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TEMPLETON COMMUNITY SERVICES DISTRICT

P.O. BOX 780 • 420 CROCKER STREET • TEMPLETON, CA 93465 • (805) 434-4900 • FAX: (805) 434-4820
www.templetoncsd.org

Community Facilities District No. 2017-01 (Public Services)

In 2017, the Templeton Community Services District (District) took several actions to form a Community Facilities District (CFD) for the purpose of funding public services. On March 7, 2017, the District Board adopted Resolution 5-2017 establishing Community Facilities (CFD) No. 2017-01. On May 2, 2017, the District Board adopted Ordinance No. 2017-1 authorizing the levy of a special tax within CFD No. 2017-01.

All projects and developments requiring discretionary approval are required to annex into the Templeton Community Services District Community Facilities District (CFD). The CFD was formed to finance public services, including, but not limited to the maintenance and servicing of fire and emergency response, weed abatement, parks and open space, recreation, storm drainage, street lighting and landscape maintenance and administrative and incidental expenses thereto.

Document Submittal List for Annexation:

1. A cover letter from the owners must accompany package (**Sample Cover Letter**).
2. A signed Deposit Agreement and \$3,500 flat fee is required at the time of document submittal. Any unused funds from the \$3,500 deposit will be returned to the developer/owner. If the initial deposit is not sufficient to cover the cost of the annexation, an additional deposit maybe required from the developer/owner. (Note that a separate Deposit agreement is not required if the applicant has entered into a Main Line Extension Agreement for this project.)
3. The completed Owner's Information Sheet (**Form Annexation-01**).
4. One original and one copy of notarized petition(s) (**Petition Form**), signed by the owners, requesting that the Board of Directors initiate the proceedings to annex territory into the district.
5. One original and one copy of notarized **Unanimous Approval** form, signed by the owners, constituting the unanimous vote of the owners to approve annexation of the territory into the CFD and the levying of special taxes on the territory.
6. One half size copy (50%) and one electronic copy of:
 - Tentative Tract Maps or Parcel Maps for projects under subdivision review process, or
 - Site Plans or Boundary Maps or Lot Line Adjustments for others
7. One original, one copy, and one electronic copy of metes and bounds legal descriptions (8 1/2" x 11" format), prepared by a licensed Civil Engineer or Land Surveyor, including a plat map.
8. One original 18" x 26" size mylar Annexation Map, and one electronic copy. See example. District will assign Annexation Number.
9. One copy of the title report prepared within three months from the date of submittal of the request to annex.

Date

Templeton Community Services District
Attn: Tina Mayer
PO Box 780
420 Crocker Street
Templeton, CA 93465

RE: CFD No. 2017-01 (Public Services) Annexation
Tentative Tract Map No. (or Parcel Map No.) _____
APN (s): _____

This letter serves as a request for the above referenced property to be annexed within the boundary of the CFD No. 2017-01 (Public Services) for general benefit for public services, including but not limited to fire and emergency response, weed abatement, parks and open space, recreation, library services, storm drainage, street lighting, landscape maintenance, and other public services permitted in the area surrounding the subject project. Also enclosed with this letter are the following documents required to initiate the process:

1. Completed Owner's Information Sheet (Form Annexation-01)
2. One original and one copy of notarized petition(s) (Petition Form), signed by the owners, requesting that the Board of Directors initiate the proceedings to create a community facilities district.
3. One original and one copy of notarized Unanimous Approval Form, signed by the owners, constituting the unanimous vote of the property owners in favor of the annexation of the property to the CFD and in favor of the levy of special taxes on the property.
4. A signed Deposit Agreement and an initial deposit of \$3,500 to compensate the District for all costs incurred in conducting proceedings to annex the property.

It is our understanding that any unused funds from the deposit provided will be returned to us. Similarly, if the total cost of labor and material for district annexation exceeds the deposit provided, we will be required to put in additional deposit to fund the difference.

Authorized Signature Here

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DEPOSIT AGREEMENT BETWEEN TEMPLETON COMMUNITY SERVICES DISTRICT AND _____.

