 2018 (the “**Ground Lease**”) by and between the Corporation and County and sublease back from the Corporation pursuant to the Lease Agreement.

The Corporation will assign to the Trustee its right to receive the Base Rental Payments pursuant to an Assignment Agreement, dated as of December 1, 2018 (the “**Assignment Agreement**”) by and between the Corporation and the Trustee.

[Payment of the principal and interest evidenced by the Certificates shall be insured by \_\_\_\_\_ (the “**Certificate Insurer**”), which shall issue its financial guaranty insurance policy (the “**Insurance Policy**”) guaranteeing such payment. The County will also obtain and cause to be deposited in the Reserve Fund established by the Trust Agreement a reserve insurance policy issued by \_\_\_\_\_ (the “**Reserve Insurer**”) in an amount equal to the Reserve Requirement (the “**Reserve Policy**”).]

The proceeds of the Certificates will be used to (i) provide funds to finance certain costs of the construction of the Mono County Civic Center Project, (ii) purchase the Reserve Policy, (iii) fund capitalized interest on the Certificates to \_\_\_\_\_, and (iv) pay the costs of issuing the Certificates.

Section 3. Official Statement; Continuing Disclosure. The County has delivered to the Underwriter the Preliminary Official Statement dated [November 26], 2018 (the “**Preliminary Official Statement**”) and will deliver to the Underwriter a final official statement dated the date of this Purchase Contract (as amended and supplemented from time to time pursuant to Section 4(i) of this Purchase Contract, the “**Official Statement**”). Subsequent to its receipt of the County’s 15c2-12 Certificate, deeming the Preliminary Official Statement final for purposes of Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”), the Underwriter has distributed copies of the Preliminary Official Statement. The County hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute in printed and/or electronic format the Official Statement (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the County, the Trust Agreement, the Ground Lease, the Assignment Agreement, the Lease Agreement, this Purchase Contract, the Continuing Disclosure Agreement (hereinafter defined) and all information contained therein, and all other documents, certificates and written statements furnished by the County to the Underwriter in connection with the transactions contemplated by this Purchase Contract, in connection with the offer and sale of the Certificates by the Underwriter.

The Underwriter hereby agrees to deliver a copy of the Official Statement to the MSRB through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Certificates, including, without limitation, MSRB Rule G-32 and Rule 15c2-12. The County agrees to deliver to the Underwriter as many copies of the Official Statement as the Underwriter will reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12. The County agrees to deliver the final Official Statement within seven business days after the execution hereof, or such earlier date identified by the Underwriter to be necessary to allow the Underwriter to meet its obligations under Rule 15c2-12 and Rule G-32 of the MSRB.

In connection with issuance of the Certificates, and in order to assist the Underwriter with complying with the provisions of Rule 15c2-12, the County will execute a continuing disclosure agreement (the “**Continuing Disclosure Agreement**”) with \_\_\_\_\_, as dissemination agent (the “**Dissemination Agent**”), under which the County will undertake to provide certain financial and operating data as required by Rule 15c2-12. The form of the Continuing Disclosure Agreement is attached as an appendix to the Preliminary Official Statement and will be attached as an appendix to the final Official Statement.

Section 4. Representations, Warranties and Covenants of the County. The County hereby represents, warrants and agrees with the Underwriter that:

(a) The County is a county and political subdivision of the State of California (the “**State**”) organized and existing under the laws of the State has all necessary power and authority to adopt the County Resolution (defined below), to enter into and perform its duties under the Trust Agreement, the Lease Agreement, the Ground Lease, and this Purchase Contract (the “**County Agreements**”) and the County Agreements have been duly authorized, has or will be executed and delivered by the County and, assuming the due authorization, execution and delivery by the other respective parties thereto, when executed and delivered by the County will constitute legally valid and binding obligations of the County enforceable against the County in accordance with their

respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion.

(b) After the Board of Supervisors of the County (the "**Board**") conducted a public meeting, the Board has taken official action by resolution adopted on [November 13], 2018 (the "**County Resolution**") adopted by a majority of the members of the Board at a regular meeting duly called, noticed and conducted, at which a quorum was present and acting throughout, authorizing the execution, delivery and due performance of the County Agreements and the execution and delivery of the Official Statement and the taking of any and all such action as may be required on the part of the County to carry out, give effect to and consummate the transactions contemplated hereby.

(c) To the best knowledge of the County, the County is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America material to the conduct of its governmental or financial functions or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the County is a party or to which the County or any of its properties is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the authorization, execution and delivery of the County Agreements and the Certificates, and compliance with the provisions hereof and thereof, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative rule or regulation, or any judgment, decree, license, permit, loan agreement, indenture, bond, certificate, note, resolution, agreement or other instrument to which the County (or any of its officers in their respective capacities as such) is subject or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument except as may be provided by the Certificates or the County Agreements.

(d) To the best knowledge of the County, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory entity having jurisdiction over the County required for the execution and delivery of the County Agreements, or the execution and sale of the Certificates or the consummation by the County of the transactions contemplated herein, in the Official Statement or in the County Agreements, which has not been duly obtained or made on or prior to the date hereof.

(e) By all necessary official action, the County has duly authorized the preparation and delivery of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the Certificates and the County Agreements, and the consummation by it of all other transactions contemplated by the County Resolution, the County Agreements, the Preliminary Official Statement and the Official Statement. When executed and delivered by their respective parties, the County Agreements (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force



and effect and each will constitute legal, valid and binding agreements or obligations of the County, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(f) The Preliminary Official Statement, as of the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the County makes no representation or warranty as to the statements or information contained in or omitted from the Preliminary Official Statement regarding DTC, [the Certificate Insurer, Insurance Policy, the Reserve Insurer, the Reserve Policy] or in reliance upon and in conformity with information furnished in writing to the County by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

(g) As of its date and as of the date of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made not misleading; provided, however, that the County makes no representation or warranty as to the statements or information contained in or omitted from the Official Statement regarding DTC, [the Certificate Insurer, Insurance Policy, the Reserve Insurer, the Reserve Policy] or in reliance upon and in conformity with information furnished in writing to the County by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

(h) As of the date hereof, except as disclosed in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending against the County or, to the best knowledge of the County, threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the County, or the titles of its members or officers; (ii) in any way question or affect the validity or enforceability of County Agreements or the Certificates, or (iii) in any way question or affect the transactions contemplated by the County Agreements, the Official Statement, or any other agreement or instrument to which the County is a party relating to the Certificates.

