

21-1045

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
TRACT NO. 6189

This Allocation of Permanent Water Rights Agreement, hereafter referred to as "Allocation Agreement," made and entered into this 16th day of November 2021, by and between the County of Fresno, a political subdivision of the State of California, herein referred to as "COUNTY," and 3B Development Inc., a California Corporation, hereinafter referred to as "SUBDIVIDER." COUNTY and SUBDIVIDER may be referred to individually as a "Party," or collectively as "Parties," to this Allocation Agreement.

WHEREAS, SUBDIVIDER is required to provide a domestic water supply for development of his Tract Map No. 6189, hereafter referred to as "Tract 6189"; and,

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

WHEREAS, COUNTY is one of the Cross-Valley Canal (CVC) Contractors in the CVP, and hence, calls the agreements under which it obtained and maintains COUNTY CVP Supply, to CVP water referred to herein as "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 COUNTY Project Water

1 Service, Contract No. 14-06-200-8292A, as amended, which provided COUNTY CVP Water from
2 November 10, 1975 to February 29, 1996, numerous Interim Renewal Contracts thereafter, to wit, Contract
3 No(s) 14-06-200-8292A-IR1, IR2, IR3, IR4, IR5, IR6, IR7, IR8, IR9, IR 10, IR 11, IR 12, IR13, IR14, IR15,
4 IR16, and IR17 the last of which is in full effect until February 29, 2020, which are referred to herein as
5 the "CVC Agreements," executed by COUNTY Board of Supervisors, are on file in the office of the Clerk
6 of said Board, and are incorporated herein by this reference; and

7 WHEREAS, COUNTY currently is in negotiations with the United States and the Department of
8 Water Resources for new Long Term CVP Contracts, which once fully executed by COUNTY Board of
9 Supervisors and those other parties, will be on file in the office of the Clerk of said Board, and are upon
10 execution incorporated herein by this reference as part of the CVC Agreements; and

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

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

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

24 WHEREAS, COUNTY CVP Supply, as available, will be made available from the Sacramento-San
25 Joaquin Delta and/or the Friant Division of the CVP, through use of the Cross-Valley Canal (CVC), and/or
26 the Friant-Kern Water System, and/or other water conveyance facilities; and

27 WHEREAS, by resolution dated July 11, 1989 and entitled "Resolution reserving water for county
28 service area and setting forth procedure for allocation of water", the Board of Supervisors conditionally

1 reserved 1,242-acre feet of water for County Service Area No. 34 each year and established the procedure
2 of the permanent allocation of such water; and

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

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

20 WHEREAS, SUBDIVIDER Tract 6189 is within CSA 34, which is charged with, among other things,
21 the delivery of water within CSA 34;

22 WHEREAS, SUBDIVIDER has requested a Permanent Allocation of domestic water from
23 COUNTY supply, to serve Tract 6189, in the amount of sixty-six and a half of acre-feet of water, annually
24 hereinafter called, "66.50 AFY", is willing to reimburse COUNTY, with interest, for a pro rata share of
25 COUNTY capital investment in the construction of the CVC, and to comply with other conditions as
26 COUNTY requires; and

27 WHEREAS, in exchange for the Permanent Allocation of 66.50 AFY for use by and within Tract
28 6189, which SUBDIVIDER is required to obtain in order to develop Tract 6189, SUBDIVIDER will pay all

1 costs associated with the acquisition, delivery, contract maintenance, and administration for said water,
2 and SUBDIVIDER pro rata share of COUNTY capital investment in the construction of the CVC, including
3 interest thereon; and

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

6 NOW, THEREFORE, the Parties hereto agree as follows:

7 1. All the foregoing recitals are incorporated by the Parties into this Allocation Agreement as though
8 set forth in full.

9 2. COUNTY OBLIGATIONS.

10 A. COUNTY hereby makes a Permanent Allocation of 66.50 AFY of water, of COUNTY CVP
11 Supply, to SUBDIVIDER for the benefit of Tract 6189, subject to the terms herein.

12 B. Until such time as Tract 6189 has need for the beneficial use of the entire amount of the
13 Permanent Allocation, COUNTY shall use its CVP Supply as deemed appropriate by COUNTY, including
14 the sale, exchange, and/or transfer to other entities; However, the Parties understand and agree that the
15 costs to COUNTY of selling, exchanging, and/or transferring water to other entities shall also be borne by
16 future lot owners in Tract 6189.

