



Sacramento County Recorder  
 David Villanueva, Clerk/Recorder  
 BOOK **20140502** PAGE **0007**

Check Number 8081  
 Friday, MAY 02, 2014 8:06:27 AM  
 Ttl Pd \$57.00 Rcpt # 0008194744

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Recording requested by,  
 and when recorded return to:

General Manager  
 Rancho Murieta Community  
 Services District  
 15160 Jackson Road  
 Rancho Murieta, CA 95683

**MEMORANDUM OF FINANCING AND SERVICES AGREEMENT**

THIS MEMORANDUM OF FINANCING AND SERVICES AGREEMENT ("**Memorandum**") is executed as of March 28, 2014, by and among the Rancho Murieta Community Services District ("**District**"), a community services district organized under the laws of the State of California, CSGF Rancho Murieta, LLC ("**Residences East**"), a Delaware limited liability company; BBC Murieta Land, LLC ("**Residences West**"), a California limited liability company; Murieta Retreats, LLC ("**Retreats**"), a California limited liability company; Elk Grove Bilby Partners, LP ("**Lakeview**") a California limited partnership; and PCCP CSGF RB PORTFOLIO, LLC ("**Riverview**"), a Delaware limited liability company Residences East, Residences West, Retreats, Riverview, and Lakeview are sometimes individually referred to herein as a "**Landowner**" and sometimes collectively referenced herein as "**Landowners**."

1. The Landowners entered into that certain Financing and Services Agreement dated as of March 20, 2014 (the "**Financing and Services Agreement**") related to certain real property located within the boundaries of the District, County of Sacramento, State of California, more particularly described on Exhibits A through G, inclusive, attached hereto ("**Properties**"), which is incorporated herein by reference as if fully set forth herein. The Financing and Services Agreement was approved by the District's Board of Directors on December 18, 2013. All capitalized terms not defined herein shall have the meanings ascribed to them set forth in the Financing and Services Agreement.

2. In order to obtain will serve letters from the District for the Properties, the Landowners have voluntarily entered into a Financing and Services Agreement which provides for certain funding for the reconstruction and expansion of a water treatment plant and recycled water disposal facilities, and the payment of certain other fees and reimbursements. The Financing and Services Agreement, among other things, specifically provides for: (i) advance funding for design and construction of certain water and sewer facilities by the Landowners who are then ready to proceed with development of their Property ("**Participating Landowners**");

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(ii) reimbursement from certain of the Landowners for their proportionate share of such costs incurred by the District and/or Participating Landowners prior to approval of each final subdivision map for their Property (“**Reimbursing Landowners**”) as more particularly set forth therein; and (iii) funding of certain processing costs and certain other fees and reimbursements as set forth therein. The Financing and Services Agreement provides that District shall not provide District’s consent to approval of a final map for any Property, and will not provide any water or sewer service to any Property, unless and until the Fund Manager (as defined in the Financing and Services Agreement) has sent written confirmation of payment in full of all amounts due from such Property pursuant to the terms of the Financing and Services Agreement. For any Properties not requiring a final map, any provisions therein for District to withhold consent to a final map shall mean District shall withhold consent to any other final development approval and/or water and sewer service to such Property unless and until the Fund Manager provides the written confirmation of payment in full of all amounts due from such Property pursuant to the Financing and Services Agreement. In the event any amounts due under the Financing and Services Agreement are not paid to District when due, in addition to all other rights and remedies of the District as provided in the Financing and Services Agreement, District may withhold water and sewer service from such Property.

3. The rights and obligations established under the Financing and Services Agreement constitute covenants that run with the land, in accordance with Section 1468 of the California Civil Code, and shall be binding upon those persons or entities having any right, title, or interest in and to the Properties respectively, and their respective heirs, successors and assigns.

4. The parties desire to make the existence of the Financing and Services Agreement a matter of public record and have, therefore, executed this Memorandum and caused it to be recorded in the Official Records of Sacramento County, California. However, in the event of any inconsistency between the terms of the Financing and Services Agreement and the terms of this Memorandum, the terms of the Financing and Services Agreement shall control and govern the rights and duties of the Parties.

5. This Memorandum may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed this Memorandum as of the date first above written.

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\_\_\_\_\_, 2014

MURIETA RETREATS, LLC,  
a California limited liability company,  
Member

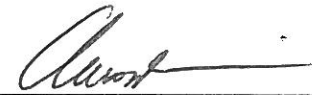
By: The Robert J. Cassano and Sandra L.  
Cassano Revocable Living Trust, its  
Manager Member

By: \_\_\_\_\_  
Name: Robert J. Cassano  
Title: Co-Trustee

"RETREATS"

\_\_\_\_\_, 2014

PCCP CSGF RB PORTFOLIO, LLC a Delaware  
limited liability company

By:   
Title: VP

" RIVERVIEW"

\_\_\_\_\_, 2014

ELK GROVE BILBY PARTNERS, L.P.,  
a California limited partnership


By: VPI 2004, Inc., a California corporation,  
its General Partner

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

" LAKEVIEW"

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RANCHO MURIETA COMMUNITY SERVICES  
DISTRICT

By:   
Gerald E. Pasek,  
President, Board of Directors

04/29, 2014

"DISTRICT"

BBC MURIETA LAND LLC,  
a California limited liability company

By: BBC LONGVIEW, LLC, an Illinois  
limited liability company, its Manager

By: LINCOLNSHIRE ASSOCIATES II, LTD.,  
a Texas limited partnership, its Manager

By: DDC 2009 IRREVOCABLE TRUST, its  
General Partner

By: \_\_\_\_\_  
David D. Colburn, Trustee

"Residences West"

