

1  
2  
3  
4 AGREEMENT

5 THE AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
6 between the COUNTY OF TULARE, hereinafter referred to as COUNTY, and SELF HELP  
7 ENTERPRISES, hereinafter collectively referred to as OWNER/SUBDIVIDER, with reference to  
8 the following:

9 A. The COUNTY has conditionally approved the Vesting Tentative Map of  
10 Subdivision Tract No. TSM 17-003; and

11 B. The OWNER/SUBDIVIDER currently owns the property described as Subdivision  
12 Tract No. TSM 17-003; and

13 C. The COUNTY Board of Supervisors has directed, in Board Resolution No. 93-1375,  
14 that the COUNTY will accept no new drainage systems in any new land division or development  
15 unless the developer provides a mechanism to fund future maintenance activities; and  
16

17 D. Pursuant to COUNTY Ordinance Code Section 7-01-1375 et seq. and Condition No.  
18 25 established by COUNTY Planning Commission Resolution No. 9365, approving the Tentative  
19 Subdivision Map for Tract No. TSM 17-003, an assessment district is required to pay for the  
20 continuing cost of the maintenance of the storm drainage system and ponding lot dedicated by the  
21 Final Map of Subdivision Tract No. TSM 17-003 and the OWNER/SUBDIVIDER of Tract No.  
22 TSM 17-003 has filed an application for and consent to form such an assessment district; and  
23

24 E. The OWNER/SUBDIVIDER has consented to pay the continuing cost to maintain  
25 these storm drainage system improvements through an assessment district and the COUNTY  
26 Board of Supervisors has by Resolution No. \_\_\_\_\_ formed an assessment district known as  
27 Assessment District No. 19-17-003-OROSI of the County of Tulare, State of California for that  
28 purpose.  
29

30 ACCORDINGLY, IT IS AGREED:  
31

32 1. OWNER/SUBDIVIDER agrees to pay in full the assessments approved and levied  
33 by the COUNTY Board of Supervisors Resolution No. \_\_\_\_\_ upon first conveyance of each  
34 lot or parcel subject to such assessments or by June 30, 2021, whichever first occurs.  
35

36 2. To secure such payment of such assessments, the COUNTY has or will cause to be  
37 recorded a Notice of Assessment, imposing a lien for such assessments, and an assessment  
38 diagram to be filed in accordance with Streets and Highways Code Section 3114. Upon payment  
39 in full of each assessment, the COUNTY shall cause the County Treasurer to record pursuant to  
40 Streets and Highways Code Section 3114.3 an addendum to such Notice of Assessment stating  
41 that the assessment has been paid and the associated lien discharge as to that particular lot or  
42 parcel.  
43  
44

45 TULARE COUNTY AGREEMENT NO. \_\_\_\_\_  
46

1  
2 3. OWNER/SUBDIVIDER shall maintain complete and accurate records with respect  
3 to the conveyance of lots or parcels subject to the Agreement and with respect to the assessments  
4 due under this Agreement. All such records shall be prepared in accordance with generally  
5 accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible.  
6 Upon request, OWNER/SUBDIVIDER shall make such records available to the COUNTY  
7 Auditor and to his agents and representatives within the COUNTY, for the purpose of auditing  
8 and/or copying such records, until final payment is made under this Agreement.  
9

10 4. Nothing in the Agreement shall be construed to constitute the  
11 OWNER/SUBDIVIDER or any of its agents, employees or officers as an agent, employee or  
12 officer of COUNTY.  
13

14 5. This Agreement represents the entire agreement between OWNER/SUBDIVIDER  
15 and COUNTY as to its subject matter and no prior oral or written understanding shall be of any  
16 force or effect. No part of this Agreement may be modified, waived or repealed without the  
17 written consent of both parties.  
18

19 6. Except as may be otherwise required by law, any notice to be given shall be written  
20 and shall be either personally delivered, sent by facsimile transmission or sent by first class mail,  
21 postage prepaid and addressed as follows:  
22

23  
24 COUNTY: Reed Schenke, Director  
25 Tulare County Resource Management Agency  
26 5961 S. Mooney Blvd.  
27 Visalia, Ca 93277  
28

29 (FAX No.: (559) 730-2653 / Confirming No.: (559) 624-7000)  
30

31  
32 OWNER/SUBDIVIDER: Self Help Enterprises  
33 8445 W. Elowin Court  
34 Visalia, CA 93291  
35

36 (Confirming No.: (559) 651-1000)  
37  
38

39 Notice delivered personally or sent by facsimile transmission is deemed to be received  
40 upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the  
41 date of mailing. Either party may change the above address or fax number by giving written  
42 notice pursuant to this paragraph.  
43

44 7. The Agreement is binding on all heirs, assigns and successors in interest. No  
45 assignment of this Agreement may be made without the express written consent of the COUNTY.  
46

1 8. This Agreement reflects the contributions of both parties and accordingly the  
2 provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.  
3

4 9. Unless specifically set forth, the parties to this Agreement do not intend to provide  
5 any other party with any benefit or enforceable legal or equitable right or remedy.  
6

7 10. This Agreement shall be interpreted and governed under the laws of the State of  
8 California without reference to California conflict of law principles. Any litigation arising out of  
9 this Agreement shall be brought in Tulare County California. OWNER/SUBDIVIDER waives the  
10 removal provisions of California Code of Civil Procedure Section 394.  
11

12 11. The failure of either party to insist on strict compliance with any provision of this  
13 Agreement shall not be considered a waiver of any right to do so, whether for that breach or any  
14 subsequent breach. The acceptance by either party of either performance or payment shall not be  
15 considered to be a waiver of any preceding breach of the Agreement by the other party.  
16

17 12. The recitals to this Agreement are fully incorporated into and are integral parts of  
18 this Agreement.  
19

20 13. This Agreement is subject to all applicable laws and regulations. If any provision  
21 of the Agreement is found by any court or other legal authority, or is agreed by the parties, to be in  
22 conflict with any code or regulation governing its subject, the conflicting provision shall be  
23 considered null and void. If the effect of nullifying and conflicting provision is such that a  
24 material benefit of the Agreement to the COUNTY is lost, the parties shall comply with paragraph  
25 No. 14 below to ensure payment in full to the COUNTY by the OWNER/SUBDIVIDER of the  
26 subject assessments. If all other cases the remainder of the Agreement shall continue in full force  
27 and effect.  
28

29 14. Each party agrees to execute any additional documents and to perform any further  
30 acts which may be reasonably required to affect the purposes of this Agreement.  
31

32 15. Unless otherwise provided in the Agreement, no part of this Agreement may be  
33 assigned or subcontracted by OWNER/SUBDIVIDER without the prior written consent of  
34 COUNTY.  
35

36 16. This Agreement shall become effective upon execution of both parties hereto and  
37 shall terminate upon issuance by COUNTY of a receipt for payment in full of the assessments  
38 imposed by COUNTY Board of Supervisors Resolution No. \_\_\_\_\_.

39 /  
40 /  
41 /  
42 /  
43 /  
44 /  
45 /  
46 /

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

THE PARTIES, having read and considered the above provision, indicate their agreement by their authorized signatures below.

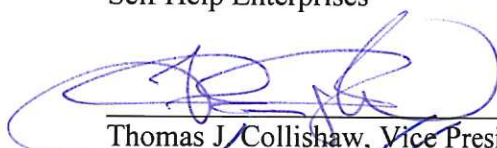
COUNTY OF TULARE

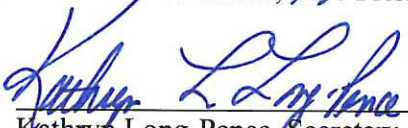
By \_\_\_\_\_  
Chairman, Board of Supervisors  
"County"

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk  
of the Board of Supervisors

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

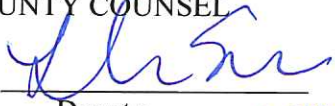
Self Help Enterprises

  
Thomas J. Collishaw, Vice President

  
Kathryn Long-Pence, Secretary

"Owner/Subdivider"

APPROVED AS TO FORM:  
COUNTY COUNSEL

By   
Deputy 20191953