17 3. SUBDIVIDER OBLIGATIONS.

18 A. SUBDIVIDER shall pay pro rata share. SUBDIVIDER shall pay COUNTY, SIX HUNDRED,
19 FIVE DOLLARS and NO CENTS (\$605) for each Acre-Foot of the 66.50 AFY allocated herein (Attachment
20 A), in a total amount of FORTY THOUSAND, TWO HUNDRED THIRTY TWO DOLLARS AND FIFTEEN
21 CENTS (\$40,232.50), as SUBDIVIDER's pro rata share of reimbursing COUNTY's capital investment in
22 the construction of the CVC, including interest thereon, to and including November 30, 2019, hereinafter
23 referred to as, "SUBDIVIDER Pro rata Reimbursement". SUBDIVIDER shall tender SUBDIVIDER Pro
24 rata Reimbursement to COUNTY, at the time it signs this Allocation Agreement, in a certified check or
25 other form of payment acceptable to the Director of Public Works and Planning or said Director's designee.

26 B. SUBDIVIDER Pro rata Reimbursement and any interest that accrues thereon shall be non-
27 refundable; provided however, if the Board of Supervisors determines that it will not sign this Allocation
28

1 Agreement, SUBDIVIDER Pro rata Reimbursement shall be refunded, less a processing fee of \$1,000,
2 within forty-five (45) days of that determination.

3 C. SUBDIVIDER shall pay annual costs. SUBDIVIDER and/or future lot owners of Tract 6189
4 shall reimburse COUNTY, through County Service Area annual assessments and/or service fees, for all
5 annual costs associated with the acquisition, delivery, and contract maintenance, including but not limited
6 to this Allocation Agreement, the CVC Agreements, the Arvin-Edison Agreement and other agreements
7 to implement the CVC Agreements, and any amendments thereto, and other, future, agreements and
8 amendments thereto deemed necessary by COUNTY, in its sole discretion, for and to provide said water
9 including, but not limited to, cost of water, operation and maintenance of water facilities, power,
10 accounting, and environmental compliance and restoration.

11 D. SUBDIVIDER shall pay additional costs. In addition to the annual costs, the SUBDIVIDER
12 and/or future lot owners of Tract 6189 shall pay to COUNTY any additional costs, including but not limited
13 to the annual costs reasonably incurred by COUNTY in its administration of the CVP water exchange
14 program for the benefit of the SUBDIVIDER / SUBDIVIDER Tract 6189, SUBDIVIDER pro rata share of
15 COUNTY CVC Water Exchange Program administrative costs, SUBDIVIDER pro rata share of COUNTY
16 cost for COUNTY CVP Supply, and for all COUNTY costs incurred in connection with the performance
17 and administration of this Allocation Agreement. Additional costs shall include but, shall not be limited to
18 a minimum annual administrative fee of \$37.50 for each AF of water allocated by COUNTY for
19 SUBDIVIDER, which means that the minimum administrative fee for this 66.50 AFY Permanent Allocation
20 at the commencement of this Allocation Agreement is TWO THOUSAND FOUR HUNDRED, NINETY
21 THREE DOLLARS and SEVENTY FIVE CENTS (\$2,493.75), per year. The minimum annual
22 administrative fee component of additional costs shall be adjusted annually, on January 2, 2021 and each
23 January 2 thereafter, to reflect a three-percent inflation factor. Regardless of the inflation factor or index
24 used, the annual administrative fee shall never fall below the minimum amount of \$37.50 per each AFY.

25 4. TRANSFER OF PERMANENT ALLOCATION TO COUNTY SERVICE AREA NO. 34;
26 SUBDIVIDER'S CONTINUING OBLIGATION FOR ALL COSTS.

