

18-0961

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

CLASSIFIED CONDITIONAL USE PERMIT NO. 3200 TRAFFIC IMPACT FEES

THIS AGREEMENT is made and entered into this 9th day of
October, 2018, by and between the COUNTY OF FRESNO, a political subdivision
of the State of California (hereinafter "COUNTY") and Saleh Alkobadi, located at
22012 E. Manning Ave., Reedley, CA, the developer for Classified Conditional Use Permit
No. 3200 (hereinafter "DEVELOPER").

WITNESSETH

WHEREAS, on March 10, 2009, the Fresno County Planning Commission
approved Classified Conditional Use Permit No. 3200 and Initial Study Application No.
5758; and

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

WHEREAS, mitigation measure No. 7 requires that the DEVELOPER enter into
an agreement with the COUNTY to provide for funding of the traffic impact fees prior to
the issuance of a building permit for development associated with Classified Conditional
Use Permit No. 3200; and

WHEREAS, the Board of Supervisors, as required by Fresno County Ordinance
Code section 17.88.120, has by resolution on August 7, 2018, after noticed public
hearing and following all other procedures required by law, established the amount of

1 the traffic impact fees for Classified Conditional Use Permit No. 3200 ("Traffic Impact
2 Fee"); and

3 WHEREAS, DEVELOPER will be required to pay the Traffic Impact Fee prior to
4 the issuance of a building permit for any development on the subject property.

5 NOW THEREFORE, the parties hereto agree as follows:

6 1. DEVELOPER shall pay the Traffic Impact Fee for Classified Conditional Use
7 Permit No. 3200 in the amount of \$3,378.

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

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

17 4. The amount of fee shall be adjusted on January 15 annually beginning in
18 2019 by a percentage equal to the change in the Engineering News Record
19 Construction Cost Index for 20 Cities for the preceding year as published in the Fourth
20 Quarterly Cost Issue in the preceding December.

21 5. The Traffic Impact Fee shall be imposed and collected in accordance with
22 Section 66000 et seq. of the California Government Code and Chapter 17.88 of the
23 Fresno County Ordinance Code.

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

26 COUNTY OF FRESNO

DEVELOPER

27 Director of Public Works and Planning

Saleh Alkobadi

28 County of Fresno

1 2220 Tulare Street, 6th Floor

2 Fresno, CA 93721

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

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

25 8. SEVERABILITY. In the event any provisions of this Agreement are held by a
26 court of competent jurisdiction to be invalid, void, or unenforceable, the Parties will use
27 their best efforts to meet and confer to determine how to mutually amend such
28 provisions with valid and enforceable provisions, and the remaining provisions of this

1 Agreement will nevertheless continue in full force and effect without being impaired or
2 invalidated in any way.

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

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

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

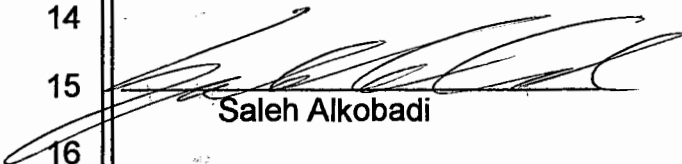
23 12. NO THIRD PARTY BENEFICIARIES. Notwithstanding anything else to the
24 contrary herein, the Parties acknowledge and agree that no other person, firm,
25 corporation, or entity shall be deemed an intended third-party beneficiary of this
26 Agreement.

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

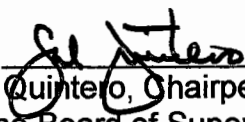
4 14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement
5 between the DEVELOPER and COUNTY with respect to the subject matter hereof and
6 supersedes all previous Agreement negotiations, proposals, commitments, writings,
7 advertisements, publications, and understanding of any nature whatsoever unless
8 expressly included in this Agreement.

9
10 IN WITNESS THEREOF, the parties have executed this Agreement on the date
11 set forth above.

12
13 **DEVELOPER:**

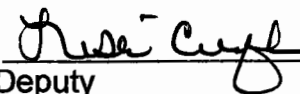
14
15 
16 Saleh Alkobadi
17 (Address)

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
24
25
26
27 FOR ACCOUNTING USE ONLY:
28 FUND: 0088