

**RESOLUTION NO. 2012-125**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSEMENT AND CREDIT  
AGREEMENT WITH URBAN PROPERTIES OF CALIFORNIA, INC. FOR PUBLIC  
LAND DEDICATIONS INCLUDED IN THE LAGUNA RIDGE SPECIFIC PLAN  
SUPPLEMENTAL PARK FEE PROGRAM AND AMENDING THE FISCAL YEAR  
2012-13 BUDGET AUTHORIZING STAFF TO EXECUTE THE REIMBURSEMENT  
EXPENDITURES**

**WHEREAS**, Elk Grove Municipal Code Section 16.82.100 and state law provides for reimbursement to developers for the private construction of facilities and land dedications designated in the Laguna Ridge Specific Plan Supplemental Park Fee Program (LRSPF) subject to approval by the City and entering into a reimbursement with the City of Elk Grove; and

**WHEREAS**, Urban Properties of California, Inc. (the Developer), as a condition of development, is required to dedicate lands within the Laguna Ridge Specific Plan that are eligible for reimbursement under the guidelines of the LRSPF; and

**WHEREAS**, the attached Reimbursement and Credit Agreement establishes criteria the Developer must meet prior to receiving any reimbursement or credit from the City; and

**WHEREAS**, the land value identified in Exhibit B "Land Dedication" to Exhibit A "Credit and Reimbursement Agreement for LRSP Park Land Dedication" of this resolution is a placeholder for illustrative purposes only, and the actual land value to be used in calculating final credit and/or reimbursement value will be established at a future date as outlined in the Nexus Study; and

**WHEREAS**, the Agreement creates additional expenses for the Laguna Ridge Specific Plan Supplemental Parks Fee Program that had not previously been programmed within the Fiscal Year 2012-13 budget; and

**WHEREAS**, the revenue to fund these expenses is future fees paid by other developers in the Laguna Ridge Specific Plan.

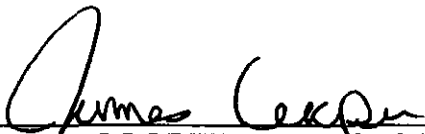
**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby resolves as follows:

1. **Approval of the Agreement.** The Mayor is hereby authorized to execute the Reimbursement and Credit Agreement for credits against future fees and cash reimbursement from the Laguna Ridge Specific Plan Supplemental Park Fee Program with Urban Properties of California, Inc. in substantially the same form as presented in the attached Exhibit A.

2. **Amending of the Fiscal Year 2012-13 Budget.** The Fiscal Year 2012-13 Budget is amended as follows:

<u>Account</u>	<u>Current Budget</u>	<u>Adjustment</u>	<u>Revised Budget</u>	<u>Action</u>
330-0000-443.66-23	\$0	\$286,262	\$286,262	Budget Amendment (Set up Quimby Fee Credit Account)
331-0000-443.66-23	\$0	\$236,817	\$236,817	Budget Amendment (Set up Supplemental Land Fee Credit Account)

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 11<sup>th</sup> day of July 2012.

  
\_\_\_\_\_  
JAMES COOPER, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
\_\_\_\_\_  
JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JONATHAN P. HOBBS  
INTERIM CITY ATTORNEY

**CITY OF ELK GROVE**  
**CREDIT AND REIMBURSEMENT AGREEMENT**  
**FOR LRSP PARK LAND DEDICATION**

Agreement No. \_\_\_\_

This Agreement, dated as of \_\_\_\_\_, 2012, is by and between the City of Elk Grove, a municipal corporation (the "City"), and Urban Properties of California Inc., a Florida corporation ("Developer").

**W I T N E S S E T H**

**WHEREAS**, Developer is the owner of that certain real property in the Laguna Ridge Specific Plan area, in the City of Elk Grove, State of California, with approved Tentative map no. EG-11-015 (the "Tentative Map"), commonly known as Tuscan Ridge West (the "Property"). It is contemplated that the Property will be developed as shown on the approved Tentative Map. The Property includes approximately 133 single family residential lots, a neighborhood park, and 2 parkways as identified on Exhibit A.