27 SUBDIVIDER and/or future lot owners of Tract 6189 are required to and, at the time and as
28 specified by COUNTY, shall transfer the entire Permanent Allocation of 66.50 AFY to CSA 34 for the

1 benefit of Tract 6189. However, notwithstanding the occurrence of that transfer, SUBDIVIDER is
2 responsible for all costs not covered by the net user fees or assessments applicable to SUBDIVIDER
3 Tract 6189 collected from ultimate water users within Tract 6189 by CSA 34, and shall pay all remaining
4 net costs associated with the acquisition, delivery, contract maintenance, and administration for said
5 water, and related obligations, i.e., the annual costs and the additional costs, until such time that 132 of
6 the 133 lots in Tract 6189 are occupied by such ultimate water users. Therefore, to the extent that such
7 user fees and assessments do not cover all costs, creating a shortfall, SUBDIVIDER shall satisfy his
8 obligation therefor by paying that shortfall ("Shortfall Costs"), in full.

9 5. INVOICING BY COUNTY AND PAYMENT BY SUBDIVIDER.

10 A. Annual invoices for costs under sections 3.B and 3.C COUNTY shall invoice SUBDIVIDER
11 annually for all costs in paragraph 3, subparts B, and C after a given water year. COUNTY shall send the
12 invoice to SUBDIVIDER by regular mail, postage prepaid, to SUBDIVIDER at the address specified in
13 section 15 of this Allocation Agreement, on or before the last day of the month following the end of the
14 applicable water year for COUNTY Supply. The water year for COUNTY CVP Supply currently
15 commences on March 1st and continues through February 28th or 29th of the calendar year next following.

16 B. Costs under paragraph 4, COUNTY shall invoice SUBDIVIDER monthly, commencing sixty
17 (60) days after the effective date of this Allocation Agreement, for Shortfall Costs, until the net user fees
18 or assessments applicable to SUBDIVIDER Tract 6189 collected from ultimate water users within Tract
19 6189 by CSA 34, actually and fully pay all costs associated with the acquisition, delivery, contract
20 maintenance, and administration for the Permanent Allocation. COUNTY shall send the invoice to
21 SUBDIVIDER by regular mail, postage prepaid, to SUBDIVIDER at the address specified in section 15 of
22 this Allocation Agreement, on or before the twentieth day of each month after the period for payment
23 accrues. The first period for SUBDIVIDER payment of Shortfall Costs, if any, shall be comprised of the
24 sixty (60) days after the effective day of this Allocation Agreement together with any portion of a month in
25 order that the next period may commence on the first day of the next calendar month; thereafter, the
26 second and each successive period shall be calendar months.

27 C. SUBDIVIDER shall pay each COUNTY invoice in full within twenty (20) days of the date on
28 which it was mailed by COUNTY.

1 6. POSSIBLE REDUCTION OR TERMINATION OF ALLOCATED WATER.

2 A. Reductions. The Parties to this Allocation Agreement acknowledge by entering into this
3 Allocation Agreement that in accordance with COUNTY aforementioned CVC Agreements and other
4 agreements with other entities, there always exists a possibility that COUNTY Supply may be reduced
5 during some years, or that water deliveries will be unavailable, or that proportionate reductions to available
6 exchanged water may occur by further allocation of COUNTY CVP Supply, at its discretion, beyond the
7 1,520 acre-feet conditionally reserved for CSA 34. In the event of a reduction, the Permanent Allocation,
8 or the actual delivery of the of water being made available to SUBDIVIDER, on behalf of Tract 6189, under
9 this Allocation Agreement, shall be reduced by the same ratio as water made available to CSA 34 based
10 on the COUNTY CVC Supply is reduced, or a 66.50/1520 (4.4%) share of the CSA 34 water supply based
11 on COUNTY CVP water supply, in accordance with COUNTY aforementioned CVC Agreements, other
12 agreements with other entities, and the terms of this Allocation Agreement.

13 B. In such years or at such times, SUBDIVIDER and/or future lot owners of Tract 6189 shall
14 pay their pro rata share of all costs COUNTY incurs and is obligated to pay under the CVC Agreements
15 for SUBDIVIDER's pro rata share of COUNTY Supply. SUBDIVIDER shall also pay all other costs it
16 otherwise would incur, including but not limited to annual costs and additional costs, and Shortfall Costs.
17 If any such costs can be prorated, COUNTY shall do so.

