

**CREDIT AND REIMBURSEMENT AGREEMENT  
FOR BASS LAKE HILLS SPECIFIC PLAN  
PUBLIC FACILITIES FINANCE PLAN (“PFFP”) IMPROVEMENTS  
AGMT# 22-55033**

**THIS CREDIT AND REIMBURSEMENT AGREEMENT**, made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, and **TOLL WEST COAST LLC**, a Delaware limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 110 Woodmere Road, Suite 120, Folsom, California 95630. This Agreement concerns the construction and acquisition of improvements necessary for the development of the Bass Lake North residential subdivision within the Bass Lake Hills Specific Plan Area, funded under the Bass Lake Hills Specific Plan Public Facilities Financing Plan.

**RECITALS**

**WHEREAS**, Developer is the owner of certain real properties under development within Specific Plan Area of the County for the development of the Project; and

**WHEREAS**, the Board of Supervisors of the County has adopted the PFFP to pay for certain Plan Area Improvements as funded by PFFP Fees levied under the PFFP Fee Program. County maintains the policies associated with fee credits and reimbursements under the PFFP Fee Program related to the construction and funding of the Plan Area Improvements that are included for funding under the PFFP Fee Program; and

**WHEREAS**, the Final Map of Bass Lake North was recorded at Book K of Subdivisions at Page 58 on October 31, 2022, creating ninety (90) lots within the Project; and

**WHEREAS**, Condition No. 66 & 67 of the Project's Conditions of Approval requires the Developer to construct or cause to be constructed the Facilities and County has reviewed and determined the Facilities are included for funding under the PFFP Fee Program as Plan Area Improvements; and

**WHEREAS**, Developer has entered into the Offsite Road Improvement Agreement for Bass Lake North Off-Site Bike Path, TM 14-1522 / PD 14-0010 Between The County And The Developer, Agreement #22-55027, dated September 13, 2022, and Developer has obtained Commercial Grading Permit CG 0304592 to construct an off-site Park and Ride; and

**WHEREAS**, County and Developer desire to enter into an agreement to provide for allowable PFFP Fee Credits, up to the PFFP Fee obligation associated with the Projects (excluding the Admin portion thereof), and reimbursement by the County to Developer for the Eligible Facility Costs incurred by Developer for the design, construction and funding of the Facilities that is in excess of the PFFP Fee obligation associated with the Project (excluding the Admin portion thereof), all in accordance with the terms and conditions set forth herein;

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

## **SECTION 1. DEFINITIONS**

All capitalized terms not otherwise defined herein, shall have the meaning assigned thereto in the PFFP Fee Program. For purposes of this Agreement:

- (1) *Agreement* means this Agreement.
- (2) *County* means the County of El Dorado.
- (3) *Developer* means Toll West Coast LLC.
- (4) *Director* means the Director of Transportation for the County Department of Transportation, or designee.
- (5) *Estimated Eligible Facility Cost* means the estimated cost of the Facilities based on the cost estimate set forth in Exhibit C, attached hereto and incorporated herein by reference.
- (6) *Eligible Facility Costs* means the actual costs for the Facilities that the County determines are eligible for credit or reimbursement consistent with Section 10 below.
- (7) *Facilities* or *Facility* means those public facilities and improvements shown and described in Exhibit B attached hereto, and identified as Plan Area Improvements in the PFFP Fee Program.
- (8) *Final Map* means the Final Map of Bass Lake North as recorded at Book K of Subdivisions at Page 58 on October 31, 2022, creating ninety (90) lots within the Project.
- (9) *PFFP* means the Bass Lake Hills Specific Plan Public Facilities Financing Plan as adopted by the Board of Supervisors on July 22, 2021, in Resolution 065-2021.
- (10) *PFFP Fee Credit* means an offset of the Developer's PFFP Fee Obligation, except that the credit shall not reduce the admin portion of the PFFP Fee Obligation.
- (11) *PFFP Fee Credit Cap* means the maximum amount of PFFP Fee Credits that the Developer may claim under this Agreement, which is set out in Exhibit D and attached hereto.
- (12) *PFFP Fee Obligation* means then-current PFFP fee due at the time of building permit issuance. The Parties acknowledge that the PFFP provides for an annual inflationary adjustment and PFFP fees due will vary over time.
- (13) *PFFP Fee Reimbursement* means the amount that the Developer's Total PFFP Fee Obligation, excluding the administrative cost portion, for the Project exceeds the Eligible Cost for the Facilities.
- (14) *Plan Area Improvements* means those certain public facilities identified in the PFFP to be funded by PFFP Fee Program.