\_\_\_\_\_, 2014

CSGF RANCHO MURIETA, LLC, a Delaware  
limited liability company

By: PCCP CSGF RB PORTFOLIO, LLC a  
Delaware limited liability company, its  
Member

By:   
Printed Name: Aaron Givara  
Authorized Signatory

"Residences East"

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**ACKNOWLEDGMENT**

State of California  
County of San Francisco )

On 4-9-2014 before me, A. K. DURRANI, Notary Public  
(insert name and title of the officer)

personally appeared AARON GIOVARA,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the  
person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

**ACKNOWLEDGMENT**

State of California  
County of San Francisco )

On 4-9-2014 before me, A. K. DURRANI, Notary Public  
(insert name and title of the officer)

personally appeared AARON GIOVARA,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature AK Durrani (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California            )  
  ) SS  
County of Sacramento        )

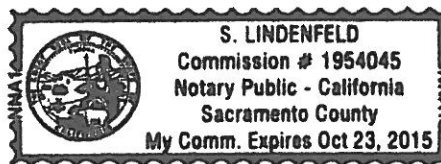
On April 25, 2014, before me, S. Lindenfeld, Notary Public, personally appeared Gerald Pasek who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)

S. Lindenfeld  
(Signature)



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Gerald E. Pasek,  
President, Board of Directors

\_\_\_\_\_, 2014

"DISTRICT"

BBC MURIETA LAND LLC,  
a California limited liability company

By: BBC LONGVIEW, LLC, an Illinois  
limited liability company, its Manager

By: LINCOLNSHIRE ASSOCIATES II, LTD.,  
a Texas limited partnership, its Manager

By: DDC 2009 IRREVOCABLE TRUST, its  
General Partner

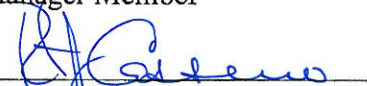
By: \_\_\_\_\_  
David D. Colburn, Trustee

"Residences West"

4-08 \_\_\_\_\_, 2014

MURIETA RETREATS, LLC,  
a California limited liability company,  
Member

By: The Robert J. Cassano and Sandra L.  
Cassano Revocable Living Trust, its  
Manager Member

By: 

Name: Robert J. Cassano

Title: Co-Trustee

"RETREATS"

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# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Placer

On April 8, 2014 before me, KIM J. NELSON, Notary Public  
(Here insert name and title of the officer)

personally appeared Robert J. Cassano

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

<p><b>DESCRIPTION OF THE ATTACHED DOCUMENT</b></p> <p><u>Memorandum of Financing ?</u>  <small>(Title or description of attached document)</small></p> <p><u>Services Agreement</u>  <small>(Title or description of attached document continued)</small></p> <p>Number of Pages <u>35</u> Document Date <u>4/8/14</u>  <small>(Additional information)</small></p>
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<p><b>CAPACITY CLAIMED BY THE SIGNER</b></p> <p><input checked="" type="checkbox"/> Individual (s)  <input type="checkbox"/> Corporate Officer</p> <p>_____  <small>(Title)</small></p> <p><input checked="" type="checkbox"/> Partner(s)  <input type="checkbox"/> Attorney-in-Fact  <input type="checkbox"/> Trustee(s)  <input type="checkbox"/> Other _____</p>
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\_\_\_\_\_, 2014

PCCP CSGF RB PORTFOLIO, LLC a Delaware  
limited liability company

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

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

March 31, 2014

" RIVERVIEW"  
ELK GROVE BILBY PARTNERS, L.P.,  
a California limited partnership

By: VPI 2004, Inc., a California corporation,  
its General Partner

By: Debra L Perry

Title: Vice President

" LAKEVIEW"

{00004-001-00027576-1}

**Attachment to Memorandum of Financing and Service Agreement**


**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF CALIFORNIA           §  
  §  
COUNTY OF SAN MATEO       §

On **March 31, 2014** before me, **Dona Gomez**, Notary Public, personally appeared **Debra L. Perry**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
*Signature of Notary*



*(For notary seal or stamp)*

RANCHO MURIETA COMMUNITY SERVICES  
DISTRICT

By: \_\_\_\_\_  
Gerald E. Pasek,  
President, Board of Directors

"DISTRICT"

\_\_\_\_\_, 2014

BBC MURIETA LAND LLC,  
a California limited liability company

By: BBC LONGVIEW, LLC, an Illinois  
limited liability company, its Manager

By: LINCOLNSHIRE ASSOCIATES II, LTD.,  
a Texas limited partnership, its Manager

By: DDC 2009 IRREVOCABLE TRUST, its  
General Partner

By:   
\_\_\_\_\_  
David D. Colburn, Trustee

"Residences West"

\_\_\_\_\_, 2014

MURIETA RETREATS, LLC,  
a California limited liability company,  
Member

By: The Robert J. Cassano and Sandra L.  
Cassano Revocable Living Trust, its  
Manager Member

By: \_\_\_\_\_  
Name: Robert J. Cassano  
Title: Co-Trustee

"RETREATS"

{00004-001-00027576-1}

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that David D. Colburn, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the said instrument as his free and voluntary act, for the uses and purpose therein set forth.

Given under my hand and notarial seal this 15<sup>th</sup> day of April, 2014



Kimberly M. Banks

NOTARY PUBLIC