THIS AGREEMENT is made this ____ day of _____, 20__, in San Luis Obispo County, California, by and between the Templeton Community Services District, hereinafter referred to as _____ "District," and _____, hereinafter referred to as "Applicant."

WITNESSETH:

WHEREAS, Applicant is the legal owner of certain real property of approximately ____ acre located at _____, Templeton, San Luis Obispo County, California, (APN # _____), within the Templeton Community Services District, and more particularly described in Exhibit A attached hereto.

WHEREAS, Applicant requests that the parcel be annexed into the Templeton Community Service District Community Facilities District;

WHEREAS, Applicant's request will cause the District to incur costs associated with engineering, legal and administrative services in connection with the proposed annexation of the property into the Templeton Community Service District Community Facilities District by District staff and consultants;

WHEREAS, the District is willing to perform necessary engineering, legal and administrative services, at the Applicant's cost, and desires that the Applicant provide a deposit to cover the associated costs; and

WHEREAS, Applicant is willing to provide said deposit on the terms and conditions hereinafter provided.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Deposit for District Services.

1. Deposit for District Services.

At the time of execution of this Agreement, Applicant shall advance to the District the sum of \$3,500 (the "Deposit") for engineering, legal and administrative services in connection with annexation of the property into the District Community Facilities District, hereinafter called 'Annexation'.

After receiving the Deposit, District will commence preparation of the Annexation. District will fund its work, and that of its consultants, under this Agreement from the Deposit, subject to the other terms of this Agreement, including this Section 1. When District either (A) completes preparation of the Annexation by the District, or (B) determines that the project is not feasible, District will refund to Applicant any Deposit funds in excess of the District's actual costs. At the District's discretion, it may obtain funding for its or its consultants' work under this Agreement exceeding the Deposit either: (A) by billing Applicant for any costs incurred by the District over and above the Deposit, and Applicant will pay any bills within 30 days of receipt; or (B) when the amount of the Deposit has been reduced below \$1,000, the District may request that Applicant refresh the Deposit in an amount not to exceed \$3,500 and Applicant will make that refreshment payment within thirty days of receipt. The District shall have no obligation to continue work under this Agreement at any time that the Deposit has been consumed by the cost of work performed by the District's staff or its consultants. Interest shall accrue on any delinquent amount at the rate of 10% per annum or the legal rate, whichever is less.

2. Term of Agreement and Termination.

This Agreement shall become effective on the date first above written and shall remain in effect until Applicant has completed all of its obligations hereunder.

3. Assignment.

The provisions of this Agreement shall apply to and bind the successors, grantees, and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof, or interest herein by the Applicant shall be valid until and unless approved by the District in writing. Such approval shall be conditioned on the agreement by the assignee, grantee, successor or transferee to be bound by the terms and conditions of this Agreement.

4. Attorney's Fees.

In the event that any arbitration, litigation, or other proceeding of any nature between the District and Applicant becomes necessary to enforce or interpret all or any portion of this Agreement, it is mutually agreed that the prevailing party therein shall receive from the other, in addition to such sums as may be awarded, an amount sufficient to reimburse such prevailing party for reasonable attorney's fees and costs paid or owing as a result of such proceeding.

5. Waiver of Rights.

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

6. Remedies Not Exclusive.

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

7. Entire Agreement.

This Agreement is freely and voluntarily entered into by the parties after having the opportunity to consult with their respective attorneys. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. The parties, in entering into this Agreement, do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than those inducements, promises, and representations contained in this Agreement. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Applicant and the District.