- (15) *Project* means Bass Lake North Residential Project, as shown in Exhibit A attached hereto and incorporated herein by this reference.
- (16) *Specific Plan* means the Bass Lake Hills Specific Plan.
- (17) *TIF Admin Manual* means the County's Traffic Impact Fee Administrative Manual as adopted by the Board of Supervisors on March 21, 2023, in Resolution 048-2023.

## **SECTION 2. ELIGIBILITY CRITERIA**

Developer shall comply with all requirement set out Section V of the TIF Admin Manual applicable to credits or reimbursement of Developer-Constructed Facilities, except that the term "TIF" is replaced with "PFFP" throughout. In the case of any discrepancy between the PFFP and the TIF Admin Manual, the requirements in the PFFP shall prevail. This includes that Developer shall design and construction of the Facilities done in accordance with the specifications, change orders, and itemized cost estimates approved by County. Developer shall ensure that all construction work for the Facilities be done in accordance with all applicable state and local rules, regulations, and ordinances, including, but not limited to, the applicable provisions of the California Public Contract Code, the California Labor Code prevailing wage requirements, County competitive bidding requirements, state licensing regulations and County policies. Developer shall ensure that all right-of-way activities, inclusive of negotiation and acquisition, shall conform to all federal and state laws, regulations and policies, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Failure to comply with this Section will result in denial of all or a portion of the applicable credits or reimbursement, or in the refunding of credits.

## **SECTION 3. PERMITS**

Developer shall be responsible for obtaining all necessary permits.

## **SECTION 4. BEFORE COMMENCEMENT OF WORK**

Before commencement of work on the Facilities, Developer shall comply with all of the following:

(1) Obtain pre-approval from County of Developer's construction documents and advertise and award the work consistent with Section V.E of the TIF Admin Manual.

(2) Cause its contractor to obtain an encroachment permit, or any other necessary permits, from County before commencement of construction activities in County's right of way (and adjacent thereto), if needed.

(3) Cause its contractor to provide insurance and related documentation to County in accordance with the County's insurance requirements under its then-applicable road improvement agreement(s).

## **SECTION 5. WARRANTY BOND**

Developer hereby warrants the Facilities as to materials, design and workmanship, and should any failure of the Facilities or any parts thereof occur within a period of one (1) year after final acceptance by County, Developer shall promptly cause the needed repairs to be made without any expense or cost to the County. Final acceptance shall be deemed to have occurred

under this Agreement when the Facilities have been accepted by the County and may be placed into service. County shall provide written notification to Developer of final acceptance by the County.

Before the County accepts the Facilities as complete, Developer shall post, or cause its contractor to post, a Warranty Bond in the amount of ten percent (10%) of the amount of the cost estimate for the Facilities as reflected in Exhibit C to this agreement, not including any improvements covered under separate Performance and/or Laborers and Materialsmen Bonds.

County is hereby authorized to make repairs if Developer fails to make, or undertake with due diligence, the aforesaid repairs within twenty (20) calendar days after it is given written notice of such failure. In case of emergency, where, in the opinion of the Director, delay may cause serious hazard to the public, the necessary repairs may be made by the County without prior notice to Developer. In all cases of failure within the warranty period where the County has taken action in accordance with this paragraph, Developer shall reimburse County for any and all costs or expenses, direct or indirect, incurred by the County.

#### **SECTION 6. ELIGIBLE FACILITY COSTS**

The total costs eligible for PFFP Fee Credits, and if applicable, a reimbursement, shall equal the actual cost of the Developer-Constructed Facilities. Eligible Facility Costs shall be determined consistent with Section V.B of the TIF Admin Manual, and can include construction costs and non-construction costs, except that non-construction costs also include costs for onsite and offsite right-of-way and utility easement acquisition costs, design, environmental review and mitigation, surveys and inspection, and bond premiums.

#### **SECTION 7. PFFP FEE CREDITS**

Developer shall, upon full execution of this Agreement, receive PFFP Fee Credits in an amount that does not exceed the PFFP Fee Credit Cap, which is estimated at One Million Five Hundred Thirty-Four Thousand One Hundred and Forty Dollars (\$1,534,140.00). Developer acknowledges that the PFFP Fee Credits cannot exceed the PFFP Fee Credit Cap, and that the Eligible Facility Costs may be adjusted consistent with Section 10 below. To the extent that the Eligible Facility Costs are less than the PFFP Fee Credit Cap, Developer would be required to, within 30 days of the County notifying Developer of the final Eligible Facility Costs, refund to County the difference between the credits claimed and the Eligible Facility Costs. To the extent that the Eligible Facility Costs are greater than the actual amount of PFFP Fee Credits utilized by the Developer, the Developer will be entitled to reimbursement of the difference in accordance with Sections 8 and 10 below.