(i) The proceeds from the sale to the Underwriter of the Certificates will be applied in the manner and for the purposes specified in Section 1 hereof and the Trust Agreement.

(j) Any certificate signed by any official of the County authorized to do so will be deemed a representation and warranty by the County to the Underwriter as to the statements made therein.

(k) The County agrees to cooperate with the Underwriter in endeavoring to qualify the Certificates for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the County will not be required to consent to service of process in any such jurisdiction or to qualify as a foreign

corporation in connection with any such qualification in any jurisdiction and that the Underwriter shall be solely responsible for the cost of such qualification.

(l) The County has complied with the Internal Revenue Code of 1986, as amended, with respect to the Certificates.

(m) The financial statements of, and other financial information regarding, the County contained in the Official Statement fairly present the financial position and results of the operations of the County as of the dates and for the periods therein set forth, and, to the best of the County's knowledge, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, and (ii) the other financial information has been determined on a basis substantially consistent with that of the County's audited financial statements included in the Official Statement.

(n) Except as described in the Preliminary Official Statement and will be described in the Official Statement, within the last five years the County has not failed to comply in all material respects with any prior continuing disclosure obligations entered into pursuant to Rule 15c2-12.

(o) Between the date of this Purchase Contract and the date of Closing, the County will not, without the prior written consent of the Underwriter, and except as disclosed in the Official Statement, offer or issue any certificates, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, secured by or payable from the County's general fund.

(p) Except as previously disclosed to the Underwriter, the County is not in default, and at no time has the County defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

(q) If between the date of this Purchase Contract and the date which is 25 days following the End of the Underwriting Period (as defined below), any event will occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County will immediately notify the Underwriter, or the Underwriter may notify the County, and if, in the opinion of the Underwriter and the County, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County will at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. "End of the Underwriting Period" will mean the later of: (i) the Closing Date, and (ii) the date the Underwriter does not directly retain an unsold balance of the Certificates for sale to the public, provided that unless the Underwriter notifies the County on or prior to the Closing Date that it directly retains an unsold balance of the Certificates for sale to the public, the End of the Underwriting Period will be deemed to have occurred on the Closing Date.

Section 5. The Closing. At 8:00 A.M., Pacific time, on [December \_\_], 2018, or on such earlier or later time or date as may be agreed upon by the Underwriter and the County (the "**Closing**"), the County will deliver the Certificates to the Underwriter, through the book-entry system of The Depository Trust Company ("**DTC**"). Prior to the Closing, the County will deliver,

at the offices of Nixon Peabody LLP (“**Special Counsel**”) in Los Angeles, California, or such other place as is mutually agreed upon by the Underwriter and the County, the other documents described in this Purchase Contract. On the date of the Closing, the Underwriter will pay the purchase price of the Certificates as set forth in Section 1 of this Purchase Contract in immediately available funds to the order of the Trustee.

The Certificates will be issued in fully registered form and will be prepared and delivered as one Certificate for each maturity registered in the name of a nominee of DTC. It is anticipated that CUSIP identification numbers will be inserted on the Certificates, but neither the failure to provide such numbers nor any error with respect thereto will constitute a cause for failure or refusal by the Underwriter to accept delivery of the Certificates in accordance with the terms of this Purchase Contract.

Section 6. Conditions to Underwriter’s Obligations. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the County contained herein and to be contained in the documents and instruments to be delivered on the date of the Closing, including, without limitation, the certificate of the Corporation to be delivered at Closing in substantially the form attached hereto as Exhibit I (the “**Letter of Representations**”) and upon the performance by the County of their respective obligations to be performed hereunder and under such documents and instruments to be delivered at or prior to the date of the Closing. The Underwriter’s obligations under this Purchase Contract are and will also be subject to the sale, issuance and delivery of the Certificates as well as the following conditions:

(a) The representations and warranties of the County contained in this Purchase Contract will be true and correct in all material respects on the date of this Purchase Contract and on and as of the date of the Closing as if made on the date of the Closing;

(b) As of the date of the Closing, the Official Statement may not have been amended, modified or supplemented, except in any case as may have been agreed to in writing by the Underwriter;

(c) (i) As of the date of the Closing, the County Resolution, the resolution adopted by the Board of Directors of the Corporation adopted on November [13], 2018 (the “**Corporation Resolution**”), the County Agreements and the Ground Lease, the Lease Agreement, the Trust Agreement, the Assignment Agreement, the Continuing Disclosure Agreement and this Purchase Contract (the “**Corporation Agreements**”) will be in full force and effect, and will not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter, (ii) the County will perform or have performed all of its obligations required under or specified in the County Resolution and the County Agreements to be performed at or prior to the date of the Closing; and (iii) the Corporation will perform or have performed all of its obligations required under or specified in the Corporation Resolution and the Corporation Agreements to be performed at or prior to the date of the Closing;

(d) As of the date of the Closing, all necessary official action of the County relating to the County Agreements, the County Resolution and the Official Statement, and all necessary official action of the Corporation relating to the Corporation Agreements, the Corporation Resolution, and the Official Statement, will have been taken and will be in full force and effect

and will not have been amended, modified or supplemented in any material respect, except as may have been agreed to by the Corporation and Underwriter; and

(e) As of or prior to the date of the Closing, the Underwriter will have received each of the following documents:

(1) Certified copies of the County Resolution and the Corporation Resolution.

(2) Duly executed copies of the Trust Agreement, the Assignment Agreement, the Lease Agreement, the Ground Lease, the Continuing Disclosure Agreement and this Purchase Contract.

