



# Resource Management Agency COUNTY OF TULARE AGENDA ITEM

## BOARD OF SUPERVISORS

KUYLER CROCKER  
District One

PETE VANDER POEL  
District Two

AMY SHUKLIAN  
District Three

EDDIE VALERO  
District Four

DENNIS TOWNSEND  
District Five

**AGENDA DATE:** August 4, 2020 - REVISED

Public Hearing Required	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Published Notice Required	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Advertised Published Notice	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Celeste Perez    PHONE: (559) 624-7010

**SUBJECT:** Development Agreement No. DEV 20-001, Tentative Parcel Map No. PPM 20-010 Omni Development Group/Goshen

**REQUEST(S):**

That the Board of Supervisors:

1. Hold a Public Hearing at 9:30 a.m. or shortly thereafter.
2. Adopt the Planning Commission's findings and recommendation to approve Development Agreement No. DEV 20-001 as revised, to quitclaim three unimproved pieces of real property, measuring 5,632 square feet, 248.6 square feet, and 15,288.6 square feet, identified and specifically defined as Areas 1, 2 and 3 of Exhibit A to the Development Agreement, to Omni Development Group and vest the rights to develop the site per their plans. In exchange, Omni Development Group shall construct and make contributions toward the cost of public improvements in order to mitigate the impacts of development of the Project Site, as such development occurs, and Tentative Parcel Map No. PPM 20-010 to divide 15.13-acres into eight (8) parcels in the C-2-MU (General Commercial with a Mixed-Use Overlay Combining Zone) located in Goshen as set forth in Planning Commission Resolutions No. 9742 and 9743.
3. Accept the Statutory Exemption for Development Agreement No. DEV 20-001, consistent with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, pursuant to Title 14, Cal. Code Regulations Section 15268(b)(1) Ministerial Issuance of Building Permits and Section 15300.4 for infrastructure improvements and accept the Common Sense Exemption for Tentative Parcel Map No. PPM 20-010, consistent with CEQA and the State CEQA Guidelines pursuant to Title 14, Cal. Code Regulations, Section 15061(b)(3), since the proposed land division will not make any physical changes to the environment.

**SUBJECT:** Development Agreement No. DEV 20-001, Tentative Parcel Map No. PPM 20-010 Omni Development Group/Goshen  
**DATE:** August 4, 2020

4. Authorize execution of the Development Agreement and the Infrastructure Reimbursement Agreement attached as Exhibit E thereto.
5. Direct the Clerk of the Board to (1) publish a summary of the adopted Ordinance for Development Agreement No. DEV 20-001 with the names of those Supervisors voting for and against the matter, (2) make available to the public, upon request, a certified copy of the full text of the adopted ordinance along with the names of those Supervisors voting for and against the ordinance and (3) post a copy of the full text of the adopted ordinance and the names of those Supervisors voting for and against the ordinance.

**SUMMARY:**

Development Agreement No. DEV 20-001, requested by Omni Development Group, (Developer) 2348 Whitendale Avenue, Suite D, Visalia, CA 93277 (Agent: Yamabe & Horn Engineering, 2985 N. Burl Avenue, #101, Fresno, CA 93727), to construct and make contributions toward the cost of public improvements including building a right turn pocket, moving the existing signal, building an onsite detention basin to County standards, and contributing a 1/3 portion of the dual left turn pockets onto Road 67 from Betty Drive (subject to a reimbursement agreement), and to mitigate the impacts of development of the Project Site as such development occurs. Omni Development Group intends to build out an AM/PM and truck stop, truck repair facility, hotel, restaurant, fast food, drive-through and retail development. However, approximately ½ acre of land over which the owner wishes to develop is currently owned by the County. In exchange for the County transferring the ½ acre including Nutmeg Drive (+/- 5,000 square feet on southwest corner) and portions of the Elder "Properties" (+/- 15,000 square feet on southeast corner) to Omni and allowing and vesting the right for the Omni Development Group to develop the entire property, the Developer will make the agreed to improvements to Effie Drive, Road 67 and Betty Drive, construct a detention basin on site, and contribute funds for Betty Drive improvements.

Tentative Parcel Map No. PPM 20-010, also requested by Omni Development Group, proposes to divide 15.13-acres into eight (8) parcels (Parcel 1 = 6.55-acres, Parcel 2 = 0.80-acres, Parcel 3 = 0.45-acres, Parcel 4 = 0.71-acres, Parcels 5 & 6 = 0.49-acres, Parcel 7 = 2.13-acres, and Parcel 8 = 3.51- acres) in the C-2-MU (General Commercial with a Mixed-Use Overlay Combining Zone) Zone, on property located at 6670 Betty Drive [APNs: 075-340-026 (10.80-acres) and 027(4.33-acres)], in the unincorporated community of Goshen.

**FISCAL IMPACT/FINANCING:**

No Net County Cost.

The Applicant cost for a Tentative Subdivision Map was an initial deposit of \$3,798 to the Resource Management Agency. Additional fees of \$100 per hour are charged if actual cost of processing the Tentative Subdivision Map application exceeds the deposit. CEQA documentation and compliance for the project is \$58 because the

**SUBJECT:** Development Agreement No. DEV 20-001, Tentative Parcel Map No. PPM 20-010 Omni Development Group/Goshen

**DATE:** August 4, 2020

project is exempt from CEQA.

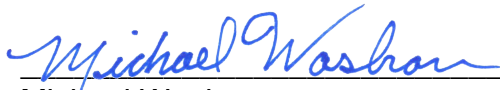
**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The County's five-year strategic plan includes the "Economic Well Being Initiative - to promote economic development opportunities, effective growth management and a quality standard of living." The requested development agreement and tentative parcel map may help encourage growth consistent with the County General Plan.

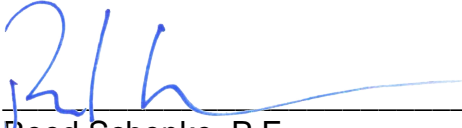
**ADMINISTRATIVE SIGN-OFF:**



Aaron R. Bock, MCRP, JD, LEED AP  
Assistant Director  
Economic Development & Planning



Michael Washam  
Associate Director



Reed Schenke, P.E.  
Director

cc: County Administrative Office

**Attachments:**

- Attachment No. 1 – Planning Commission DEV 20-001 Resolution 9742
- Attachment No. 2 – Planning Commission PPM 20-010 Resolution 9743
- Attachment No. 3 – Maps and Graphics
- Attachment No. 4 – Notice of Exemption
- Attachment No. 5 - Revised Ordinance
- Attachment No. 6 – Ordinance Summary for Publication

# BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF DEVELOPMENT ) Resolution No. \_\_\_\_\_  
AGREEMENT NO. DEV 20-001, ) Ordinance No. \_\_\_\_\_  
TENTATIVE PARCEL MAP NO. PPM 20-010 )  
OMNI DEVELOPMENT GROUP/GOSHEN )

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE BOARD  
OF SUPERVISORS, AT AN OFFICIAL MEETING HELD ON AUGUST 4, 2020 BY THE  
FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: JASON T. BRITT  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

1. Held a Public Hearing at 9:30 a.m. or shortly thereafter.
2. Adopted the Planning Commission's findings and recommendation to approve Development Agreement No. DEV 20-001 as revised, to quitclaim three unimproved pieces of real property, measuring 5,632 square feet, 248.6 square feet, and 15,288.6 square feet, identified and specifically defined as Areas 1, 2 and 3 of Exhibit A to the Development Agreement, to Omni Development Group and vest the rights to develop the site per their plans. In exchange, Omni Development Group shall construct and make contributions toward the cost of public improvements in order to mitigate the impacts of development of the Project Site, as such development occurs, and Tentative Parcel Map No. PPM 20-010 to divide 15.13-acres into eight (8) parcels in the C-2-MU (General Commercial with a Mixed-Use Overlay Combining Zone) located in Goshen as set forth in Planning Commission Resolutions No. 9742 and 9743.
3. Accepted the Statutory Exemption for Development Agreement No. DEV 20-001, consistent with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, pursuant to Title 14, Cal. Code Regulations Section 15268(b)(1) Ministerial Issuance of Building Permits and Section 15300.4 for infrastructure improvements and accept the Common Sense Exemption for Tentative Parcel Map No. PPM 20-010, consistent with CEQA and the State

CEQA Guidelines pursuant to Title 14, Cal. Code Regulations, Section 15061(b)(3), since the proposed land division will not make any physical changes to the environment.

4. Authorized execution of the Development Agreement and the Infrastructure Reimbursement Agreement attached as Exhibit E thereto.
5. Directed the Clerk of the Board to (1) publish a summary of the adopted Ordinance for Development Agreement No. DEV 20-001 with the names of those Supervisors voting for and against the matter, (2) make available to the public, upon request, a certified copy of the full text of the adopted ordinance along with the names of those Supervisors voting for and against the ordinance and (3) post a copy of the full text of the adopted ordinance and the names of those Supervisors voting for and against the ordinance.

# **Attachment “1”**

**Planning Commission Dev 20-001 Resolution No. 9742**

BEFORE THE PLANNING COMMISSION  
COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF DEVELOPMENT )  
AGREEMENT APPLICATION NO. DEV 20-001 )

RESOLUTION NO. 9742

Resolution of the Planning Commission of the County of Tulare recommending the Board of Supervisors approve a Development Agreement requested by Omni Development Group, between the County of Tulare and the Omni Development Group.

WHEREAS, an application has been filed pursuant to the regulations contained in Chapter 1.8 of the Tulare County Ordinance Code; and

WHEREAS, the Planning Commission has given notice on June 10, 2020, a Notice of Public Hearing was duly published in the Visalia Times Delta to consider an application for a development agreement as provided in Section 7144.1 of said Ordinance Code and as provided in Section 65864 through 65969.5 of the Government Code of the State of California; and

WHEREAS, Staff has performed necessary investigations, prepared a written report (made a part hereof), and recommended approval of the agreement subject to certain restrictions; and

WHEREAS, a presentation was made and public testimony was received.

NOW, THEREFORE, BE IT RESOLVED as follows:

- A. This Planning Commission hereby certifies that it has reviewed and considered the information contained in the Development Agreement for the proposed project in compliance with State Law.
- B. Good cause appearing therefore, the Planning Commission hereby adopts the following findings of fact with respect to the Development Agreement and determines as follows:
  - 1. Applicant proposes to build the Omni Development Group Site Plan and subdivide property per Tentative Parcel Map PPM 20-010.
  - 2. The Development Agreement further ensures that the land will be transferred from the County to the Applicant and the applicant will cause irrevocable offers of dedications and all easements in favor of the County on the final map to carry out the terms of the on and off site improvements and subject to the site development plan pursuant to specific standards, terms and financing describe therein.

