

18-0411

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

## ALLOCATION OF PERMANENT WATER RIGHTS

This Allocation of Permanent Water Rights Agreement, hereafter referred to as "Allocation Agreement," made and entered into this 1<sup>st</sup> day of May, 2018, by and between FRESNO COUNTY, a political subdivision of the State of California, herein referred to as "COUNTY," and JPJ, INCORPORATED, a California Corporation, hereinafter referred to as "DEVELOPER."

WHEREAS, the DEVELOPER is required to provide a domestic water supply for development of his Vesting Tentative Tract Map No. 4968, hereafter referred to as "Tract 4968"; and,

WHEREAS, the COUNTY has acquired, through various agreements, certain rights to water from the Federal Central Valley Project (CVP), hereafter called the "COUNTY'S CVP Supply," which water, as available, may be used or exchanged for beneficial use for the ALLOCATION-HOLDER and others similarly situated as the COUNTY deems appropriate; and,

WHEREAS, the COUNTY is one of the Cross Valley Canal (CVC) Contractors in the CVP, and hence, calls the agreements under which it obtained and maintains the COUNTY's CVP Supply, to CVP water, "the CVC Agreements"; and

WHEREAS, such CVC Agreements, including but not limited to, a long term contract between the United States, The Department of Water Resources of the State Of California, and the County of Fresno for Project Water Service, Contract No. 14-06-200-8292A, as amended, which provided COUNTY CVP Water from November 10, 1975 to February 29, 1996, numerous

1 Interim Renewal Contracts thereafter, to wit, Contract No(s) 14-06-200-8292A-IR1, IR2, IR3,  
2 IR4, IR5, IR6, IR7, IR8, IR9, IR 10, IR 11, IR 12, IR13, IR14, IR15, and IR16 the last of which is  
3 in full effect until February 28, 2018, which are referred to herein as the "CVC Agreements,"  
4 executed by the Board of Supervisors of the COUNTY, are on file in the office of the Clerk of  
5 said Board, and are incorporated herein by this reference; and

6 WHEREAS, Interim Renewal Contract IR17 is pending and is expected to be executed  
7 prior to February 28, 2018, and the COUNTY currently is in negotiations with the United States  
8 and the Department of Water Resources for new Long Term CVP Contracts, which once fully  
9 executed by the Board of Supervisors of the COUNTY and those other parties, will be on file in  
10 the office of the Clerk of said Board, and are upon execution incorporated herein by this  
11 reference as part of the "CVC Agreements"; and

12 WHEREAS, to implement the CVC Agreements, the COUNTY has entered into other  
13 agreements, including, but not limited to, the "Joint Water Management Exchange Agreement"  
14 between Arvin-Edison Water Storage District and Fresno County for Exchange of Water,"  
15 (hereinafter, the Arvin-Edison Agreement") executed by the Board of Supervisors of the  
16 COUNTY on July 22, 2008, and Interim Annual Water Supply agreements between Arvin-  
17 Edison Water Storage District and Fresno County which are on file in the office of the Clerk of  
18 said Board, and are incorporated herein by this reference; and

19 WHEREAS, the COUNTY from time to time will negotiate and enter into other such  
20 agreements as the aforementioned Arvin-Edison MOU, under which the COUNTY may have to  
21 pay then-applicable market rates for water, and other charges, in order to implement the CVC  
22 Agreements; and

23 WHEREAS, from time to time any of the agreements described hereinabove, including  
24 the CVC Agreements, agreements to implement the CVC Agreements, including but not limited  
25 to the Arvin-Edison MOU, and other, future agreements to implement the CVC Agreements,  
26 may be amended, from time to time, imposing changed requirements upon the COUNTY; and

27 WHEREAS, the COUNTY'S CVP Supply, as available, will be made available from the  
28 Sacramento-San Joaquin Delta and/or the Friant Division of the CVP, through use of the Cross-

1 Valley Canal (CVC), and/or the Friant-Kern Water System, and/or other water conveyance  
2 facilities; and

3 WHEREAS, by resolution dated July 11, 1989 and entitled "Resolution reserving water  
4 for county service area and setting forth procedure for allocation of water", the Board of  
5 Supervisors conditionally reserved 1,242 acre feet of water for County Service Area No. 34  
6 each year and established the procedure of the permanent allocation of such water; and

7 WHEREAS, by the Arvin-Edison Agreement, the Board of Supervisors conditionally  
8 made available a total of up to 1,520 acre-feet of water for County Service Area 34 (hereafter  
9 CSA 34) allocation holders within Brighton Crest and Millerton New Town, by exchange of  
10 County's CVP Water Supply.

