

**WAGNER & WAGNER, A PROFESSIONAL CORPORATION**

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February 5, 2025

Board of Supervisors of the County of Fresno  
Hall Of Records, Third Floor  
2281 Tulare Street  
Fresno, Ca 93721

**Re: Friant Ranch, a Limited Partnership**

Honorable Board Members:

We represent Friant Ranch, a Limited Partnership (Friant Ranch). Friant Ranch hereby petitions the Board of Supervisors of the County of Fresno (County Board) for the mutual termination of the Indemnification Agreement dated March 8, 2011 between the County and Friant Ranch (the "Indemnification Agreement").

The Indemnification Agreement was entered into following the Land Use Approval (as defined in the Indemnification Agreement) for the Friant Ranch project granted by the County Board on February 1, 2011 (collectively, the 2011 Land Use Approval).

In connection with a consolidated lawsuit by the Sierra Club, et al. (Fresno Superior Court Case No. 11CECG00706 (consolidated with Fresno Superior Court Case Nos. 11CECG007C9 and 11CECG00726)), the Supreme Court of the State of California remanded the case to the Fifth District Court of Appeal, which remanded the case to the trial court, which, on March 19, 2019, ordered, by writ of mandate, that the County "[v]acate or set aside its approval of the Friant Ranch project and not approve the project before preparing a revised EIR that provides an adequate discussion of health and safety problems that will be caused by the rise in various pollutants resulting from the Project's development." This means only "the revisions to the EIR" (as opposed to the entire EIR as revised). Accordingly, the County is now preparing a Revised EIR (discussed below) addressing operational air quality impacts.

On April 13, 2021, the County Board vacated the 2011 Land Use Approval and certification of the EIR by approving Ordinance No. 21-005, Resolution No. 21-109, and Resolution No. 21-110.

Friant Ranch is currently working with the County on the Partially Revised and Recirculated Draft Environmental Impact Report (the "Revised EIR") as required by the foregoing writ of mandate. The Revised EIR is nearing completion. The court still has jurisdiction over the Revised EIR.

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Because the Indemnification Agreement only covers the 2011 Land Use Approval which has now been set aside, Friant Ranch requests the County to terminate the Indemnification Agreement.

The Indemnification Agreement provides at Section 7(a)(ii) that the Indemnification Agreement can be terminated upon Friant Ranch's petition to the County Board based upon an opinion by Friant Ranch's legal counsel provided to the County Board.

Based upon the fact that the Indemnification Agreement relates solely to the 2011 Land Use Approval that was set aside by the County Board in 2021, and without prejudice to Friant Ranch's current application to request the County's recertification of the Revised EIR and re-approval of the associated land use entitlements for the Friant Ranch Project, we hereby represent and are of the opinion that:

1. The Indemnification Agreement can be terminated;
2. If in the event any demand, claim, action, proceeding, and/or litigation is brought by anyone upon or after the date of this letter related to the 2011 Land Use Approval, such demand, claim, action, proceeding, and/or litigation would be completely and forever barred by the statute of limitations;
3. Each and every demand, claim, action, proceeding, and/or litigation that was brought with regard to the 2011 Land Use Approval has been settled or a final judgment has been rendered by a court of competent jurisdiction; and
4. We are not aware of any demand, claim, action, proceeding, and/or litigation which is pending or threatened by anyone that could give rise to Friant Ranch's obligation under the Indemnification Agreement to defend, indemnify and/or hold harmless the County.

Please contact me with any questions or if you need any further information on this matter.

Sincerely,

Wagner & Wagner, a Professional Corporation

By:

  
Bryan N. Wagner