**WHEREAS**, Chapter 22.40 of the Elk Grove Municipal Code ("Quimby Ordinance") established park dedication requirements pursuant to the Quimby Act ("Quimby Fees");

**WHEREAS**, on January 26, 2011 the City adopted Ordinance no. 3-2011 and on September 14, 2011 the City adopted Resolution no. 2011-176, which established a Supplemental Park Fee to provide a cost equalization mechanism for all park and parkway facilities needed to serve development in the Laguna Ridge Specific Plan area ("LRSP"). The Supplemental Park Fee was adopted pursuant to the Mitigation Fee Act based on a nexus study dated August 31, 2011, with minor administrative revisions on October 13, 2011 ("Nexus Study"). The Supplemental Park Fee includes both a (i) facilities component which includes development costs for community park facilities, local and neighborhood park facilities and parkway facilities and (ii) a parkland component for parkland dedication required in the LRSP in excess of the Quimby Fees ("Supplemental Park Fee Program").

**WHEREAS**, the City will require parkland dedication of 5.0 acres per 1,000 residents from all properties in the Laguna Ridge Specific Plan area, or if a property owner cannot provide such Quimby park land dedication, the City will require payment of Quimby Fees in lieu of such dedication.

**WHEREAS**, the City also will require payment of the Supplemental Park Fee from all properties in the LRSP in accordance with the Nexus Study to the extent permitted by law.

**WHEREAS**, following adoption of the Supplemental Park Fee Program, the City will develop all remaining parks within the LRSP and all properties will be required to pay the facilities component of the Supplemental Park Fee rather than developing parks. Therefore, this Agreement only provides for credits and/or reimbursement for land dedication.

**WHEREAS**, as required by Developer's Tentative Map, upon recordation of a final map for the Property, Developer will dedicate the parkland identified in Exhibit B which is in excess of Developer's fair share requirement for the Property.

**WHEREAS**, this Agreement provides for the allocation of certain park fee credits to Developer and reimbursement for Developer's excess park land dedication to be provided to Developer upon dedication of the parkland identified in Exhibit B.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

## **A G R E E M E N T**

1. **Park Requirements.** Subject to the terms of this Agreement, the City agrees to provide fee credits and reimbursement of funds to Developer for LRSP parkland dedication which has been determined to be eligible pursuant to the Nexus Study upon dedication of such parkland to City. Developer shall be reimbursed from the City through a combination of fee credits and cash reimbursement as provided below. Notwithstanding the foregoing, or anything herein to the contrary, Developer shall only be eligible for such credits and reimbursement if and when Developer dedicates the parkland identified on Exhibit B to City.

2. **Parkland Dedication Credits and Reimbursement.**

2.1 **Credit Against Quimby Fees and Supplemental Park Fees For Park Land Dedication.** All lots in the LRSP shall be obligated to dedicate land pursuant to the Quimby Ordinance and pay the Supplemental Park Fee. Upon recordation of a final map, Developer shall dedicate, and City shall accept, the park land located within the Property shown on Exhibit B attached hereto, which is in excess of the Quimby Ordinance requirements and Supplemental Park Fee Program requirements for the Property. City will issue fee credits to Developer against all Quimby Ordinance dedication requirements and Supplemental Park Fees (land acquisition component) as established in the Nexus Study and set forth on Exhibit B.

2.2 **Reimbursement For Excess Park Land Dedication** Dedication of the parkland by Developer will result in excess parkland dedication for the Property as identified in the Nexus Study, and Developer will be due reimbursement for such excess dedication pursuant to the Quimby Fee and Supplemental Park Fee Program (land acquisition component) as established by the Nexus Study that the value of dedicated property shall be determined on the date of dedication as set forth in Exhibit B. Upon recordation of the final map, Developer shall dedicate the park land identified in Exhibit B, and Developer shall be eligible to receive cash reimbursement from Quimby Fees and Supplemental Park Fees (land acquisition component) collected by City for Developer's excess dedication as shown on Exhibit B. The reimbursement amount shall be based on the value for such land dedication at the time of dedication as set forth in the Supplemental Park Fee Program and as set forth in the Quimby Ordinance. Reimbursements for park land dedication shall be made on a "first-in, first-out basis," based on the order such parks within the LRSP are dedicated to the City. In the event the amount of parkland actually dedicated to City on the final map is different from the amount identified on the Tentative Map and Exhibit B, City shall have the right to adjust the credits and

reimbursement due Developer in accordance with the Supplemental Park Fee program and Nexus Study.