11 WHEREAS, subsequent actions taken by the Board of Supervisors have established  
12 other policies required as conditions upon the granting of allocations, including by way of  
13 example but not limitation, the approval by the Board of Supervisors of then-current policies,  
14 and of policy recommendations made by the County's Water Advisory Committee and private  
15 reservation holders for allocation of the County's CVC supply, on June 26, 1990, including, by  
16 way of example and not limitation, policies requiring that allocations are subject to minimum  
17 annual administration fees consistent with current industry practice, permanent allocations, as  
18 used herein, are granted only after the County is reimbursed with interest for a pro-rata share of  
19 its capital investment in the construction of the CVC at the time the allocation is made,  
20 permanent allocations should be periodically reviewed for their continued need based upon past  
21 history and current demand, the allocation must be equal to the water demand less that amount  
22 which can be withdrawn from the ground on a continuing basis without causing an overdraft  
23 ("safe yield"), that the applicant must have the physical and financial means to withdraw the  
24 water, and that the applicant must transfer the water allocation to a public agency charged with  
25 the delivery of water that encompasses the land for which the allocation is held or granted; and  
26 WHEREAS, DEVELOPER's Tract 4968 is within CSA 34, which is charged with, among  
27 other things, the delivery of water within CSA 34;

28



1       WHEREAS, the DEVELOPER has requested a Permanent Allocation of domestic water  
2 from the COUNTY's supply, to serve Tract 4968, in the amount of fifty-eight Acre-Feet of  
3 water, annually (hereinafter, "58 AFY"), is willing to reimburse the County, with interest, for a  
4 pro-rata share of the COUNTY's capital investment in the construction of the CVC, and to  
5 comply with other conditions as the County requires; and

6       WHEREAS, in exchange for the Permanent Allocation of 58 AFY for use by and within  
7 Tract 4968, which DEVELOPER is required to obtain in order to develop Tract 4968, the  
8 DEVELOPER will pay all costs associated with the acquisition, delivery, contract maintenance,  
9 and administration for said water, and the DEVELOPER's pro-rata share of the COUNTY's  
10 capital investment in the construction of the CVC, including interest thereon; and

11       WHEREAS, the COUNTY is willing to make this Permanent Allocation under specific  
12 terms and conditions, as set forth herein.

13 NOW, THEREFORE, the parties hereto agree as follows:

14       1. All of the foregoing recitals are incorporated by the parties into this Agreement as though  
15 set forth in full.

16       2. COUNTY'S OBLIGATIONS.

17           a. The COUNTY hereby makes a Permanent Allocation of 58 AFY of water, of the  
18 COUNTY'S CVP Supply, to DEVELOPER for the benefit of Tract 4968, subject to  
19 the terms herein.

20           b. Until such time as Tract 4968 has need for the beneficial use of the entire  
21 amount of the Permanent Allocation, the County shall use its CVP Supply as  
22 deemed appropriate by the COUNTY, including the sale, exchange, and/or  
23 transfer to other entities; However, the parties understand and agree that the  
24 costs to COUNTY of selling, exchanging, and/or transferring water to other  
25 entities shall also be borne by future lot owners in Tract 4968.

26       3. DEVELOPER'S OBLIGATIONS.

27           a. DEVELOPER Shall Pay Pro-rata Share.