8. Notices.

All notices, statements, reports, approvals, requests, bills or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, be authorized in writing to so act. All such notices shall be deemed to have been received: (A) on the date of delivery if delivered personally; (B) 3 days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery; or (C) on the next business day if transmitted by e-mail with return receipt requested and receipt confirmed. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below:

Templeton Community Services District	Organization
Jeff Briltz	Name
420 Crocker Street	Address
P.O. Box 780	
Templeton, California 93465	
JBriltz@templetoncsd.org	email

9. Headings.

The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

10. Cooperation.

Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

11. Interpretation of this Agreement.

The parties acknowledge that each party has reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

12. Recitals.

The recitals at page 1 of this Agreement are incorporated herein by this reference and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Templeton Community Services District

Jeff Briltz, General Manager

Date

Name

Applicant Name and Title

Date

EXHIBIT A

Legal Description

Form Annexation-01

Parcel/Owner Information Sheet

Today's Date: _____

Please fill in the following information required for the Community Facilities District annexation:

1. Property Information

Tract or Parcel Map No. _____

Assessor's Parcel Number(s)	Acres
_____	_____
_____	_____

Land Use (Circle One and Fill in Information)

- | | |
|--------------------------------|------------------------------|
| 1. Single Family Residential | # of Lots at Buildout _____ |
| 2. Multi-Family Residential | # of Units at Buildout _____ |
| 3. Retail or Office | Net Acres _____ |
| 4. Industrial or Institutional | Net Acres _____ |

2. Contact Information – Owner

Name: _____

Type of entity: _____

Email: _____

Address: _____

Phone: _____ Fax: _____

3. Property Status

What date is the project scheduled for completion? _____

Do you plan to sell any of the property within the next six months? _____

If yes, when is escrow scheduled to close? _____

When are the first closings to individual homeowners scheduled to occur? _____

**PETITION TO ANNEX TERRITORY TO
TEMPLETON CSD COMMUNITY FACILITIES DISTRICT NO. 2017-01
(PUBLIC SERVICES)**

Board of Directors
Templeton Community Services District
420 Crocker Street
Templeton, California 93465

Dear Board Members:

This is a request to annex territory to the Templeton Community Services District Community Facilities District No. 2017-01 (Public Services) (“CFD 2017-01”) and undertake related matters under the Mello-Roos Community Facilities Act of 1982 (commencing with Government Code section 53311) (the “Act”). The undersigned hereby state as follows:

1. Petitioner. This petition is submitted by the persons (whether one or more) identified below as, or for, the fee title owners of the parcel of land identified below. By submitting this petition, such owners warrant to the Templeton Community Services District (the “District”) that they are authorized to execute this petition.

2. Proceedings Requested. The Petitioner asks that the District Board of Directors (the “Board”) undertake and complete proceedings under the Act to annex territory to existing CFD 2017-01. Such territory to be annexed shall be designated as “Templeton CSD Community Facilities District No. 2017-01 (Public Services) Annexation No. ____ (“Annexation No. ____”). The Petitioner additionally asks that the Board levy special taxes within Annexation No. ____.

3. Boundaries of Annexation No. ____. The Petitioner asks that the territory to be included in the boundaries of Annexation No. ____ consist of the parcels of land identified below.

4. Purpose of Annexation No. ____. The Petitioner asks that Annexation No. ____ be annexed to the CFD and that special taxes be levied to pay for public services to be provided by the District to Annexation No. ____, including but not limited to the maintenance and servicing of fire and emergency response, weed abatement, parks and open space, recreation, storm drainage, street lighting and landscape maintenance, and any other services permitted under the Act, including administrative and incidental expenses as shall be more fully identified during the course of the legal proceedings to annex territory into CFD 2017-01.

5. Election. The Petitioner asks that the election to be held under the Act, to annex territory to CFD 2017-01 and authorize the levy of special taxes be consolidated into a single election, that the election be conducted by the District and its officials using mailed or hand-delivered ballots, and that such ballots be opened and canvassed and the results certified at the same meeting of the Board as the public hearing on Annexation No. ____ under the Act or as soon thereafter as possible.

6. Waivers. To expedite the completion of the proceedings for Annexation No. _____, all notices of hearings and all notices of election, applicable waiting periods under the Act for special elections, and all ballot analysis or arguments for the election are hereby waived.

By executing this petition, the person(s) below agree(s) to all of the above.

The Property that is subject to this petition is identified as San Luis Obispo County Assessor's Parcel Numbers: _____, _____, _____, _____

The Property consists of a total of _____ acres.