All credits and reimbursement due to Developer for parkland dedication shall become due, and Developer shall be listed in priority, on the date of dedication of such parkland. The Quimby Fees shall be accounted for separately by the City and reimbursed semi-annually to the Developer for over-dedicated acreage at the rate collected per acre during that semi-annual period. Alternatively, to the extent Developer has not received reimbursement for the over dedication of land identified on Exhibit B upon dedication of the parkland, Developer shall have the right at any time to sell or assign its surplus acreage credits for use within the LRSP or apply the credits to additional units to be acquired by Developer within the LRSP pursuant to Section 3.2 and Section 10 below.

3. **Reimbursement Priority and Vouchers.**

3.1 **Reimbursement Priority.** The City has, and shall continue to, collect Quimby Fees and Supplemental Park Fees from all property owners in the LRSP in the amount required by the City's Quimby Ordinance and Supplemental Park Fee Program as such Supplemental Park Fee Program may be amended or updated from time to time and shall place such fees in separate capital facilities accounts. City shall retain and make available for reimbursement: (i) one hundred percent (100%) of the Quimby Fees collected within the LRSP and (ii) one hundred percent (100%) of the Supplemental Park Fee (land acquisition component) revenue collected for reimbursement to LRSP developers dedicating parkland.

3.2 **Fee Credit Voucher.** All rights to the credits and reimbursement for land dedication made by Developer are personal to Developer, and shall not run with the land. Developer shall have the right to assign credits and/or reimbursements to reduce or eliminate Quimby Fees and Supplemental Park Fees otherwise payable by an assignee by providing a written assignment or voucher to City in the form attached hereto as Exhibit C.

3.3 **Annual Adjustment.** The Supplemental Park Fee shall be adjusted no later than July 1 of each year.

4. **Limited City Obligation.** The obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except the Quimby Fees and Supplemental Park Fees collected in the LRSP (including any deposits for such fees prior to their adoption). Neither the General Fund nor any other fund of the City, except the applicable fund(s) associated with the Quimby Fees and Supplemental Park Fee Program, shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. The Developer shall not compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

5. **No Third Party Beneficiary.** The City and the Developer enter into no contract or agreement with any general contractor, subcontractor, or other party by entering into this Agreement; nor is any general contractor, subcontractor, or other party a third party beneficiary of this Agreement; and the City shall have no obligation to pay any general contractor,

subcontractor, or other party for any work that such general contractor, subcontractor, or other party may do pursuant to the plans and specifications for the park improvements.

6. **Notice.** Any notice, payment, or instrument required or permitted by this Agreement to either party shall be deemed to have been received when personally delivered to that party or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

City: City of Elk Grove  
8400 Laguna Palms Way  
Elk Grove, CA 95758  
Attn: City Engineer

With a copy to: City of Elk Grove  
Public Works - Administrative Services  
8400 Laguna Palms Way  
Elk Grove, CA 95758  
Attn: Finance Administrator

Developer: Clifton Taylor  
Vice President  
Richland Communities, Inc.  
1478 Stone Point Drive, suite 320  
Roseville, CA 95661

With a copy to: Urban Properties of California, Inc.  
% Legal Department  
4100 Newport Place, Suite 800  
Newport Beach, CA 92660

Either party hereto may, by notice given hereunder, designate a different address to which subsequent notices, payments, and instruments shall be delivered to it.

7. **Term.** The term of this Agreement shall start as of the date first written above and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

8. **Captions.** Captions to Sections of this Agreement are for convenience purposes only, and are not part of this Agreement.

9. **Severability.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

10. **Assignment of Reimbursement and Credits.** Developer may transfer or assign any or all of the rights arising under or from this Agreement, including but not limited to the right to receive reimbursement and credits, by providing written notice thereof to the City. Assigned credits shall be applicable to any Quimby Fees or Supplemental Park Fees (land acquisition component) within the LRSP (and each voucher shall specify which type of credits are being assigned), and shall be accepted by City on a dollar-for-dollar basis and adjusted each year in the same amount as the annual inflationary adjustment of the City's Supplemental Park Fees. In order to utilize the credit amount as provided for herein, Developer shall deliver an executed copy of a Quimby Fee or Supplemental Park Fee voucher to City in the form attached as **Exhibit C**, or such other document or letter as may be acceptable to City. The Quimby Fee or Supplemental Park Fee voucher, or other written request, shall notify City of the Credit Amount Developer intends to transfer. After receipt of such written request from Developer and prior to issuance of building permits, City shall reduce any Quimby Fees and Supplemental Park Fees that would normally be collected by City for that development in the amount stated in Developer's written request. Any Quimby Fees and Supplemental Park Fees not collected as a result of the receipt of such written request from Developer shall be deducted from Developer's credit amount.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the foregoing, or anything herein to the contrary, unless assigned in accordance with Section 10 above, the reimbursements and credits to be paid to Developer are personal to Developer and shall not automatically run with the land or the subsequent purchasers of Developer's property. Developer may transfer or assign any or all of the rights arising under this Agreement, including but not limited to the right to receive reimbursement and credits, by providing the Quimby Fee or Supplemental Park Fee voucher to the City, or other written request acceptable to the City, as provided above. In the absence of any such written assignment, a subsequent purchaser of any portion of a Developer's property shall have no rights to any credits or reimbursements due Developer hereunder unless assigned to such property pursuant to a voucher.