In order to use PFFP Fee Credits, Developer must provide to County, at the time of application for a building permit related to the Project, a Certificate of Fee Credit using the form attached as **Exhibit E**. The County's Contract Administrator may, with the consent of the Developer, modify Exhibit E as necessary.

#### **SECTION 8. PFFP FEE REIMBURSEMENT**

Upon completion of the Facilities by Developer and acceptance thereof by the County, and after completion of the County reviewing and determining Eligible Facility Cost, Developer shall be reimbursed by the County from the PFFP Fee Program (excluding the Admin portion thereof) for the amount by which the approved Eligible Facility Costs for the Facilities exceeds

the PFFP Improvement Fee Obligation that is determined in accordance with this Section 8 and Section 10. Based on the estimated amounts of the Eligible Facility Costs for the Facilities and the PFFP Improvement Fee Obligation for the Projects, and subject to annual inflationary adjustments and/or adjustment upon completion of the Facilities as provided herein, the estimated amount of the PFFP Fee Reimbursement is set forth in **Exhibit D** hereto. Developer understands that the amount listed in Exhibit D is an estimate only, and reimbursement shall be based on the actual eligible cost of the Facilities determined in accordance with Section 10 below.

County shall pay the PFFP Fee Reimbursement as follows:

- (1) Within thirty (30) days after acceptance of the Facilities and the County reviewing and determining Eligible Facility Cost consistent with Section 10 below ("initial payment date"), subject to availability of funds from the PFFP Fees at the time such payment is due.
- (2) If the then-available PFFP Fee Program funds are not adequate to fully fund the payment at the time of the initial payment date, then the County shall make quarterly payments thereafter as funds are available in the PFFP Fee Program, for an additional twenty (20) years after such initial payment date, with annual inflationary adjustments continuing thereon until final payment is received in full.

Furthermore, as a condition of approval of any applicable discretionary land use entitlement within the Specific Plan, the County shall include a condition requiring payment of the PFFP Fees for all the residential lots created by such subdivision map, on a lot-for-lot basis as building permits are issued for development within such subdivision. Said condition will not preclude future subdividers from receiving and applying PFFP Fee credits against the PFFP Fees otherwise due at building permit for qualifying acquisitions under the program.

The PFFP Fee Reimbursement obligation arising from this Agreement is not a debt of the County, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the PFFP Fees deposited in the PFFP Fee Program, excluding only the Admin portion thereof.

#### **SECTION 9. REFUND OF PFFP FEE PAYMENTS PAID BEFORE THE EFFECTIVE DATE**

Before the parties entering this Agreement, Developer has been proceeding with the development of the Project and paying the PFFP Fees associated therewith. After the Effective Date of this Agreement and the establishment of the PFFP Fee Credits provided above, Developer shall, within 30 days of full execution of this Agreement, submit an accounting report to the County of the PFFP Fees paid by Developer for development of the Project before execution of this Agreement. County will review that accounting report for accuracy and may request clarification from Developer or modify the report as necessary. County's decision on the accuracy of the accounting report is final and nonappealable.

County agrees that, within forty-five (45) days after the County approves the accounting report, County shall refund to Developer the corresponding amounts of the PFFP Fees collected by the County from development of the Project that otherwise could have been credited if this Agreement had been in place at the time of payment. Any amounts refunded under this Section shall be applied to reduce the corresponding amounts of the PFFP Fee Credits provided to Developer under Section 7 above.

Any reimbursements shall be subject to the availability of funds in the PFFP Fee Program at the time such payment is due; if the then-available PFFP Fee Program funds are not adequate to fully fund such payment, then the County's obligation shall continue quarterly thereafter as funds are available in the PFFP Fee Program.

#### **SECTION 10. REVIEW OF ELIGIBLE COST FOR REIMBURSEMENT AND CREDIT**

Upon acceptance of the Facility or Facilities as complete by the County, the Developer shall provide to County documentation that is acceptable to the County Engineer demonstrating the actual Eligible Facility Costs the Facilities. The County will review that documentation and reach a decision on the final determination of the actual Eligible Facility Costs of the Facilities consistent with Section V.E of TIF Admin Manual, and the Director shall make adjustments to the amount of the Fee Reimbursement, if necessary at that time. To the extent that the Eligible Cost of the Facilities are less than the PFFP Fee Credit Cap, Developer would be required to, within 30 days of the County notifying Developer of the final Eligible Facility Costs, refund to County the difference between the credits claimed and the Eligible Cost of the Facilities.