The record owner of the Property is: _____.

Executed on _____, 2019

By: _____
Title: _____

The address to which the election materials for the Annexation No. _____ election are to be sent:

CERTIFICATE OF ACKNOWLEDGMENT BY NOTARY PUBLIC
[California Civil Code § 1189]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____, a notary public, personally appeared _____, 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)

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters**

**Templeton Community Services District
Community Facilities District No. 2017-01
(Public Services)**

_____, 2019

Board of Directors
Templeton Community Services District
420 Crocker Street
Templeton CA 93465

Dear Board Members:

This constitutes the Unanimous Approval (the “Unanimous Approval”) of the record owner(s) (the “Property Owner”) of the fee title to the real property identified below (the “Property”) contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”) to annexation of the Property to the "Templeton Community Services District Community Facilities District No. 2017-01 (Public Services)" (the “CFD”), and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the District current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the community services (the “Services”) described in Exhibit A to this Unanimous Approval and incorporated by reference.

3. Approval of Special Tax and the Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the “Special Taxes”) on the Property to finance the Services, according to the Rate and Method of Apportionment of Special Tax (“RMA”) for the CFD attached to this Unanimous Approval as Exhibit B and incorporated by reference.

4. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated

by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

5. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Luis Obispo, State of California on April 26, 2017 as Document No. 2017018050. The Property Owner hereby authorizes and directs the County Clerk-Recorder to execute and cause to be recorded in the office of the County Recorder of the County of San Luis Obispo an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto and will amend the Notice of Special Tax Lien only by adding the assessor parcel number of the Property and the name of the Property Owner.

6. Authority Warranted. The Property Owner warrants to the District that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the District for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

7. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the District and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

8. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the District to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City’s costs in annexing the Property to the CFD.

9. The Property. The Property is identified as follows:

Assessor’s Parcel No. _____

Property Address: _____

Acres: _____

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Property Owner

By: _____

Name: _____

Title: _____

Notice Address: _____

(attach acknowledgment)

CERTIFICATE OF ACKNOWLEDGMENT BY NOTARY PUBLIC
[California Civil Code § 1189]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____, a notary public, personally appeared _____, 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)

EXHIBIT A

**Templeton Community Services District
Community Facilities District No. 2017-01
(Public Services)**

DESCRIPTION OF SERVICES AUTHORIZED IN THE CFD

The services and facilities described below are proposed to be financed by CFD 2017-01 of the Templeton Community Services District:

The types of services to be financed by CFD 2017-01 shall include public services, including, but not limited to the maintenance and servicing of fire and emergency response, weed abatement, parks and open space, recreation, storm drainage, street lighting and landscape maintenance and any other services permitted under the Act and administrative and incidental expenses thereto.

"Maintenance," as used herein, means the furnishing of services and materials for the routine, recurring and usual work for the improvements for their intended purposes. Maintenance includes, but is not limited to, the repair, removal or replacement of equipment and facilities needed for fire and emergency response, weed abatement, parks and open space, recreation, storm drainage, street lighting and landscape maintenance.

"Servicing," as used herein, means the furnishing of electric current, or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

EXHIBIT B

**Templeton Community Services District
Community Facilities District No. 2017-01
(Public Services)**

**RATE AND METHOD OF APPORTIONMENT FOR
TEMPLETON COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2017-01
(PUBLIC SERVICES)**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in Templeton Community Services District Community Facilities District No. 2017-01 (Public Services) (County of San Luis Obispo) ("CFD No.2017-01") and collected each Fiscal Year commencing in Fiscal Year 2016-17, in an amount determined by the Board through the application of the appropriate Special Tax for "Developed Property," as described below. All of the real property in CFD No. 2017-01, unless exempted by law or by the provisions hereof, shall be taxed for these purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2017-01: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the District or any designee thereof or both); the costs of collecting the Special Taxes (whether by the District or otherwise); the costs to the District, CFD No. 2017-01, or any designee thereof of complying with CFD No. 2017-01 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the District, CFD No. 2017-01, or any designee thereof related to an appeal of the Special Tax; and the District's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the District or CFD No. 2017-01 for any other administrative purposes of CFD No. 2017-01, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Assessor's Parcel**" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"**Assessor's Parcel Map**" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"**Blended Consumer Price Index**" means the sum of the Los Angeles Urban Consumer Price Index and the San Francisco Urban Consumer Price Index, divided by two (2).