28

- 1 i. The DEVELOPER shall pay COUNTY FIVE HUNDRED SIXTY FIVE  
2 DOLLARS and EIGHTY THREE CENTS (\$565.83) for each Acre-Foot of  
3 the 58 AFY allocated herein, in a total amount of THIRTY TWO  
4 THOUSAND EIGHT HUNDRED EIGHTEEN DOLLARS and FIFTEEN  
5 CENTS (\$32,818.15), as DEVELOPER's pro-rata share of reimbursing  
6 the COUNTY's capital investment in the construction of the CVC,  
7 including interest thereon, to and including November 30, 2017  
8 (hereinafter, "DEVELOPER's Pro-rata Reimbursement of County").  
9 DEVELOPER shall tender DEVELOPER's Pro-rata Reimbursement of  
10 County to COUNTY, at the time it signs this Allocation Agreement, in a  
11 certified check or other form of payment acceptable to the Director of  
12 Public Works and Planning, or said Director's designee.
- 13 ii. The DEVELOPER's Pro-rata Reimbursement of County and any interest  
14 that accrues thereon shall be non-refundable; provided however, if the  
15 COUNTY Board of Supervisors determines that it will not sign this  
16 Allocation Agreement, the DEVELOPER's Pro-rata Reimbursement of  
17 County shall be refunded, less a processing fee of \$1,000.00, within forty-  
18 five (45) days of that determination.
- 19 b. DEVELOPER Shall Pay Annual Costs. The DEVELOPER and/or future lot  
20 owners of Tract 4968 shall reimburse the COUNTY, through County Service  
21 Area annual assessments and/or service fees, for all Annual Costs associated  
22 with the acquisition, delivery, and contract maintenance, including but not limited  
23 to this Allocation Agreement, the CVC Agreements, the Arvin-Edison Agreement  
24 and other Agreements to implement the CVC Agreements, and any amendments  
25 thereto, and other, future, agreements and amendments thereto deemed  
26 necessary by County, in its sole discretion, for and to provide said water  
27 including, but not limited to, cost of water, operation and maintenance of water  
28 facilities, power, accounting, and environmental compliance and restoration.



1 c. DEVELOPER Shall Pay Additional Costs. In addition to the Annual Costs, the  
2 DEVELOPER and/or future lot owners of Tract 4968 shall pay to the COUNTY  
3 any Additional Costs, including but not limited to the annual costs reasonably  
4 incurred by COUNTY in its administration of the CVP water exchange program  
5 for the benefit of the DEVELOPER / DEVELOPER's Tract 4968 ("DEVELOPER's  
6 Pro-rata Share of COUNTY CVC Water Exchange Program Administrative  
7 Costs"), for DEVELOPER's Pro-rata share of COUNTY's cost for the COUNTY's  
8 CVP Supply, and for all COUNTY costs incurred in connection with the  
9 performance and administration of this Allocation Agreement. Additional Costs  
10 shall include, but shall not be limited to, a minimum annual administrative fee of  
11 \$37.50 for each AF of water allocated by the COUNTY for the DEVELOPER,  
12 which means that the minimum administrative fee for this 58 AFY Permanent  
13 Allocation, at the commencement of this Allocation Agreement, is ONE  
14 THOUSAND ONE HUNDRED SIXTY DOLLARS and NO CENTS (\$2,175.00),  
15 per year. The minimum annual administrative fee component of Additional Costs  
16 shall be adjusted annually, on January 2, 2019 and each January 2 thereafter, to  
17 reflect a three-percent inflation factor. Regardless of the inflation factor or index  
18 used, the annual administrative fee shall never fall below the minimum amount of  
19 \$37.50 per each AFY.

20 4. TRANSFER OF PERMANENT ALLOCATION TO COUNTY SERVICE AREA NO. 34;  
21 DEVELOPER'S CONTINUING OBLIGATION FOR ALL COSTS.

22 a. DEVELOPER and/or future lot owners of Tract 4968 are required to and, at the  
23 time and as specified by the COUNTY, shall transfer the entire Permanent  
24 Allocation of 58 AFY to CSA 34 for the benefit of Tract 4968. However,  
25 notwithstanding the occurrence of that transfer, DEVELOPER is responsible for  
26 all costs not covered by the net user fees or assessments applicable to  
27 DEVELOPER's Tract 4968 collected from ultimate water users within Tract 4968  
28 by CSA 34, and shall pay all remaining net costs associated with the acquisition,

1 delivery, contract maintenance, and administration for said water, and related  
2 obligations, i.e., the Annual Costs and the Additional Costs, until such time that  
3 105 of the 106 lots in Tract 4968 are occupied by such ultimate water users.  
4 Therefore, to the extent that such user fees and assessments do not cover all  
5 costs, creating a shortfall, DEVELOPER shall satisfy his obligation therefor by  
6 paying that shortfall ("Shortfall Costs"), in full.

7 5. INVOICING BY COUNTY AND PAYMENT BY DEVELOPER.