#### **SECTION 11. TRANSFER OF FEE CREDITS/REIMBURSEMENTS**

PFFP Fee Credits/Fee Reimbursements granted to Developer pursuant to this Agreement may be transferred to other owners, builders, or developers of projects located within the PFFP Plan Area. To request such a transfer, Developer shall submit a completed form to the County in substantially the same format as set forth in **Exhibit F** that will (i) reference this Agreement; (ii) identify the Developer and assignee if PFFP Fee Credits or Fee Reimbursements are being assigned to a builder or other party; and (iii) identify the PFFP Fee Credit or Fee Reimbursement balance before and after the transfer. The form must be signed by the Developer, its Assignee, and the County, and an executed copy of the form shall be kept on file.

#### **SECTION 12. VENUE**

This Agreement has been executed in California and shall be governed by and construed in accordance with the laws of the State of California.

#### **SECTION 13. WAIVER**

Waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of such matters in the future or any other covenant, condition, or promise hereunder. Any waiver, to be effective, shall be expressed and in writing and shall be delivered to the other party.

#### **SECTION 14. CONSTRUCTION**

This Agreement shall be construed as a whole, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain. Each party hereto acknowledges and agrees that each has had independent counsel and review and participated in the drafting of this Agreement, and each hereby fully waives the application of any law, statute or rule of construction or interpretation to the effect that any ambiguities are to be resolved against the drafting party.

**SECTION 15. CHANGES TO AGREEMENT**

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**SECTION 16. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

<p>To County:</p> <p>County Of El Dorado          Department of Transportation          2850 Fairlane Court          Placerville, CA 95667          Attn: Rafael Martinez          Director of Transportation</p>	<p>With a Copy to:</p> <p>County Of El Dorado          Chief Administrative Office          2850 Fairlane Court          Placerville, CA 95667          Attn: Becky Morton          Agency Chief Fiscal Officer</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

or to such other location as County directs in writing.

Notices to Developer shall be addressed as follows:

Toll Brothers  
 110 Woodmere Road, Suite 120  
 Folsom, CA 95630

Attn.: Greg Van Dam  
 Vice President

or to such other location as Developer directs in writing.

**SECTION 17. CONTRACT ADMINISTRATOR**

The County officer or employee with responsibility for administering this Agreement is Becky Morton, Agency Chief Fiscal Officer, Chief Administrative Office, Community Development Finance & Administration Division, or successor.

**SECTION 18. SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the heirs, assigns, and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to owners of "Project".

**SECTION 19. INDEMNIFICATION**

To the fullest extent permitted by law, Developer shall defend at its own expense, indemnify, and hold harmless County and its elected representatives, officers, employees, agents, consultants, and volunteers (the "Indemnitees"), 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 the design, construction, or installation of the Facilities, except to the extent the Liabilities arise from the sole, active negligence, or willful misconduct of County and/or the Indemnitees, or as expressly prescribed by statute. The duty of Developer to indemnify and hold County harmless includes the duties to defend set forth in Civil Code section 2778. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force. Notwithstanding the foregoing, following the acceptance of the improvements by County, or if there is an applicable warranty, following the end of any applicable warranty period, the Developer shall not be obligated to indemnify the Indemnitees for Liabilities to the extent that such Liabilities arise from Indemnitees' active or passive negligence. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. The parties intend that this provision shall be broadly construed.

#### **SECTION 20. THIRD PARTY LIABILITY**

County does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

#### **SECTION 21. AUTHORIZED SIGNATURES**

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **SECTION 22. SEVERABILITY**

If any term of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **SECTION 23. EXHIBITS**

The Exhibits attached hereto are hereby incorporated herein by this reference. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern.

#### **SECTION 24. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof. The Agreement may be amended only by writing executed by both parties.