"**Board**" means the Board of the District, acting as the legislative body of CFD No. 2017-01.

"Building Permit" means a permit issued by the County or other governmental agency for the construction of a residential or non-residential building on an Assessor's Parcel.

"CFD Administrator" means an official of the District, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 2017-01" means Templeton Community Services District Community Facilities District No. 2017-01 (Public Services) (County of San Luis Obispo)

"County" means the County of San Luis Obispo.

"Developed Property" means, for each Fiscal Year, all Assessor's Parcels of Residential Property or Non-Residential Property for which a Building Permit has been issued on or after May 1, 2017.

"District" means the Templeton Community Services District.

"Dwelling Unit" means a building or portion thereof designed for and occupied in whole or part as a residence or sleeping place, either permanently or temporarily, by one family and its guests, with sanitary facilities and one (1) kitchen provided within the unit. Boarding or lodging houses, dormitories, and hotels shall not be defined as Dwelling Units unless the land use permit specifies a residential use.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Industrial and Institutional Property" means all Non-Residential Property, other than Retail and Office Property.

"Land Use Class" means any of the classes listed in Table 1.

"Los Angeles Urban Consumer Price Index" means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the Los Angeles - Anaheim - Riverside Area, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the City of Los Angeles.

"Maximum Special Tax" means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor's Parcel.

"Multi-Family Residential" means, all Assessor's Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of more than two Dwelling Units, including, but not limited to, triplexes, condominiums, and apartment units.

"Non-Residential Floor Area" means the total building square footage of the non-- residential building(s) or the non-residential portion of a building with both residential and non-residential areas located on an Assessor's Parcel of Developed Property, measured from outside wall to outside wall, exclusive of overhangs, porches, patios, carports, or similar spaces attached to the building but generally open on at least two (2) sides. The determination of Non-Residential Floor Area shall be made by reference to the Building Permit(s) issued for such Assessor ' s Parcel and/or to the appropriate records kept by the County Building Division, as reasonably determined by the CFD Administrator.

"Non-Residential Property" means, for each Fiscal Year, all Assessor's Parcels of Developed Property for which a Building Permit was issued on or after May 1, 2017 for a non-residential use.

"Property Owner Association Property" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No.2017-01 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association.

"Proportionately" means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property.

"Public Property" means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2017-01 that is owned by or irrevocably offered for dedication to the federal government, the State, the District or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2017-01 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Rate and Method of Apportionment" or "RMA" means this Rate and Method of Apportionment of Special Tax.

"Residential Property" means, for each Fiscal Year, all Assessor's Parcels of Developed Property for which a Building Permit was issued on or after May 1, 2017 for purposes of constructing one or more residential Dwelling Units.

"Resolution of Formation" means the resolution establishing CFD No. 2017-01.

"Retail and Office Property" means all Assessor's Parcels of Non-Residential Property that are or will be: (i) for retail purposes consisting of one or more commercial establishment(s) that sell general merchandise, hard goods, food and beverage, personal services, and other items directly to consumers, including but not limited to restaurants, bars, entertainment venues, health clubs, laundromats, dry cleaners, repair shops, storage facilities, and parcel delivery shops, and (ii) for office space in which professional, banking, insurance, real estate, administrative, or in-office medical or dental activities are conducted.

"San Francisco Urban Consumer Price Index" means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the San Francisco - Oakland - San Jose Area, measured as of the month of December in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the San Francisco Urban Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the San Francisco - Oakland - San Jose Area.

"Single Family Residential" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one single-family residential Dwelling Unit.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax Requirement.