(3) The Preliminary Official Statement and the Official Statement, with the Official Statement duly executed on behalf of the County.

(4) Approving opinions of Special Counsel, dated as of the Closing, as to the validity of the Certificates and the exclusion of interest on the Certificates from federal gross income and the exemption of interest on the Certificates from State personal income taxation, addressed to the County substantially in the form attached in Appendix D to the Official Statement, and a reliance letter with respect thereto addressed to the Underwriter.

(5) A supplemental opinion of Special Counsel, dated the date of Closing, addressed to the Underwriter, to the effect that:

(i) The Purchase Contract has been duly executed and delivered by the County and, assuming due authorization, execution and delivery by the Underwriter, is valid and binding upon the County, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally and to the application of equitable principles;

(ii) The Certificates are exempt from registration pursuant to the Securities Act of 1933, as amended (the "**Securities Act**"), and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(iii) The statements contained in the Official Statement on the cover and under the headings "INTRODUCTION," "THE CERTIFICATES," "SECURITY AND SOURCES OF PAYMENT" and "TAX MATTERS," and in "APPENDIX C – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" and "APPENDIX D – PROPOSED FORM OF SPECIAL COUNSEL OPINIONS," insofar as such statements purport to describe certain provisions of the Certificates, the Ground Lease, the Lease Agreement, the Assignment Agreement and the Trust Agreement, or to summarize the opinion of Special Counsel regarding the tax-exempt nature of the interest on the Certificates, are accurate in all material respects.

(6) A letter from Nixon Peabody LLP, as disclosure counsel to the County, addressed to the Underwriter, to the effect that: During the course of our work on this matter, no facts have come to our attention that cause us to believe that the Official

Statement (excluding therefrom the financial statements, any financial or statistical data, or forecasts, charts, numbers, estimates, projections, assumptions or expressions of opinion included in the Official Statement and the appendices to the Official Statement) as of the date of the Official Statement and as of the date of Closing, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(7) An opinion or opinions of the County Counsel, dated as of the Closing addressed to the County and the Underwriter, in form and substance acceptable to the Underwriter, to the effect that:

(i) The Corporation is a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California. The Corporation Board is the governing body of the Corporation.

(ii) The Corporation has all necessary power and authority to adopt the Corporation Resolution, to enter into and perform its duties under the Corporation Agreements, and, when executed and delivered by the respective parties thereto, the Corporation Agreements will each constitute a legal, valid and binding obligation of the Corporation enforceable in accordance with its respective terms, except as such enforcement may be limited by bankruptcy, moratorium and the exercise of equitable principles where equitable remedies are sought.

(iii) The Corporation Resolution was duly adopted at a meeting of the Corporation Board, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and the Corporation Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.

(iv) The execution and delivery by the Corporation of the Corporation Agreements, the Official Statement and the other instruments contemplated by any of such documents to which the Corporation is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States or any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Corporation is a party or is otherwise subject or bound in a manner which would materially adversely affect the Corporation's performance under the Corporation Agreements.

(v) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the

Corporation of its obligations under the Corporation Agreements have been obtained and are in full force and effect.

(vi) To the best of the County Counsel's knowledge, other than as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Corporation (A) affecting the existence of the Corporation or the titles of its Corporation Board members or its officers to their respective offices, (B) seeking to restrain or to enjoin the issuance or sale of the Certificates, (C) in any way contesting or affecting the validity or enforceability of the Corporation Resolution or the Corporation Agreements, (D) in any way contesting the powers of the County to issue or sell the Certificates or the Corporation's authority with respect to the Corporation Resolution or the Corporation Agreements, (E) in any way contesting or affecting any of the rights, powers, duties or obligations of the Corporation with respect to the money or property pledged or to be pledged under the Trust Agreement, the Lease Agreement or the Ground Lease, or (G) in any way questioning the accuracy of the statements in the Official Statement.

(vii) The County is a county and political subdivision of the State organized and validly existing under the laws of the State of California. The Board of Supervisors of the County is the governing body of the County.

(viii) The County has all necessary power and authority to adopt the County Resolution, to enter into and perform its duties under the County Agreements and, when executed and delivered by the respective parties thereto, the County Agreements will each constitute legal, valid and binding obligation of the County enforceable in accordance with its respective terms, except as such enforcement may be limited by bankruptcy, moratorium and the exercise of equitable principles where equitable remedies are sought.

(ix) The County Resolution was duly adopted at a regular meeting of the Board of Supervisors, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and the County Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.

(x) To the best of the County Counsel's knowledge, other than as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the County (A) affecting the existence of the County or the titles of its Board members or its officers to their respective offices, (B) seeking to restrain or to enjoin the issuance or sale of the Certificates, (C) in any way contesting or affecting the validity or enforceability of the County Resolution or the County Agreements, (D) in any way contesting the powers of the County to issue or sell the Certificates or its County with respect to the County Resolution or the County Agreements, (E) in any way contesting or affecting any

of the rights, powers, duties or obligations of the County with respect to the money or property pledged or to be pledged under the Trust Agreement, the Lease Agreement or the Ground Lease, or (F) in any way questioning the accuracy of the statements in the Official Statement.

(xi) The execution and delivery by the County of the County Agreements, the Official Statement and the other instruments contemplated by any of such documents to which the County is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States or any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the County is a party or is otherwise subject or bound in a manner which would materially adversely affect the County's performance under the County Agreements.

(xii) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the County of its obligations under the County Agreements have been obtained and are in full force and effect.

(xiii) Nothing has come to the attention of the County Counsel which has led the County Counsel to believe that the Official Statement (excluding therefrom the financial and statistical data, information regarding compliance with continuing disclosure obligations of the Corporation and its related entities, forecasts included therein and information about The Depository Trust Company or information provided by the Underwriter, as to which no opinion need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect.

(8) A letter of Kutak Rock LLP ("**Underwriter's Counsel**"), addressed to the Underwriter, in form and substance acceptable to the Underwriter.

(9) Executed Rule 15c2-12 certificate of the County, dated as of the date of the Preliminary Official Statement.