- C. In accordance with Section 7145 of Tulare County Ordinance Code, the Planning Commission hereby determines the development agreement proposed:
- (a) Is consistent with the objectives, policies, general land uses and programs specified in the Tulare County General Plan and the applicable specific plan;
  - (b) Is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the real property is located;
  - (c) Is in conformity with public conveniences, general welfare and good land use practices;
  - (d) Will not be detrimental to the health, safety, and general welfare;
  - (e) Will not adversely affect the orderly development of property or the preservation of property values.

Therefore, this proposal is consistent and compatible with the County's General Plan and Zoning Ordinance.

AND, BE IT FURTHER RESOLVED as follows:

B. This Planning Commission hereby recommends that the Board of Supervisors approve the Development Agreement attached hereto.

The foregoing resolution was adopted upon motion of Commissioner Dias, seconded by Commissioner McElroy, at a regular meeting of the Planning Commission on June 24, 2020, by the following roll call vote:

AYES: Dias; McElroy; Elliott; Whitlatch; Aguilar; Millies

NOES: None

ABSTAIN: None

ABSENT: Pearson

TULARE COUNTY PLANNING COMMISSION

  
Mike Washam, Secretary



Attachment 1 Draft Ordinance  
"Development Agreement"

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE FOR DEVELOPMENT AGREEMENT NO. DEV 20-001

THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE ORDAINS AS  
FOLLOWS:

Section 1. The Development Agreement attached hereto as "Exhibit A" and  
proposed between the County of Tulare and Omni Land Development LLC, designated  
DEV 20-001 is hereby approved.

Section 2. The Chair of the Board of Supervisors is authorized to execute the  
Agreement on behalf of the County of Tulare, and to take any such action with regard to  
such agreement as is necessary to carry this approval into effect.

Section 3. This Ordinance shall take effect thirty (30) days from the date of  
the passage hereof, and prior to the expiration of 15 days from the passage hereof, shall  
be published once in the Visalia Times-Delta, a newspaper printed and published in the  
County of Tulare, State of California, together with the names of the members of the  
Board of Supervisors voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the Board of  
Supervisors of the County of Tulare, State of California, on the \_\_\_\_ day of February \_\_,  
2020, at a regular meeting of said Board, duly and regularly convened on said day, by the  
following roll call vote:

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AYES:

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NOES:

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ABSENT:

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Supervisor Pete Vander Poel, District Two

Chairman, Board of Supervisors

ATTEST: Jason T. Britt

County Administrative Officer/Clerk

Board of Supervisors

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

Deputy Clerk

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

(Space Above This Line Reserved For Recorder's Use)

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**DEVELOPMENT AGREEMENT  
NO. DEV 20-001 BY AND BETWEEN**

**County of Tulare**

**AND**

**Omni Land Development LLC**

**DEVELOPMENT AGREEMENT NO. DEV 20-001**

THIS DEVELOPMENT AGREEMENT NO. DEV 20-001 (this "Agreement") is entered into as of \_\_\_\_\_, 2020 by and between Omni Land Development LLC, a California Limited Liability company ("Omni Land Development"), and the County of Tulare, State of California ("County"), pursuant to California Government Code § 65864 et seq.

**RECITALS**

A. Statutory Authority. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California has enacted California Government Code § 65864 et seq. (the "Development Agreement Statute"), which authorizes County, a general law County, to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property. This Development Agreement has been processed, considered and executed in accordance with the procedures and requirements as set forth in the Development Agreement Statute.

B. Development Agreement. Pursuant to Government Code section 65865(c), the County has adopted Section 7-09-1000 of the Tulare County Ordinance Code, which set forth rules and regulations establishing procedures and requirements for consideration of development agreements. This Agreement has been processed, considered and executed in accordance with those County rules and regulations. County enters into this Agreement pursuant to the provisions of the Government Code and applicable County policies. The parties acknowledge:

1. This Agreement is intended to assure adequate public facilities at the time of development.
2. This Agreement is intended to assure development in accordance with County's capital improvement program.
3. This Agreement will provide for the orderly growth of the area consistent with the County of Tulare General Plan ("General Plan").
4. This Agreement will permit achievement of the County's growth goals and objectives as reflected in General Plan.
5. The execution of this Agreement furthers the public health, safety and general welfare of the community.

C. Property to be Obtained by Omni Land Development. The County will execute quitclaim deeds, in favor of Omni Land Development, for three unimproved pieces of real property, measuring 5,632 square feet, 248.6 square feet, and 15,288.6 square feet, identified and specifically defined as Areas 1, 2 and 3 of **Exhibit A** to this agreement. The properties identified in **Exhibit A** are generally located just to the east of State Route 99, and north of Betty Drive. These properties, along with approximately 637,894 square feet of adjoining property already owned by Omni Land Development, comprise the "Project Site."

D. The Omni Land Development Project. Omni Land Development plans on, but is not limited to, developing the following types of businesses on the Project Site: AM/PM and truck stop, truck repair facility, hotel, restaurant, fast food, drive-through and other retail development. The development of these businesses, and the following public improvements, are collectively referred to as "Project," or "the Project." The Project is shown on the site plan attached as **Exhibit B**, and referred to herein as "Site Plan," or "the Site Plan."

E. Public Improvements. The following public improvements shall be completed as part of the Project.

1. Installation of improvements along the project's Betty Drive and Road 67 access points including the development of the right of way (as further described below).
2. Extension of a Calwater water line from Betty Drive or Road 67 to the Project Site.
3. In cooperation with the Community of Goshen, the Goshen Community Service District ("Community"), a sewer force main or gravity sewer line will be installed to connect the project to the Community's sewer trunk lines.
4. Installation of signage, lighting, drainage, utilities and other improvements, landscaping, highway signage, and right of way improvements (including the right turn pocket), per the architectural and engineering plans.

F. Development of Abandoned Right of Way. This phase of the Project will be completed in cooperation with the County and will consist of the construction of storm drainage facilities and a right turn pocket within the right of way to be abandoned by the County as described in **Exhibit C** (the “Elder Alignment” and Nutmeg Road) as a part of this Agreement. This portion of the project would utilize features to minimize storm drainage runoff including bio-swales, pervious pavement, pervious pavers, and other similar features.

G. Subsequent Approvals. Omni Land Development and the County anticipate that subsequent approvals will be required or desired for the development of the Project Site in accordance with the Site Plan and Entitlements (including Tentative Parcel Map No. PPM 20-010), and that the County will issue such permits and approvals in accordance with this Agreement and the applicable laws of the County and the State of California, subject to the State and County Map Act, and the application for Tentative Parcel Map No. PPM 20-010 and approval of Tentative Parcel Map No. PPM 20-010 by the Board of Supervisors.

H. Substantial Costs to Omni Land Development. Omni Land Development has agreed to complete extensive mitigation measures and infrastructure improvements as part of the Project. These improvements include improving a right turn pocket and drainage basin within the Elder Alignment and Nutmeg Road. These measures and improvements will provide significant benefits to the public.

I. Contribution to Costs of Facilities and Services. In addition to the improvements described in the preceding paragraph, Omni Land Development also agrees to contribute to the costs of other public facilities and services. These other facilities and services include contributing funds equal to at least one-third (1/3) of a dual left turn pocket from eastbound Betty Dr. into Road 67. The costs of these improvements are in consideration of the impacts to the community arising from the development of the Project Site. These improvements are further described in this Agreement, and are shown in Exhibit D. In exchange for payment of these costs by Omni Land Development, the County agrees to place the funds contributed by Omni Land Development into a trust fund for these dual left turn improvements. Upon receipt, the County will make a good faith effort to accumulate funds from surrounding benefitted properties and/or public funds to build the left turn lanes. Also upon receipt of funds from Omni Land Development, the County will assure Omni Land Development that it may proceed with and complete development of the Project Site in accordance with the terms of this Agreement.

J. Vesting of Rights. In exchange for the benefits to County described in the preceding Recitals, together with the other public benefits that will result from the development of the Project, Omni Land Development will receive by this Agreement assurance that it may proceed with the Project in accordance with all applicable laws, and may in the future apply for and obtain subsequent approvals, including Tentative Parcel Map No. PPM 20-010, consistent with this Agreement, and therefore desires to enter into this Agreement. The Project is vested with the right to develop the Property consistently with the General Plan and Zoning Code, subject to Tentative Parcel Map No. PPM 20-010 conditions of approval by the Board of Supervisors.

Moreover, County and Omni Land Development recognize and agree that but for Omni Land Development's contributions to mitigate the impacts arising as a result of development of the entitlements granted pursuant to this Agreement, County would not and could not approve the development of the Project Site as provided by this Agreement. Furthermore, if not for County's covenant to provide certain infrastructure and services necessary for development of the Project Site as defined by this Agreement, Omni Land Development would not and could not commit to provide the mitigation as provided by this Agreement and proceed with the Project. In approving the Project and agreeing to quitclaim to Omni Land Development the property identified in Exhibit A, the County has considered and does rely upon Omni Land Development's commitment to (1) constructing and contributing to the cost of the public improvements described herein, and (2) mitigating the impacts of development of the Project Site as such development occurs.

K. Consistency with General Plan and Zoning Code. The County, after conducting all duly noticed public hearings, has found that this Agreement is consistent with the General Plan Zoning Code, and Board Policy, as well as all other applicable ordinances, plans, policies and regulations of County.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### **ARTICLE 1. DEFINITIONS**

Section 1.01. Administrative Agreement Amendments. For purposes of this Agreement, "Administrative Agreement Amendments" shall mean any amendment to this Agreement, which does not substantially change the terms of this agreement.

Section 1.02. Conditions of Approval. For purposes of this Agreement, "Conditions of Approval" shall mean any conditions related to the Tentative Map Approval as found in the Tentative Map Resolution.

Section 1.03. Elder Alignment. For purposes of this Agreement, "Elder Alignment" shall mean the alignment of Elder Street per the legal descriptions found in Exhibit A.

Section 1.04. Major Infrastructure Improvements. For purposes of this Agreement, "Major Infrastructure Improvements" shall mean all improvements, including all off-site facilities and public safety improvements, water supply, treatment, storage and delivery facilities, sanitary sewer and wastewater collection, treatment and reclamation facilities, storm water collection and treatment facilities, and any public landscaping and irrigation, bike trails, and public transit facilities, that are necessary for buildout of the Elder Alignment required to comply with the project approvals or this Agreement.

Section 1.05. Omni Land Development Build Improvements. For purposes of this Agreement, “Omni Land Development Build Improvements” shall mean all improvements agreed to under this agreement for the purpose of transferring land to Omni Development, and to mitigate any potential impacts of this project.

