

**Recording Requested by:**  
City of Fresno  
No Fee-Gov't. Code Sections  
6103 and 27383

**When Recorded, Mail to:**  
City Clerk  
City of Fresno  
2600 Fresno Street  
Fresno, CA 93721-3623

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*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

APN No. 316-022-27S, -28ST, -29ST,  
-30ST, -31T, -32, -33, -34, and -35T

PUBLIC WORKS DEPARTMENT  
CITY OF FRESNO

**IMPROVEMENT AND REIMBURSEMENT AGREEMENT  
FOR PHASE 2 OF SANGER UNIFIED SCHOOL DISTRICT MIDDLE AND HIGH  
SCHOOL CAMPUS PROJECT AT FOWLER AND JENSEN AVENUES**

This Agreement is made and entered on this 24th day of April, 2018, (the Effective Date), by and between the CITY OF FRESNO, a municipal corporation (City), and SANGER UNIFIED SCHOOL DISTRICT, a California public school district (District). City and District are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

- A. District proposes to develop an educational center (the Project) on the northeast corner of Fowler Avenue and Jensen Avenue, on Assessor's Parcel Numbers 316-022-27S, -28ST, -29ST, -30ST, -31T, -32, -33, -34, and 35T (Subject Properties), which encompass the area bounded by Church Avenue to the north, Jensen Avenue to the south, Fowler Avenue to the west and Armstrong Avenue to the east, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The Project Site Plan is attached hereto as Exhibit "B" and incorporated herein by reference.
- B. Ultimate plans for the Project are to construct an educational campus for 4,532 middle and high school students on approximately 120.45 acres on the Subject Properties. The Project is phased. Phase 2 of the Project includes the construction of middle school facilities, shared high school, and associated fields and lighted hard-courts at the southwest corner of the Project site. This Agreement applies only to Phase 2 of the Project, as described above and more particularly described in Final Environmental Impact Report – State Clearing House No. 2014121038 (the Project EIR).

- C. District hereby warrants that any and all parties having record title interest in the Subject Properties, except for APN 316-022-27S, which may ripen into a fee have subordinated to this instrument. All such instruments of subordination, if any, are attached hereto as Exhibit "C" and made a part of this instrument. City acknowledges that as of the Effective Date of this Agreement, District has acquired legal possession, but has not yet acquired fee title to APN 316-022-27S, that parcel being the subject of a pending eminent domain proceeding. Proof of legal possession is attached hereto as Exhibit "D" and made a part of this instrument.
- D. As a condition of constructing the Project, District is required to complete certain street, electrical, traffic signal, and related system improvements pursuant to the Project EIR and City of Fresno Department of Public Works requirements. Such Improvements, subject to this agreement, are more particularly described in part in Paragraph 3 below (the Improvements).
- E. District has requested City to allow it to defer certain of the required Improvements until after occupancy and has agreed to construct the deferred Improvements as set forth herein.

### **AGREEMENT**

THEREFORE, IN CONSIDERATION of the foregoing recitals and the agreement by the City to defer the construction of certain Improvements as described herein, District agrees:

- 1. Recitals. Each and all of the foregoing recitals of background facts are incorporated herein by this reference as though set forth herein verbatim.
- 2. Required Improvements. Pursuant to the Project EIR and the City of Fresno Department of Public Works requirements, District is required to complete the following Improvements for the purposes of ensuring public safety and welfare and to mitigate impacts arising from the Project.
  - a. Improvements to be Completed Prior to Occupancy. District agrees that the Improvements listed below are necessary to ensuring the safety and welfare of its students, teachers, parents, the citizens of the City of Fresno, and the general public at large. For the foregoing reasons, District agrees that the following Improvements must be completed prior to occupancy at the Project site. For the purpose of this Subsection, "occupancy" means the Project site is occupied by students for school purposes.
    - i. Fowler Avenue Street Improvements. Widen and install curb, gutter, sidewalk, and street lights on Fowler Avenue from approximately Via San Mareno Drive to Jensen Avenue.

This work also includes installation of a pedestrian traffic signal (HAWK) at the main entrance to the school.

- ii. Jensen Avenue Improvements. Install curb, gutter, pedestrian trail, and street lights on Jensen Avenue from Fowler Avenue to approximately 1,385 feet east of Fowler Avenue.
  - iii. Jensen/Armstrong Traffic Signal. Install a traffic signal at the intersection of Jensen and Armstrong Avenues, and any ancillary surface or utility relocation work and necessary improvements related thereto.
  - iv. Jensen/Fowler Traffic Signal Improvements. Install left-turn phasing at the intersection of Jensen and Fowler Avenues for the Fowler Avenue traffic, and any ancillary surface or utility relocation work and necessary improvements related thereto, including street widening.
  - v. Ancillary Work. Complete any and all ancillary work necessary of the above-listed Improvements.
- b. Deferred Improvements. District shall perform all work and install all Improvements described in this Subsection (Deferred Improvements) by August 1, 2021 (Deferral Date). The Public Works Director (the Director) may require the installation of the Deferred Improvements prior to the end of the Deferral Date if: (1) traffic volumes at the intersection of Armstrong and Church Avenue reach an Level of Service F; (2) cumulative enrollment in the schools developed on the Subject Property reaches 1,000 students; or (3) if continued deferral is deemed to be detrimental to the public safety or welfare. The Deferral Date may be extended in writing if the Public Works Director determines the granting of such an extension will not be detrimental to the public safety or welfare. No extension will be made except upon written application by the District and submitted to the City's Public Works Director at least thirty days prior to the Deferral Date or any extension thereof stating the reasons and facts supporting such extension.
- i. Church/Armstrong Traffic Signal. Install a traffic signal at the intersection of Church and Armstrong Avenues, and any ancillary surface or utility relocation work and necessary improvements related thereto.
3. Performance Standards. The performance and installation of the work and Improvements shall comply with the latest edition of the standard

specifications and drawings of the City at the time of the issuance of a street work permit, including details therewith and amendments thereto. In the event there are no standard specifications of the City for this work and Improvements, such performance and installation shall be in accordance with the latest standards and specifications of the State of California, Department of Transportation. District shall perform, install and provide all work, Improvements and materials under the supervision of the Public Works Director; work shall be inspected under the direction of the Public Works Director as it progresses.

4. Performance Security. No performance security shall be required.
5. Right-of-Way Acquisition. District is responsible for acquiring all right-of-way necessary for the Improvements and work to be completed hereunder.
6. Development Impact Fee Program. District agrees to participate in City's Development Impact Fee Program and pay fees as set forth in Exhibit "E" hereto. The fees provided in Exhibit "E" are based on information and designs provided to City by District and are subject to change should District alter its designs.
  - a. Payment of Fees. District shall pay Development Impact Fees by no later than August 1, 2019.
  - b. Credit from Fee Payment. District shall receive cost reimbursement in the form of fee credit based on the estimated cost of eligible improvements in accordance with City's fee reimbursement programs. Actual fee credit and reimbursement shall be based upon District's submission of invoiced project costs. Fee credit shall be reconciled upon District's submission.
7. Eligible Development Impact Fee Cost Reimbursement. The following work is eligible for reimbursement from the City's Development Impact Fee Program:
  - a. Traffic Signal Improvements. Improvements required at Jensen and Fowler Avenues, the new traffic signal at Jensen and Armstrong Avenues, and the new traffic signal at Church and Armstrong Avenues are eligible for reimbursement (or fee credit) from the Traffic Signal Mitigation Impact Fee Program. New signal poles and other signal related equipment must be at the ultimate location to be eligible for reimbursement.
  - b. Fowler Avenue Improvements. Street widening on Fowler Avenue is eligible for reimbursement (or fee credit) from the New Growth

Street Fee Program. The new sidewalks and the HAWK traffic signal are not eligible for reimbursement.

- c. Jensen Avenue Improvements. The installation of the curb, gutter, asphalt shoulder paving and trail (differential over sidewalk cost) on Jensen are eligible for reimbursement from the Regional Street Fee Program. Trail landscaping and irrigation is also eligible for partial reimbursement.
  - d. Right-of-Way. Land dedicated by the District for street or trail right-of-way is not eligible for reimbursement. Any property that is acquired from landowners that are not associated with the Project is eligible for reimbursement from the New Growth Street Fee Program or the Regional Street Fee Program, as applicable. The amount of reimbursement is limited to the appraised value of the land. Any monies paid to the landowners that exceed the appraised value will not be reimbursed.
8. Reimbursement Priority. All reimbursements to District from the City's Development Impact Fee Program are subject to the availability of funds. Reimbursements are paid in accordance with the Fresno Municipal Code. District will be reimbursed once all eligible projects with reimbursement priority are repaid.
  9. Improvement Cost Obligation. The City is not required or obligated by this Agreement to construct or complete the Improvements. If District fails to timely complete the Improvements, City may elect to install the Improvements to protect the public safety and welfare and the District agrees that it shall be fully responsible for all costs incurred by the City in connection with completion of the Improvements. A final accounting of such costs shall be sent to District by the Director and shall be payable within thirty days of such date. If District does not pay the costs in full within thirty days after the date the Director mails' notice of such costs, interest shall accrue on the unpaid balance at the maximum legal rate from the date the accounting of costs was confirmed. The remedy provided in this paragraph shall be in addition to and without limitation on any other rights or remedies that may be available to the City.
  10. District's Additional Obligations. As a part of the obligation of the District, the City shall be entitled to costs and reasonable expenses and fees, including reasonable attorney's fees, which may be incurred in successfully enforcing this Agreement against the District. All work and Improvements shall be done at the sole cost and expense of the District. The costs of engineering, inspection, testing, surveying, staking, and all applicable fees as required by Fresno Municipal Code shall be the sole responsibility of the District.

11. Binding. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of respective Parties hereto.
12. Gender. Whenever the context requires, the neuter shall include the masculine or feminine, or both, and the singular shall include the plural.
13. Time of the Essence. Time is of the essence of this Agreement.
14. Assignment. The District shall make no assignment of this Agreement or of any duty or obligation of performance hereunder, in whole or in part, without the prior written consent of the City, which shall not be unreasonably withheld.
15. Indemnification. City shall indemnify, hold harmless and defend District and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by District, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of City or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by City of governmental immunities including California Government Code section 810 et seq.

District shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, District or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of District or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by District of governmental immunities including California Government Code section 810 et seq.

In the event of concurrent negligence on the part of City or any of its officers, officials, employees, agents or volunteers, and District or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines,

penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

16. Insurance. Contractors of District's Improvements, within City right-of-way, shall pay for and maintain in full force all insurance policies pursuant to City's insurance requirements and policies at time of permit issuance and prior to commencement of any work within City right-of-way.
17. Notices. Any notice required or intended to be given to either Party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the Party to which notice is to be given at the Party's address set forth on the signature page of this Agreement or at such other address as the Parties may from time to time designate by written notice.
18. Interpretation. The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of, or against any Party, but rather by construing the terms in accordance with their generally accepted meaning.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.
20. Extent of Agreement. Each Party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both Parties.
21. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision or part thereof shall not affect the validity or invalidity of any other provisions

[SIGNATURES APPEAR ON NEXT PAGE.]

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


CITY:

City of Fresno,  
a California municipal corporation

By: \_\_\_\_\_  
Andrew Benelli, P.E., T.E  
Assistant Public Works Director  
City Engineer

DISTRICT:

Sanger Unified School District  
a California public school district


By:   
Matthew Navo, Superintendent

ATTEST:

YVONNE SPENCE, MMC  
City Clerk

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:  5.10.18  
Raj Singh Badhesha      Date  
Senior Deputy City Attorney

- Attachments: Exhibit "A" – Legal Description  
Exhibit "B" – Project Site Plan  
Exhibit "C" – Subordination  
Exhibit "D" – Possession  
Exhibit "E" – Development Impact Fees



**Exhibit "A"**  
**Legal Description**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

New Education Center Site- Gross Area

That portion of the Southwest quarter of Section 15, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, more particularly described as follows:

**BEGINNING** at the West quarter corner of said Section 15; thence South 00°14'30" East, along the West line of the Southwest quarter of said Section 15, a distance of 2,680.23 feet to the Southwest corner of said Section 15 ; thence North 89°43'15" East, along the South line of the Southwest quarter of said Section 15, a distance of 2,638.70 feet to the South quarter corner of said Section 15; thence North 00°07'46" West, along the East line of the Southwest quarter of said Section 15, a distance of 1,337.39 feet to the point of intersection with the North line of the Southeast quarter of the Southwest quarter of said Section 15; thence South 89°46'48" West, along the North line of the Southeast quarter of the Southwest quarter of said Section 15, a distance of 1,320.66 feet to the point of intersection with the East line of the Northwest quarter of the Southwest quarter of said Section 15; thence North 00°10'58" West, along the East line of the Northwest quarter of the Southwest quarter of said Section 15, a distance of 1,108.76 feet to the point of intersection thereof with a line which is parallel with and 230.00 feet South of the North line of the Southwest quarter of said Section 15; thence South 89°50'20" West, along said parallel line, a distance of 250.06 feet; thence North 00°11'08" West, a distance of 230.00 feet to the point of intersection with the North line of the Southwest quarter of said Section 15 ; thence South 89°50'20" West, along the North line of the Southwest quarter of said Section 15, a distance of 1,071.97 feet to the **POINT OF BEGINNING**.

Containing an area of 5,246,662 square feet (120.45 acres), more or less.

**END DESCRIPTION**

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.



**Exhibit "B"**  
**Project Site Plan**









**Exhibit "C"**  
**Subordination Documents**

**Exhibit "D"**  
**Possession Documents**

1 Jerome M. Behrens, State Bar # 060550  
Ruth E. Mendyk, State Bar # 162131  
2 LOZANO SMITH  
7404 N. Spalding Avenue  
3 Fresno, CA 93720-3370  
Telephone: (559) 431-5600  
4 Facsimile: (559) 261-9366

5 Attorneys for Plaintiff  
SANGER UNIFIED SCHOOL DISTRICT

~~FILED~~  
~~2/28/2017 11:16:28 AM~~  
~~FRESNO COUNTY SUPERIOR COURT~~  
~~By: G. Ogilvie Deputy~~

**FILED**

APR - 3 2017

FRESNO COUNTY SUPERIOR COURT  
By \_\_\_\_\_ DEPT. 402



8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF FRESNO

11 SANGER UNIFIED SCHOOL DISTRICT  
12 Plaintiff,  
13 vs.  
14 AGNES D. KAPRIELIAN, FRESNO IRRIGATION  
DISTRICT, FRESNO METROPOLITAN FLOOD  
15 CONTROL DISTRICT, and DOES 1-50, inclusive,  
16 Defendants.

Case No. 17CECG00855  
**STIPULATION RE: WITHDRAWAL OF  
PROBABLE AMOUNT OF  
COMPENSATION; DATE OF  
VALUATION; PRE-CONSTRUCTION  
TESTING; AND PREJUDGMENT  
POSSESSION; [REDACTED] ORDER**  
Complaint Filed: March 14, 2017  
Property APN: 316-022-27S

18 Plaintiff Sanger Unified School District ("District"), on the one hand, and defendant Agnes D.  
19 Kaprielian ("Kaprielian"), on the other hand, through their respective counsel of record, enter into this  
20 stipulation ("Stipulation") and agree to waive the procedures regarding deposit and withdrawal of the  
21 probable amount of compensation, establishment of the date of value, notice and order of prejudgment  
22 possession.

23 **1. Withdrawal of Probable Amount of Compensation Without Deposit into the State  
24 Treasury; Waiver of Defenses.**

25 (a) The parties hereto stipulate that District has determined that the probable amount of  
26 compensation for the parcel of real property described in the Complaint in Eminent Domain filed in this  
27 proceeding (hereafter, "Property") is \$4,062,000.00, based on an appraisal prepared by District's expert  
28

LOZANO SMITH  
7404 N. Spalding Avenue Fresno, CA 93720-3370  
Tel 559-431-5600 Fax 559-261-9366



LOZANO SMITH  
7404 N. Spalding Avenue Fresno, CA 93720-3370  
Tel 559-431-5600 Fax 559-261-9366

1 appraiser, David P. Hamilton, MAI dated December 5, 2016, pursuant to the requirements of Section  
2 1255.210 of the Code of Civil Procedure.

3 (b) The record owner in fee of the Property is Agnes D. Kaprielian. It appears from the litigation  
4 guarantee obtained by District that there are no other claimants to the Property, or to the compensation  
5 to be awarded in this proceeding.

6 (c) Kaprielian has requested to withdraw the entire amount of \$4,062,000.00 as expeditiously as  
7 possible, without the necessity of first having the funds deposited into the State Treasury, and without  
8 having to undergo the procedural requirements of Code of Civil Procedure section 1255.210, et seq. The  
9 District is willing to do so, under the terms of this Stipulation.

10 (d) Within ten (10) business days after the entering of the order ("Order"), the District shall  
11 disburse to Kaprielian the sum of \$4,062,000.00, payable to Agnes D. Kaprielian as follows: "CWB, PC  
12 ATTY TRUST - A.D. KAPRIELIAN" and deliver by courier to her counsel of record at 1690 W. Shaw  
13 Avenue, Suite 200, Fresno, CA 93711. Kaprielian shall execute an Acknowledgment of Receipt in the  
14 form attached hereto as Exhibit "A," and shall deliver the executed Acknowledgment of Receipt to the  
15 attorneys for the District within fifteen (15) business days of the receipt of the funds. Said  
16 Acknowledgment of Receipt may be filed with the Court by either party to this Stipulation.

17 (e) The payment of the funds pursuant to subsection (d) above shall be deemed for purposes of  
18 this proceeding to be a deposit and withdrawal of the probable amount of compensation pursuant to  
19 Code of Civil Procedure sections 1255.010 and 1255.210. Kaprielian hereby waives all claims and  
20 defenses in this action, other than a claim for greater compensation, pursuant to Code of Civil Procedure  
21 Section 1255.260. Kaprielian reserves any and all rights for recovery of fees and costs in accordance  
22 with the eminent domain law.

23 (f) All amounts paid to Kaprielian by the District as provided in this Stipulation and order shall be  
24 credited in favor of the District against the amount of just compensation awarded to Kaprielian either at  
25 trial or settlement for the Property being acquired by the District.

26 ///

27 ///

28 ///

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LOZANO SMITH  
7404 N. Spalding Avenue Fresno, CA 93720-3370  
Tel 559-431-5600 Fax 559-261-9366

1           **2.       Establishment of Date of Value.**

2           Code of Civil Procedure section 1263.110 states that the date of valuation (the date upon which  
3 the property is deemed as if sold in the open market) is the date on which the deposit of probable  
4 compensation is made with the State. The Notice of Deposit also requires a written statement or a  
5 summary of the basis of the appraisal for the property. Kaprielian agrees that she received the appraisal  
6 information in the form of an appraisal report from appraiser David P. Hamilton, MAI. Without further  
7 compliance, District and Kaprielian agree that the date of value, for all purposes in these proceedings,  
8 shall be the date the Order is executed by the Honorable Jeffrey Hamilton, or other judge of the Superior  
9 Court.

10           **3.       Entry on Property for Pre-Construction Testing.**

11           (a) Kaprielian grants the District, including the District's architects, engineers, and consultants,  
12 the right to enter upon the Property at reasonable times for the purpose of conducting and/or completing  
13 any pre-construction studies, tests, surveys, appraisals, or investigations (including, without limitation,  
14 drilling for borings) in relation to the District's acquisition of the Property and the construction of public  
15 school improvements thereon. Prior to utilizing this right, the District shall notify Kaprielian through her  
16 attorney of record either telephonically or in writing that the District will be entering the Property.

17           (b) The District hereby agrees to indemnify, defend, and hold Kaprielian harmless from any  
18 actions, damages, liability, liens, or claims which may be asserted against Kaprielian as a result of any  
19 willful misconduct or negligence relating to the District's entry or activities on or about the Property,  
20 including the entry or activities of the District's agents and employees hereunder.

21           **4.       Prejudgment Possession.**

22           (a) In order to avoid potential delays to the District's construction schedule, Kaprielian agrees to  
23 grant the District prejudgment possession of the Property effective upon the date the Order is executed  
24 by the Honorable Jeffrey Hamilton, or other judge of the Superior Court. The date the Order is so  
25 executed shall be the date District is authorized to take possession of the Property. Kaprielian represents  
26 that there are no occupants or farming interests on the Property that would be displaced by any such  
27 possession by the District.

28           ///

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LOZANO SMITH  
7404 N. Spalding Avenue Fresno, CA 93720-3370  
Tel 559-431-5600 Fax 559-261-9366

1 (b) The date specified in paragraph 4.(a) of this Stipulation, shall be the date of apportionment  
2 pursuant to Revenue and Taxation Code section 5082. Following said date, the District may apply to the  
3 Court without further notice for an order to the Fresno County Tax Collector to certify information  
4 pursuant to Code of Civil Procedure section 1260.250. Nothing in this Stipulation and Order is intended  
5 to relieve Kaprielian from her obligation to pay property taxes accrued on the Property before the date of  
6 apportionment as provided in Code of Civil Procedure section 1260.250(e).

7 (c) For purposes of determining the earliest date to begin drawing interest pursuant to Code of  
8 Civil Procedure section 1268.310, interest shall accrue on any amount of the compensation to be  
9 awarded to Kaprielian for the Property in excess of the amount withdrawn by Kaprielian, if any,  
10 beginning on the date specified in paragraph 4.(a) hereinabove.

11 **5. Miscellaneous.**

12 (a) A party's facsimile signature on this Stipulation shall be deemed to have the same force and  
13 effect as an original signature.

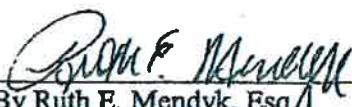
14 (b) This Stipulation, and the attached Proposed Order may be submitted ex parte by District to the  
15 Court without notice to Kaprielian in order to expedite execution of the Order and payment of the  
16 probable amount of compensation to Kaprielian.

17 (c) This Stipulation and the Order thereon shall be binding on all heirs, devisees, assignees or  
18 successors-in-interest to Kaprielian.

19 IT IS SO AGREED AND STIPULATED.

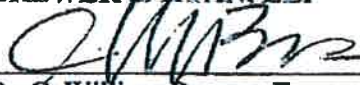
20 **LOZANO SMITH**

21 Dated: March 21, 2017

  
By Ruth E. Mendyk, Esq.  
Jerome M. Behrens, Esq.  
Attorneys for Plaintiff  
Sanger Unified School District

25 **MOTSCHIEDLER, MICHAELIDES, WISHON,  
BREWER & RYAN, LLP**

26 Dated: March 21, 2017

  
By C. William Brewer, Esq.  
Attorneys for Defendant  
Agnes D. Kaprielian

28 (05557/0000/485191.DOCX)

**EXHIBIT A**

LOZANO SMITH  
7404 N. Spalding Avenue Fresno, CA 93720-3370  
Tel 559-431-5600 Fax 559-261-9366

EXHIBIT "A"

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF FRESNO

SANGER UNIFIED SCHOOL DISTRICT

Plaintiff,

vs.

AGNES D. KAPRIELIAN, FRESNO IRRIGATION  
DISTRICT, FRESNO METROPOLITAN FLOOD  
CONTROL DISTRICT, and DOES 1-50, inclusive,

Defendants.

Case No. 17CECG00855

**ACKNOWLEDGMENT OF RECEIPT**

Complaint Filed: March 14, 2017  
Property APN: 316-022-27S

Defendant Agnes D. Kaprielian hereby acknowledges receipt of the sum of \$4,062,000.00 from Plaintiff Sanger Unified School District ("District") on \_\_\_\_\_, 2017 as the District's determination of the probable amount of compensation for the parcel of real property described in the Complaint in Eminent Domain filed in this proceeding.

C. WILLIAM BREWER, PC

DATED: \_\_\_\_\_, 2017

By: \_\_\_\_\_

C. William Brewer  
Attorney for Agnes D. Kaprielian

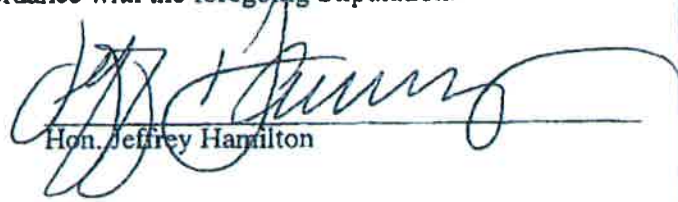
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ORDER FOR WITHDRAWAL OF PROBABLE AMOUNT OF COMPENSATION; DATE OF VALUATION; PRE-CONSTRUCTION TESTING; AND PREJUDGMENT POSSESSION

The Court hereby enters an Order in accordance with the foregoing Stipulation.

Dated: 4/3, 2017

  
Hon. Jeffrey Hamilton

JUDGE OF THE SUPERIOR COURT

LOZANO SMITH  
7404 N. Spalding Avenue Fresno, CA 93720-3370  
Tel 559-431-5600 Fax 559-261-9366

**Exhibit "E"**  
**Development Impact Fees**

## CITY OF FRESNO DEVELOPMENT AND IMPACT FEE ESTIMATE

The following estimates are based on preliminary conceptual information. The exact fee obligation will be computed at the time of development by the Public Works Department, Land Division & Engineering. The fee rates in effect at the time of development shall apply.

**Proposed Development:** Sanger Education Center - NEC S. Fowler & E. Jensen Avenues

**A.P.N.:** 316-022-31T, 32T, 33T, 34T

**Planned Land Use:** Public Facility - Middle & High School

**Site Area:** +/- 30 acres

**Building Area:** Middle School: 157,773 sq. ft.

**Estimate Date:** December 12, 2017

WATER CONNECTION CHARGES	Service Area	Quantity	Units	Fee Rate	Amount Due	Notes
Water Meter Charge	6"	1	EA.	\$11,600.00	\$11,600.00	[1] [6]
Irrigation Water Meter Charge	6"	1	EA.	\$11,600.00	\$11,600.00	[1] [6]
Frontage Charge		0	L.F.	\$6.50	\$0.00	[6]
Water Capacity Fee	6"	1	EA.	\$53,076.00	\$53,076.00	[1] [6]
Water Capacity Fee	6"	1	EA.	\$53,076.00	\$53,076.00	[1] [6]

<b>Total Water Connection Charges</b>	<b>\$129,352.00</b>
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SEWER CONNECTION CHARGES	Service Area	Quantity	Units	Fee Rate	Amount Due	Notes
House Branch Sewer Charge		[2]	EA	\$0.00	[2]	[2]
Lateral Sewer Charge		6,000	Sq.Ft.	\$0.10	\$600.00	[6]
Oversized Sewer Charge	UGM	217,000	Sq.Ft.	\$0.05	\$10,850.00	[6] [9]
Wastewater Facilities Charge		STEP		[3]	[3]	[4] [7]
Trunk Sewer Charge		STEP		[3]	[3]	[5] [7]

<b>Total Sewer Connection Charges</b>	<b>\$11,450.00</b>
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CITYWIDE/REGIONAL IMPACT FEES	Service Area	Quantity	Units	Fee Rate	Amount Due	Notes
Citywide Fire Facilities Impact Fee	Middle School	157,773	Sq.Ft.	\$152.00	\$23,981.50	[7]
Citywide Park Facility Impact Fee	SFR	n/a	Units	\$3,816.00	n/a	[10]
Citywide Police Facilities Impact Fee	Middle School	157,773	Sq.Ft.	\$297.00	\$46,858.58	[7]
Citywide Regional Street Charge	School	9.0549	AC	\$4,056.00	\$36,726.67	[6] [9]
New Growth Area Major Street Charge	School	9.0549	AC	\$11,559.00	\$104,665.59	[6] [9]
Citywide Traffic Signal Charge	Middle School	1,692	Students	\$81.00	\$137,052.00	[6] [9]

<b>Total Citywide/Regional Impact Fees</b>	<b>\$349,284.34</b>
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<b>Total Fees and Charges</b>	<b>\$490,086.34</b>
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**Notes:**

Within the City of Fresno's sphere of influence there are other sewer and water utility providers. If the project is within one of those districts, the developer must provide confirmation from the representative Districts that all conditions for sewer and/or water connections and services have been satisfied, prior to issuance of Building Permit.

*Outside agencies developer impact fees: It is the developer's responsibility to contact those agencies for their fee estimates. These agencies include but are not limited to; Fresno County, Council of Fresno County Governments (FCOG), Fresno Metropolitan Flood Control District (FMFCD), various School Districts that serve the City of Fresno, etc.*

- On July 22, 2008, the Fresno County Board of Supervisors passed Ordinance No. 2008-023 requiring the payment of County Public Impact Facilities Impact Fees. The effective date of this ordinance is September 20, 2008. Contact the County of Fresno, Public Works and Planning Department to determine payment of this fee obligation. Confirmation by the County of Fresno is required before the City of Fresno can issue building permits. For further information regarding the Fresno County Facilities Impact Fees, please contact Fresno County Department of Public Works & Planning at (559) 262-4391.
- The Board of Directors of the Fresno County Regional Transportation Mitigation Fee Agency approved Resolution No. 2009-01 requiring the payment of Regional Transportation Mitigation Fee. The effective date of this resolution is January 1, 2010. Please contact the Council of Fresno County Governments (FCOG) at (559) 233-4148 to determine this fee obligation. Confirmation by the FCOG is required before the City of Fresno can issue building permits.
- Payment of Fresno Metropolitan Flood Control District (FMFCD) impact fees may be required. Please contact FMFCD at (559) 456-3292 to determine fee obligation.
- Payment of applicable school district fees is required prior to issuance of Building Permit. Please contact the respective school district to satisfy your fee obligation. Confirmation by the respective school district is required before the City of Fresno can issue building permits

[1] Fees for Water Service Connections and/or Meters due at time of development. Charges based on service sizes to be determined by the Developer.

[2] Sewer House branches to be installed by Developer at the Developer's cost.

[3] Upon occupancy of the project, the subdivider shall pay the appropriate sewer facility charge pursuant to the Simple Tiered Equity Program (STEP) as determined by the Department of Public Utilities, Wastewater Division, Environmental Services Section (559-621-5153).

[4] The Wastewater Facilities Charge (WWFC) is applicable to single family, duplex, and triplex developments. (FMC 6-302(i)); For Condominium conversions, WWFC may stay in the S.T.E.P. if the project continues to be master metered for water. If the condominiums are individually metered, the developer will pay the pro-rated portion of these fees.

[5] The Trunk Sewer Charge is applicable to single family, duplex, and triplex developments. (FMC 6-302(i)); For Condominium conversions, Trunk Sewer Charges may stay in the S.T.E.P. if the project continues to be master metered for water. If the condominiums are individually metered, the developer will pay the pro-rated portion of these fees.

[6] Due at Building Permit

[7] Due with Certificate of Occupancy

[8] Traffic Signal Charge Average Daily Trips (ADT's) provided by Traffic Engineering.

*Average Daily Trip credit for replacement of previously existing development.*

ADT's [8] 0
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[9] Construction Fee Credits may be applicable. Contact the Public Works Engineering Services Division at (559) 621-8685 for more information.

[10] Parks fee applicable only to residential developments

[11] Fee not applicable on replacement or reconstruction of an existing structure that has been destroyed or demolished provided that the Building Permit for new construction is obtained within one year after the building is destroyed or demolished, and there is no change in the land use designation. (Res. Nos. 2005-428, 429)

[12] Subject to the acceptance date of the vesting tentative map, fee may not be applicable until 2-years after the date of Final Map recordation; when applicable, fee is due at Building Permit for all un-developed lots at the fee rate then in effect.

Prepared and Reviewed By: Frank Saburit

Date: December 12, 2017

621-8797

**City of Fresno Public Works Department  
Land Division & Engineering**

See notes on page 2

Prepared by Frank 12/12/2017  
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