"Special Tax Requirement" means that amount to be collected in any Fiscal Year for CFD No. 2017-01 to pay for certain costs as required to meet the needs of the CFD in that Fiscal Year. The costs to be covered shall be the direct costs for (i) Authorized Services, and (ii) Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator. Under no circumstances shall the Special Tax Requirement include debt service payments for debt financings by CFD No. 2017-01.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2017-01 which are not exempt from the Special Tax pursuant to law or Section E below.

"Undeveloped Property" means, for each Fiscal Year, all property not classified as Developed Property, Property Owner Association Property, or Public Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Assessor's Parcels, as applicable within CFD No. 2017-01, shall be classified as Developed Property, Undeveloped Property, Property Owner Association Property, or Public Property. However, only Developed Property shall be subject to annual Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below. All Developed Property shall be assigned to Land Use Class 1, 2, 3, or 4.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2018-19 for Developed Property is shown below in Table 1. Under no circumstances shall a Special Tax be levied on additions to existing Dwelling Units.

TABLE 1

**Maximum Special Taxes for Developed Property
For Fiscal Year 2018-19*
Community Facilities District No. 2017-01**

Land Use Class	Land Use	FY 2018-2019 Maximum Special Tax
1	Single Family Residential Property	\$1,026.51 per Dwelling Unit
2	Multi-Family Residential Property	\$820.99 per Dwelling Unit
3	Retail and Office Property	\$0.34 per Sq. Ft. of Non-Residential Floor Area
4	Industrial and Institutional Property	\$0.10 per Sq. Ft. of Non-Residential Floor Area

*Maximum Special Tax increase per Resolution No. 16-2018

b. Multiple Land Use Classes

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Taxes that can be levied for all Land Use Classes located on that Assessor's Parcel.

c. Increase in the Minimum Special Tax

On each July 1, commencing on July 1, 2017, the Maximum Special Tax for Developed Property shall be increased annually by the greater of the change in the Blended Consumer Price Index during the twelve (12) months prior to December of the previous Fiscal Year, or two percent (2.00%), with a maximum annual increase of six (6.00%) percent for any given Fiscal Year.

2. Undeveloped Property

No Special Taxes shall be levied on Undeveloped Property.

3. Prepayment of Special Tax

No prepayment of the Special Tax shall be permitted in CFD No. 2017-01.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2016-17 and for each following Fiscal Year, the Board shall levy the annual Special Tax Proportionately for each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

E. EXEMPTIONS

In addition to Undeveloped Property being exempt from annual Special Taxes, no Special Tax shall be levied on Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, such Assessor's Parcel shall, upon each reclassification, no longer be exempt from Special Taxes.

F. APPEALS AND INTERPRETATIONS

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the Board by filing a written notice of appeal with the clerk of the District, provided that the appellant is current in his/her payments of Special Taxes. The second

appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

The District may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeal. Any decision of the District shall be final and binding as to all persons.

