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Recording Requested for the
Benefit of the County of Fresno,
Department of Public Works
And Planning

When Recorded Return To:
Department of Public Works
And Planning
Development Services
Division Stop 214
Attn: Development Engineering

AGREEMENT

TRACT 4968 TRAFFIC IMPACT FEES

THIS AGREEMENT is made and entered into this 1st day of
May, 2018, by and between the COUNTY OF FRESNO, a political subdivision
of the State of California (hereinafter "COUNTY") and JPJ, INCORPORATED, a
California Corporation located at 7030 N. Fruit Avenue, Suite 101, Fresno CA, 93711,
the subdivider of Tract No. 4968 (hereinafter "SUBDIVIDER").

WITNESSETH

WHEREAS, on December 14, 2000 the Fresno County Planning Commission
approved Initial Study Application No. 4665 and Classified Conditional Use Permit No.
2956 related to Vesting Tentative Subdivision Map No. 4968; and

WHEREAS, on December 14, 2000 the Fresno County Planning Commission
approved Vesting Tentative Subdivision Map No. 4968, Classified Conditional Use
Permit Application No. 2956, Site Plan Review Application No. 7082, and Mitigation
Measures adopted and/or approved through the associated Initial Study Application
subject to certain conditions; and

WHEREAS, said Initial Study Application contained a Transportation Impact
Analysis (TIA) that identified mitigation measures related to traffic impacts; and

WHEREAS, the Millerton Specific Plan, most recently amended on December 7,
2004, requires that each development project proponent in the Millerton New Town area
pay the project's pro-rata share of the cost of traffic improvements to mitigate traffic

1 impacts, including improvements to four-lane roadway projects and traffic signal
2 installation as described in the TIA; and

3 WHEREAS, the Millerton Specific Plan also provides that each development
4 project proponent in the Millerton New Town area shall enter into an agreement with the
5 County to provide for the funding of the traffic impact fees, which fees shall be payable
6 on a per-unit basis as set forth in the TIA at the time of issuance of a building permit;
7 and

8 WHEREAS, Mitigation Measure No. 2.i of the Mitigation Monitoring and
9 Reporting Program also requires the SUBDIVIDER to pay a pro-rata share of the cost of
10 improvements for four-lane roadways and traffic signal projects as described in the TIA:
11 and

12 WHEREAS, Mitigation Measure No. 2.i also requires that the SUBDIVIDER shall
13 enter into an agreement with the COUNTY to provide for funding of the traffic impact
14 fees prior to recording a Final Map for Tract No. 4968; and

15 WHEREAS, the Board of Supervisors, as required by Fresno County Ordinance
16 Code section 17.88.120, has by resolution on May 1, 2018, after noticed public hearing
17 and following all other procedures required by law, established the amount of the traffic
18 impact fees for Tract No. 4968 ("Traffic Impact Fee"); and

19 WHEREAS, SUBDIVIDER will be required to pay the Traffic Impact Fee for each
20 lot when building permits are issued; and

21 WHEREAS, the SUBDIVIDER desires to record a Final Map for Tract No. 4968.

22 NOW THEREFORE, the parties hereto agree as follows:

- 23 1. SUBDIVIDER shall pay the Traffic Impact Fee for Tract No. 4968 in the amounts
24 shown in Exhibit A to this Agreement.
- 25 2. In addition to the amount in Paragraph 1, SUBDIVIDER shall pay three percent
26 (3%) of the amount shown in Exhibit A to the COUNTY for administration of the
27 Public Facilities Fund.

28

- 1 3. If payment of the Traffic Impact Fee is not made at the time of issuance of
2 building permits, payment shall be made prior to occupancy of the project
3 improvements. In that case, as a condition of issuance of building permits
4 without payment of the pro-rata mitigation fee, SUBDIVIDER shall execute a
5 separate covenant with the COUNTY acknowledging the requirement for
6 payment of the mitigation fee as a condition of occupancy.
- 7 4. The amount of fee shall be adjusted on January 15 annually beginning in 2019
8 by a percentage equal to the change in the Engineering News Record
9 Construction Cost Index for 20 Cities for the preceding year as published in the
10 Fourth Quarterly Cost Issue in the preceding December.
- 11 5. The Traffic Impact Fee shall be imposed and collected in accordance with
12 Section 66000 et seq. of the California Government Code and Chapter 17.88 of
13 the Fresno County Ordinance Code.
- 14 6. The Millerton Specific Plan requires that the developers who are developing
15 property within the Millerton Specific Plan improve certain parts of Millerton Road
16 and install the traffic signal at the intersection of Millerton Road and Marina Drive,
17 or pay their pro-rata share of the cost of that project through a "Development
18 Fee," which is established separately from the Traffic Impact Fee. The traffic
19 signal is also identified in the TIA as an improvement necessary to mitigate
20 specific traffic impacts of Tract No. 4968. SUBDIVIDER understands and
21 acknowledges that to the extent the Development Fee and the Traffic Impact Fee
22 cover improvements of Millerton Road and the traffic signal at the intersection of
23 Millerton Road and Marina Drive, those fees cover different components of those
24 improvements and both fees shall be paid in full.
- 25 7. The developers wish to provide that the developer who installs the traffic signal
26 will be able to recover part of the cost of the installation of the traffic signal once
27 installed by claiming reimbursement from the Traffic Impact Fee. To that end, if
28 the SUBDIVIDER installs the traffic signal, the COUNTY shall allow

- 1 SUBDIVIDER to claim reimbursement for the cost of that installation from
2 proceeds of the Traffic Impact Fee.
- 3 8. If the COUNTY adopts a regional traffic impact fee for a larger region that
4 includes Tract No. 4968, other than the Development Fee, the SUBDIVIDER
5 agrees that the regional fee shall apply in lieu of the Traffic Impact Fee to units
6 within Tract No. 4968, if the Traffic Impact Fee is not already paid for such units
7 and if the regional traffic impact fee is not more than the Traffic Impact Fee.
- 8 9. Under the conditions described below, COUNTY shall recalculate the Year 2025
9 traffic volumes for the roads impacted by Tract No. 4968 and the pro-rata share
10 of the cost of improvements for Tract No. 4968, and may reduce the amount of
11 the Traffic Impact Fee. Those conditions include the following:
- 12 a. A traffic impact analysis or traffic study is prepared for a new project
13 generating more than 1,000 trips per day that impact any of the roads or
14 traffic signals impacted by Tract 4968; and
 - 15 b. The new project requires a General Plan Amendment and was not
16 included in the TIA for Tract 4968; and
 - 17 c. The new project is approved by the COUNTY (approved Tentative Map or
18 Conditional Use Permit.) or begins construction through sovereign (tribal)
19 right within two years after final occupancy is granted or within five years
20 from the first building permit, whichever is greater.
- 21 10. Recalculation of the Traffic Impact Fee as stated in Paragraph 9 above shall be
22 considered a redefinition of the Traffic Impact Fee imposed on each lot in Tract
23 No. 4968. Refunds of overpayments for parcels on which the Traffic Impact Fee
24 has been collected, but which have not yet been sold by the SUBDIVIDER, may
25 be provided in a separate Reimbursement Agreement for Traffic Impact Fees for
26 Tract No. 4968, as may later be executed between COUNTY and SUBDIVIDER.
- 27 11. NOTICES. The persons and their addresses having authority to give and receive
28 notices under this Agreement include the following:

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COUNTY OF FRESNO

SUBDIVIDER

Director of Public Works and Planning
County of Fresno
2220 Tulare Street, 6th Floor
Fresno, CA 93721

John A. Bonadelle, President
JPJ, INCORPORATED, a California
Corporation
7030 N. Fruit Ave., Suite 101
Fresno, CA 93711

All notices between the COUNTY and SUBDIVIDER provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

12. VENUE AND GOVERNING LAW. Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this

1 Agreement shall be governed in all respects by the laws of the State of
2 California.

3 13. SEVERABILITY. In the event any provisions of this Agreement are held by a
4 court of competent jurisdiction to be invalid, void, or unenforceable, the Parties
5 will use their best efforts to meet and confer to determine how to mutually amend
6 such provisions with valid and enforceable provisions, and the remaining
7 provisions of this Agreement will nevertheless continue in full force and effect
8 without being impaired or invalidated in any way.

9 14. HEADINGS; CONSTRUCTION; STATUTORY REFERENCES. The headings of
10 the sections and paragraphs of this Agreement are for convenience only and
11 shall not be used to interpret this Agreement. This Agreement is the product of
12 negotiation between the Parties. The language of this Agreement shall be
13 construed as a whole according to its fair meaning and not strictly for or against
14 any Party. Any rule of construction to the effect that ambiguities are to be
15 resolved against the drafting party shall not apply in interpreting this Agreement.
16 All references in this Agreement to particular statutes, regulations, ordinances or
17 resolutions of the United States, the State of California, or the County of Fresno
18 shall be deemed to include the same statute, regulation, ordinance or resolution
19 as hereafter amended or renumbered, or if repealed, to such other provisions as
20 may thereafter govern the same subject.

21 15. LEGAL AUTHORITY. Each individual executing or attesting this Agreement
22 hereby covenants, warrants, and represents to the other Party: (1) that he or she
23 is duly authorized to execute and deliver this Agreement on behalf of his or her
24 respective Party in accordance with the following: for the SUBDIVIDER, its
25 articles of organization and operating agreement; and for COUNTY, its governing
26 legal authority; (2) that this Agreement is binding upon his or her respective
27 Party; and (3) that his or her respective Party is duly organized and legally
28 existing in good standing in the State of California.

1 16. BINDING EFFECT. This Agreement shall be binding upon, and inure to the
2 benefit of, the successors and assigns of the Parties.

3 17. NO THIRD PARTY BENEFICIARIES. Notwithstanding anything else to the
4 contrary herein, the Parties acknowledge and agree that no other person, firm,
5 corporation, or entity shall be deemed an intended third-party beneficiary of this
6 Agreement.

7 18. COUNTERPARTS. This Agreement may be executed in two or more
8 counterparts, each of which shall be deemed to be an original, and all of which
9 taken together shall constitute one and the same instrument.

10 19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement
11 between the SUBDIVIDER and COUNTY with respect to the subject matter
12 hereof and supersedes all previous Agreement negotiations, proposals,
13 commitments, writings, advertisements, publications, and understanding of any
14 nature whatsoever unless expressly included in this Agreement.

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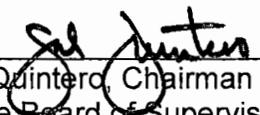
1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set
2 forth above.

3
4 **SUBDIVIDER:**
5 JPJ, INCORPORATED, a California
6 Corporation

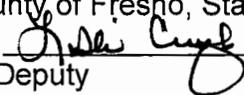
7 By: 
8 Dean H. Pryor, CFO

9 JPJ, INCORPORATED, a California
10 Corporation
11 7030 N. Fruit Ave., Suite 101
12 Fresno, CA 93711

COUNTY OF FRESNO:

By: 
Sal Quintero, Chairman
of the Board of Supervisors of the
County of Fresno

ATTEST:

Bernice E. Seidel
Clerk to the Board of Supervisors
County of Fresno, State of California
By: 
Deputy

23 FOR ACCOUNTING USE ONLY:
24 ORG: 1301-1306, 1329, 1336-1338, 1346-1356
25 FUND: 088
26 SUBCLASS: 34201-34207, 34235, 34245-34247, 34257-34264
27 ACCOUNT: 1450

28 G:\4360Devs&PIn\ADMIN\BOARD\Board Items\2010-2019\2018\5-1-18\Tract 4968\Tract 4968 Final Map\T4968 Agreement Traffic
Impact Fees.docx

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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)SS
COUNTY OF Fresno)

APN No:

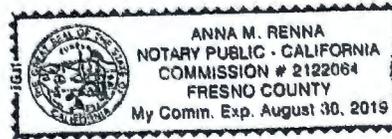
On April 17, 2018 before me, Anna M. Renna, Notary Public, personally appeared Dean H. Pryor

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 Anna M. Renna



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

EXHIBIT A

TRACT 4968 TRAFFIC IMPACT MITIGATION COSTS
MARCH 2018

Tract 4968 (106 Units)											
MITIGATION IMPROVEMENTS	UNIT CONSTRUCTION COST	PROJECT TRAFFIC	2020 CUMULATIVE TRAFFIC	TOTAL PROJECT PERCENT SHARE (\$125 UNITS)	PROJECT PERCENT SHARE FOR TRACT 4968	LENGTH IN FEET	CONSTRUCTION COSTS	10% DESIGN ENGINEERING	15% CONSTRUCTION ENGINEERING	PROJECT SHARE ROW Acquisition	TOTAL PROJECT SHARE
SIGNAL LOCATION											
FRIANT AT COPPER/WILLOW*	\$ -	295 per pm pk hour	2512 per pm pk hour	11.23%	1.06%	N/A	\$3				
FRIANT AT WILLOW	\$ 1,000,000	311 per pm pk hour	2500 per pm pk hour	12.44%	1.17%	N/A	\$11,721	\$1,170	\$1,700		\$14,651
FRIANT AT NORTH FORK RD.**	\$ 148,500	334 per pm pk hour	2847 per pm pk hour	11.73%	1.11%	N/A	\$1,861	\$160	\$250		\$2,351
WILLOW AT COPPER	\$ 750,000	66 per am pk hour	2361 per am pk hour	9.64%	0.34%	N/A	\$2,572	\$260	\$300		\$3,232
MILLERTON AT AUBERRY	\$ 750,000	20 per am pk hour	1479 per am pk hour	2.84%	0.25%	N/A	\$1,860	\$180	\$280		\$2,350
MILLERTON AT SKY HARBOR	\$ 750,000	116 per am pk hour	1849 per am pk hour	6.29%	0.59%	N/A	\$4,445	\$440	\$670		\$5,655
MILLERTON AT BRIGHTON CREST	\$ 900,000	117 per am pk hour	1513 per am pk hour	7.25%	0.68%	N/A	\$3,416	\$340	\$510		\$4,306
MILLERTON AT MARINA	\$ 500,000	459 per am pk hour	2296 per am pk hour	21.90%	2.00%	N/A	\$10,317	\$1,030	\$1,550		\$12,897
MILLERTON AT TABLE MOUNTAIN*	\$ -	47 per am pk hour	852 per am pk hour	5.52%	0.52%	N/A	\$0	\$0	\$0		\$0
AUBERRY AT COPPER**	\$ 210,000	256 per am pk hour	2462 per am pk hour	10.31%	0.97%	N/A	\$2,040	\$200	\$310		\$2,650
AUBERRY AT MARINA DRIVE/MANCHELL COVE	\$ 750,000	318 per am pk hour	1899 per am pk hour	16.75%	1.56%	N/A	\$11,837	\$1,180	\$1,780		\$14,797
ROAD IMPROVEMENTS											
FRIANT ROAD											
Copper River Drive to Willow* (2 lane to 4 lane expressway)	\$ 158,500	2778 per day	18,430	15.03%	1.42%	1.80	\$5,050	\$510	\$760		\$6,320
Willow to Bugg* (2 lane to 4 lane expressway)	\$ 198,500	2925 per day	24,340	12.02%	1.13%	4.30	\$9,067	\$670	\$1,450		\$12,307
Bugg to North Fork Rd* (2 lane to 4 lane arterial)	\$ 158,500	2925 per day	21,800	13.42%	1.20%	0.88	\$2,225	\$220	\$320		\$2,755
MILLERTON ROAD											
North Fork Rd. to Marina Drive*** (2 lane to 4 lane arterial)	\$ 5,481,700	3290 per day	29,440	16.16%	1.52%	3.15	\$280,896	\$29,875	\$36,148		\$331,013
Marina Drive to Sky Harbor Rd*** (2 lane to 4 lane arterial)	\$ 5,481,700	1097 per day	15,370	7.14%	0.67%	1.13	\$40,418	\$3,233	\$6,063		\$49,714
Sky Harbor to Auberry Rd (2 lane to 4 lane arterial)	\$ 4,589,500	398 per day	7,430	4.83%	0.46%	1.50	\$32,548	\$3,205	\$4,807		\$42,063
Total Right-of-Acquisition Cost	\$ 880,000				0.83% (average of three)					\$7,304	\$7,304
WILLOW AVENUE											
Friant Rd to Copper Ave. (add 2-lanes)	\$ 1,737,000	146 per day	7,620	2.88%	0.22%	1.85	\$6,298	\$620	\$945		\$7,873
Total Right-of-Acquisition Cost	\$ 600,000				0.22%					\$1,200	\$1,200
AUBERRY ROAD											
Copper to Marina Drive (2 lane to 4 lane arterial)	\$ 4,183,000	2557 per day	21,220	17%	2%	7.50	\$492,882	\$49,269	\$73,934		\$618,116
Total Right-of-Acquisition Cost	\$ 700,000				2.80%					\$14,000	\$14,000
											\$1,140,760
											\$ -10,762

*Improvements are uncontracted. The fees are being collected until County's share has been met
 **Improvements are being designed by County
 *** FE estimated at \$M

per unit cost (106 units)