

NO FEE DOCUMENT

RECORDING REQUESTED BY:)
MAIL TAX STATEMENTS TO)
AND WHEN RECORDED, MAIL TO:)
)
City of Elk Grove)
c/o City Clerk)
8401 Laguna Palms Way)
Elk Grove, CA 95758)

Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

**AGREEMENT FOR DEFERRAL OF CERTAIN DEVELOPMENT IMPACT FEES
[PROJECT NAME]**

This Agreement for Deferral of Certain Development Impact Fees ("Agreement") is made and entered into this ____ day of _____, 2025 ("Effective Date") by and among the City of Elk Grove, a California municipal corporation (the "City"), Cosumnes Community Services District, a California special district ("CCSD" and together with City, "Agencies") and _____ ("Developer").

WHEREAS, the Developer proposes to develop a mixed-use development which includes both residential and non-residential development approved under a District Development Plan pursuant to Elk Grove Municipal Code section 23.16.080(B)(6) (the "Project") at [ADDRESS] located in Elk Grove, California, APN _____ (as more particularly described in Exhibit A, attached hereto and incorporated herein by reference) (the "Property"); and

WHEREAS, this Agreement provides for the deferral of certain impact fees for the Project pursuant to Government Code section 66007.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Deferred Fees. Agencies shall defer collection of _____ (collectively, the "Fees") until the date the Certificate of Occupancy is issued.

Section 2. Amount of Fees. The current amount of the Fees deferred by Developer pursuant to this Agreement are set forth below:

Project Fees
\$ _____ due for _____;
\$ _____ due for _____;
\$ _____ due for _____;
\$ _____ due for _____;

[TEMPLATE NOTE: THE LIST OF FEES ABOVE WILL BE UPDATED ON A PROJECT BY PROJECT BASIS TO REFLECT THE FEES APPLICABLE TO THE PROJECT WHICH ARE DEFERRED HEREUNDER]

Thus, at the time of the execution of this Agreement, the estimated total of all Fees to be deferred hereunder is \$ _____. These amounts represent one hundred percent (100%) of the total payable on each of said Fees, together with appropriate administrative fees, for the issuance of a building permit(s) for the Project,

Agreement for Deferral of Development Impact Fees

as of the Effective Date. This amount is an estimate only. The Fees to be paid for each permit shall be the amount of the fee in effect at the time that full payment is made to the Agencies. These amounts are subject to annual inflationary adjustments and other increases enacted by the applicable Agency. The amount due upon payment will be based upon the corresponding fee rate due at the time of payment. The Fees to be deferred herein, plus any additional amounts as a result of annual inflationary and other increases, shall be the "Aggregate Balance Due."

Section 3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall terminate upon payment of all deferred impact Fees by Developer.

Section 4. Payment Terms and Conditions. In accordance with California Government Code Section 66007, Developer shall pay to the Agencies, through City, the Aggregate Balance Due, for the deferred Fees on or before the date the temporary certificate of occupancy or certificate of occupancy is issued for the Project, whichever comes first. The Project includes the following building permits:

Permit #	Address	APN
_____	_____	_____

Section 5. Required Notice Upon Escrow. Developer shall provide Agencies with written notice in the event of the opening of any escrow for the sale of the property for which the building permits in Section 5 were issued and shall provide in the escrow instructions that the Aggregate Balance Due shall be paid to the Agencies from the sale proceeds in escrow prior to disbursing any proceeds to the seller as provided for in Government Code section 66007(d)(3).

Section 6. Notices. Any notice or other communication to be given to either party pursuant to this Agreement shall be given by delivering the same in writing to the parties at the addresses set forth below:

Developer: _____

City: City Manager
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

CCSD: General Manager
Cosumnes Community Services District
8820 Elk Grove Blvd.
Elk Grove, CA 95624

Such notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing herein shall preclude the giving of personal notice.

Section 7. Recordation; Lien. This Agreement shall be recorded in the Office of the County Recorder of Sacramento County and, from the date of recordation, shall constitute a lien for the payment of Fees deferred hereunder, which shall be enforceable against successors in interest to Developer. No building permit for the Project shall be issued until recordation is complete.

Section 8. Waiver. Agencies, by establishing the procedures and entering into this Agreement, do not warrant the Agreement against legal challenge or warrant its enforceability. Developer specifically waives any defense against the enforcement of its obligation hereunder to the extent such defense is related in whole or part to the validity of this Agreement.

Section 9. Amendments. Modifications or amendments affecting the terms and conditions contained in this Agreement shall be in writing and executed by all parties.

Section 10. Indemnification. The Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify, and hold harmless Agencies and their officers, employees, consultants, and agents from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively "Liabilities"), to which they may be subjected or put, by reason of, or resulting from this Agreement, except Liabilities arising from the sole negligence or willful misconduct of the City or CCSD, as applicable. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force.

Section 11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Agencies and Developer concerning the deferral of the payment of the above-mentioned Fees.

Section 12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

Agreement for Deferral of Development Impact Fees

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

SIGNATURES MUST BE NOTARIZED

CITY:

CITY OF ELK GROVE,
a California municipal corporation

By: _____
Jason Behrmann
City Manager

Approved as to form:

By: _____
Jonathan P. Hobbs
City Attorney

Attest:

By: _____
Jason Lindgren
City Clerk

SIGNATURES MUST BE NOTARIZED

CCSD:

COSUMNES COMMUNITY SERVICES DISTRICT,
a California special district

By: _____

General Manager

Approved as to form:

By: _____

Sigrid Asmundson
District Counsel

Attest:

By: _____

Elenice Gomez
District Clerk

SIGNATURES MUST BE NOTARIZED

DEVELOPER:

[Entity Name],
a [entity state of formation] [corporation/limited liability company/limited partnership, etc.]

By: _____

Name:

Its:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODES 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, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____,
Name(s) of Signer(s)

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

EXHIBIT A

Legal Description

Real property in the City of Elk Grove, County of Sacramento, State of California, described as follows: