

FIRST AMENDMENT TO THE COPPER RIVER TRANSFER AGREEMENT

THIS FIRST AMENDMENT (First Amendment) effective as of _____, (the Effective Date), is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and Copper River Development Company, Inc., a California corporation (Developer), individually, a "Party", and jointly, the "Parties", to amend the Transfer Agreement, dated November 25, 2008 (the Agreement).

RECITALS

- A. Developer, as the anticipated primary developer of the Copper River Ranch Project (the Project), secured entitlements including but not limited to Master Conditional Use Permit No. C-04-153 (the Master CUP), Vesting Tentative Tract Map No. 5205 (Tract Map), and Conditional Use Permit No. C-05-247 (CUP) to develop the Project as a community of approximately 760 acres located between Friant Road, Willow Avenue, Copper Avenue, and the alignment of Silaxo Avenue.
- B. The conditions of approval for the Tract Map and CUP (Conditions of Approval) set forth several requirements related to wastewater service described more particularly in Section C of the Agreement, including but not limited to the following:
 - a. Developer shall design and construct an on-site tertiary wastewater treatment facility acceptable to the City of Fresno, that shall be completed prior to development of the 501st equivalent dwelling unit, after which all flow from Copper River Ranch shall be directed to the tertiary facility
 - b. Developer shall construct and/or pay for all facilities necessary to accommodate the impact of connection to the City sewer system and associated wastewater treatment.
- C. Pursuant to the Conditions of Approval, the Developer constructed a wastewater treatment facility (WWTF) sufficient to provide a total of 0.83 MGD of wastewater treatment capacity to accommodate 0.71 MGD of treatment and disposal capacity for an anticipated full build out of 3,182 equivalent dwelling units (EDUs), and an additional approximate 500 EDUs for potential development that could be integrated into the Project. This total capacity is defined as Developer's Reserved Capacity of 0.83 MGD.
- D. Pursuant to the Agreement, "Full Build Out of the Project" is defined as development that equates to 3,682 EDUs as determined by the Director of the Public Utilities Department.
- E. At City's request, Developer designed and constructed the WWTF to readily accommodate expansion from 0.83 MGD to a planned build out treatment capacity of 1.25 MGD, to allow for an additional 0.42MGD of Expansion Capacity to be used by the City to accommodate other development in the area more particularly described in Section F of the Agreement.
- F. Pursuant to Section 11 of the Agreement, Developer is assured its Reserved Capacity of up to 0.83 MGD of treatment and disposal capacity assuring wastewater service for up to Full Build Out of the Project up to 3,682 EDUs within the Project Area, as established by an unconditional Will Serve letter. In addition, Developer's rights under the Will Serve letter are fully transferrable and assignable within the Project Area provided that the Developer has met its obligations under

the Agreement, the City has consented to the assignment, and the assignment is completed in the agreed upon form under the Agreement.

- G. Payment of wastewater facility fees in the Project Area shall be as set forth in Section 10.1.2 of the Agreement.
- H. Pursuant to Section D of the Agreement, the Project Area shall mean the area designated by the Developer on Exhibit B as the area for development of the project and the property that will accommodate the additional 500 EDUs, which is clearly demarcated on Exhibit B as the Copper River Ranch "Project Area".
- I. An EIR for the Copper River Ranch Development was certified in 2003, which contemplated the WWTF to be built by Developer.
- J. The original Project Area analyzed in the 2003 FEIR, (which encompasses the Draft EIR, all appendices, and all written responses to comments) is set forth in Figure 1-3, clearly demarcating areas that are not a part of the project, and further specifically lists the assessor's parcel numbers that are included in the Project Area within the project description.
- K. On December 9, 2021, the City certified a Subsequent Final EIR (encompassing the Draft EIR, all appendices, all responses to comments, and all revisions) for the Copper River Ranch Project analyzing certain land use changes and an addition of 109 acres to the Project Area, set forth more particularly in Figure 2-3 of the Draft EIR.
- L. The 2021 Subsequent EIR concluded that, due to a reduction in commercial uses below what was previously anticipated, there are adequate sewer EDUs to serve full buildout of the Copper River Ranch Development, with the inclusion of the additional 109 acres analyzed by the Subsequent EIR.
- M. As of June 1, 2026, the Parties agree that exclusion of the additional 109 acres in the expanded area from eligibility for sewer EDUs is no longer necessary.
- N. Following good faith discussions, the Parties have agreed to certain amendments to the Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree:

- 1. Recitals. The foregoing Recitals are incorporated by reference into this First Amendment.
- 2. Sewer EDUs. The Parties agree that the 109 acres of additional land included in the Project Area and analyzed by the 2021 Subsequent EIR are eligible to use sewer EDUs, and the Project Area shall be expanded to include such parcels. Moreover, Exhibit B to the Agreement shall be revised to reflect the expanded Project Area. Revised Exhibit B is attached as Exhibit A to this First Amendment.
- 3. Transfer of EDUs. Developer may transfer sewer EDUs for use in the New Project Area pursuant to the procedures set forth in Section 11 of the Agreement pertaining to transfer of rights under the Will Serve letter.
- 4. Wastewater Facility Fees. Payment of wastewater facility fees within the New Project Area shall be as set forth in Section 10.1.2 of the Agreement.

5. Acknowledgment. Except as expressly changed by this First Amendment, the Agreement remains in full force and effect and is ratified and affirmed by the Parties.
6. Counterparts. This First Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed all original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart.
7. Exhibits. There is one (1) Exhibit to this First Amendment

IN WITNESS WHEREOF, the parties have executed this First Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

By: _____
Paul Amico, PE
Director of Public Utilities

Copper River Development Company, Inc.

DocuSigned by:
By: Gary McDonald
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Name: Gary McDonald

Title: Vice President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by:
By: Brandon Collet 7/22/2026
922BA9AA175B489
Brandon Collet Date
Chief Assistant City Attorney

ATTEST:
AMY K. ALLER
City Clerk

By: _____
Deputy Date

Exhibit A

REVISED EXHIBIT B

WWTF SERVICE AREA INCLUDING "PROJECT AREA"

LEGEND



PARCELS WITHIN THE ORIGINAL COPPER RIVER RANCH
"PROJECT AREA"



PROPERTY PLANNED TO BE SERVED BY THE
COPPER AVENUE WWTF, AND ADDED TO THE
COPPER RIVER RANCH "PROJECT AREA"



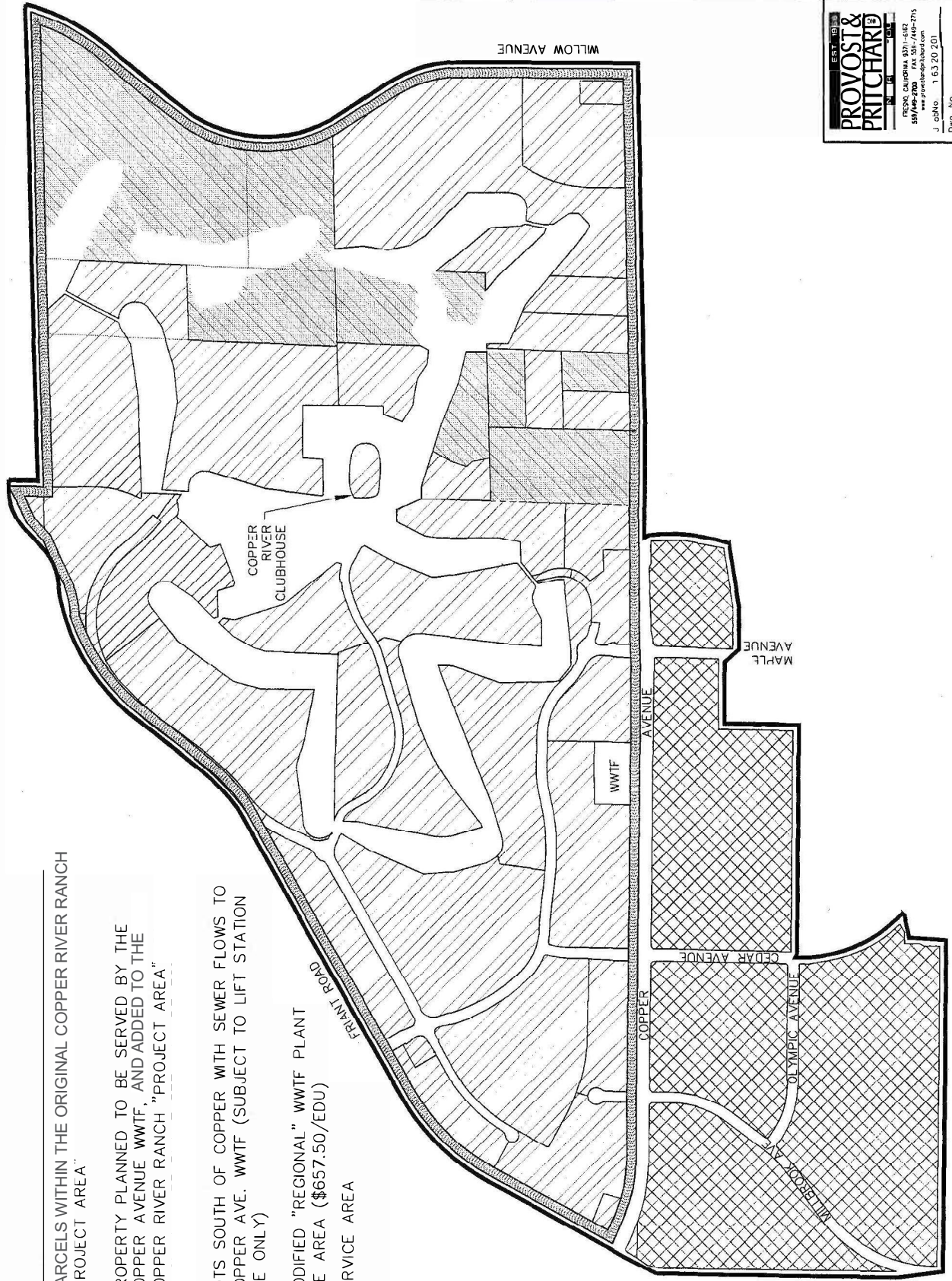
LOTS SOUTH OF COPPER WITH SEWER FLOWS TO
COPPER AVE. WWTF (SUBJECT TO LIFT STATION
FEE ONLY)



MODIFIED "REGIONAL" WWTF PLANT
FEE AREA (\$657.50/EDU)



SERVICE AREA



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EST. 1918
CIVIL ENGINEERS
FRESNO, CALIFORNIA 93711-4167
551/449-2700 FAX 551/449-2715
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Dwg. No.