Section 1.06. Project Approvals. For purposes of this Agreement, “Project Approvals” shall mean the Tentative Map Approval, the Final Map Approval.

Section 1.07. Subsequent Approvals. For purposes of this Agreement, “Subsequent Approvals” shall mean all future entitlements sought by Omni Land Development, or their successors/transferees in interest.

Section 1.08. Other Miscellaneous Terms. For the purposes of this Agreement, the singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

## **ARTICLE 2. EFFECTIVE DATE**

Section 2.01. Effective Date. This Agreement shall become effective as of \_\_\_\_\_, 2020 the “Effective Date”).

## **ARTICLE 3. OBLIGATIONS OF OMNI LAND DEVELOPMENT**

Section 3.01. Obligations of Omni Land Development Generally. In consideration of the County entering into this Agreement, Omni Land Development agrees that it will comply with this Agreement and with all project approvals related to the Site Plan and the Project. The parties acknowledge and agree that County’s agreement to perform and abide by the covenants and obligations of County set forth in this Agreement is a material consideration for Omni Land Development’s agreement to perform and abide by its long-term covenants and obligations, as set forth herein.

Section 3.02. Fees Paid by Omni Land Development. As a material consideration for the long-term assurances and vested rights provided by this Agreement, Omni Land Development shall pay fees and exactions for the vested right to develop their project to County as set forth below:

(a) Omni Land Development agrees to advance and pay all of the costs and expenses associated with the design, engineering, plan check, construction management, inspection, construction of all Major Infrastructure Improvements.

(b) Omni Land Development shall grant and convey its interest in any necessary easements for water lines, water tanks, pump stations, sewer lines, storm drains, including the Nutmeg Road Storm Drainage Facility, and other public utility purposes as are necessary to construct, install and dedicate the Major Infrastructure Improvements, as required by the public utilities and County’s Engineer, in a form reasonably approved by County’s Engineer, to County. The easements shall

be effective upon recordation of said form. For any rights of way or property to be conveyed to County pursuant to the Project Approvals or Subsequent Approvals, Omni Land Development shall deliver said rights of way or property free of any liens, encumbrances, special taxes or assessments, not approved by County and shall be excluded from the application of any Declaration of Covenants, Conditions and Restrictions.

(c) Omni Land Development shall cause all Omni Land Development Build Improvements to be constructed in a good and workmanlike manner so as to ensure that they are ready for acceptance by County on or before the dates set forth in this Agreement. Omni Land Development shall be obligated to construct all of the Omni Land Development Build Improvements so long as it proceeds with and commences construction of any portion of the Project. Omni Land Development further understands and agrees that its obligation to construct all of the Omni Land Development Build Improvements within the time frames provided by this Agreement shall not be reduced or excused by the timing of development of the Project phases or the scope of the Project which Omni Land Development ultimately decides to construct.

(d) County shall make best efforts to impose fair share obligations or to have developers commit to equivalent or similar right turn pockets and contribute to the dual left turn lanes on future development so that Omni Land Development is reimbursed from benefitting properties, as provided in Sections 66484-66489 of the Government Code and Section 7-01-2065 of the Tulare County Ordinance Code. Reimbursements shall be in conformance with the calculations in **Exhibit D** and shall be made a condition of approval for any development applications or building permit applications issues by the. Omni Land Development understands that the availability and timing of such reimbursement is uncertain at this time, and dependent on development of benefitting properties. The County, itself, shall not be obligated to reimburse Omni Land Development and, therefore, Omni Land Development has no expectation of immediate reimbursement. Prior to commencement of construction on any Omni Land Development Build Improvement for which Omni Land Development seeks to preserve an option for reimbursement, Omni Land Development and County shall execute a reimbursement agreement for that purpose per Section 66485 of the Government Code in substantial conformance with the agreement in **Exhibit E**.

(e) Nothing in this Agreement is intended to supersede, terminate, modify or otherwise affect any provision of the Conditions of Approval, except to the extent that a provision of this Agreement is in direct conflict with a provision of such Condition of Approval. Then, and only in that event, the provisions of this Agreement shall prevail over the contradictory provision of any such Condition of Approval. The execution of this Agreement by the parties hereto shall in no way other- wise affect the validity of any or all of the provisions of the Conditions of Approval.

#### **ARTICLE 4. OBLIGATIONS OF COUNTY**

Section 4.01. Obligations of the County Generally. In consideration of Omni Land Development entering into this Agreement, County agrees that it will comply with the terms and conditions of this Agreement. The parties acknowledge and agree that Omni Land Development's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Omni



Land Development's decision to process the siting of the Project in the County, is a material consideration for the County's agreement to perform and abide by the long term covenants and obligations of the County, as set forth herein.

Section 4.02. County Contribution of Elder Alignment. The County agrees to convey to Omni Land Development, legal title to the Elder Alignment, free and clear of all monetary liens and encumbrances, but subject to any easements reasonably required for the County's use of the improvements described in Section 3.02 above.

Section 4.03. Protection of Vested Rights. To the maximum extent permitted by law, County shall take all those reasonable actions as may be necessary or appropriate to ensure that the vested rights provided by this Agreement can be enjoyed by Omni Land Development over the term of this Agreement.

## **ARTICLE 5. COOPERATION - IMPLEMENTATION**

Section 5.01. Processing Application for Subsequent Approvals. By entering into this Agreement, County has made a final policy decision that the Project and the contribution of the Elder Alignment is in the best interests of the public health, safety and general welfare. Accordingly, County shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise to prevent or delay development of the Project.

## **ARTICLE 6. AMENDMENT**

Section 6.01. Amendment of This Agreement. This Agreement may be amended from time to time by mutual written consent of the parties hereto or their successors in interest in accordance with Government Code Sections 65865.1, 65867, 65867.5 and 65868.

Section 6.02. Administrative Agreement Amendments. Except to the extent otherwise required by law, Administrative Agreement Amendments shall not require notice or public hearing before execution. Such amendment may be approved by the County Administrative Officer or designee and does not require action by the Tulare County Board of Supervisors. All other amendments to this Agreement shall be processed and approved in accordance with the same procedure, including without limitation, public notice and hearing requirements, as used for approval of this Agreement.

Section 6.03. Reimbursement Amendments. The County has informed Omni Land Development that the calculations needed to complete the reimbursement amount and the reimbursement agreements are not yet ready. When ready, these calculations are to be used to complete Exhibits D and E to the Agreement. Omni Land Development is aware of the estimated reimbursement amount, and by executing this Agreement, agrees to the reasonableness of the final reimbursement amount and the amount's inclusion as Exhibit D to this agreement. Omni Land Development further agrees to execute a reimbursement agreement, to be prepared by the County, upon receiving notice of the reimbursement amount. Upon execution, the reimbursement agreement will be included as Exhibit E to this Agreement.

## ARTICLE 7. ASSIGNMENT, TRANSFER AND NOTICE

Section 7.01. Assignment of Interests, Rights and Obligations. Omni Land Development may transfer or assign all or any portion of its interests, rights or obligations under this Agreement to another developer or entity including, without limitation, purchasers or ground lessees of lots, parcels or facilities, provided that such successor assumes the obligations of this Agreement,.

## ARTICLE 8. DEFAULT; REMEDIES; TERMINATION

Section 8.01. Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (unless such period is extended by mutual written consent), shall constitute a default under this Agreement ("Default"). Any notice given pursuant to the preceding sentence ("Default Notice") shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30- day period. Upon the occurrence of a Default under this Agreement, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material Default, terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing party shall take no further action.

Section 8.02. Force Majeure and Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in Default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting state or federal laws or regulations, judicial decisions, or similar basis for excusable performance which is not within the reasonable control of the party to be excused (collectively "Force Majeure"). Litigation attacking the validity of this Agreement, or any permit, ordinance, entitlement or other action of a governmental agency other than County necessary for the development of the Project pursuant to this Agreement, shall also be deemed to create an excusable delay as to Omni Land Development (collectively "Excusable Delay"). In the event of Force Majeure or Excusable Delay, the parties shall memorialize in writing the extension of time for the performance of any obligation whose performance has been so prevented or delayed. The term of any such extension shall be equal to the period of the Excusable Delay or Force Majeure or such other period as may be mutually agreed upon by both parties.

Section 8.04. California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action shall be in Tulare County, California.

## ARTICLE 9. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the parties hereto that: (i) the subject development is a private development; (ii) County has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that County accepts the same pursuant to the provisions of this Agreement; (iii) Omni Land Development shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Omni Land Development under this Agreement and any the Project approvals and applicable law; and (iv) County and Omni Land Development hereby renounce the existence of any form of agency relationship, joint venture or partnership between County and Omni Land Development and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between County and Omni Land Development.

## ARTICLE 10. MISCELLANEOUS

Section 10.01. Enforceability. County and Omni Land Development agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto, notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by County that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code Section 65866.

Section 10.02. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either County or Omni Land Development may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 10.03. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals and Subsequent Approvals and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 10.04. Construction. The Parties have been represented by counsel throughout the negotiation of the Project and creation of this agreement. Counsel for both Parties have contributed to this Agreement and approved it in its final form. Therefore both sides can be considered the drafting party, and neither party is subject to the presumption that ambiguities shall be construed against the drafting party in the interpretation or enforcement of this Agreement.

Section 10.05. Periodic Review of Compliance with Agreement. As required by Government Code 65865.1, the County shall conduct reviews at least once per year to ensure that the Project and Omni Land Development remain in good faith compliance with this Agreement. The County shall conduct these reviews at least once per year, as well as whenever the County deems that such a review is necessary. This Agreement may be modified or cancelled if the County deems that Omni Land Development or the Project have not complied in good faith with any terms or conditions of this Agreement..

Section 10.06. Covenants Running with the Land. All of the provisions contained in this Agreement shall constitute covenants or servitudes which shall run with the land comprising the Project Site and the burdens and benefits hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, successors in interest, transferees and assignees, representatives, lessees, and all other persons acquiring all or a portion of the Project or the Project Site, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468.

Section 10.07. Notices. Any notice or communication required hereunder between County or Omni Land Development must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the County:

Tulare County RMA  
Attn: RMA Director  
5961 S. Mooney Blvd.  
Visalia, CA 93277

With Copies to:

Tulare County Counsel  
2900 W Burrel Ave.  
Visalia, CA 93291

If to Omni Land Development:

With Copies to:

Omni Land Development LLC  
2348 W. Whitendale Ave. Suite D  
Visalia, CA 93277  
Attn: Samer Sabbah  
[westgatedevelopmentinc@gmail.com](mailto:westgatedevelopmentinc@gmail.com)

Rick Carlson, John F. Sherwood, Jr.  
Peterson Russell Kelly PLLC  
1850 Skyline Tower  
10900 NE 4th Street  
Bellevue, WA 98004

Section 10.08. Entire Agreement, Counterparts and Exhibits. This Agreement is executed in duplicate, each of which is deemed to be an original. This Agreement consists of thirteen (13) pages and five (5) exhibits ("A" through "E"), which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof.

Section 10.09. Waiver. Any waivers of the provisions of this Agreement or any breach of covenants or conditions contained in this Agreement shall be effective only if in writing and signed by the appropriate authorities of County and Omni Land Development. A waiver of one provision or breach shall not be considered as a continuing waiver, shall not constitute a waiver of any other conditions or covenants and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

Section 10.10. Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after County enters into this Agreement, the County Clerk shall record an executed copy of this Agreement in the Official Records of the County of Tulare.

Section 10.11. No Third-Party Beneficiaries. No person or entity shall be deemed to be a third-party beneficiary hereof and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than County and Omni Land Development any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 10.12. Titles of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of this Agreement's provisions.

Section 10.13. Discretion of County. Except for the obligations under this Agreement, County's execution of this Agreement in no way limits the discretion of County in the permit or approval process in connection with any site plan approvals, subsequent entitlements, land use decisions, construction or improvements which are within County's jurisdiction.

Section 10.14. Representations of Authority. Each person signing this Agreement on behalf of a non-person entity hereby represents and warrants to the other party they have authorization to sign this Agreement and bind the entity on whose behalf they are signing the Agreement.

IN WITNESS WHEREOF, the County of Tulare, a municipal corporation, has authorized the execution of this Development Agreement in duplicate by its County Administrative Officer and attestation by its County Clerk under authority of Ordinance No. \_\_\_\_\_, adopted by the Board of the County of Tulare on \_\_\_\_\_, 2020, and executed in duplicate.

COUNTY OF TULARE

OMNI LAND DEVELOPMENT LLC, a  
California Limited Liability Company

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

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

Date: \_\_\_\_\_

Name: Samir Sablah

ATTEST:

Title: President

Date: 7-14-2020

By: \_\_\_\_\_  
County Clerk (SEAL)

*Approved as to Form:*

By: [Signature]  
County Counsel

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROJECT SITE**

THE LAND REFERRED TO HEREIN AND DESCRIBED AS FOLLOWS IS SITUATED IN  
AN UNINCORPORATED AREA OF THE COUNTY OF TULARE, STATE OF CALIFORNIA:

Exhibit "A"  
Tulare County Right of Way  
Legal Description  
Page 1 of 3

AREA 1:

All that portion of Elder Street of the map of Goshen, according to the map thereof recorded in Volume 3 of Maps at Page 20, Tulare County Records, lying East of East right of way line of Linden Street, between Blocks 89 and 100, lying in the Northeast quarter of Section 24, Township 18 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as follows:

COMMENCING at the Southwest corner of Parcel One of the land conveyed to the County of Tulare by the Grant Deed recorded August 18, 2010 as Document No. 2010-0050390, Official Records Tulare County, said Southwest corner being the intersection of the centerlines of said Linden and Elder Streets; thence

East, North and East along the Southerly line of the land conveyed by said Document No. 2010-0050390, the following three courses:

- 1) South 89°34'57" East, 40.00 feet along the centerline of said Elder Street to the TRUE POINT of BEGINNING of this description; thence
- 2) North 0°17'37" East, 40.00 feet to the Southwest corner of said Block 100; thence
- 3) South 89°34'57" East, 102.07 feet along the South line of said Block 100, to a point on a line 30.00 feet Southwesterly of and parallel with the centerline of Road 67 as shown on the Record of Survey recorded in Volume 31 of Licensed Surveys at Page 89, Tulare County Records; thence

leaving said point South 14°57'03" West, 31.46 feet to the beginning of a non-tangent curve, said beginning being a point on a curve concave to the Northwest having a radius of 2945.00 feet that is 55.00 feet Northwesterly of and concentric with the centerline of Betty Drive as shown on the Record of Survey recorded in Volume 31 of Licensed Surveys at Page 89, Tulare County Records and to which beginning of said non-tangent curve a radial line bears North 29°00'29" West; thence Southwesterly, 100.81 feet along said non-tangent curve through a central angle of 1°57'41" to the Northwest corner of the land conveyed to the County of Tulare by the Grant Deed recorded July 28, 2010 as Document No. 2010-0045451, Official Records Tulare County, said Northwest corner also being a point on the South right of way line of said Elder Street; thence North 89°34'57" West, 6.27 feet along said South line to the Northeast corner of said Block 89; thence

North 0°17'37" East, 40.00 feet to the TRUE POINT of BEGINNING.

Containing and area of 5,632.0 square feet, more or less.



Exhibit "A"  
Tulare County Right of Way Abandonment  
Legal Description  
Page 2 of 3

AREA 2:

All that portion of West Street of the map of Goshen, according to the map thereof recorded in Volume 3 of Maps at Page 20, Tulare County Records, lying East of centerline of Linden Street and North of the South right of way line of said West Street between Blocks 102 and 103, lying in the Northeast quarter of Section 24, Township 18 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as follows:

BEGINNING at the Northwest corner of the land conveyed to the County of Tulare by the Grant Deed recorded June 25, 2010 as Document No. 2010-0038878, Official Records Tulare County, said Northwest corner also being a point on the centerline of said Linden Street; thence North  $0^{\circ}17'37''$  East, 25.11 feet along said centerline to the Southeast corner of the land conveyed to the County of Tulare by the Grant Deed recorded May 9, 2003 as Document No. 2003-0041776, Official Records Tulare County, said Southeast corner being the beginning of a non-tangent curve concave to the Southwest having a radius of 5569.65 feet that is 30.00 feet Southwesterly of and concentric with the centerline of West Street (Effie Drive) as shown on the Record of Survey recorded in Book 27 of Licensed Surveys at Page 25, Tulare County Records, and to which beginning of said non-tangent curve a radial line bears North  $37^{\circ}24'50''$  East; thence Southeasterly, 12.77 feet along said non-tangent curve through a central angle of  $0^{\circ}07'53''$ ; thence South  $17^{\circ}59'48''$  East, 20.36 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 130.00 feet that is 30.00 feet Northwesterly of and concentric with the centerline of Road 67 as shown on the Record of Survey recorded in Volume 31 of Licensed Surveys at Page 89, Tulare County Records, and to which beginning of said non-tangent curve a radial line bears North  $60^{\circ}27'55''$  West; thence Southwesterly, 8.64 feet along said non-tangent curve through a central angle of  $3^{\circ}48'27''$  to a point on the Northerly line of the land conveyed by said Document No. 2010-0038878, said point being the beginning of a non-tangent curve concave to the Southwest having a radius of 5549.65 feet that is 50.00 feet Southwesterly of and concentric with the centerline of West Street (Effie Drive) as shown on the Record of Survey recorded in Book 27 of Licensed Surveys at Page 25, Tulare County Records and to which beginning of said non-tangent curve a radial line bears North  $37^{\circ}44'03''$  East; thence Northwesterly, 15.85 feet along said non-tangent curve and the Northerly line of the land conveyed by said Document No. 2010-0038878, through a central angle of  $0^{\circ}09'49''$  to the POINT of BEGINNING.

Containing and area of 348.6 square feet, more or less.

Exhibit "A"  
Tulare County Right of Way Abandonment  
Legal Description

Page 3 of 3

AREA 3:

All that portion of Nutmeg Road lying Northerly and Easterly of the State of California right of way for State Route 99, according to the Right of Way Record Map Sheet 3 and Westerly of the land described in the Grant Deed recorded December 22, 2010 as Document No. 2010-0081728, Official Records Tulare County, lying in the Northeast quarter of Section 24, Township 18 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as follows:

BEGINNING at the Northwest corner of the land conveyed to the State of California by the Grant Deed recorded July 29, 2016 as Document No. 2016-0044785, Official Records Tulare County; thence Northwesterly along the Easterly right of way line of Nutmeg Road the following five courses:

- 1) North  $34^{\circ}25'15''$  East, 130.06 feet to the beginning of a tangent curve concave to the Southwest having a radius of 230.00 feet; thence
- 2) Northwesterly, 104.20 feet along said curve through a central angle of  $25^{\circ}57'31''$  to the beginning of a reverse curve concave to the Northeast having a radius of 170.00 feet, a radial line through said beginning of reverse curve bears South  $29^{\circ}37'14''$  West; thence
- 3) Northwesterly, 137.03 feet along said curve through a central angle of  $46^{\circ}10'59''$ ; thence
- 4) North  $16^{\circ}11'55''$  West, 5.35 feet along a non-tangent line to last said curve to the beginning of a non-tangent curve concave to the Northeast having a radius of 1460.00 feet and to which beginning of said non-tangent curve a radial line bears South  $72^{\circ}41'14''$  West; thence
- 5) Northwesterly, 115.48 feet along said non-tangent curve through a central angle of  $4^{\circ}31'54''$  to the Northwest corner of the land described in said Document No. 2010-0081728; thence