- 8 a. Annual Invoices for Costs Under 3.B and 3.C. COUNTY shall invoice the  
9 DEVELOPER annually for all costs in Paragraph 3, subparts B, and C after a  
10 given water year. COUNTY shall send the invoice to DEVELOPER by regular  
11 mail, postage prepaid, to the DEVELOPER at the address specified in Section 14  
12 of this Allocation Agreement, on or before the last day of the month following the  
13 end of the applicable water year for the COUNTY Supply. The water year for the  
14 COUNTY's CVP Supply currently commences on March 1st and continues  
15 through February 28th or 29th of the calendar year next following.
- 16 b. Costs Under Paragraph 4. COUNTY shall invoice the developer monthly,  
17 commencing Sixty (60) days after the effective date of this Allocation Agreement,  
18 for Shortfall Costs, until the net user fees or assessments applicable to  
19 DEVELOPER's Tract 4968 collected from ultimate water users within Tract 4968  
20 by CSA 34, actually and fully pay all costs associated with the acquisition,  
21 delivery, contract maintenance, and administration for the Permanent Allocation.  
22 COUNTY shall send the invoice to DEVELOPER by regular mail, postage  
23 prepaid, to the DEVELOPER at the address specified in Section 14 of this  
24 Allocation Agreement, on or before the twentieth day of each month after the  
25 period for payment accrues. The first period for DEVELOPER's payment of  
26 Shortfall Costs, if any, shall be comprised of the sixty days after the effective day  
27 of this Allocation Agreement together with any portion of a month in order that the  
28



1 next period may commence on the first day of the next calendar month;

2 thereafter, the second and each successive periods shall be calendar months.

- 3 c. DEVELOPER shall pay each COUNTY invoice in full within Twenty (20) days of  
4 the date on which it was mailed by COUNTY.

5 6. POSSIBLE REDUCTION OR TERMINATION OF ALLOCATED WATER

- 6 a. Reductions. The parties to this Agreement acknowledge by entering into this  
7 Agreement that in accordance with the COUNTY's aforementioned CVC  
8 Agreements and other agreements with other entities, there always exists a  
9 possibility that the COUNTY'S Supply may be reduced during some years, or  
10 that water deliveries will be unavailable, or that proportionate reductions to  
11 available exchanged water may occur by further allocation of the COUNTY's  
12 CVP Supply, at its discretion, beyond the 1,520 acre-feet conditionally reserved  
13 for CSA 34. In the event of a reduction, the Permanent Allocation, or the actual  
14 delivery of the of water being made available to the DEVELOPER, on behalf of  
15 Tract 4968, under this Allocation Agreement, shall be reduced by the same ratio  
16 as water made available to CSA 34 based on the COUNTY'S CVC Supply is  
17 reduced, or a 58/1520 (3.8%) share of the CSA 34 water supply based on the  
18 COUNTY's CVP water supply, in accordance with the COUNTY's  
19 aforementioned CVC Agreements, other agreements with other entities, and the  
20 terms of this Agreement.

- 21 b. In such years or at such times, the DEVELOPER and/or future lot owners of  
22 Tract 4968 shall pay their pro-rata share of all costs the COUNTY incurs and is  
23 obligated to pay under the CVC Agreements for the DEVELOPER's pro-rata  
24 share of the COUNTY'S Supply. DEVELOPER shall also pay all other costs it  
25 otherwise would incur, including but not limited to Annual Costs and Additional  
26 Costs, and Shortfall Cost. If any such costs can be prorated, COUNTY shall do  
27 so.



1 c. Termination. The parties further acknowledge that the possibility also exists that  
2 the aforementioned CVC Agreements may terminate, eliminating the COUNTY'S  
3 CVP Supply, which is the basis for the water allocated under this Allocation  
4 Agreement. In the event the CVC Agreements are terminated, DEVELOPER  
5 shall pay all costs due under this Agreement up to the actual date of termination  
6 of those CVC Agreements, or the date all obligations thereunder are satisfied,  
7 whichever last occurs. Furthermore, COUNTY has also entered into, and may  
8 continue to enter into, other agreements to implement the CVC Agreements.  
9 The possibility exists that if the CVC Agreements are terminated, even if all  
10 obligations thereunder have been satisfied, COUNTY's, and hence,  
11 DEVELOPER's, duties and obligations may not automatically terminate as to  
12 these further other agreements. DEVELOPER shall continue to pay all costs due  
13 under this Allocation Agreement for those other agreements, up to the actual  
14 date of termination of any such obligations.

15 7. ALTERNATIVE SUPPLIES OF WATER.

