

**SACRAMENTO COUNTY  
DEPARTMENT OF TRANSPORTATION**

**CREDIT AND REIMBURSEMENT POLICY FOR TRANSPORTATION FACILITIES  
UNDER THE SCTDF/TIF PROGRAM**

**DECEMBER 17, 2019**

**Background**

Sacramento County employs various methods for financing transportation improvements and transit facilities within its boundaries. One such method is through the Sacramento County Transportation Development Fee (SCTDF) and Transit Impact Fee (TIF) Program. The SCTDF/TIF Program collects impact fees from new development within the unincorporated County to finance a portion of the transportation improvements and transit facilities required to serve travel demand generated by new development. Development projects are routinely conditioned to build these improvements and facilities, and may be eligible to receive a credit against the SCTDF paid, or a reimbursement of such fees for certain eligible expenses described in the SCTDF/TIF Program, or both.

This policy identifies the standards by which property owner-built improvements will be credited and/or reimbursed pursuant to the SCTDF/TIF Program. Specifically, it applies only to property owner-built transportation facilities eligible for credit and/or reimbursement from the SCTDF/TIF Program pursuant to Sacramento County Code (SCC) sections 16.87.120 and 16.87.130. It does **not** apply to property owner-built transit facilities eligible for credit and/or reimbursement pursuant to SCC sections 16.87.125 and 16.87.135. The County will need to consult with the Sacramento Regional Transit District in developing a separate policy specific to the construction and installation of transit improvements and facilities necessitated by new development within the unincorporated County.

The credits and reimbursements addressed by this policy are provided and paid out only from the SCTDF Capital Fund established pursuant to SCC section 16.87.030, and no other County fund shall be liable for payment of any credit or reimbursement to which a property owner is entitled under the SCTDF/TIF Program. In addition, where the SCTDF paid by a property owner has been reduced to account for any overlap with other impact fees paid to County's other finance districts of similar funding mechanisms, any credit or reimbursement amount will account for such reduced SCTDF.

This policy shall apply to all agreements entered into by the County's Director of Transportation pursuant to SCC sections 16.87.120 and 16.87.130 after adoption of the policy by the Board of Supervisors.

**1. Definitions**

“Costs” means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a Transportation Facility including, without limitation, the costs of land, construction and inspection, engineering, administration, and consulting which are eligible for credit and/or reimbursement from the SCTDF Capital Fund.

“Department” means the County of Sacramento Department of Transportation.

“Director” means the Director of the County’s Department of Transportation.

“Nexus Study” means the SCTDF/TIF Program Nexus Study prepared by DKS and dated November 2019, as such document may be amended from time to time.

“SCTDF Cost” means the total SCTDF Capital Fund cost obligation for constructing a Transportation Facility as set forth in Tables C-5 and C-6 of the Nexus Study, with any adjustments required as contemplated in section 3 of this policy.

“Priority Facility” means a Transportation Facility identified in the County’s most recently adopted Transportation Improvement and Program Guide (TIPG), Capital Improvement Program, or functioning at Level of Service F prior to construction of the development necessitating the construction or improvement of the Transportation Facility. In order to incentivize development, all Transportation Facilities which have construction contracts executed prior to January 1, 2029 and are in accordance with this policy shall be considered Priority Facilities.

“Sacramento County Transportation Development Fee” or “SCTDF” means that fee established by SCC section 16.87.050. The SCTDF is a monetary exaction, other than a tax or special assessment, which is charged by the Department to the building permit applicant in connection with approval and issuance of building permits for a development project for the purpose of defraying all or a portion of the cost of transportation improvements related to the development projects.

“SCTDF/TIF Program” or “Program” means the most current documentation adopted by resolution by the Board including, but not limited to: (1) SCTDF and TIF justification reports or nexus studies that document the findings necessary for adoption by the Board of the SCTDF and TIF; (2) SCTDF and TIF schedules, including schedules of land use types and dwelling unit equivalents; and (3) description of the transportation and transit facilities to be funded by the SCTDF, respectively, collected pursuant to SCC chapter 16.87.

“Transportation Facilities” means the public roadway, bikeway, walkway, or other transportation improvements as defined in the Program to be built by the property owner and to be credited and/or reimbursed by the SCTDF Capital Fund.

## **2. Agreement Requirements**

- A. Upon request by the owner of the property where the development project is located or his authorized agent, the Director may, at his or her discretion, enter into a credit and/or reimbursement agreement with the property owner authorizing the property owner to advance fund or construct any Transportation Facilities, or portions thereof, and to dedicate right-of-way (ROW) for such Transportation Facilities, if necessary, designated in the Program in lieu of all, or a portion of, the SCTDF required to be paid by the property owner pursuant to SCC chapter 16.87.
- B. The agreement shall set forth the amount to be credited and/or reimbursed, and the time and manner in which credits are to be applied or reimbursement payments are to be made.
- C. As required by SCC section 16.87.130, the agreement shall provide that: (1) the general fund of the County is not liable for payment of any obligations arising from the agreement; (2) the credit or taxing power of the County is not pledged for the payment of any obligations arising from the agreement; (3) the landowner shall not compel the exercise of the County taxing power or the forfeiture of any of its property to satisfy any obligations arising from the agreement; and (4) the obligation arising from the 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 SCTDF Capital Fund.

**3. Eligible Costs**

- A. The total amount eligible for credit and/or reimbursement for the Transportation Facilities constructed by a development project shall be equal to the actual Costs of constructing the facility, up to the SCTDF Cost. Costs for utility relocation and environmental mitigation shall be considered Costs of constructing the facility. The sum of the costs of Engineering Studies, Environmental Documents, Design Engineering, Design Services During Construction, Construction Staking, and Construction Management (as noted in Appendix I of the Nexus Study) eligible for credit and/or reimbursement shall be limited to the sum of the percentages as set forth in the Program multiplied by actual Costs.
- B. The SCTDF Cost shall account for any reduction in SCTDF paid by a property owner for any Transportation Facility that is also fully or partially funded through the County's other fee programs or funding mechanism other than the Program.

- C. SCTDF Cost shall not include any non-SCTDF funds (i.e. Measure A, grants, finance district funds, funding from other jurisdictions) that may be applied towards funding the Transportation Facility. To the extent any non-SCTDF funds are used to finance a Transportation Facility for which a property owner is entitled to a credit and/or reimbursement from the County under the Program, the agreement described in section 2 above shall include special provisions concerning the treatment and effect of such non-SCTDF funds.
- D. When ROW is required to be dedicated to the County at the time the Transportation Facility is constructed, the property owner shall be entitled to a credit for ROW dedication costs as part of the SCTDF Cost only if the associated Program estimate set forth in the Nexus Study includes costs for said ROW. Where the ROW to be dedicated to the County already is owned by the property owner undertaking the development project, the credit for such ROW dedication shall be calculated using the Greenfield Right-of-Way value in the Nexus Study, regardless of whether a different unit cost for the Transportation Facility associated with said ROW is provided in the Nexus Study. If the property owner is required to acquire real property in order to dedicate the ROW for the Transportation Facility, the Director may authorize a fair and reasonable value for said property up to the Costs included in the Nexus Study.
- E. The Nexus Study excludes from Costs the cost of installing frontage improvements for certain roadways located in underdeveloped areas of the unincorporated County. The Program generally assumes these improvements will be installed by the property owner as part of his or her development project using non-SCTDF funds. In some cases, however, there already are previously developed parcels adjacent to these roadways that are unlikely to be redeveloped or further develop before the property owner is required to install the frontage improvements associated with his or her development project. In these cases, the Program may fund the installation of such frontage improvements. Consequently, the Director may, in his discretion, require the construction of these frontage improvements and include the associated costs of these frontage improvements in the SCTDF Cost used to calculate the credit or reimbursement amount when such frontage installation: (i) is required for the Transportation Facility but is not included in the Costs set forth in the individual project cost estimates in the Nexus Study; (ii) is not associated or otherwise required by the development project required to construct the Transportation Facility; and (iii) not funded through another County finance district or other funding mechanism similar to the Program.

- F. When the Transportation Facility proposed to be constructed by a development project is less than or different from the facilities described or otherwise contemplated in the Program, the Director shall approve the SCTDF Cost to be used for calculating the credit and/or reimbursement amount attributable to the Transportation Facility. A Transportation Facility is “less than” if what is proposed to be constructed constitutes only a part or portion, but not the entirety of, the facilities described or otherwise contemplated in the Program. A Transportation Facility is “different from” if it involves a substantial change in scope (i.e. a different number of lanes, a significantly different alignment, a change from at-grade to grade separated) from what is described or otherwise contemplated in the Program.
- G. If within four (4) years of completing a Transportation Facility, the property owner enters into an agreement to construct one or more additional Transportation Facilities, the Director may use the aggregate SCTDF Costs and aggregate Costs of the multiple Transportation Facilities as the basis for determining the amount of credit and/or reimbursement.
- H. **For reimbursements only:** The Director shall increase the SCTDF Cost used to calculate the reimbursement amount to which a property owner is eligible by the amount of any applicable annual adjustment, as provided in SCC 16.87.140, that occurs between the execution of an agreement and the start of construction of the Transportation Facility.

#### **4. Credit and Reimbursement Terms**

- A. Credits shall be given for up to seventy (70) percent of the amount of the otherwise applicable SCTDF for any Transportation Facility defined by this policy to be a Priority Facility. Credits shall be given for up to thirty five (35) percent of the amount of the otherwise applicable SCTDF for all other Transportation Facilities. The balance of the SCTDF (a minimum of thirty (30) percent for Priority Facilities and a minimum of sixty five (65) percent for non-Priority Facilities) shall be paid by property owner and shall be allocated for other projects within the SCTDF/TIF Program.
- B. If the SCTDF Cost of a Transportation Facility has been reduced due to the property owner’s payment of other fees to another County finance district or other funding mechanism similar to the Program that also will finance the construction of the Transportation Facility, all credits and/or reimbursements to which the property owner is entitled from such other finance district or other funding

mechanism must first be exhausted before requesting a credit and/or reimbursement from the SCTDF/TIF Program.

- C. The property owner must comply with the Department's procedures for the construction of Transportation Facilities to be eligible for a credit and/or reimbursement from the Program. The construction of any Transportation Facility must be accepted by the County prior to credit and/or reimbursement being given. In the case of a credit, the property owner may receive a credit prior to acceptance of the Transportation Facility by posting security for the complete performance of the construction in a form acceptable to the Director and the County Counsel.
- D. Where the total amount of Costs is greater than the amount of credits, the property owner shall be paid the difference as a reimbursement consistent with the provisions of this section.
- E. Upon acceptance of the Transportation Facility, the Department shall verify the actual costs of constructing the Facility.
  - i. If actual Costs are less than the estimated Costs set forth in the agreement, the difference between actual Costs and estimated Costs shall be applied to lower any remaining credits due to the property owner. If no other credits remain, said difference shall be paid by the property owner to the County.
  - ii. If actual Costs are more than the SCTDF Cost, additional credit or reimbursement will not be provided.
- F. Reimbursements made under the Program shall be issued by the Department on a first-come, first-served basis based on the acceptance date of the Transportation Facility or the date the funds for said Transportation Facility are advanced, and further shall be subject to the availability of funds in the SCTDF Capital Fund and the SCTDF/TIF Program.
- G. The County Board of Supervisors shall identify in its adopted annual budget an amount in the SCTDF Capital Fund specifically earmarked for reimbursements to property owners for Transportation Facilities constructed under the Program. The amount shall be determined each year and unspent funds from prior years shall not accumulate. The amount shall consider needs for County-built priority projects, anticipated revenues, and anticipated reimbursements. It is the goal of the Department to set aside an estimated 20 percent of the year's SCTDF

revenues for this purpose, however the amount may increase or decrease in any given year to ensure adequate funding of County Priority Transportation Facilities.

- H. Property owner or his or her authorized agent shall apply for a credit or reimbursement no later than four (4) years after the Transportation Facility is accepted by the County. All rights to credits or reimbursements under the Program as set forth in SCC sections 16.87.120 and 16.87.130 that are not applied for within this four-year period shall be waived.

**COUNTY OF SACRAMENTO  
DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION DEVELOPMENT FEE AND TRANSIT IMPACT  
FEE PROGRAM**

CREDIT AND REIMBURSEMENT AGREEMENT FOR  
\_\_\_\_\_ PROJECT  
TRANSPORTATION FACILITIES

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 2019, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "County," and \_\_\_\_\_ a California \_\_\_\_\_, hereinafter referred to as "Property Owner."