12. **Governing Law; Venue.** This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California.

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by both parties.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one instrument.

15. **Satisfaction of Conditions.** City agrees that by executing this Agreement, and complying with the terms and conditions herein, any general or specific tentative map conditions for the Property related to this Agreement requiring dedication of parks or construction of park improvements covered by this Agreement or the payment of Quimby Fees and Supplemental Park Fees shall be deemed satisfied.

16. **No Agency, Joint Venture or Partnership.** Although City and Developer intend to cooperate and work together to carry out the terms of this Agreement for the purposes of implementing the fee credit and reimbursement provisions, the parties renounce the existence of any form of agency relationship, joint venture, partnership or other association between City and Developer and nothing contained herein or in any document executed in connection herewith shall be construed as creating any such legal relationship.

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

*[Signatures on next page.]*



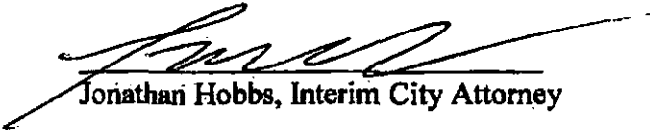
CITY OF ELK GROVE

By: \_\_\_\_\_  
James Cooper, Mayor

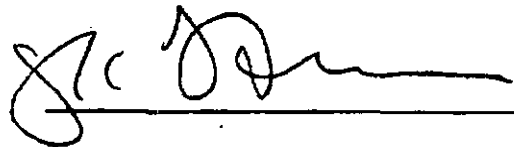
Attest:

\_\_\_\_\_  
Jason Lindgren, City Clerk

Approved as to form:

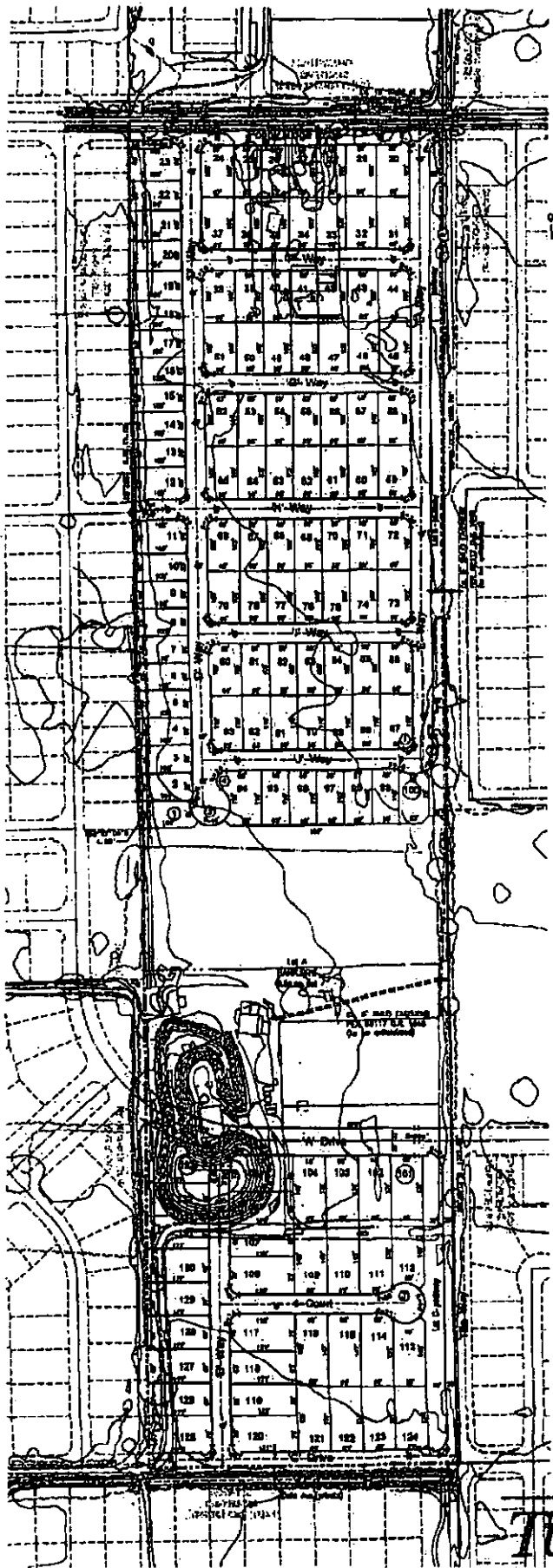
  
Jonathan Hobbs, Interim City Attorney

URBAN PROPERTIES OF CALIFORNIA INC.,  
a Florida corporation

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

Name: John C. Troutman

Title: Vice President



**PROJECT INFORMATION**

**THE DEVELOPER:** City of Elk Grove, Planning & Public Works Dept. 1400 Elk Grove Blvd., Elk Grove, CA 95624

**ASSISTANT PROJECT MANAGER:** 133-8028-911, 410

**OWNER:** City of Elk Grove, Planning & Public Works Dept. 1400 Elk Grove Blvd., Elk Grove, CA 95624

**DESIGNER:** Mackay & Somp's, 1425 Howe Road, Suite 200, Elk Grove, CA 95624 (916) 772-1188

**DESIGN USE:** Planned

**PROPOSED USE:** Single Family Residential, Plot

**DESIGN ZONING:** RS-4, RS-6, O

**PROPOSED ZONING:** No change

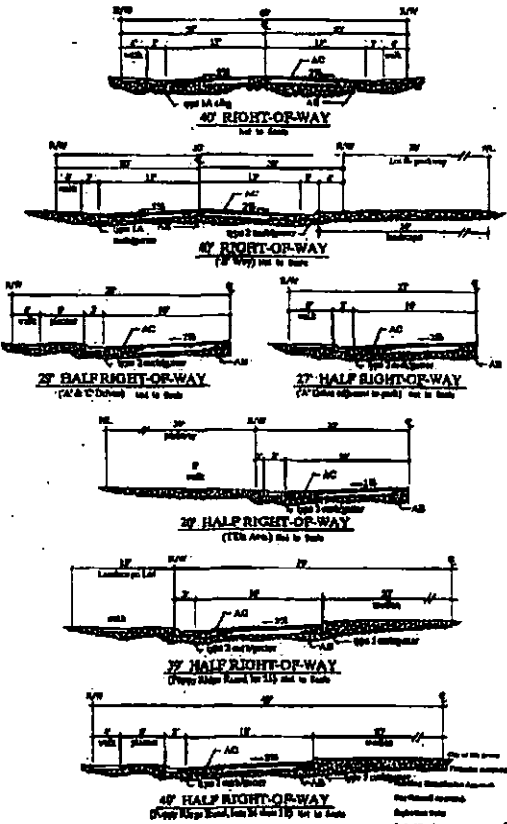
**SPECIAL DESIGN REQUIREMENTS:** Consistent Community Services Standard (CSCS) Consistent Community Services Standard (CSCS) City of Elk Grove Planning & Public Works Dept. City of Elk Grove Sacramento County Water Agency, 2000-1

**NUMBER OF LOTS:** 176 TOTAL LOTS  
142 Single Family Lots  
120 60' x 120' Lot Size  
24 60' x 120' Lot Size  
1: Park Lots  
2: Parking Lots  
ATCA: 30.62 Acres (gross)

**NOTES:**

- 1) Dimensions of areas shown are approximate and subject to change.
- 2) Developer reserves the right to file another map at any time.
- 3) All utility lines are shown as approximate and subject to change.
- 4) All utility lines are shown as approximate and subject to change.
- 5) All utility lines are shown as approximate and subject to change.
- 6) All utility lines are shown as approximate and subject to change.
- 7) This is not intended as a preliminary map.
- 8) This is not intended as a preliminary map.
- 9) This is not intended as a preliminary map.
- 10) See proposed design modifications.