18 C. Termination. The Parties further acknowledge that the possibility also exists that the
19 aforementioned CVC Agreements may terminate, eliminating the COUNTY CVP Supply, which is the
20 basis for the water allocated under this Allocation Agreement. In the event the CVC Agreements are
21 terminated, SUBDIVIDER shall pay all costs due under this Allocation Agreement up to the actual date of
22 termination of those CVC Agreements, or the date all obligations thereunder are satisfied, whichever last
23 occurs. Furthermore, COUNTY has also entered into, and may continue to enter into, other agreements
24 to implement the CVC Agreements. The possibility exists that if the CVC Agreements are terminated,
25 even if all obligations thereunder have been satisfied, COUNTY, hence, SUBDIVIDER, duties and
26 obligations may not automatically terminate as to these further other agreements. SUBDIVIDER shall
27 continue to pay all costs due under this Allocation Agreement for those other agreements, up to the actual
28 date of termination of any such obligations.

1 7. ALTERNATIVE SUPPLIES OF WATER.

2 In the event all or a portion of COUNTY CVP Supply is terminated, and if COUNTY secures supply
3 to potential surface water supplies other than COUNTY exchanged CVP Supply, whether before or after
4 SUBDIVIDER has transferred the Permanent Allocation to CSA 34 for the benefit of and use within Tract
5 6189, SUBDIVIDER shall be liable for the payment of all costs thereof as alternative supplies, in the same
6 manner as SUBDIVIDER is responsible for all costs for COUNTY CVP Supply, and implementing same,
7 under this Allocation Agreement.

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

10 A. SUBDIVIDER contractual obligations in this Allocation Agreement to fund all costs of the
11 Permanent Allocation of 66.50 AFY create the initial use rights of said Permanent Allocation in CSA 34,
12 for Tract 6189, subject to each term and condition of this Allocation Agreement.

13 B. CSA 34 is the public agency charged with the delivery of water to Tract 6189, and the
14 Parties expect that ultimately the obligations to pay all costs for and of the Permanent Allocation will be
15 assumed fully by the water users within Tract 6189 by payment, to CSA 34, of user fees or assessments
16 for said Permanent Allocation, and the use thereof, within Tract 6189.

17 C. Consistent with COUNTY practice and policies, the Parties agree that the Permanent
18 Allocation shall be periodically reviewed by COUNTY in its sole discretion based on past history and
19 current demand, and to ensure that such water is used beneficially, including, by way of example but not
20 limitation, the occurrence of any change in approved plans for Tract 6189, the failure to develop the entire
21 Tract, according to the Final Map thereof, changes in densities in Tract 6189, or if water conservation
22 standards or other practices implemented therein reduce the demand for water. Upon the occurrence of
23 any such events, the Permanent Allocation may be correspondingly reduced in an amount determined by
24 CSA 34 staff and approved by the Board of Supervisors, and the water shall be released to CSA 34 for
25 reservation or allocation according to COUNTY policies. Once SUBDIVIDER has transferred the
26 Permanent Allocation to CSA 34, Tract 6189, SUBDIVIDER shall not be entitled to any reimbursement of
27 monies paid under this Allocation Agreement if a portion of the Permanent Allocation made hereunder is
28 released to CSA 34.

1 9. SUBDIVIDER FAILURE TO FULLY AND TIMELY PAY ALLOWS COUNTY TO DECLARE
2 AGREEMENT NULL AND VOID; PERMANENT ALLOCATION REVERTS TO COUNTY.

3 SUBDIVIDER agrees that if before SUBDIVIDER transfers the Permanent Allocation to CSA 34,
4 SUBDIVIDER fails to pay any amount due under this Allocation Agreement, in any given year, COUNTY
5 has the right, in its sole discretion, to declare this entire Allocation Agreement null and void. All COUNTY
6 obligations under this Allocation Agreement shall terminate at such time, the Permanent Allocation shall
7 revert to COUNTY, and no refund shall be made to SUBDIVIDER of any payments made hereunder.

8 10. COMPLIANCE WITH APPLICABLE LAWS.

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

13 11. HOLD HARMLESS.

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

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

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

28 13. BINDING EFFECT.

1 This Allocation Agreement shall be binding upon and inure to the benefit of the heirs, executors,
2 and administrators, successors and assigns of the Parties, hereto.

3 14. EFFECTIVE DATE; TERM.