RECITALS

WHEREAS, Property Owner has proposed to construct a project known as the \_\_\_\_\_ (the "Project"), located at \_\_\_\_\_ in the \_\_\_\_\_ community area in the unincorporated County;

WHEREAS, the Project shall be constructed pursuant to various approvals and entitlements granted by the County, including \_\_\_\_\_ (collectively, the "Project Approvals");

WHEREAS, pursuant to the Project Approvals, Property Owner is required to construct, or cause to be constructed, certain transportation and public street improvements and facilities more particularly described in **Exhibit A**, attached hereto and incorporated herein, which are included in the improvement plans entitled \_\_\_\_\_ and dated \_\_\_\_\_ (the "Facilities");

WHEREAS, the Project also is required to pay the Sacramento County Transportation Development Fee ("SCTDF") and Transit Impact Fee ("TIF") set forth in chapter 16.87 of the Sacramento County Code ("SCC"), as part of the mitigation for the Project's impacts to transportation and transit

facilities identified in the most recent version of the SCTDF/TIF Program, as such terms are defined in SCC section 16.87.020;

WHEREAS, SCC sections 16.87.120 and 130 provide that upon application by a property owner or his authorized agent, the Director of the County’s Department of Transportation (“Director”) may, at his discretion, enter into a credit and/or reimbursement agreement authorizing the construction of transportation facilities, or portions thereof, designated in the SCTDF/TIF Program;

WHEREAS, the cost of the Facilities have been designated as part of the SCTDF/TIF Program and therefore is eligible for credit and/or reimbursement from the applicable SCTDF Capital Fund;

WHEREAS, the County and Property Owner now desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, County and Property Owner agree as follows:

1. **INCORPORATION OF RECITALS**

The foregoing recitals are incorporated herein by this reference.

2. **TERM**

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all obligations covered by this Agreement are performed.

3. **NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

To County:

To Property Owner:

Attn:  
Dan Shoeman  
Chief of Engineering & Planning  
County of Sacramento  
Department of Transportation  
4111 Branch Center Road  
Sacramento, CA 95827

Attn:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. **CREDITS AND REIMBURSEMENTS**

Upon execution of the Agreement, County agrees to authorize a credit and/or reimbursement as provided in this section in lieu of all, or a portion of, the SCTDF required to be paid by Property Owner in connection with the Project, which amount represents the estimated SCTDF share of cost of the Facilities eligible for credit and/or reimbursement under the SCTDF/TIF Program in effect at the time of this Agreement and as shown on **Exhibit B**, attached hereto and incorporated herein, subject to the following conditions:

- A. The design and/or construction of the Facilities shall be done in accordance with requirements for public works as provided in SCC section 16.87.190 and all applicable sections of state law, including but not limited to the California Public Contracts Code and the California Labor Code.
- B. The design and/or construction of the Facilities shall be in compliance with the County’s Improvement Standards and the County Department of Transportation’s (“Department”) procedures for privately constructed transportation facilities.

- C. The design of the Facilities must have been approved by the Department.
- D. The design and/or construction of the Facilities must be accepted by the County prior to a credit and/or reimbursement being made. Each separately identified Facility in the SCTDF/TIF Program may be eligible for credit and/or reimbursement upon acceptance, notwithstanding the status of construction of any other Facility to be constructed by Property Owner. The County may give a credit prior to acceptance if Property Owner posts security for the complete performance of the design and/or construction of the Facilities in a form acceptable to the Director of the Department and County Counsel consistent with SCC section 16.87.120.
- E. The total amount eligible for credit and/or reimbursement shall be the actual cost of the Facilities, including engineering and management costs (i.e., engineering studies, environmental documents, design engineering, design services during construction, construction staking, and construction management) and contingency, but not more than the estimated costs of the Facilities as set forth in the SCTDF/TIF Program in effect at the time this Agreement was executed (if credit) or when the contract for the Facilities is awarded (if reimbursement).
- i. Any amounts attributable to engineering and management costs shall not exceed the amount of the actual construction costs of the Facilities multiplied by the aggregate sum of the percentage factors used for engineering and management items set forth in the SCTDF/TIF Program.
  - ii. Any amounts attributable to right-of-way ("ROW") acquisition shall not exceed the costs set forth in **Exhibit B**.
  - iii. Property Owner may not receive a credit and/or reimbursement for ROW acquisition unless the ROW is dedicated concurrently with the construction of the Facilities.
- F. Credits.
- i. Credit shall be given for up to \_\_\_% of the amount of the otherwise applicable SCTDF. The balance of the SCTDF due to the County shall be paid by Property Owner for each building permit and reserved for the other County-constructed transportation and transit improvements and facilities.

