

RETURN TO:
Program Administrator
Yucaipa Energy Independence Program
34272 Yucaipa Boulevard
Yucaipa, CA 92399

A.P.N.: _____

EIP File No: _____

LENDER ACKNOWLEDGEMENT

THIS ACKNOWLEDGEMENT, (“Acknowledgement”) is granted this _____ day of _____, 20____, by _____, a _____ (“Lender”), and for the benefit of Property Owner (“Owner”), _____, and the CITY OF YUCAIPA, a subdivision of the State of California (“The City”), acting on behalf of the Yucaipa Energy Independence Program.

RECITALS

A. The City has established the Yucaipa Energy Independence Program (“Program”) to finance installation of distributed generation renewable energy sources or energy efficiency improvements (“Improvements”), as further described in Exhibit A attached hereto, that are permanently fixed to real property.

B. Owner has applied to the Program to finance the amount of \$_____, to be paid back with interest as an assessment on Owner’s real property, described in Exhibit B attached hereto (“Property”), over a period of _____ years.

C. Owner has previously executed a deed of trust dated _____, to Lender, as trustee and beneficiary thereunder, covering the Property, to secure a promissory note in the sum of \$_____, and recorded on, _____, _____ as Instrument No. _____ in the Official Records of the City of Yucaipa (“Deed of Trust”).

D. Owner has executed, or is about to execute, an Assessment Contract with The City (“Assessment Contract”) by which The City will disburse funds to Owner in a principal amount not to exceed \$_____ (“Disbursement”) to finance purchase and installation

of Improvements, and such Disbursement will be payable with interest, upon terms and conditions described in the Assessment Contract.¹

E. Pursuant to Chapter 29, Part 3, Division 7 of the California Streets and Highways Code, repayment by Owner under the Assessment Contract will be by a statutory assessment levied against the Property (the "Assessment") notice of which shall be recorded against the Property in the Official Records of the City of Yucaipa, and which Assessment, together with interest and any penalties, shall constitute a lien (the "Lien") on the Property, and shall be collected in installments on the property tax bill in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes.

F. Owner's Deed of Trust requires Lender's consent to voluntary encumbrances on the Property with priority over Lender's Deed of Trust.

ACKNOWLEDGEMENT

In consideration of the mutual benefits accruing to the parties and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged:

1. Lender acknowledges that it has been informed of Owner's participation in the Program, and agrees that Owner's execution of the Assessment Contract will not constitute a default under the Deed of Trust.

LENDER:

Lender Officer to sign:

By

Signature

Name

Title

Date

¹ A form of the Assessment Contract can be viewed online at www.yucaipa.org, or will be provided to Lender upon request.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of California	}
County of _____	
On _____ <i>Date</i>	Before me, _____ <i>Name and Title of Officer</i>
personally appeared _____	_____ <i>Name(s) of Signers</i>
<p>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 the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal</p>	
This area for official notary seal	_____ <i>Signature of Notary Public</i>

EXHIBIT A

(Include List of Improvements)

**EXHIBIT B
PROPERTY DESCRIPTION**

REAL PROPERTY IN THE CITY OF YUCAIPA, STATE OF CALIFORNIA, DESCRIBED
AS FOLLOWS:

(per Title Report or other identifying information)