(10) An executed closing certificate of the County, dated as of the Closing, in the form attached as Exhibit C.

(11) An executed closing certificate of the Corporation, dated as of the Closing, in the form attached as Exhibit D.

(12) Executed certificate of the Corporation, dated the Closing Date in the form attached as Exhibit I.

(13) The opinion of counsel of the Trustee dated as of the Closing, addressed to the County, the Corporation and the Underwriter to the effect that:

(i) The Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the State, having full powers and County and being qualified to enter into, accept and administer the trust created under the Trust Agreement, and to enter into the Trust Agreement and the Assignment Agreement.

(ii) The Trust Agreement and the Assignment Agreement have been duly authorized, executed and delivered by the Trustee, and, assuming due authorization, execution and delivery by the other parties thereto, the Trust Agreement and the Assignment Agreement constitute legal, valid and binding agreements of the Trustee enforceable in accordance with their terms, subject to laws relating in bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

(14) A certificate of the Trustee dated as of the Closing, in the form attached as Exhibit E.

(15) A tax certificate relating to the Certificates duly signed on behalf of the County in form and substance acceptable to Special Counsel and the Underwriter.

(16) Evidence of required filings with the California Debt and Investment Advisory Commission.

(17) Evidence of one or more of the CLTA title insurance policies required under the Lease Agreement for the Property.

(18) [An opinion of the Certificate Insurer, dated the Closing Date and addressed to the County, the Trustee and the Underwriter, in form and substance satisfactory to Special Counsel and the Underwriter.

(19) A copy of the Insurance Policy issued by the Certificate Insurer, which policy guarantees the payment when due of the principal and interest evidenced by the Certificates, as described in the Official Statement.

(20) A copy of the Reserve Policy issued by the Reserve Insurer, which policy will be in an amount no less than the Reserve Requirement as of the Closing Date.

(21) A certificate of the Certificate Insurer, dated the Closing Date, signed by an authorized officer thereof as to such matters as the Underwriter may reasonably request.

(22) A certificate of the Reserve Insurer, dated the Closing Date, signed by an authorized officer thereof as to such matters as the Underwriter may reasonably request.]



(23) A copy of the Certificate of Status issued by the Secretary of State of the State of California, a certified copy of the articles of incorporation of the Corporation, and a certified copy of the Bylaws of the Corporation.

(24) A copy of the executed Blanket County Letter of Representations by and between the County and DTC relating to the book-entry system.

(25) Evidence that the Certificates have received the rating set forth on the cover of the Official Statement.

(26) A certificate of KNN Public Finance, LLC, the Corporation's municipal advisor, in the form and substance attached hereto as Exhibit F.

(27) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Special Counsel may reasonably request to evidence compliance by the County, the Corporation, the Trustee [and the Certificate Insurer] with legal requirements, the truth and accuracy, as of the date of the Closing, of the representations of the County, the Corporation, the Trustee [and the Certificate Insurer] herein contained and of the Official Statement and the due performance or satisfaction by the County at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the County, the Corporation, the Trustee [and the Certificate Insurer].

All of the opinions, letters, certificates, instruments and other documents mentioned in this Purchase Contract will be deemed to be in compliance with the provisions of this Purchase Contract if, but only if, they are in form and substance satisfactory to the Underwriter. If the County is unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates contained in this Purchase Contract or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates will be terminated for any reason permitted by this Purchase Contract, this Purchase Contract will terminate and neither the Underwriter nor the County will be under further obligations hereunder, except that the respective obligations of the County and the Underwriter set forth in Section 10 of this Purchase Contract will continue in full force and effect.

Section 7. Conditions to County's Obligations. The performance by the County of its obligations under this Purchase Contract are conditioned upon: (i) the performance by the Underwriter of its obligations hereunder and (ii) receipt by the County of opinions addressed to the County, and receipt by the Underwriter of opinions addressed to the Underwriter, and the delivery of certificates being delivered on the date of the Closing by persons and entities other than the County.

Section 8. Termination Events. The Underwriter will have the right to terminate the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Certificates by notifying the County of its election to do so if in writing, after the execution hereof and prior to the Closing, any of the following events occurs:

(1) the marketability of the Certificates or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by any decision issued by a court of the United States (including the United States Tax Court) or of the

State of California, by any ruling or regulation (final, temporary or proposed) issued by or on behalf of the Department of the Treasury of the United States, the Internal Revenue Service, or other governmental agency of the United States, or any governmental agency of the State of California, or by a tentative decision or announcement by any member of the House Ways and Means Committee, the Senate Finance Committee, or the Conference Committee with respect to contemplated legislation or by legislation enacted by, pending in, or favorably reported to either the House of Representatives or either House of the Legislature of the State of California, or formally proposed to the Congress of the United States by the President of the United States or to the Legislature of the State of California by the Governor of the State of California in an executive communication, affecting the tax status of the County or the Corporation, its property or income, its bonds (including the Certificates) or the interest thereon or any tax exemption granted or authorized by the Internal Revenue Code of 1986, as amended;

(2) the United States becomes engaged in hostilities that result in a declaration of war or a national emergency, or any other outbreak of hostilities occurs, or a local, national or international calamity or crisis occurs, financial or otherwise, the effect of such outbreak, calamity or crisis being such as, in the reasonable opinion of the Underwriter, would affect materially and adversely the marketability of the Certificates or the market price thereof;

(3) there occurs a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States, New York State or California State authorities;

(4) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission is issued or made to the effect that the issuance, offering or sale of the Certificates is or would be in violation of any provision of the Securities Act of 1933, as then in effect, or of the Securities Exchange Act of 1934, as then in effect, or of the Trust Indenture Act of 1939, as then in effect;

(5) legislation is enacted by the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a court of the United States of America is rendered, or a ruling or regulation by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter is made or proposed to the effect that the Certificates are not exempt from registration, qualification or other similar requirements of the Securities Act of 1933, as then in effect, or of the Trust Indenture Act of 1939, as then in effect;