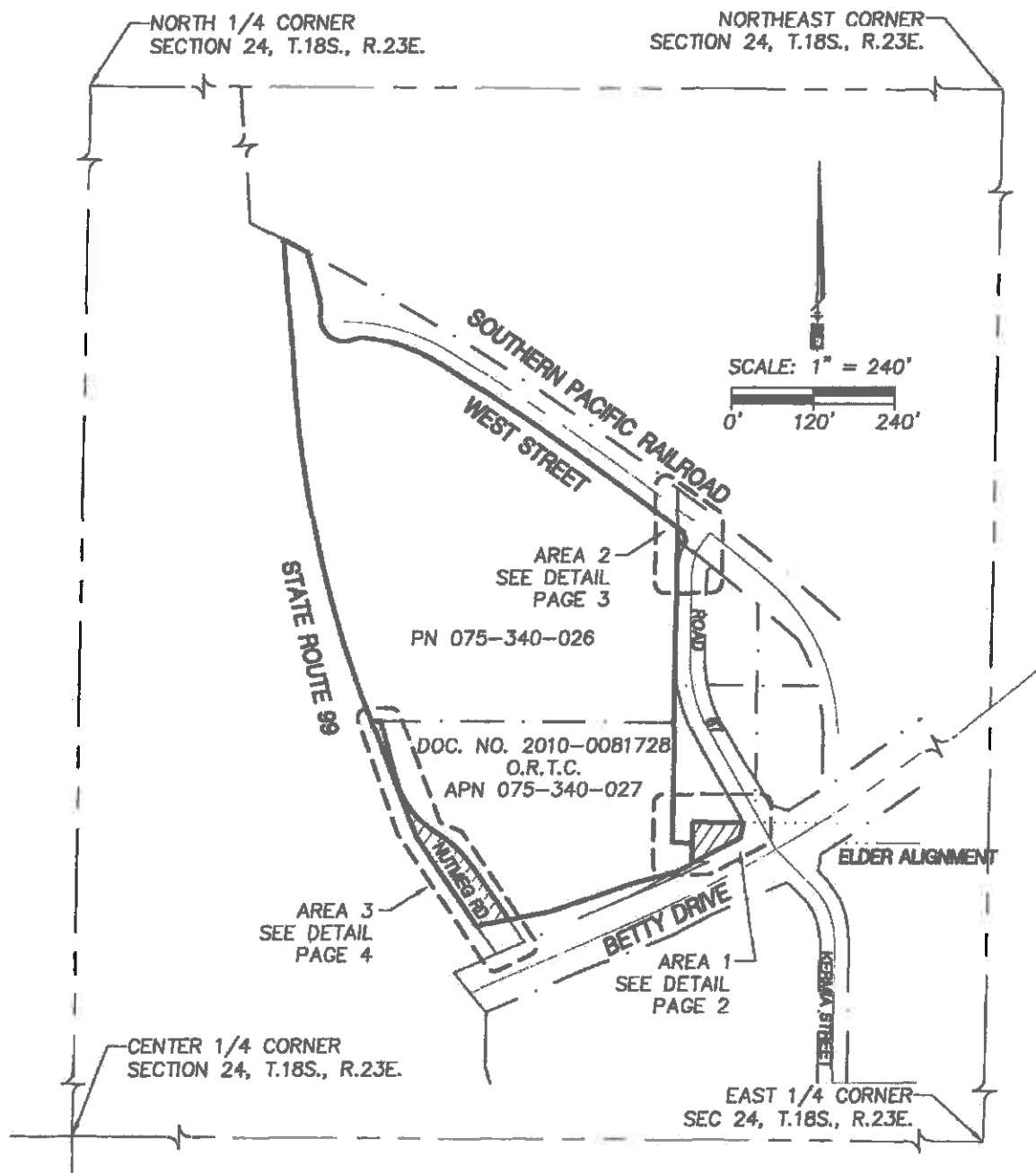
North  $89^{\circ}34'37''$  West, 19.45 feet along the Westerly prolongation of the North line of the land described in said Document No. 2010-0081728, to the Southeast corner of the land conveyed to the State of California by the Grant Deed recorded July 29, 2016 as Document No. 2016-0044786, Official Records Tulare County; thence

Southeasterly and Northeasterly along the State of California right of way for State Route 99, according to the Right of Way Record Map Sheet 3, the following three courses:

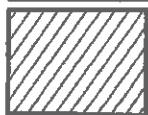
- 1) South  $21^{\circ}52'19''$  East, 250.01 feet; thence
- 2) South  $34^{\circ}27'41''$  East, 218.97 feet along the Easterly right of way for said State Route 99 and the Easterly line of the land conveyed to the State of California by the Grant Deed recorded May 31, 2016 as Document No. 2016-0031138, Official Records Tulare County; thence
- 3) North  $79^{\circ}00'37''$  East, 65.43 feet to the POINT of BEGINNING.

Containing and area of 15,288.5 square feet, more or less.





#### LEGEND



INDICATES AREAS OF PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES TO BE ABANDONED.

AREA 1 = 5,632.0 SQUARE FEET  
 AREA 2 = 348.6 SQUARE FEET  
 AREA 3 = 15,288.5 SQUARE FEET

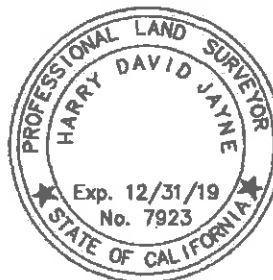
O.R.T.C.  
 T.C.R.

OFFICIAL RECORDS TULARE COUNTY  
 TULARE COUNTY RECORDS

#### EXHIBIT "B"

GOSHEN, TULARE COUNTY, CALIFORNIA  
 VACATION OF PORTIONS OF ELDER AVENUE,  
 WEST STREET AND NUTMEG ROAD OF THE  
 MAP OF GOSHEN BOOK 3 OF MAPS AT PAGE 19, T.C.R.

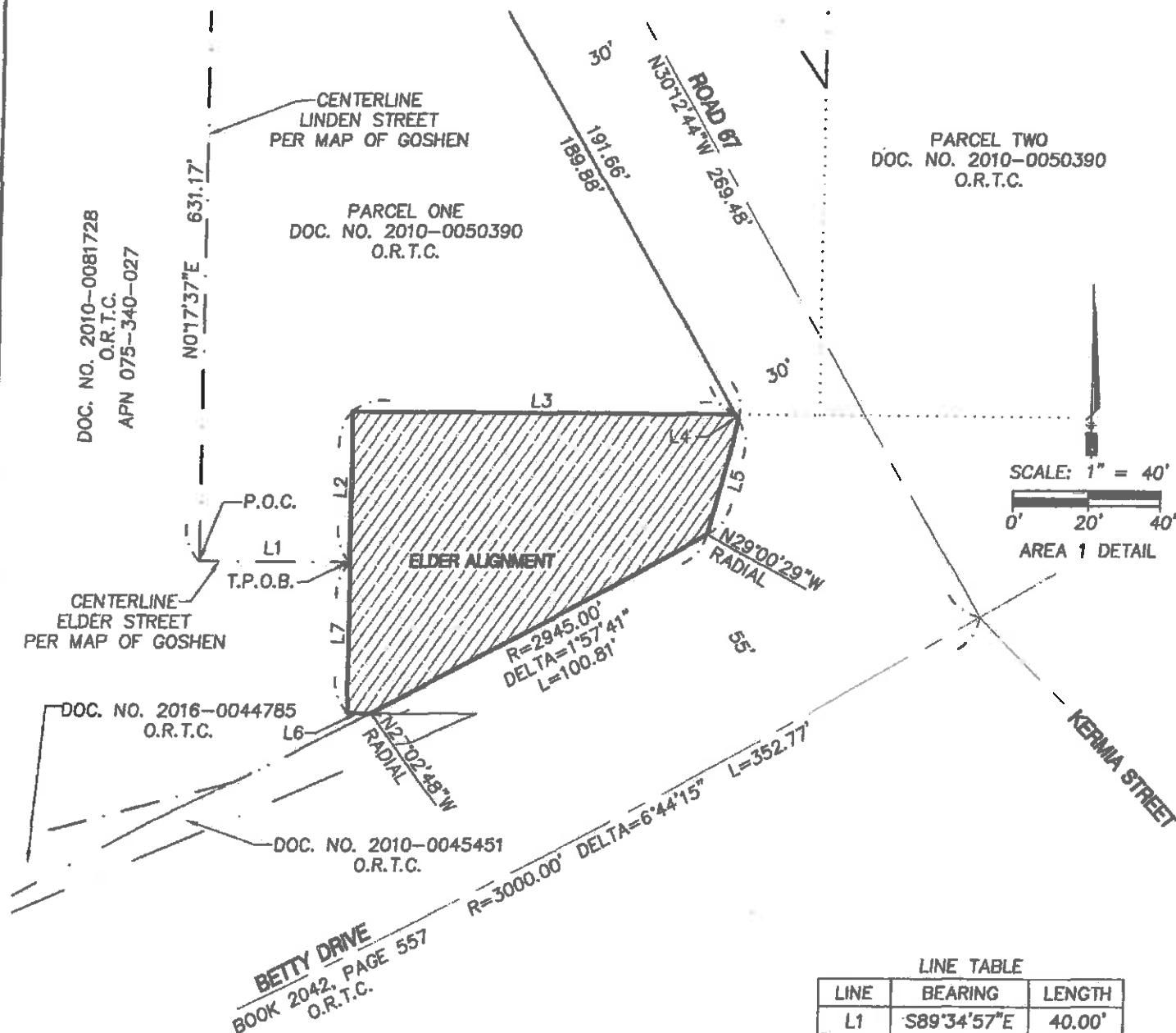
PAGE 1 OF 4



**Yamabe & Horn  
 Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727  
 TEL (559) 244-3123 WEBSITE YANDHENG.COM



# LEGEND



INDICATES AREA OF PREVIOUSLY DEDICATED  
FOR PUBLIC STREET PURPOSES BY THE  
MAP OF GOSHEN TO BE ABANDONED.

AREA = 5,632.0 SQUARE FEET

P.O.C.

POINT OF COMMENCEMENT

T.P.O.B.

TRUE POINT OF BEGINNING

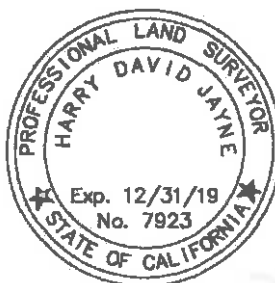
T.C.R.

TULARE COUNTY RECORDS

O.R.T.C.

OFFICIAL RECORDS TULARE COUNTY

## EXHIBIT "B"



## LINE TABLE

LINE	BEARING	LENGTH
L1	S89°34'57"E	40.00'
L2	N0°17'37"E	40.00'
L3	S89°34'57"E	102.07'
L4	S30°12'44"E	1.78'
L5	S14°57'03"W	31.46'
L6	N89°34'57"W	6.27'
L7	N0°17'37"E	40.00'

GOSHEN, TULARE COUNTY, CALIFORNIA  
VACATION OF PORTION OF ELDER AVENUE

OF THE MAP OF GOSHEN

BOOK 3 OF MAPS AT PAGE 19, T.C.R.