G. MANNER OF COLLECTION

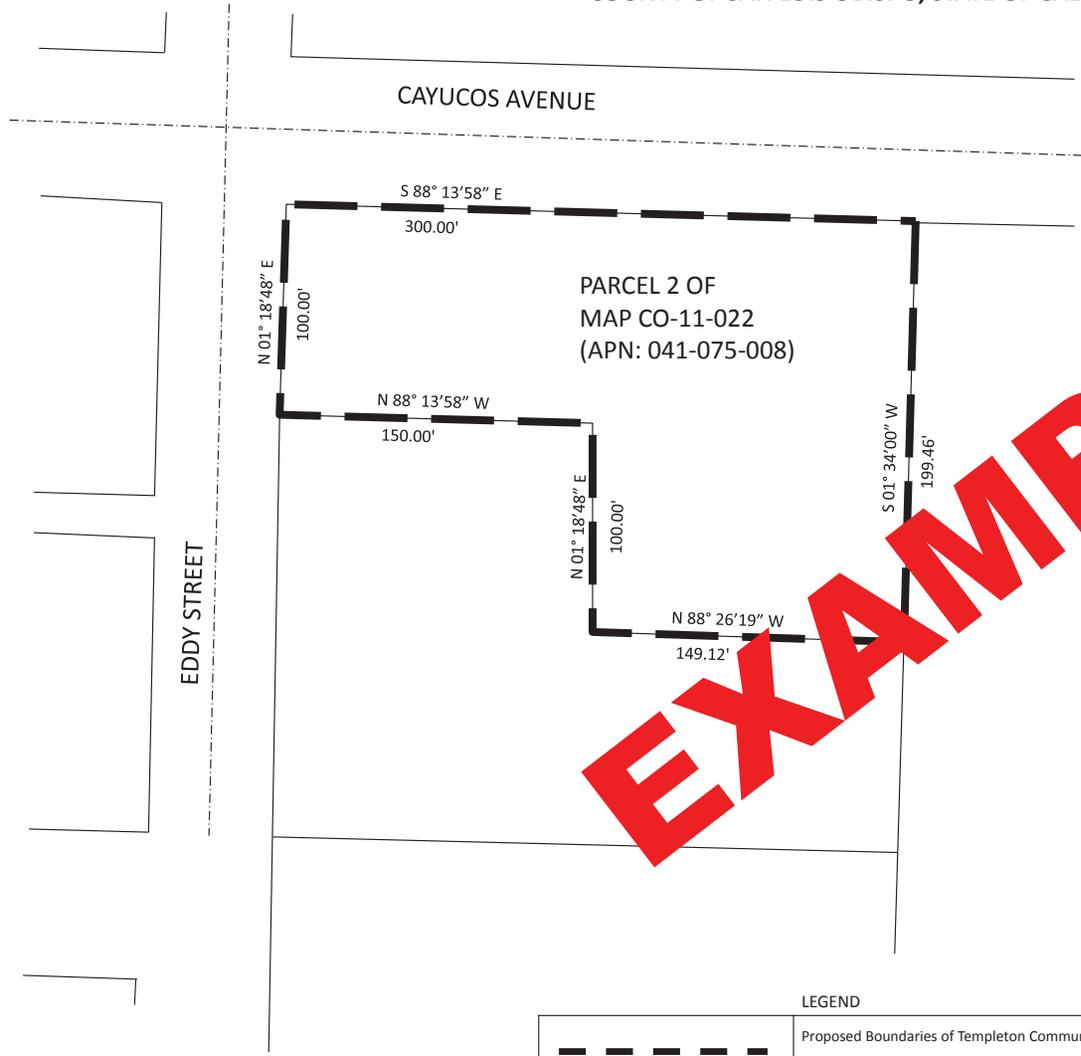
The annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2017-01 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the sole discretion of the Board.

TEMPLETON COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2017-01
ANNEXATION NO. ____
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

LEGAL DESCRIPTION
Real Property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:
PARCEL 2 OF PARCEL MAP CO 11-0022, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED MAY 29, 2014 IN BOOK 77, PAGES 33 THROUGH 35 OF PARCEL MAPS.
APN: 041-075-008



EXAMPLE

(1) Filed in the office of the Board Secretary of the Templeton Community Services District this ____ day of _____, 2018.

Laurie A. Ion, Board Secretary
Templeton Community Services District

(2) I hereby certify that the within map showing the proposed boundaries of the Templeton Community Services District Community Facilities District No. 2017-01, Annexation No. ____, County of San Luis Obispo, State of California, was approved by the Templeton Community Services District Board of Directors at a regular meeting thereof, held on this ____ day of _____, 2018, by its Resolution No. _____.

(3) Filed this ____ day of _____, 2018, at the hour of ____ o'clock __m, in Book ____ of Maps of Assessment and Community Facilities Districts at Page ____ and as Instrument No. _____ in the office of the County Clerk Recorder in the County of San Luis Obispo, State of California.

Tommy Gong
County Clerk-Recorder
County of San Luis Obispo

By: _____
Deputy

Fee: _____

LEGEND

	Proposed Boundaries of Templeton Community Services District Community Facilities District No. 2017-01, Annexation No. ____ County of San Luis Obispo, State of California
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