(6) in the reasonable judgment of the Underwriter, the market price of the Certificates, or the market price generally of obligations of the general character of the Certificates, might be materially and adversely affected because additional material restrictions not in force as of the date hereof is imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(7) the Comptroller of the Currency, The New York Stock Exchange, or other national securities exchange, or any governmental authority, imposes, as to the Certificates

or obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, or financial responsibility requirements of the Underwriter;

(8) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental entity having jurisdiction of the subject matter, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Certificates, or the execution, delivery, offering or sale of the Certificates, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as then in effect;

(9) the suspension by the Securities and Exchange Commission of trading in the outstanding securities of the County;

(10) a material disruption in securities settlement, payment or clearance services affecting the Certificates shall have occurred;

(11) any legislation, ordinance, rule or regulation is introduced in or be enacted by any governmental body, department or agency in the State or a decision of a court of competent jurisdiction within the State is rendered, which, in the opinion of the Underwriter, after consultation with the County, materially adversely affects the market price of the Certificates;

(12) any federal or California court, authority or regulatory body takes action materially and adversely affecting the collection of Base Rental Payments under the Lease Agreement for application as set forth in the Trust Agreement;

(13) any withdrawal, downgrading or placement on credit watch negative of any underlying rating of any securities of the County or the Corporation by a national municipal bond rating agency that, in the opinion of the Underwriter, adversely affects the marketability or market price of the Certificates; or

(14) any rating of the Certificate Insurer has been downgraded, suspended or withdrawn by a national rating service or a negative qualification (e.g., “credit watch” or “negative outlook” designation) or other announcement made by a national rating service that the Certificate Insurer is under review without indication of a potentially favorable result, which, in the reasonable opinion of the Underwriter, materially adversely affects the marketability or market price of the Certificates

(15) the purchase of and payment for the Certificates by the Underwriter, or the resale of the Certificates by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission;

(16) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Certificates as described herein, or issued a stop order or similar ruling relating thereto;

(17) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the County or its property, income securities (or interest thereon);

(18) the marketability of the Certificates or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets;

(19) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than any information relating to the Underwriter).

Section 9. Establishment of Issue Price.

The Underwriter agrees to make an initial public offering of all of the Certificates at the public offering prices (or yields) set forth on Exhibit G attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Certificates, provided that the Underwriter shall not change the interest rates set forth on Exhibit G. The Certificates may be offered and sold to certain dealers at prices lower than such initial public offering prices.

The Underwriter agrees to assist the County in establishing the issue price of the Certificates and shall execute and deliver to the County at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit H, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the County and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates. All actions to be taken by the County under this Section to establish the issue price of the Certificates may be taken on behalf of the County by the County’s municipal advisor identified herein and any notice or report to be provided to the County may be provided to the County’s municipal advisor. Certain terms used in this Section are defined below.

[Except as otherwise set forth in Exhibit G attached hereto,] the County will treat the first price at which 10% of each maturity of the Certificates (the “**10% Test**”), identified under the column “10% Test Used” in Exhibit G, is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test). At or promptly after the execution of this Purchase Contract, the

Underwriter shall report to the County the price or prices at which it has sold to the public each maturity of Certificates. [If at that time the 10% Test has not been satisfied as to any maturity of the Certificates,] the Underwriter agrees to promptly report to the County the prices at which it sells the unsold Certificates of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% Test has been satisfied as to the Certificates of that maturity or until all Certificates of that maturity have been sold to the public.

The Underwriter confirms that it has offered the Certificates to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit G attached hereto, except as otherwise set forth therein. Exhibit G also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Certificates for which the 10% Test has not been satisfied and for which the County and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the County to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Certificates, the Underwriter will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the County when it has sold 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (1) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the Underwriter that either the 10% Test has been satisfied as to the applicable Certificates of that maturity or all such Certificates of that maturity have been sold to the public and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The County acknowledges that, in making the representation set forth in this paragraph, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires.

The Underwriter acknowledges that sales of any Certificates to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public),
- (iii) a purchaser of any of the Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date of execution of this Purchase Contract by all parties.

Section 10. Payment of Expenses. The Underwriter will be under no obligation to pay, and the County will pay the following expenses incident to the performance of the County’s obligations hereunder:

- (i) the cost of printing and delivering the Certificates, the Preliminary Official Statement and the Official Statement (and any amendment or supplement prepared pursuant to Section 3 of this Purchase Contract);
  - (ii) the fees and disbursements of accountants, advisers and of any other experts or consultants retained by the County or the Corporation; and
  - (iii) any other expenses and costs incurred by the County incident to the performance of its obligations in connection with the authorization, issuance and sale of the Certificates, including out of pocket expenses and regulatory expenses, and any other expenses agreed to by the parties.
- (b) The Corporation and the County will be under no obligation to pay, and the Underwriter will pay, any fees of the California Debt and Investment Advisory Commission, the cost of obtaining CUSIP numbers, the cost of preparation of any “blue sky” or legal investment

memoranda and this Purchase Contract; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Certificates (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of Underwriter's Counsel and any advertising expenses.

Section 11. Notices. Any notice or other communication to be given to the County or the Corporation under this Purchase Contract may be given by delivering the same in writing to the County at the addresses set forth on the first page of this Purchase Contract, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to Brandis Tallman LLC, 22 Battery St., Suite 500, San Francisco, California 94111 Attention: Richard Brandis.

Section 12. Survival of Representations, Warranties, Agreements. All of the County's representations, warranties and agreements contained in this Purchase Contract will remain operative and in full force and effect regardless of: (a) any investigations made by or on behalf of the Underwriter; or (b) delivery of and payment for the Certificates pursuant to this Purchase Contract. The agreements contained in this Section and in Section 10 will survive any termination of this Purchase Contract.

Section 13. Benefit; No Assignment. This Purchase Contract is made solely for the benefit of the County, the Corporation and the Underwriter (including its successors and assigns), and no other person will acquire or have any right hereunder or by virtue hereof. The rights and obligations created by this Purchase Contract are not subject to assignment by the Underwriter, the County or the Corporation without the prior written consent of the other parties hereto.