PAGE 2 OF 4



**Yamabe & Horn  
Engineering, Inc.**

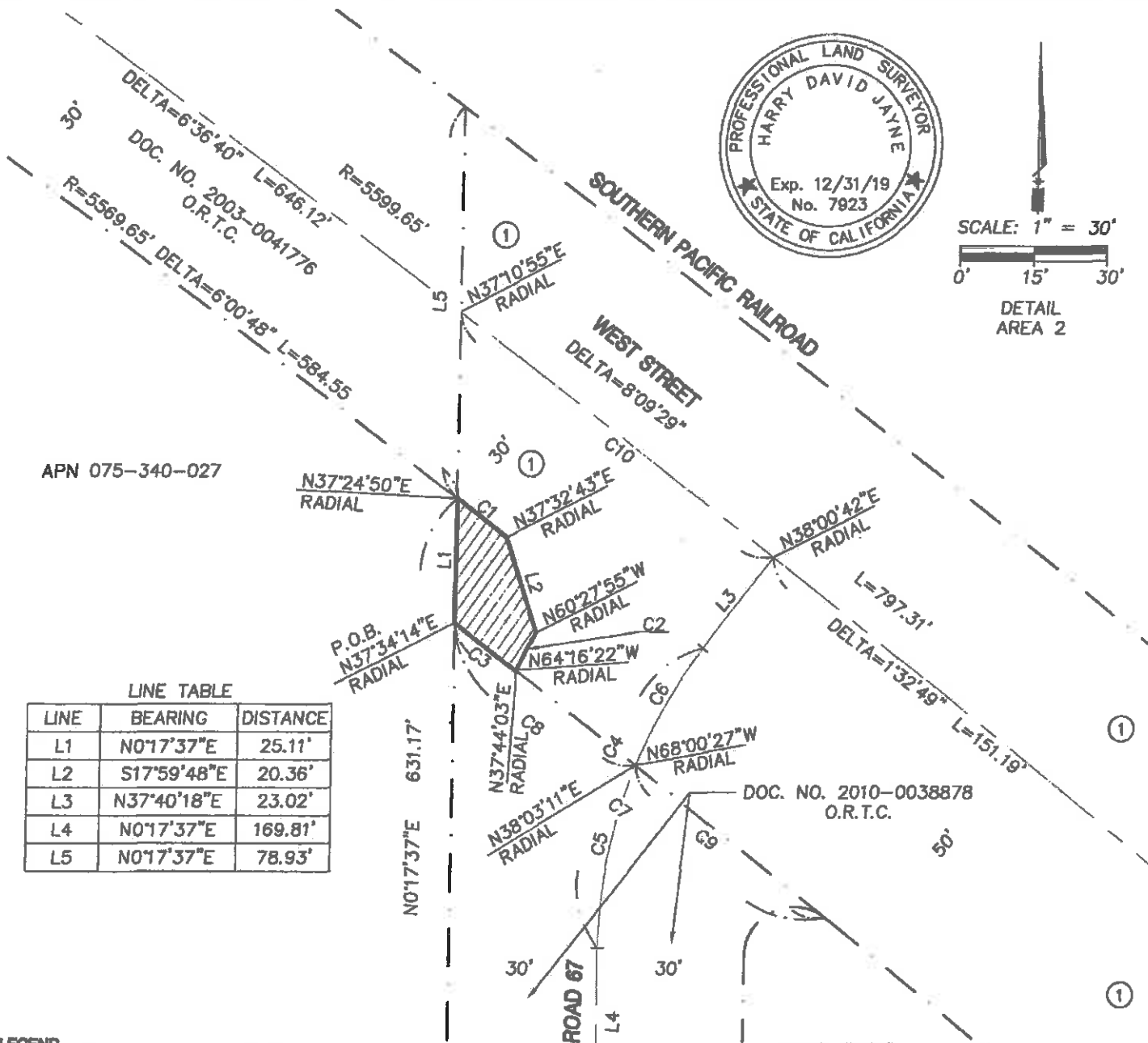
CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727  
TEL (559) 244-3123 WEBSITE YANDHENGRL.COM



SCALE: 1" = 30'

DETAIL  
AREA 2

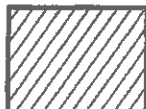


APN 075-340-027

LINE TABLE

LINE	BEARING	DISTANCE
L1	N0°17'37"E	25.11'
L2	S17°59'48"E	20.36'
L3	N37°40'18"E	23.02'
L4	N0°17'37"E	169.81'
L5	N0°17'37"E	78.93'

LEGEND



INDICATES AREAS OF PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES BY THE MAP OF GOSHEN TO BE ABANDONED.

AREA 2 = 348.6 SQUARE FEET

①

PUBLIC STREET EASEMENT PER MAP OF GOSHEN BOOK 3 OF MAPS AT PAGE 19, T.C.R.

P.O.B.

POINT OF BEGINNING

O.R.T.C.

OFFICIAL RECORDS TULARE COUNTY

T.C.R.

TULARE COUNTY RECORDS

EXHIBIT 'B'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	5569.65'	0°07'53"	12.77'
C2	130.00'	3°48'27"	8.64'
C3	5549.65'	0°09'49"	15.85'
C4	100.00'	37°22'41"	65.24'
C5	100.00'	21°41'56"	37.87'
C6	100.00'	15°40'45"	27.37'
C7	5549.65'	0°59'43"	96.40'
C8	5549.65'	0°28'58"	46.76'
C9	5549.65'	0°30'45"	49.64'
C10	5599.65'	0°49'47"	81.08'

GOSHEN, TULARE COUNTY, CALIFORNIA  
VACATION OF PORTION OF WEST STREET

OF THE MAP OF GOSHEN

BOOK 3 OF MAPS AT PAGE 19, T.C.R.

PAGE 3 OF 4



**Yamabe & Horn  
Engineering, Inc.**

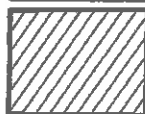
CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727  
TEL (559) 244-5123 WEBSITE YANDHENG.COM

APN 075-340-026

N89°34'37"W 590.05'

LEGEND



INDICATES AREA PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES TO BE ABANDONED.

AREA 3 = 15,288.5 SQUARE FEET

①

EXISTING PUBLIC STREET RIGHT OF WAY TO REMAIN PER CAL TRANS RIGHT OF WAY RECORD MAP

②

CAL TRANS RIGHT OF WAY PER DOC. NO. 2016-0044786, O.R.T.C.

P.O.B.

POINT OF BEGINNING

O.R.T.C.

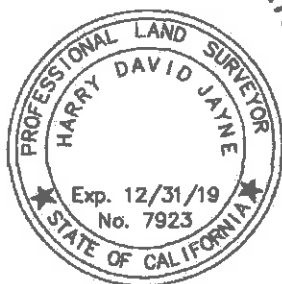
OFFICIAL RECORDS TULARE COUNTY

T.C.R.

TULARE COUNTY RECORDS

SCALE: 1" = 60'  
0' 30' 60'

DETAIL AREA 3



STATE ROUTE 99

DOC. NO. 2016-0051138  
O.R.T.C.

APN 075-340-027  
DOC. NO. 2010-0081728  
O.R.T.C.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N16°11'55"W	5.35'
L2	N89°34'37"W	19.45'
L3	N79°00'37"E	65.43'
L4	S34°25'15"E	53.99'
L5	N66°42'30"E	61.14'
L6	N34°27'41"W	68.21'
L7	N79°00'37"E	84.28'
L8	N70°55'43"E	176.42'
L9	N66°42'30"E	227.68'
L10	N21°52'19"W	10.89'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	230.00'	25°57'31"	104.20'
C2	170.00'	46°10'59"	137.03'
C3	1460.00'	4°31'54"	115.48'
C4	2300.13'	16°34'53"	665.66'

EXHIBIT "B"

GOSHEN, TULARE COUNTY, CALIFORNIA  
VACATION OF PORTION OF NUTMEG ROAD

OF THE MAP OF GOSHEN

BOOK 3 OF MAPS AT PAGE 19, T.C.R.

PAGE 4 OF 4

DOC. NO. 2016-0044785  
O.R.T.C.

P.O.B.

N66°42'30"E

BETTY DRIVE  
BOOK 2042, PAGE 557  
O.R.T.C.

**Yamabe & Horn**  
Engineering, Inc.

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727  
TEL (559) 244-3123 WEBSITE YANDHENGRL.COM

Exhibit "A"  
Tulare County Quitclaim of Parcel  
Legal Description  
Page 1 of 2

PARCEL 1:

All that portion of the land conveyed to the County of Tulare by the Grant Deed recorded August 18, 2010 as Document No. 2010-0050390, Official Records Tulare County, being portions of Elder Street, the East half of Linden Street and the West half of Block 100 of the map of Goshen, according to the map thereof recorded in Volume 3 of Maps at Page 20, Tulare County Records, lying in the Northeast quarter of Section 24, Township 18 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as follows:

BEGINNING at the Southwest corner of the land conveyed by said Document No. 2010-0050390, said Southwest corner being the intersection of the centerlines of said Elder and Linden Streets; thence

East, North and East along the Southerly line of the land conveyed by said Document No. 2010-0050390, the following three courses:

- 1) South 89°34'57" East, 40.00 feet along the centerline of said Elder Street; thence
- 2) North 0°17'37" East, 40.00 feet to the Southwest corner of said Block 100; thence
- 3) South 89°34'57" East, 80.93 feet along the South line of said Block 100; thence

North 4°57'52" East, 1.19 feet to a point on a line 47.50 feet Southwesterly of and parallel with the centerline of Road 67, as shown on the Record of Survey recorded in Volume 31 of

Licensed Surveys at Page 89, Tulare County Records; thence

North 30°12'44" West, 123.85 feet along said parallel line; thence

North 21°39'07" West, 105.52 feet; thence

North 14°45'28" West, 72.11 feet to the Northwest corner of the land conveyed by said Document No. 2010-0050390; thence

South 0°17'37" West, 315.08 feet along the West line of the land conveyed by said Document No. 2010-0050390, to the POINT of BEGINNING.

Containing and area of 15,702.7 square feet, more or less.

Exhibit "A"  
Tulare County Quitclaim of Parcel  
Legal Description  
Page 2 of 2

PARCEL 2:

All that portion of Elder Street of the map of Goshen, according to the map thereof recorded in Volume 3 of Maps at Page 20, Tulare County Records, lying East of East right of way line of Linden Street, between Blocks 89 and 100, lying in the Northeast quarter of Section 24, Township 18 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as follows:

COMMENCING at the Southwest corner of Parcel One of the land conveyed to the County of Tulare by the Grant Deed recorded August 18, 2010 as Document No. 2010-0050390, Official Records Tulare County, said Southwest corner being the intersection of the centerlines of said Linden and Elder Streets; thence

East, North and East along the Southerly line of the land conveyed by said Document No. 2010-0050390, the following three courses:

- 1) South 89°34'57" East, 40.00 feet along the centerline of said Elder Street to the TRUE POINT of BEGINNING of this description; thence
- 2) North 0°17'37" East, 40.00 feet to the Southwest corner of said Block 100; thence
- 3) South 89°34'57" East, 80.93 feet; thence