**Requesting Contract Administrator Concurrence:**

By:   
Becky Morton  
Agency Chief Fiscal Officer  
Chief Administrative Office,  
Community Development Finance  
& Administration Division

Dated: 4/24/23

**Requesting Department Concurrence:**

By:   
Rafael Martinez, Director  
Department of Transportation

Dated: 3/31/23

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: Wendy Thomas  
Board of Supervisors  
"County"

Dated: 5.2.23

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Heidi Kuylen  
Deputy Clerk

Dated: 5.2.23

--TOLL WEST COAST LLC--  
--a Delaware Limited Liability Company--

By: Gregory S. Van Dam  
Gregory S. Van Dam  
Vice President  
"Developer"

Dated: 3/29/23

*Notary Acknowledgement Attached*

## ACKNOWLEDGMENT

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 Sacramento )

On March 29, 2023 before me, R.Hall Notary Public  
(insert name and title of the officer)

personally appeared Gregory S. Van Dam,  
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.

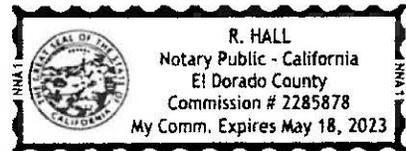
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



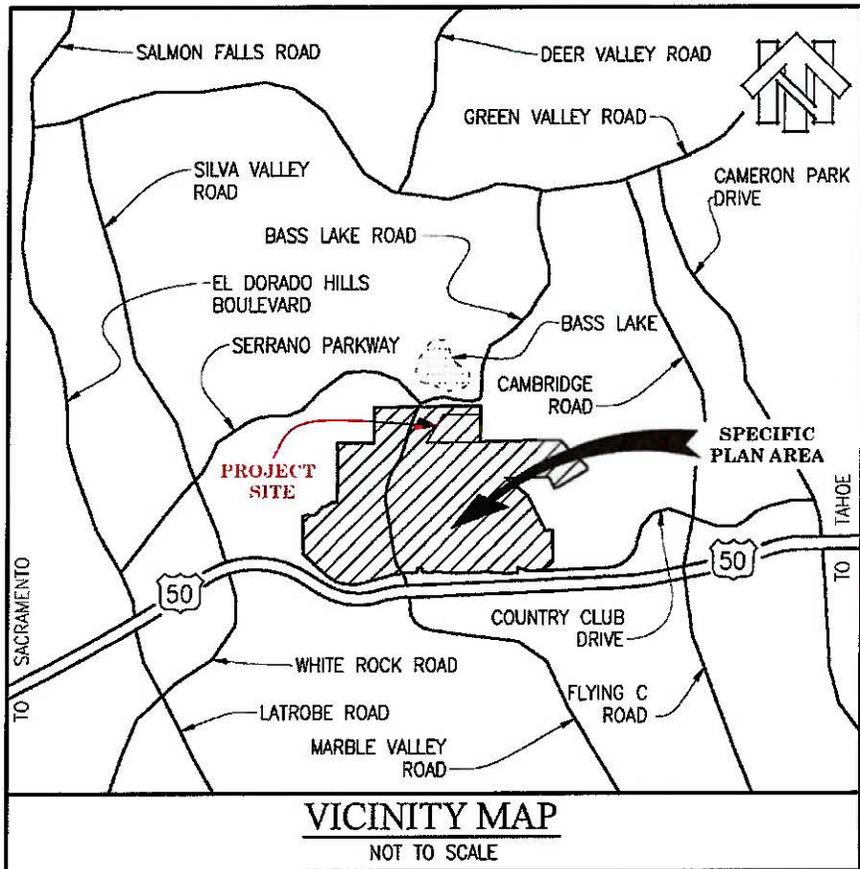
(Seal)



**EXHIBIT A**

**PROJECT LOCATION MAP  
PFFP FEE PROGRAM**

(Toll West Coast LLC)  
(Bass Lake North Project)



## EXHIBIT B

### DESCRIPTION OF ELIGIBLE FACILITIES PFFP FEE PROGRAM

(Toll West Coast LLC)  
(Bass Lake North Project)

This Exhibit describes the eligible Facilities being installed by Developer subject to the PFFP Fee Program.

#### Facilities

##### Bass Lake Road Enhancements

- P21/22 Bikeway – Installation of path from Highway 50 to Hollow Oak Drive

##### Ancillary Facilities

- P40 Park & Ride – Construct 100 finished spaces in the Park and Ride Lot located on Country Club Drive near the intersection of Bass Lake Road

**EXHIBIT C**

**ESTIMATED ELIGIBLE FACILITY COSTS  
PFFP FEE PROGRAM**

(Toll West Coast LLC)  
(Bass Lake North Project)

This Exhibit provides a detailed cost estimate of the Facilities subject to the PFFP Fee Program that are the subject of this Agreement.