Section 14. Severability. In the event that any provision of this Purchase Contract is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Purchase Contract.

Section 15. Counterparts. This Purchase Contract may be executed in any number of counterparts, all of which taken together will constitute one agreement, and any of the parties hereto may execute the Purchase Contract by signing any such counterpart.

Section 16. Governing Law. This Purchase Contract will be governed by the laws of the State of California.

Section 17. Effectiveness. This Purchase Contract will become effective upon the execution of the acceptance hereof by an authorized officer of the County, and will be valid and enforceable as of the time of such acceptance.

Very truly yours,

**BRANDIS TALLMAN LLC**, as Underwriter

By: \_\_\_\_\_  
Authorized Representative

Accepted:

**MONO COUNTY**

By: \_\_\_\_\_  
Authorized Representative

Time of Execution: \_\_\_\_ Pacific Time



**EXHIBIT A**  
**TERMS OF CERTIFICATES**

\$[\_\_\_\_\_]   
**MONO COUNTY**  
**CERTIFICATES OF PARTICIPATION**  
**2018 SERIES A**  
**(MONO COUNTY CIVIC CENTER)**

<b>Principal Payment Date</b> ([_____] 1)	<b>Principal</b>	<b>Interest Rate</b>	<b>Yield</b>
	\$	%	

**EXHIBIT B**

**PREPAYMENT PROVISIONS OF THE CERTIFICATES**

Optional Prepayment. The Certificates maturing on or before \_\_\_\_1, 20\_\_ are not subject to optional prepayment prior to their stated Principal Payment Dates. The Certificates maturing on and after \_\_\_\_1, 20\_\_ are subject to optional prepayment prior to their stated Principal Payment Dates on any date on or after \_\_\_\_1, 20\_\_, in whole or in part, in Authorized Denominations, from and to the extent of prepaid Base Rental Payments paid pursuant to the Lease Agreement from any source of available funds, any such prepayment to be at a price equal to the principal evidenced by the Certificates to be prepaid, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium.

Extraordinary Prepayment. The Certificates are subject to extraordinary prepayment on any date prior to their stated Principal Payment Dates, in whole or in part, in Authorized Denominations, from and to the extent of any insurance proceeds or condemnation award paid with respect to all or a portion of the Property remaining after payment therefrom of all reasonable expenses incurred in the collection thereof (the "Net Proceeds") received with respect to all or a portion of the Property and deposited by the Trustee in the Prepayment Fund in accordance with the Trust Agreement, at a prepayment price equal to the principal evidenced by the Certificates to be prepaid, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium.

Selection of Certificates for Prepayment. Whenever less than all the Outstanding Certificates are to be prepaid on any one date, the Trustee will select the Certificates to be prepaid (a) with respect to any extraordinary prepayment of Certificates, among Certificates with different stated Principal Payment Dates in proportion to the amount by which the principal components of the Base Rental Payments evidenced by such Certificates are abated pursuant to the Lease Agreement, and (b) with respect to any optional prepayment of Certificates, as directed in a Written Request of the County, and by lot among Certificates with the same stated Principal Payment Date in any manner that the Trustee deems fair and appropriate, which decision will be final and binding upon the County, the Corporation and the Owners.

Mandatory Sinking Fund Prepayment. The Certificates maturing \_\_\_\_1, 20\_\_ are subject to mandatory prepayment prior to their maturity at a Prepayment Price equal to the principal amount to be redeemed plus accrued interest thereon to the prepayment date on \_\_\_\_1, 20\_\_ in the principal amounts and on the scheduled mandatory prepayment dates as follows:

*Term Certificate Maturing \_\_\_\_1, 20\_\_*

Date	Sinking Fund
([_____] 1)	<u>Prepayment Amount</u>
	\$

(maturity)

**EXHIBIT C**

**\$\_[\_\_\_\_\_] ]**  
**MONO COUNTY**  
**CERTIFICATES OF PARTICIPATION**  
**2018 SERIES A**  
**(MONO COUNTY CIVIC CENTER)**

**CLOSING CERTIFICATE OF THE COUNTY**

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of Mono County (the “County”), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the County as follows:

(a) The representations, warranties and covenants of the County contained in the Certificate Purchase Agreement dated [December 5], 2018, between the County and Brandis Tallman LLC, as underwriter (the “Purchase Contract”), are true and correct and in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) The County Resolution is in full force and effect at the date of the Closing and has not been amended, modified or supplemented, except as agreed to by the County and the Underwriter.

(c) The County has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the County Agreements on or prior to the date of the Closing and the County Agreements are in full force and effect.

(d) No event affecting the County has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date the statements or information (except for statements and information regarding DTC, the Certificate Insurer, Insurance Policy, the Reserve Insurer or the Reserve Policy) contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information (except for statements and information regarding DTC, the Certificate Insurer, the Insurance Policy, the Reserve Insurer or the Reserve Policy) therein not misleading in any material respect..

Capitalized terms used but not defined herein have the meanings given such terms in the Certificate Purchase Agreement.

Dated: December \_\_, 2018.

**MONO COUNTY**

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT D**

\$\_[ ]

**MONO COUNTY  
CERTIFICATES OF PARTICIPATION 2018 SERIES A  
(MONO COUNTY CIVIC CENTER)**

**CLOSING CERTIFICATE OF THE CORPORATION**

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of the County of Mono Economic Development Corporation (the "Corporation"), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the Corporation as follows:

(a) The representations, warranties and covenants of the Corporation contained in the Certificate Purchase Agreement dated [December 5], 2018, between the County and Brandis Tallman LLC, as underwriter (the "Purchase Contract") are true and correct and in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) The Corporation Resolution is in full force and effect at the date of the Closing and has not been amended, modified or supplemented, except as agreed to by the Corporation and the Underwriter.

(c) The Corporation has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied on or prior to the date of the Closing.