South 4°51'52" West, 32.86 feet; thence

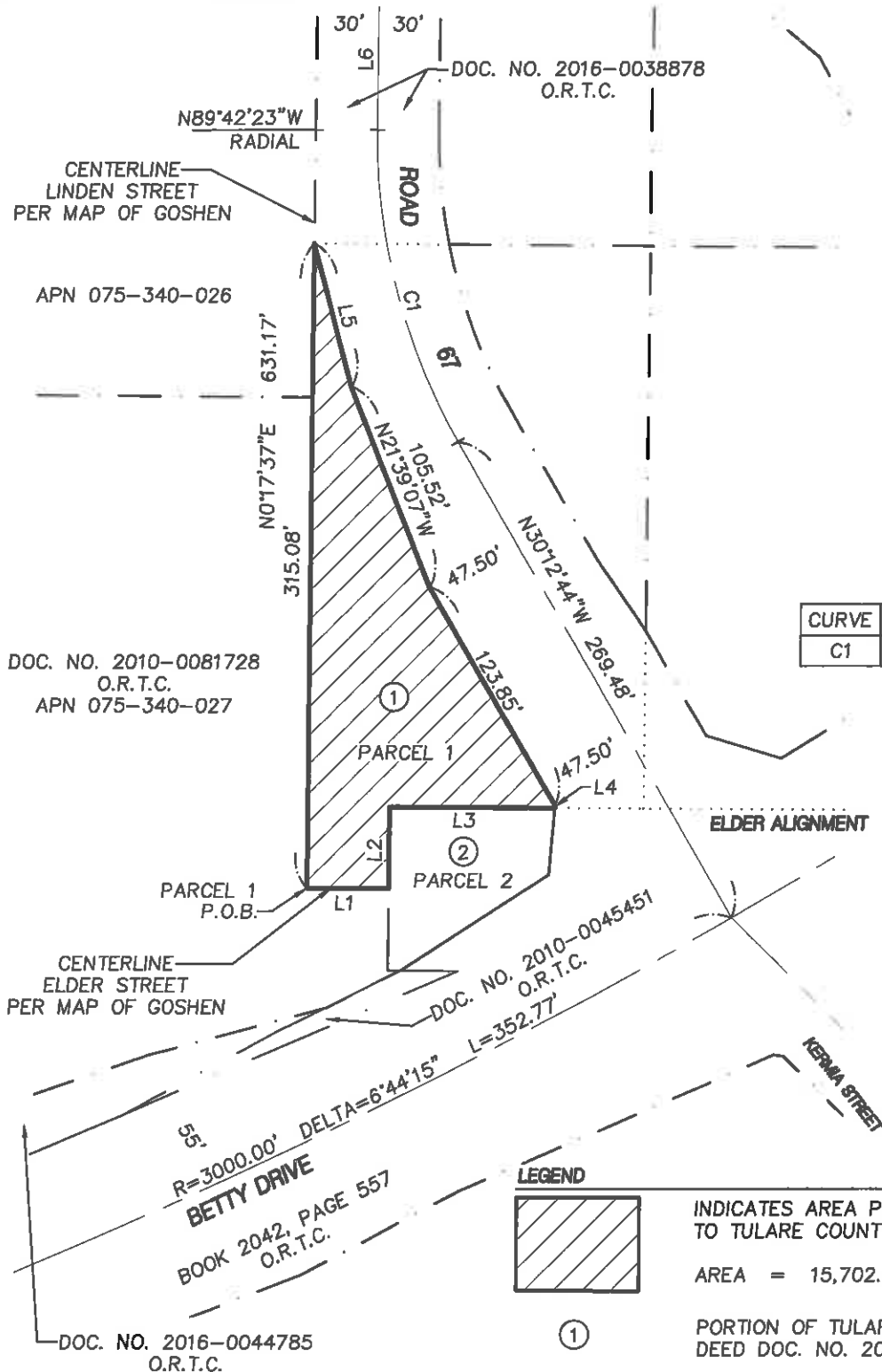
South 57°07'40" West, 86.07 feet to the Northwest corner of the land conveyed to the County of Tulare by the Grant Deed recorded July 28, 2010 as Document No. 2010-0045451, Official Records Tulare County, said Northwest corner also being a point on the South right of way line of said Elder Street; thence

North 89°34'57" West, 6.27 feet along said South line to the Northeast corner of said Block 89; thence

North 0°17'37" East, 40.00 feet to the TRUE POINT of BEGINNING.

Containing and area of 4,606.4 square feet, more or less.





SCALE: 1" = 80'

0' 40' 80'

DETAIL AREA 1



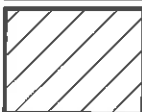
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	300.00'	30°30'21"	159.73'

LINE TABLE

	BEARING	LENGTH
L1	S89°34'57"E	40.00'
L2	N0°17'37"E	40.00'
L3	S89°34'57"E	80.93'
L4	N4°57'52"E	1.19'
L5	N14°45'28"W	72.11'
L6	N0°17'37"E	169.81'

LEGEND



INDICATES AREA PREVIOUSLY GRANTED IN FEE TITLE  
TO TULARE COUNTY TO BE QUITCLAIMED.

AREA = 15,702.7 SQUARE FEET

①

PORTION OF TULARE COUNTY PARCEL PER GRANT  
DEED DOC. NO. 2010-0050390, O.R.T.C.

②

AREA OF ELDER STREET PREVIOUSLY DEDICATED FOR  
PUBLIC STREET USE PER MAP OF GOSHEN

P.O.B.

POINT OF BEGINNING

O.R.T.C.

OFFICIAL RECORDS TULARE COUNTY

T.C.R.

TULARE COUNTY RECORDS

# EXHIBIT "B"

GOSHEN, TULARE COUNTY, CALIFORNIA

QUITCLAIM OF COUNTY PARCELS

PORTIONS OF MAP OF GOSHEN

BOOK 3 OF MAPS AT PAGE 19, T.C.R.



**Yamabe & Horn  
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727  
TEL (559) 244-3123 WEBSITE YANDHENG.COM

DOC. NO. 2010-0050390  
O.R.T.C.

DOC. NO. 2010-0081728  
O.R.T.C.  
APN 075-340-027

PORTION OF  
DOC. NO. 2010-0050390  
O.R.T.C.  
PARCEL 1

PARCEL 2  
P.O.C.

ELDER ALIGNMENT

CENTERLINE  
ELDER STREET  
PER MAP OF GOSHEN

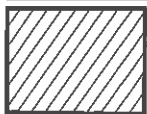
DOC. NO. 2016-0044785  
O.R.T.C.

DOC. NO. 2010-0045451  
O.R.T.C.

BETTY DRIVE  
BOOK 2042, PAGE 557  
O.R.T.C.

SCALE: 1" = 40'  
0' 20' 40'  
AREA 1 DETAIL

# LEGEND



INDICATES AREA OF PREVIOUSLY DEDICATED  
FOR PUBLIC STREET PURPOSES BY THE  
MAP OF GOSHEN TO BE QUITCLAIMED.

AREA = 4,606.4 SQUARE FEET

P.O.C. POINT OF COMMENCEMENT  
T.P.O.B. TRUE POINT OF BEGINNING  
T.C.R. TULARE COUNTY RECORDS  
O.R.T.C. OFFICIAL RECORDS TULARE COUNTY

## EXHIBIT "B"

GOSHEN, TULARE COUNTY, CALIFORNIA  
QUITCLAIM OF PORTION OF ELDER AVENUE  
OF THE MAP OF GOSHEN  
BOOK 3 OF MAPS AT PAGE 19, T.C.R.

PAGE 2 OF 2

## LINE TABLE

LINE	BEARING	LENGTH
L1	S89°34'57"E	40.00'
L2	N0°17'37"E	40.00'
L3	S89°34'57"E	80.93'
L4	S4°51'52"W	32.86'
L5	S57°07'40"W	86.07'
L6	N89°34'57"W	6.27'
L7	N0°17'37"E	40.00'
L8	N4°51'52"E	1.19'



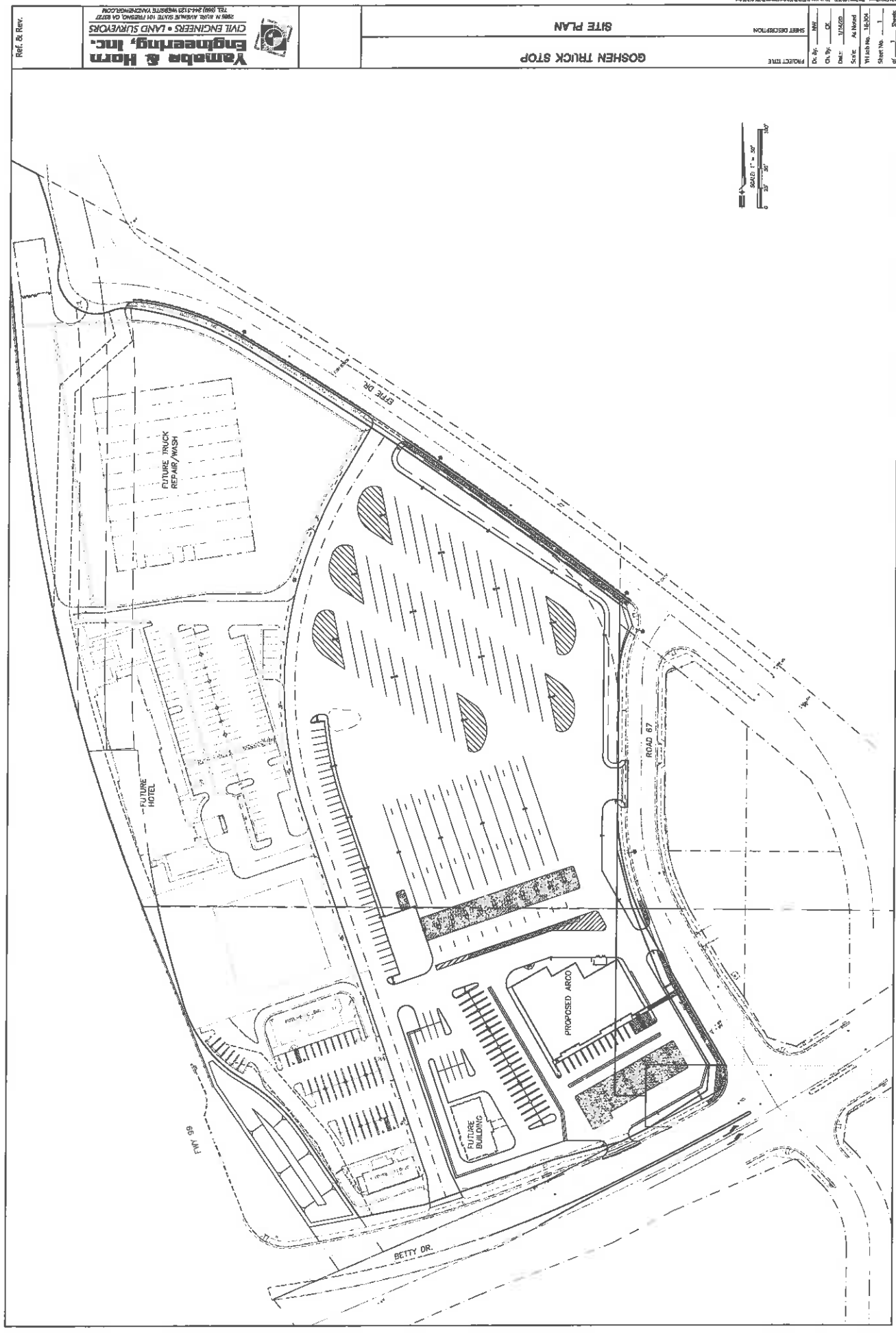
**Yamabe & Horn  
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727  
TEL (559) 244-3123 WEBSITE YANDHENGRCOM