16 a. In the event all or a portion of the COUNTY'S CVP Supply is terminated, and if  
17 COUNTY secures Supply to potential surface water supplies other than the  
18 COUNTY's exchanged CVP Supply, whether before or after the DEVELOPER  
19 has transferred the Permanent Allocation to CSA 34 for the benefit of and use  
20 within Tract 4968, DEVELOPER shall be liable for the payment of all costs  
21 thereof as alternative supplies, in the same manner as DEVELOPER is  
22 responsible for all costs for the COUNTY's CVP Supply, and implementing same,  
23 under this Allocation Agreement.

24 8. THE PERMANENT ALLOCATION SHALL BE PERIODICALLY REVIEWED FOR  
25 CONTINUED NEED BASED ON PAST HISTORY AND CURRENT DEMAND.

26 a. DEVELOPER's contractual obligations in this Allocation Agreement to fund all  
27 costs of the Permanent Allocation of 58 AFY create the initial use rights of said  
28

- 1 Permanent Allocation in CSA 34, for Tract 4968, subject to each term and  
2 condition of this Allocation Agreement.
- 3 b. CSA 34 is the public agency charged with the delivery of water to Tract 4968,  
4 and the parties expect that ultimately the obligations to pay all costs for and of  
5 the Permanent Allocation will be assumed fully by the water users within Tract  
6 4968 by payment, to CSA 34, of user fees or assessments for said Permanent  
7 Allocation, and the use thereof, within Tract 4968.
- 8 c. Consistent with COUNTY practice and policies, the parties agree that the  
9 Permanent Allocation shall be periodically reviewed by COUNTY in its sole  
10 discretion based on past history and current demand, and to ensure that such  
11 water is used beneficially, including, by way of example but not limitation, the  
12 occurrence of any change in approved plans for Tract 4968, the failure to  
13 develop the entire Tract, according to the Final Map thereof, changes in densities  
14 in Tract 4968, or if water conservation standards or other practices implemented  
15 therein reduce the demand for water. Upon the occurrence of any such events,  
16 the Permanent Allocation may be correspondingly reduced in an amount  
17 determined by CSA 34 staff and approved by the Board of Supervisors, and the  
18 water shall be released to CSA 34 for reservation or allocation according to  
19 COUNTY policies. DEVELOPER, or, once DEVELOPER has transferred the  
20 Permanent Allocation to CSA 34, Tract 4968, shall not be entitled to any  
21 reimbursement of monies paid under this Allocation Agreement if a portion of the  
22 Permanent Allocation made hereunder is released to CSA 34.
- 23 9. DEVELOPER'S FAILURE TO FULLY AND TIMELY PAY ALLOWS COUNTY TO  
24 DECLARE AGREEMENT NULL AND VOID; PERMANENT ALLOCATION REVERTS  
25 TO COUNTY.
- 26 a. DEVELOPER agrees that if before DEVELOPER transfers the Permanent  
27 Allocation to CSA 34, DEVELOPER fails to pay any amount due under this  
28 Agreement, in any given year, the COUNTY has the right, in its sole discretion, to



1 declare this entire Allocation Agreement null and void. All COUNTY obligations  
2 under this Agreement shall terminate at such time, the Permanent Allocation  
3 shall revert to the COUNTY, and no refund shall be made to DEVELOPER of any  
4 payments made hereunder.

5 10. COMPLIANCE WITH APPLICABLE LAWS

- 6 a. The DEVELOPER agrees that it shall comply fully with all applicable County  
7 ordinances and policies, and all Federal and State laws, orders, and regulations,  
8 including but not limited to those concerning pollution controls, non-  
9 discrimination, environmental regulations of all types, safe yield, beneficial use,  
10 the use of water made available under this Allocation Agreement.

11 11. HOLD HARMLESS

- 12 a. The DEVELOPER agrees to and shall hold the COUNTY harmless for damages  
13 or claims of damage of any nature in connection with the control, transmission,  
14 handling, use, disposal, or distribution of water made available under this  
15 Agreement, including, but not limited to, property damage, personal injury, or  
16 death.

17 12. NO RIGHT OF ASSIGNMENT OR TRANSFER OF PERMANENT ALLOCATION,  
18 EXCEPT TO CSA 34; NO RIGHT OF ASSIGNMENT OR TRANSFER OF OTHER  
19 RIGHTS OR OBLIGATIONS.