(d) Subsequent to the date of the Official Statement and on or prior to the date of this certificate, there has been no material adverse change in the condition (financial or otherwise) of the Corporation, whether or not arising in the ordinary course of operations, from that described in the Official Statement.

Capitalized terms used but not defined herein have the meanings given in the Purchase Contract.

Dated: December \_\_, 2018.

**COUNTY OF MONO ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT E**

\$\_[ ]

**MONO COUNTY  
CERTIFICATES OF PARTICIPATION 2018 SERIES A  
(MONO COUNTY CIVIC CENTER)**

**CLOSING CERTIFICATE OF THE TRUSTEE**

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of U.S. Bank National Association (the "Trustee"), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the Trustee as follows:

(a) The Trustee has all necessary power to enter into the Master Trust Agreement, dated as of December 1, 2018 (the "Trust Agreement") by and among the County, the Corporation and the Trustee, the Assignment Agreement, dated as of December 1, 2018 (the "Assignment Agreement") by and between the Corporation and the Trustee, and

(b) The Trust Agreement and the Assignment Agreement have been duly authorized, executed and delivered by the Trustee and the Trust Agreement, the Assignment Agreement constitute the legal, valid and binding obligations of the Trustee enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(c) No consent, approval, authorization or other action by any governmental or regulatory County having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Trustee or the performance by the Trustee of its duties and obligations under the Trust Agreement and the Assignment Agreement;

(d) The execution and delivery by the Trustee of the Trust Agreement and the Assignment Agreement and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, Trust Agreement, bond, note, resolution or any other agreement or instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties (except that no representation, warranty or agreement need be made by such counsel with respect to any federal or State securities or blue sky laws or regulations); and

(e) There is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending, or to the best knowledge of the Trustee, threatened against the Trustee which, in the reasonable judgment of the Trustee, would affect the existence of the Trustee or in any way contesting or affecting the validity or enforceability of the Trust Agreement or the Assignment Agreement, or contesting the powers of the Trustee or its County to enter into and perform its obligations thereunder.

Capitalized terms used but not defined herein have the meanings given such terms in the Purchase Contract.

Dated: December \_\_, 2018.

**U.S. BANK NATIONAL ASSOCIATION,**  
as trustee

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT F**

\$\_[\_\_\_\_\_] ]

**MONO COUNTY  
CERTIFICATES OF PARTICIPATION 2018 SERIES A  
(MONO COUNTY CIVIC CENTER)**

**CERTIFICATE OF MUNICIPAL ADVISOR**

The undersigned hereby states and certifies:

(i) that the undersigned is an authorized officer of KNN Public Finance, LLC (the “Municipal Advisor”), which has acted as municipal advisor to Mono County (the “County”) in connection with the issuance of the above-referenced certificates (the “Certificates”), and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same;

(ii) that the Municipal Advisor has participated in the preparation of the Preliminary Official Statement dated [November 26], 2018 and the final Official Statement dated [December 5], 2018 (the “Official Statement”) relating to the Certificates; and

(iii) that nothing has come to the attention of the Municipal Advisor which would lead it to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

Dated December \_\_, 2018.

**KNN PUBLIC FINANCE, LLC,**  
as Municipal Advisor

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT G**

\$[\_\_\_\_\_]

**MONO COUNTY  
CERTIFICATES OF PARTICIPATION 2018 SERIES A  
(MONO COUNTY CIVIC CENTER)**

**MATURITY SCHEDULE**

<i>Maturity Date ([_____] 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<b>[10% Test Satisfied</b>	<b>10% Test Not Satisfied</b>	<b>Subject to Hold- The- Offering Price Rule]</b>
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**EXHIBIT H**

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**MONO COUNTY  
CERTIFICATES OF PARTICIPATION 2018 SERIES A  
(MONO COUNTY CIVIC CENTER)**

**FORM OF ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of Brandis Tallman LLC (“Brandis Tallman”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned certificates (the “Certificates”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Certificates listed in Schedule A hereto as the “General Rule Maturities.”

(b) ***Issuer*** means Mono County, California.

(c) ***Maturity*** means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) ***Sale Date*** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is [December 5], 2018.

(f) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Brandis Tallman’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury

Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and the Corporation with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Nixon Peabody LLP, in connection with rendering its opinion that the interest on the Certificates, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificates.

**BRANDIS TALLMAN LLC**, as Underwriter

By: \_\_\_\_\_  
Authorized Officer

**SCHEDULE A**  
**SALE PRICES OF THE GENERAL RULE MATURITIES**  
**(Attached)**



## **EXHIBIT I**

### **LETTER OF REPRESENTATIONS OF THE COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION**

[Dated the Closing Date]

Brandis Tallman LLC  
22 Battery St., Suite 500  
San Francisco, California 94111

Ladies and Gentlemen:

The County of Mono, California (the “County”) proposes to cause the execution and delivery of \$[\_\_\_] Mono County Certificates of Participation 2018 Series A (Mono County Civic Center) (the “Certificates”). The Certificates will be dated their date of delivery.

The Certificates will be executed and delivered pursuant to a Master Trust Agreement, dated as of December 1, 2018 (the “Trust Agreement”), by and among U.S. Bank National Association, as trustee (the “Trustee”), the County of Mono Economic Development Corporation (the “Corporation”), and the County. The Certificates will represent direct, undivided fractional interests in certain rental payments (the “Base Rental Payments”) to be made by the County pursuant to a Lease Agreement dated as of December 1, 2018 (the “Lease Agreement”), by and between the County and the Corporation. Pursuant to the Lease Agreement, the County will pay the Base Rental Payments in consideration for use and occupancy of certain real property owned by the County (the “Property”), which the County will initially lease to the Corporation pursuant to a Ground Lease, dated as of December 1, 2018 (the “Ground Lease”), by and between the County and the Corporation and sublease back from the Corporation, pursuant to the Lease Agreement. Pursuant to an Assignment Agreement, dated as of December 1, 2018 (the “Assignment Agreement”) by and between the Corporation and the Trustee, the Corporation will assign to the Trustee, for the benefit of the owners of the Certificates, all of its right, title and interest in and to the Lease Agreement, including the right to receive Base Rental Payments and Additional Rental Payments under the Lease Agreement.