4 This Allocation Agreement shall take effect on the day and year hereinabove first written and shall
5 continue in full force and effect until such time that 132 of the 133 lots of Tract 6189 are occupied by
6 ultimate water users or until December 31, 2025, whichever is sooner. This Allocation Agreement may
7 be amended or terminated at any time by written consent of both Parties, provided that, COUNTY
8 unilaterally may declare the Allocation Agreement null and void under Section 9, in the event SUBDIVIDER
9 fails to fully and timely pay any amount due under the Allocation Agreement, and the Permanent Allocation
10 shall revert to COUNTY.

11 15. NOTICES.

12 The persons and their addresses having authority to give and receive notices under this Allocation
13 Agreement are:

14 COUNTY OF FRESNO

15 Director of Public Works and Planning

16 County of Fresno

17 2220 Tulare Street, 6th Floor

18 Fresno, CA 93721

SUBDIVIDER

Darius Assemi, CEO, Director

3B Development Inc.

a California Corporation

1396 W. Herndon Ave.

Fresno, CA 93711

20 All notices between COUNTY and SUBDIVIDER provided for or permitted under this Allocation
21 Agreement must be in writing and delivered either by personal service, by first-class United States mail,
22 by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered
23 by personal service is effective upon service to the recipient. A notice delivered by first-class United States
24 mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid,
25 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
26 (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees
27 prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice
28 delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such

1 transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be
2 effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine
3 record of the completed transmission.

4 For all claims arising out of or related to this Allocation Agreement, nothing in this section
5 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
6 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
7 beginning with section 810).

8 16. VENUE; GOVERNING LAW.

9 A. Venue for any action arising out of or related to this Allocation Agreement shall only be in
10 Fresno County, California.

11 B. The rights and obligations of the Parties and all interpretation and performance of this
12 Allocation Agreement shall be governed in all respects by the laws of the State of California.

13 17. SEVERABILITY.

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

19 18. NO THIRD-PARTY BENEFICIARIES.

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

23 19. HEADINGS; CONSTRUCTION; STATUTORY REFERENCES.

24 The headings of the sections and paragraphs of this Allocation Agreement are for convenience
25 only and shall not be used to interpret this Allocation Agreement. This Allocation Agreement is the product
26 of negotiation between the Parties. The language of this Allocation Agreement shall be construed as a
27 whole according to its fair meaning and not strictly for or against any Party. Any rule of construction to the
28 effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this

1 Allocation Agreement. All references in this Allocation Agreement to statutes, regulations, ordinances or
2 resolutions of the United States, the State of California, or COUNTY shall be deemed to include the same
3 statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such
4 other provisions as may thereafter govern the same subject.

5 20. COUNTERPARTS.

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

8 21. ENTIRE AGREEMENT.

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

13 22. INDEPENDENT CAPACITY.

14 This Allocation Agreement is not intended to and will not be construed to create the relationship of
15 principal-agent, master-servant, employer-employee, partnership, joint venture or association between
16 the COUNTY and the SUBDIVIDER; neither Party is an officer of the other. Each of the Parties to this
17 Allocation Agreement, their respective officers, agents and employees, in the performance of this
18 Allocation Agreement shall act in an independent capacity, as independent contractors, between each
19 other.

20 23. LEGAL AUTHORITY.

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

27 **(Signature page follows.)**


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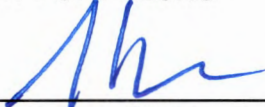
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IN WITNESS WHEREOF, the Parties have executed this Allocation Agreement on the date set forth above.

SUBDIVIDER AND/OR CONSULTANT

COUNTY OF FRESNO





(Authorized Signature)

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

Darius Assani, CEO

Print Name and Title

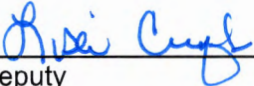
ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

1394 W. Herndon Ave, Ste 101

Mailing Address

Fresno, CA 93711

City, State, and Zip Code

By 
Deputy

FOR ACCOUNTING USE ONLY:
ORG: 9323
FUND: 0830
SUBCLASS: 16204
ACCOUNT: 5062

ACKNOWLEDGMENT

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.

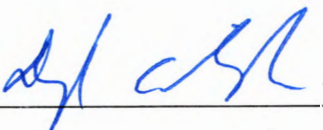
State of California
County of Fresno)

On November 8, 2021, before me, Daryl C. Gagliardi, a notary public,
(insert name and title of the officer)

personally appeared Darius Assemi,
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  (Seal)