PFFP Facilities

Bass Lake Road Enhancements

- P21/22 Bikeway \$806,474.67

Ancillary Facilities

- P40 Park & Ride \$1,166,620.83

**TOTAL ESTIMATED ELIGIBLE FACILITY COSTS \$1,973,095.50**

EXHIBIT D

IDENTIFICATION OF PFFP FEE CREDITS  
AND REIMBURSEMENTS

(Toll West Coast LLC)  
(Bass Lake North Project)  
Date of Agreement: \_\_\_\_\_, 20\_\_

**PFFP Fee Credits and Reimbursement:**

**Estimated Eligible Facility Costs:** **\$1,973,095.50**

PFFP Fee Obligation (excluding Admin portion per final note below)  
Bass Lake North:  $90 \times \$17,046 = \$1,534,140.00$   
(lots) (fee/lot) (PFFP Fee Oblig)

**PFFP Fee Credits Cap:** **\$1,534,140.00**  
(Equal to Total PFFP Fee Obligation,  
Since Estimated Facility Costs Exceed Fee Obligation)

**PFFP Fee Reimbursement:** **\$438,955.50**  
(Equal to Estimated Facility Costs minus Total Fee Credits,  
Since Estimated Facility Costs exceed Total Fee Credits)

*Note: The above amounts of Estimated Eligible Facility Costs, PFFP Fee Credits and PFFP Fee Reimbursements are subject to the following adjustments:*

- *The Eligible Facility Costs (and corresponding PFFP Fee Reimbursement) are subject to adjustment after completion of the Facilities and Review of Eligible Cost for Reimbursement and Credit incurred; and*
- *The PFFP Fee Credits and PFFP Fee Reimbursements are subject to the annual inflationary adjustments described in Section 9 of this Agreement, and as provided under the PFFP Fee Program. The PFFP Fee Credits issued shall not exceed the amount listed above.*

**EXHIBIT E**

**CERTIFICATE OF FEE CREDIT  
BASS LAKE HILLS SPECIFIC PLAN – PLAN AREA FEE  
(BASS LAKE NORTH TM96-1321R / TOLL WEST COAST LLC)**

**Permit #:** \_\_\_\_\_

Bass Lake North  
Phase / Unit / Lot # \_\_\_\_\_

Address: \_\_\_\_\_

APN: \_\_\_\_\_

**Credit Amount:**     \$ \_\_\_\_\_ **BASS LAKE HILLS PLAN AREA FEE**

Amount of credit based upon current fee (effective October 15, 2022)

**(Credit Amount = \$17,046 per unit)**

(\* Note total PFFP Fee is \$17,727, the 4% administrative portion of the PFFP Fee \$681 is not creditable and due at time of permit issuance)

For valuable consideration, receipt of which is hereby acknowledged, Developer hereby certifies that this "Certificate of Credit" constitutes the redemption of a fee credit for one residential home within the Bass Lake North Subdivision in the amount and for the purpose stated above, and agrees this Credit Amount will be deducted from the total Reimbursement due the Developer for construction and acquisitions of facilities within the Bass Lake Hills Specific Plan Public Facilities Financing Plan – Plan Area Fee, pursuant to the terms of the Credit and Reimbursement Agreement AGMT#22-55033 between The County of El Dorado and TOLL WEST COAST LLC, executed \_\_\_\_\_, 20\_\_\_\_.

Company: \_\_\_\_\_

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT F**

**FORM OF CERTIFICATE OF  
ASSIGNMENT AND TRANSFER OF PFFP FEE CREDITS**

The undersigned Developer, as the holder of certain PFFP Fee Credits related to the Credit and Reimbursement Agreement between Developer and the County of El Dorado, dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement"), hereby assigns, transfers and conveys to the undersigned Assignee the amount of PFFP Fee Credits as indicated below:

Developer's Legal Name: \_\_\_\_\_

Assignee's Legal Name: \_\_\_\_\_

**PFFP Fee Credits:**

Amount of Assigned PFFP Fee Credits: \$ \_\_\_\_\_  
Fee Credit Balance Available under Agreement Before Transfer: \$ \_\_\_\_\_  
Fee Credit Balance Available under Agreement After Transfer: \$ \_\_\_\_\_

APPROVED: DOT Director: \_\_\_\_\_

**DEVELOPER:**

**ASSIGNEE/HOME BUILDER:**

\_\_\_\_\_ a \_\_\_\_\_

\_\_\_\_\_ a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Developer Contact:**

**Assignee/Home Builder Contact:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_