The Trust Agreement, the Ground Lease, the Lease Agreement, the Assignment Agreement and this Letter of Representations are referred to collectively herein as the “Corporation Legal Documents.” Capitalized terms not otherwise defined herein shall have the meanings as defined in the Trust Agreement.

The Certificates are being sold by the County pursuant to the Certificate Purchase Agreement between the County and Brandis Tallman LLC (the “Underwriter”) dated the date hereof (the “Certificate Purchase Agreement”). The Certificates shall be payable and shall be subject to prepayment and purchase as provided in the Trust Agreement.

The Corporation acknowledges and agrees that: (1) the purchase and sale of the Certificates pursuant to the Purchase Agreement is an arm’s-length commercial transaction between the County and the Underwriter; (2) in connection therewith and with the discussions, conferences, negotiations and undertakings leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and are not acting as an agent, municipal advisor, financial advisor or fiduciary in favor of the Corporation; (3) the Underwriter has not assumed an

advisory or fiduciary responsibility in favor of the Corporation with respect to the offering contemplated hereby or the discussions, negotiations and undertakings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Corporation on other matters) and the Underwriter has no obligation to the Corporation with respect to the offering contemplated hereby except the obligations expressly set forth in the Purchase Agreement or imposed by law; (4) it has consulted its own legal, accounting, tax, financial and other advisors to the extent it has deemed appropriate; and (5) the Purchase Agreement expresses the entire relationship between the parties hereto with respect to the transaction contemplated therein.

To facilitate and induce you to purchase the Certificates as contemplated therein, the Corporation hereby represents, warrants and agrees with you as follows:

(a) The Corporation is a nonprofit public benefit corporation pursuant to the Nonprofit Public Corporation Law of the State of California (the “State”) and has all necessary power and authority to adopt its resolution adopted on [November 13], 2018 (the “Corporation Resolution”), to enter into and perform its duties under the Corporation Agreements and, when executed and delivered by the respective parties thereto, the Corporation Agreements will each constitute legal, valid and binding obligation of the Corporation enforceable in accordance with its respective terms.

(b) The Board of Directors (the “Corporation Board”) of the Corporation has taken official action by conducting a public hearing and adopting the Corporation Resolution by a majority of the members of the Corporation Board at a meeting duly called, noticed and conducted, at which a quorum was present and acting throughout, authorizing the execution, delivery and due performance of the Corporation Agreements and the execution and delivery of the Official Statement and the taking of any and all such action as may be required on the part of the Corporation to carry out, give effect to and consummate the transactions contemplated hereby.

(c) By all necessary official action, the Corporation has duly adopted the Corporation Resolution, has duly authorized the preparation and delivery of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the Corporation Agreements, and the consummation by it of all other transactions contemplated by the Corporation Resolution, the Corporation Agreements, the Preliminary Official Statement and the Official Statement. When executed and delivered by their respective parties, the Corporation Agreements (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force and effect and each will constitute legal, valid and binding agreements or obligations of the Corporation, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(d) At the time of the Corporation’s acceptance hereof and at all times subsequent thereto up to and including the time of the Closing, the information and statements in the Official Statement (other than CUSIP numbers, statements under the headings “TAX MATTERS” and “APPENDIX E,” any information concerning the Depository Trust Company and the book-entry

system for the Certificates and information provided by the Underwriter as to which no view is expressed) do not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) As of the date hereof, other than as disclosed in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending against the Corporation or, to the best knowledge of the Corporation, threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the Corporation, or the titles of its members or officers; (ii) in any way question or affect the validity or enforceability of Corporation Agreements or the Certificates, or (iii) in any way question or affect the transactions contemplated by the Corporation Agreements, the Official Statement, or any other agreement or instrument to which the Corporation is a party relating to the Certificates.

(f) There is no consent, approval, authorization or other order of, or filing or registration with, or certification by, any regulatory County having jurisdiction over the Corporation required for the execution and delivery of this Purchase Contract or the consummation by the Corporation of the other transactions contemplated by the Official Statement or the Corporation Agreements.

(g) Any certificate signed by any official of the Corporation authorized to do so will be deemed a representation and warranty by the Corporation to the Underwriter as to the statements made therein.

(h) Except as previously disclosed to the Underwriter, the Corporation is not in default, and at no time has the Corporation defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

(i) Except as disclosed in the Official Statement, there has not been any materially adverse change in the financial condition of the Corporation since June 30, 2017, and there has been no occurrence or circumstance or combination thereof that is reasonably expected to result in any such materially adverse change.

(j) If between the date of this Purchase Contract and the date which is 25 days following the End of the Underwriting Period (as defined above), any event will occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Corporation will immediately notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Corporation will at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(k) Except as disclosed in the Official Statement, the Corporation has not previously failed to comply in all material respects with any undertakings under Rule 15c2-12 in the past five years.

(l) The Corporation does not need the consent of its auditor to include its comprehensive annual financial report for the fiscal year ended June 30, 2017 as an appendix to the Official Statement.

(m) The Corporation covenants with the Underwriter that the Corporation will cooperate with the Underwriter (at the cost and written directions of the Underwriter), in qualifying the Certificates for offer and sale under the securities or Blue Sky laws of such jurisdiction of the United States as the Underwriter may reasonably request; provided, however, that the Corporation shall not be required to consent to suit or to service of process, or to qualify to do business, in any jurisdiction. The Corporation consents to the use by the Underwriter of the Corporation Agreements, the Preliminary Official Statement and the Official Statement in the course of its compliance with the securities or Blue Sky laws of the various jurisdictions related to the offering and sale of the Certificates.

This Letter of Representations, upon the execution hereof by a duly authorized officer of the Corporation, shall be valid and enforceable as of the time of such execution.

Very truly yours,

COUNTY OF MONO ECONOMIC DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_  
Authorized Representative