

1 Recording Requested for the  
2 Benefit of the County of Fresno,  
3 Department of Public Works  
4 And Planning

5 When Recorded Return To:  
6 Department of Public Works  
7 And Planning  
8 Development Services  
9 Division Stop 214  
10 Attn: Development Engineering

11  
12 AGREEMENT

13 CLASSIFIED CONDITIONAL USE PERMIT NO. 3593 TRAFFIC IMPACT FEES

14 THIS AGREEMENT is made and entered into this 22<sup>nd</sup> day of June, 2021, by and between the  
15 COUNTY OF FRESNO, a political subdivision of the State of California (hereinafter "COUNTY") and  
16 Harris Ranch Beef Company, a California corporation (hereinafter "DEVELOPER"), located at  
17 10431 8<sup>3/4</sup> Ave, Hanford CA 93230, the developer for Classified Conditional Use Permit No.  
18 3593. COUNTY and DEVELOPER may be referred to herein individually as a "Party" and collectively  
19 as "Parties."

20 WITNESSETH

21 WHEREAS, on August 23, 2018, the Fresno County Planning Commission approved Initial  
22 Study Application No. 7373, Classified Conditional Use Permit No. 3593, and Variance Application  
23 No. 4049; and

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

26 WHEREAS, mitigation measure No. 2 requires that the DEVELOPER enter into an agreement  
27 with the COUNTY to provide for funding of the traffic impact fees prior to the issuance of a building  
28 permit for development associated with Classified Conditional  
Use Permit No. 3593; and

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1           WHEREAS, the Board of Supervisors, as required by Fresno County Ordinance  
2 Code section 17.88.120, has by resolution on June 22, 2021, after noticed public hearing and following  
3 all other procedures required by law, established the amount of the traffic impact fees for Classified  
4 Conditional Use Permit No. 3593 ("Traffic Impact Fee"); and

5           WHEREAS, DEVELOPER will be required to pay the Traffic Impact Fee prior to the issuance  
6 of a building permit for any development under Unclassified Conditional Use Permit No. 3593.

7           NOW THEREFORE, the parties hereto agree as follows:

8           1. DEVELOPER shall pay the Traffic Impact Fee for Classified Conditional Use  
9 Permit No. 3593 in the amount of \$99,440, prior to the issuance of a building permit for any  
10 development under Unclassified Conditional Use Permit No. 3593.

11           2. In addition to the amount in Paragraph 1, DEVELOPER shall pay three percent (3%) of the  
12 amount to the COUNTY for administration of the Public Facilities Fee Fund.

13           3. If payment of the Traffic Impact Fee is not made at the time of issuance of  
14 building permits, payment shall be made prior to occupancy of the project improvements. In that case,  
15 as a condition of issuance of building permits without payment of the pro rata mitigation fee,  
16 DEVELOPER shall execute a separate covenant with the COUNTY acknowledging the requirement  
17 for payment of the mitigation fee as a condition of occupancy.

18           4. The amount of Traffic Impact Fee shall be adjusted on January 15 annually beginning in  
19 2022 by a percentage equal to the change in the Engineering News Record Construction Cost Index  
20 for 20 Cities for the preceding year as published in the Fourth Quarterly Cost Issue in the preceding  
21 December.

22           5. The Traffic Impact Fee shall be imposed and collected in accordance with  
23 Section 66000 et seq. of the California Government Code and Chapter 17. 88 of the  
24 Fresno County Ordinance Code.

25           6. NOTICES. The persons and their addresses having authority to give and  
26 receive notices under this Agreement include the following:

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1            COUNTY OF FRESNO  
2            Director of Public Works and Planning  
3            County of Fresno  
             2220 Tulare Street, 6<sup>th</sup> Floor  
             Fresno, CA 93721

DEVELOPER  
             Harris Ranch Beef Company,  
             a California Corporation  
             10431 8<sup>3/4</sup> Ave  
             Hanford, CA 93230

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

19            7.    VENUE AND GOVERNING LAW. Venue for any action arising out of or related to this  
20 Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all  
21 interpretation and performance of this Agreement shall be governed in all respects by the laws of the  
22 State of California.

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

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

11           10. LEGAL AUTHORITY. Each individual executing or attesting this Agreement hereby  
12 covenants, warrants, and represents to the other Party: (1) that he or she is duly authorized to execute  
13 and deliver this Agreement on behalf of his or her respective Party in accordance with the following:  
14 for the DEVELOPER, its articles of organization and operating agreement; and for COUNTY, its  
15 governing legal authority; (2) that this Agreement is binding upon his or her respective Party; and (3)  
16 that his or her respective Party is duly organized and legally existing in good standing in the State of  
17 California.

18           11. BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of,  
19 the successors and assigns of the Parties.

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

23           13. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each  
24 of which shall be deemed to be an original, and all of which taken together shall constitute the same  
25 instrument.

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

3 **DEVELOPER:**  
Harris Ranch Beef Company

4  
5 By: 

6 Brian Coelho, President

7 (Printed Name, Title)

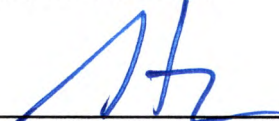
8 10431 8<sup>3</sup>/<sub>4</sub> Ave

9 (Address)

Hanford CA 93230

(City, State, Zip)

**COUNTY OF FRESNO:**

By:   
Steve Brandau, Chairman of the Board of  
Supervisors of the County of Fresno

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

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12 FOR ACCOUNTING USE ONLY:  
13 FUND: 0088  
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**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

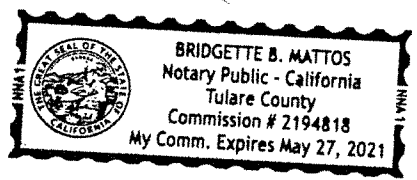
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Kings }

On June 3, 2021 before me, Bridgette B. Mattos, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Brian Coelho  
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.

The notary commission extended pursuant to Executive Order N-63-20.

Place Notary Seal and/or Stamp Above

Signature Bridgette B. Mattos  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_