- 20 a. The COUNTY hereby grants the Permanent Allocation to DEVELOPER and to  
21 no other under this Allocation Agreement, and such grant is subject to all the  
22 terms and conditions of this Allocation Agreement. This grant is personal to  
23 DEVELOPER. DEVELOPER has no right to and shall not transfer or assign its  
24 rights to the Permanent Allocation, except to CSA 34 (as and when specified by  
25 COUNTY), without express prior written approval of the COUNTY, by and  
26 through its governing body, the Board of Supervisors. Further, DEVELOPER has  
27 no right to and shall not transfer or assign its rights and / or its obligations,  
28 including the obligation to pay all costs under this Allocation Agreement, without

1 express prior written approval of the COUNTY, by and through its governing  
2 body, the Board of Supervisors.

3 13. BINDING EFFECT

4 a. This Agreement shall be binding upon and inure to the benefit of the heirs,  
5 executors, and administrators, successors and assigns of the parties, hereto.

6 14. EFFECTIVE DATE; TERM

7 a. This Allocation Agreement shall take effect on the day and year hereinabove first  
8 written and shall continue in full force and effect until such time that 105 of the  
9 106 lots of Tract 4968 are occupied by ultimate water users or until December  
10 31, 2025, whichever is sooner. This Agreement may be amended or terminated  
11 at any time by written consent of both parties, provided that, the COUNTY  
12 unilaterally may declare the Agreement null and void under Section 9, in the  
13 event DEVELOPER fails to fully and timely pay any amount due under the  
14 Agreement, and the Permanent Allocation shall revert to the COUNTY.

15 15. NOTICES.

16 a. The persons and their addresses having authority to give and receive notices  
17 under this Agreement are:

18 COUNTY OF FRESNO

19 Director of Public Works and Planning  
20 County of Fresno  
21 2220 Tulare Street, 6<sup>th</sup> Floor  
22 Fresno, CA 93721

OWNER

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

23 b. All notices between the COUNTY and DEVELOPER provided for or permitted  
24 under this Agreement must be in writing and delivered either by personal service,  
25 by first-class United States mail, by an overnight commercial courier service, or  
26 by telephonic facsimile transmission. A notice delivered by personal service is  
27 effective upon service to the recipient. A notice delivered by first-class United  
28 States mail is effective three COUNTY business days after deposit in the United



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

14 16. VENUE; GOVERNING LAW.

- 15 a. Venue for any action arising out of or related to this Agreement shall only be in  
16 Fresno County, California.  
17 b. The rights and obligations of the parties and all interpretation and performance of  
18 this Agreement shall be governed in all respects by the laws of the State of  
19 California.

20 17. SEVERABILITY

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

27 18. NO THIRD PARTY BENEFICIARIES  
28

- 1 a. Notwithstanding anything else to the contrary herein, the Parties acknowledge  
2 and agree that no other person, firm, corporation, or entity shall be deemed an  
3 intended third-party beneficiary of this Agreement.

4 19. HEADINGS; CONSTRUCTION; STATUTORY REFERENCES

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

16 20. COUNTERPARTS

- 17 a. This Agreement may be executed in two or more counterparts, each of which  
18 shall be deemed to be an original, and all of which taken together shall constitute  
19 one and the same instrument.

20 21. ENTIRE AGREEMENT

- 21 a. This Agreement constitutes the entire agreement between the Owner and County  
22 with respect to the subject matter hereof and supersedes all previous Agreement  
23 negotiations, proposals, commitments, writings, advertisements, publications,  
24 and understanding of any nature whatsoever unless expressly included in this  
25 Agreement.

26 ///

27 ///

28 ///



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

3 **DEVELOPER:**

4 JPJ, INCORPORATED, a California  
5 Corporation

6 By: 

7 Dean H. Pryor, CFO

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

**COUNTY OF FRESNO:**

By: 

Sal Quintero, Chairperson 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

23 **FOR ACCOUNTING USE ONLY:**

24 **ORG:** 9323

25 **FUND:** 0830

26 **SUBCLASS:** 16204

27 **ACCOUNT:** 5062

## 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. Renne, Notary Public, personally appeared  
Dean H. Pryor

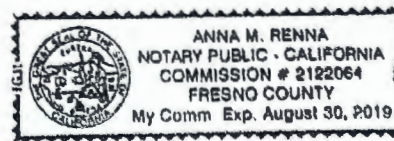
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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. Renne



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 \_\_\_\_\_