LOT #	REMARKS/NOTES	AREA
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...
6	...	...
7	...	...
8	...	...
9	...	...
10	...	...
11	...	...
12	...	...
13	...	...
14	...	...
15	...	...
16	...	...
17	...	...
18	...	...
19	...	...
20	...	...
21	...	...
22	...	...
23	...	...
24	...	...
25	...	...
26	...	...
27	...	...
28	...	...
29	...	...
30	...	...
31	...	...
32	...	...
33	...	...
34	...	...
35	...	...
36	...	...
37	...	...
38	...	...
39	...	...
40	...	...
41	...	...
42	...	...
43	...	...
44	...	...
45	...	...
46	...	...
47	...	...
48	...	...
49	...	...
50	...	...
51	...	...
52	...	...
53	...	...
54	...	...
55	...	...
56	...	...
57	...	...
58	...	...
59	...	...
60	...	...
61	...	...
62	...	...
63	...	...
64	...	...
65	...	...
66	...	...
67	...	...
68	...	...
69	...	...
70	...	...
71	...	...
72	...	...
73	...	...
74	...	...
75	...	...
76	...	...
77	...	...
78	...	...
79	...	...
80	...	...
81	...	...
82	...	...
83	...	...
84	...	...
85	...	...
86	...	...
87	...	...
88	...	...
89	...	...
90	...	...
91	...	...
92	...	...
93	...	...
94	...	...
95	...	...
96	...	...
97	...	...
98	...	...
99	...	...
100	...	...
101	...	...
102	...	...
103	...	...
104	...	...
105	...	...
106	...	...
107	...	...
108	...	...
109	...	...
110	...	...
111	...	...
112	...	...
113	...	...
114	...	...
115	...	...
116	...	...
117	...	...
118	...	...
119	...	...
120	...	...
121	...	...
122	...	...
123	...	...
124	...	...
125	...	...
126	...	...
127	...	...
128	...	...
129	...	...
130	...	...
131	...	...
132	...	...
133	...	...
134	...	...
135	...	...
136	...	...
137	...	...
138	...	...
139	...	...
140	...	...
141	...	...
142	...	...



Revised Tentative Map

# TUSCAN RIDGE WEST

City of Elk Grove, California  
 Scale 1" = 100'  
 March 8, 2011  
 Revised: April 26, 2011  
 August 2, 2011

**MACKAY & SOMPS**  
 ENGINEERS PLANNERS SURVEYORS  
 1025 Rockwood Blvd, Suite 100, Rockwood, CA 95661 (916) 772-1188

APPROVED  
 MS 3 (11)  
 CITY OF ELK GROVE  
 2/13/2011  
 27071.00

**REVISIONS**  
 1. Addendum No. 1 to the Tentative Map No. 27071.00, dated August 2, 2011, is hereby amended to change the map to show the proposed design modifications as shown on the attached sheets. The map is hereby amended to show the proposed design modifications as shown on the attached sheets. The map is hereby amended to show the proposed design modifications as shown on the attached sheets.

**DESIGN MODIFICATIONS**

1. Increase width of 40' and 27' lots to 48'.
2. Change lot width of 40' lots to 48'.
3. Change lot width of 27' lots to 48'.
4. Change lot width of 27' lots to 48'.
5. Change lot width of 27' lots to 48'.
6. Change lot width of 27' lots to 48'.
7. Change lot width of 27' lots to 48'.
8. Change lot width of 27' lots to 48'.
9. Change lot width of 27' lots to 48'.
10. Change lot width of 27' lots to 48'.

**Exhibit B-land dedication**  
**Laguna Ridge Specific Plan**  
**LRSP Supplemental Park Improvement Fee**  
**Per City of Elk Grove Staff Report, September 14, 2011.**

**Supplemental Park Fee Land Dedication Requirement**

		Units (Single Family)	Dedication Requirement per Unit*	
Ph III	Tuscan Ridge	133	Single Family 0.0130	Total Req'd 1.73
				Total 1.73

\* per Table B-8, LRSP Supplemental Park Fee Nexus Study (Final Version) dated 10/13/11

**Quimby Land Dedication Requirement**

		Units (Single Family)	Dedication Requirement per Unit**	
Ph III	Tuscan Ridge	133	Single Family 0.0158	Total Req'd 2.10
				Total 2.10

\*\* per Table D-1, LRSP Supplemental Park Fee Nexus Study (Final Version) dated 10/13/11