- ii. If the eligible amount of credit is less than the amount of the otherwise applicable SCTDF, Property Owner must pay the difference as set forth in SCC section 16.87.080.
- iii. Prior to acceptance of the Facilities, credit shall be given on the basis of the estimated costs, quantities, and project descriptions contained in **Exhibit B**. The total credit shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- iv. Upon acceptance of the Facilities or portions thereof, Property Owner shall provide a copy of all invoices and any other records substantiating the costs sought to be credited or reimbursed and County shall verify the actual cost of the Facilities. If actual costs are less than the estimated costs contained in **Exhibit B**, the difference between the actual costs and estimated costs of the Facilities shall either be applied to decrease the amount of any remaining credits due to Property Owner or paid to County by Owners if insufficient credits are available pursuant to this Agreement. If actual costs are more than the estimated costs contained in **Exhibit B**, no additional credit shall be authorized unless the estimated costs of the Facilities as set forth in the SCTDF/TIF Fee Program in effect at the time this Agreement was executed are greater than the estimated costs contained in **Exhibit B**. The amount of the difference between the estimated costs contained in **Exhibit B** and the lesser of the actual cost of the Facilities or the estimated costs contained in the SCTDF/TIF Program in effect at the time the Facilities are accepted will be applied to increase any future credits available to Property Owner or reimbursed by County pursuant to this section.
- v. Property Owner may use credits authorized under this Agreement to offset the SCTDF for the Project only.

### G. Reimbursements.

- i. Any eligible amounts not credited to Property Owner pursuant to section 4.F above shall be reimbursed to Property Owner on a first-come first-served basis based on the acceptance date of the Facilities, and further shall be subject to the availability of funds in the SCTDF/TIF Program and SCTDF Capital Fund.
- ii. No reimbursement shall be paid while Property Owner is in default of any monetary obligation to the County, including, without limitation, plan check and inspection fees and any loan repayments due to County.
- iii. Subject to the conditions stated in this section, County shall review and approve or reject the reimbursement amount requested by Property Owner within sixty (60) days following submittal of a complete payment request form consistent with the Department's procedures, attached hereto and incorporated herein as **Exhibit C**.

H. Upon acceptance of the Facilities by the County, all plans and specifications for the Facilities become the property of the County.

I. Property Owner shall not be precluded from seeking to finance construction of the Facilities, or portions thereof, through a public financing district secured by the Project (such as formation of a community facilities district or participation in the Statewide Community Infrastructure Program or Bond Opportunities for Land Development program), and the use of any such financing mechanism shall not affect the Owners' rights to credits under this Agreement, provided, however, that if use of such alternative financing results in a reduction of the Project's SCTDF, the credits and/or reimbursements available to Property Owner from the SCTDF/TIF Program shall be proportionally reduced to account for such SCTDF reduction.

## 5. **LIMITATIONS**

A. Neither the General Fund of the County nor any other County fund, except for the SCTDF Capital Fund designated by this Agreement, shall be liable for payment of any obligation arising from this Agreement. The credit or taxing power of the County is not

pledged for the payment of any obligation arising from this Agreement. Property Owner shall not compel the exercise of the County taxing power or the forfeiture of any of its property to satisfy any obligations arising from this Agreement. The obligations 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 SCTDF Capital Fund.

- B. By entering into this Agreement, Property Owner shall not be relieved of the obligation, as applicable, to pay the SCTDF in connection with the Project pursuant to SCC section 16.87.080.
  
- C. County enters into no contract or agreement with any general contractor by entering into this Agreement, nor is any general contractor a third-party beneficiary of this Agreement. County shall have no obligation to pay any general contractor for any work that such general contractor may do pursuant to the plans and specifications for the Facilities.
  
- D. By entering into this Agreement, Property Owner specifically agrees to assume the defense of, indemnify and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement or from the construction, installation, operation or existence of the Facilities.

6. **GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

7. **OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by County hereunder shall be the exclusive property of County.

8. **ASSIGNMENT**

This Agreement is not assignable by Property Owner in whole or in part, without the prior written consent of the County. County's consent shall not be unreasonably withheld.

9. **AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon the County unless agreed in writing by the Director of County's Department of Transportation and counsel for County.

10. **SUCCESSORS**

This Agreement shall bind the successors of the County and Property Owner in the same manner as if they were expressly named.

11. **TIME**

Time is of the essence of this Agreement.

12. **INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

13. **DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to

by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

14. **PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between the County and Property Owner regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between the County and Property Owner regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

15. **SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

16. **AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

17. **COUNTERPARTS**

This Agreement may be executed in counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO**

**PROPERTY OWNER**

\_\_\_\_\_  
**a California**  
\_\_\_\_\_

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

\_\_\_\_\_

Ron E. Vicari, Director  
Department of Transportation

[Name]  
[Title]

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

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