Map Label	Phase	Park	Acreage	Supp Fee Area	Quimby Area	Date of Dedication	Nexus Land Value per Acre [1]	Hawk Mitigation per Acre [1]	Total Value per Acre [1]	Total Supp Fee Value
<b>Future Dedications</b>										
P17	II		8.50	3.54	4.96		\$94,650	\$9,646	\$104,296	\$400,850
PC20	II		5.82	0.37	0.45		\$94,650	\$9,646	\$104,296	\$38,654
PC22	II		0.54	0.24	0.30		\$94,650	\$9,646	\$104,296	\$25,455
Totals:			14.86	4.15	5.71					\$464,959 [1]

	Acreage	Supp Fee Area	Quimby Area
Total Land Dedication to Date:	6.53	4.48	8.40
Total Land Dedication Requirement		1.73	2.10
Surplus Land Dedication Total:		2.73	3.30

	Supp Fee Areas	Quimby Areas
2.73 ac	\$104,296	\$204,601
0.00 ac	\$0	\$0
0.00 ac	\$0	\$0
<b>Value of Surplus Land Deductions To Date:</b>	<b>2.73 ac</b>	<b>\$284,451 [1]</b>
		<b>3.30 ac</b> (land value TBD) [2]

[1] Actual Value of Surplus Land will be determined by the established value at the time the land is dedicated to the City. Actual Fee value for Swainson's Hawk fee will be determined by the actual fee at the time the developer records a final map.  
 [2] The value for Quimby reimbursements will be determined by the value of fees paid by future development. The developer will be in position, on a First in First out basis to receive reimbursement if developers who pay Quimby in-lieu fees in the future. Fees will be reimbursed to developer on an acre by acre basis, based on the value of land dedication in the year in-lieu fees are paid by the developer (as opposed to the values at time of dedication).

**Exhibit C – Form of Park Fee Credit Assignment**

**CITY OF ELK GROVE  
LAGUNA RIDGE SPECIFIC PLAN TRANSFER AND ASSIGNMENT OF PARK FEE CREDITS**

As of the Effective Date, the undersigned as the holder ("Assignor") of certain fee credits in a Reimbursement Account for the Laguna Ridge Specific Plan hereby assigns, transfers and conveys to (*company name*), ("Assignee") represented by (*representative authorized to use/assign credits*) the following fee credits in the following amounts:

<u>Credit Type</u>	<u>Amount</u>
1) Laguna Ridge Specific Plan Supplemental Park Fee Credits - Land	\$ _____
2) Laguna Ridge Specific Plan Supplemental Park Fee Credits – Development	\$ _____
3) Quimby Fee Credits	\$ _____
<b>Total Credit Assignment</b>	<b>\$ _____</b>

The granting of these credits does not constitute acceptance of improvements by the City. As of the Effective Date, the Assignee, for itself and its successors and assigns, hereby accepts such assignment and assumes all obligations to be subject to the provisions of the applicable fee program and applicable reimbursement agreement with respect to the application and interpretation of the fee credit and fee reimbursement provisions.

The Assignee (*representative authorized to use/assign credits*) may be contacted at the following address and telephone number:

*(enter contact information for transferee)*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date").

Credits Assigned By:

\_\_\_\_\_  
Name  
Title, Company name

Assignment Accepted By:

\_\_\_\_\_  
Name  
Title, Company name

Approved by City:

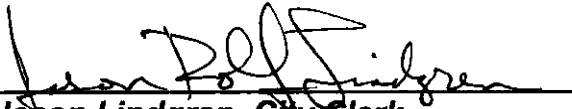
\_\_\_\_\_  
Name and Title of Fee Credit Administrator

**CERTIFICATION  
ELK GROVE CITY COUNCIL RESOLUTION NO. 2012-125**

**STATE OF CALIFORNIA            )**  
**COUNTY OF SACRAMENTO    )**     **ss**  
**CITY OF ELK GROVE         )**

***I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on July 11, 2012 by the following vote:***

**AYES :            COUNCILMEMBERS:    Cooper, Hume, Detrick, Scherman**  
**NOES:            COUNCILMEMBERS:    None**  
**ABSTAIN :        COUNCILMEMBERS:    None**  
**ABSENT:          COUNCILMEMBERS:    Davis**

  
**Jason Lindgren, City Clerk**  
**City of Elk Grove, California**