**EXHIBIT "B"**

**SITE PLAN**



PROJECT TITLE GOSHEN TRUCK STOP	SHEET DESCRIPTION			
	DATE	BY	CHK	APP
SHEET NO. 1 OF 1				
SCALE: AS SHOWN				
W/ LAB NO. 116204				
SHEET NO. 1				
OF 1 SHEETS				



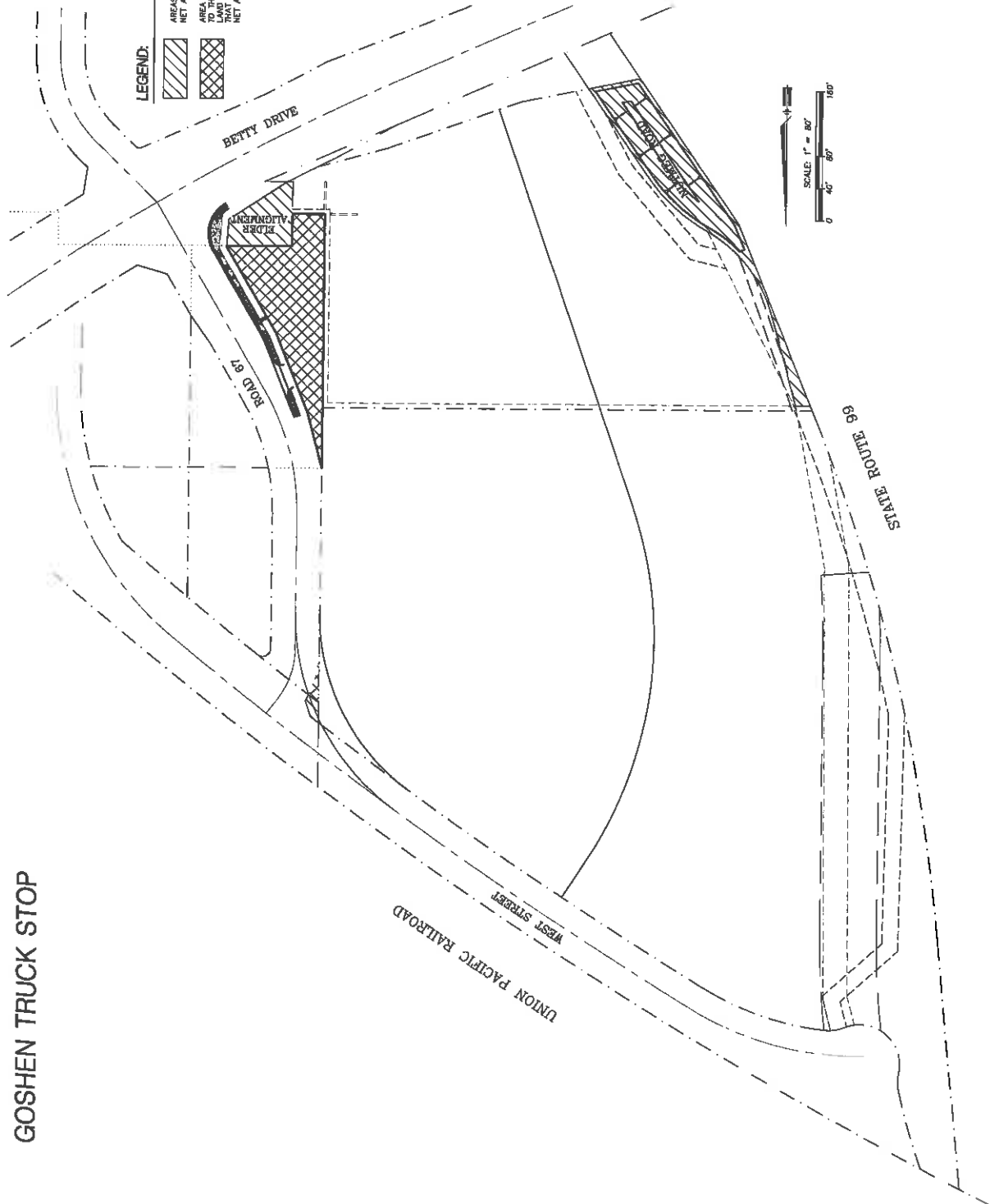
**Yamada & Horn**  
Engineers, Inc.  
CIVIL ENGINEERS • LAND SURVEYORS  
2080 N. 40TH AVENUE SUITE 100 DENVER, CO 80202  
TEL: (303) 444-1123 WEBSITE: YAMADAHORN.COM

Ref. & Rev.

**EXHIBIT "C"**

**Land to be Exchanged  
and Improvements**

# GOSHEN TRUCK STOP



## LEGEND:



AREAS OF EXISTING DEDICATED RIGHT OF WAY REQUESTING TO BE ABANDONED  
NET AREA = 7,288 SF (LESS DRAINAGE BASIN)

AREA OF COUNTY FEE TITLE REQUESTING TO BE GRANTED  
TO THE ALLOCATING JURISDICTION FOR PUBLIC STREET PURPOSES  
NET AREA = 16,700 SF



**Yamabe & Horn  
Engineering, Inc.**  
CIVIL ENGINEERS • LAND SURVEYORS

2565 N. 84TH AVENUE SUITE 101 FRENCH CREEK, CA 95722  
TEL (925) 244-3120 FAX (925) 244-3121 WWW.YAMABE-HORN.COM

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**EXHIBIT "D"**

**REIMBURSEMENTS  
TBD County based on  
Dual Left Turn Design**



**Exhibit D**  
**Preliminary Cost Estimate**  
**Road 67 Operational Improvements**

Item No.	Item Description	Estimated Cost (LS)	Responsible Party
1	Install WB Right-Turn Lane	\$ 250,000	Western Milling
2	Signal Modification (NE Corner)	\$ 100,000	Western Milling
3	Install SB Right-Turn Lane	\$ 250,000	Omni Land Development
4	Signal Modification (NW Corner)	\$ 100,000	Omni Land Development
5	Install EB Right-Turn Lane	\$ 250,000	Thandi
6	Signal Modification (SW Corner)	\$ 100,000	Thandi
7	Install Dual EB Left-Turn Lanes	\$ 300,000	1/3 County, 1/3 Omni, 1/3 Thandi
8	Modify Median WB Approach	\$ 200,000	1/3 County, 1/3 Omni, 1/3 Thandi
9	Striping/Signage/Other Misc Items	\$ 100,000	1/3 County, 1/3 Omni, 1/3 Thandi
Subtotal		\$ 1,650,000	
Contingency		10%	
<b>Total Construction Cost Estimate</b>		<b>\$ 1,815,000</b>	

**EXHIBIT "E"**

**REIMBURSEMENT AGREEMENT**

## **INFRASTRUCTURE REIMBURSEMENT AGREEMENT**

### **Omni Land Development**

This Infrastructure Reimbursement Agreement ("Agreement") is entered into on \_\_\_\_\_, 2020 (the "Effective Date"), by and between the County of Tulare ("County") and Omni Land Development LLC, a California limited liability company ("Omni Land Development"). The County and Omni Land Development are sometimes hereinafter referred to individually as a "party" and collectively as "Parties."

### **RECITALS**

A. WHEREAS, the County approved a grading plan and building permits, approved the Omni Land Development and will consider future parcel maps for the Omni Land Development Project (collectively "Project"); and

B. WHEREAS, the Project is subject to various requirements and conditions of approval, including those of the Parcel Map and the Development Agreement; and

C. WHEREAS, the Project creates a fractional need for dual left turn improvements from Betty Drive onto Road 67. Omni Land Development has agreed to either construct these improvements or pay a fair share of the cost of these improvements subject to reimbursement from other privately owned properties benefiting from the improvements. These other properties are located along the southwest and northeast portions of the Road 67 and Betty Drive intersection, and are referred to herein as "Benefitted Properties," or individually as a "Benefitted Property." Before development can begin on a Benefitted Property, the County will require the developer of the Benefitted Property to pay a pro rata share equal to the benefits conferred onto the Benefitted Property by the left turn improvements from Betty Drive onto Road 67 into a reimbursement account for Omni Land Development. These payments are referred to herein as "Reimbursable Costs;" and

D. WHEREAS, the Development Agreement for the Project identifies the improvements to be constructed by Omni Land Development subject to reimbursement from the Benefitted Properties and Omni Land Development's fair share of each improvement based on the Project's pro rata share (hereafter, "Improvements"); and

E. WHEREAS, the Improvements subject to reimbursement from Benefitted Properties and their proportionate share of the reimbursement are identified in Exhibit A to this Agreement; and

F. WHEREAS, the Benefitted Properties are identified in Exhibit A to this Agreement; and

G. WHEREAS, because Omni Land Development is paying for the construction and/or installation of the Improvements as part of the Project, Omni Land Development can and will be reimbursed for the Reimbursable Costs pursuant to the terms and conditions herein.

NOW, THEREFORE, the Parties agree as follows

1. Term. Pursuant to Section 3.02 of the Development Agreement, this Infrastructure Reimbursement Agreement shall be effective and enforceable from execution until (1) the sooner of five (5) years from date of execution or (2) until all Reimbursable Costs have been fully reimbursed.

2. Construction of Improvements. Omni Land Development shall construct the Improvements in substantial conformance with the Project's Transportation Improvement Plans approved by the County ("Approved Plans"). Any alterations thereto shall be approved in writing by the County Engineer, or their designee, prior to construction of the altered portion of the Project.

3. Reimbursable Costs. The Improvements and each of the Benefitted Properties' prorated share of the Reimbursable Costs are shown on Exhibit A, attached hereto and incorporated herein by this reference. Subject to this Agreement, the County shall collect reimbursement from Benefitted Properties and reimburse Omni Land Development for the actual Developer Costs determined in accordance with Section 9 of the Development agreement and the conditions of this Infrastructure Reimbursement Agreement, to be adjusted for inflation pursuant to the Construction Cost Index. "Developer Costs" refer to the actual cost of designing, permitting and constructing each of the Improvements. Developer Costs shall include the cost of all right-of-way acquisitions secured by Omni Land Development, if any, including the legal, accounting, project management, and costs of such rights of way acquisition. Developer Costs shall include eligible hard and soft costs. Soft costs shall include legal, accounting, and engineering costs incurred by Omni Land Development.

Exhibit A shows the current estimated prorated shares, considering the current development potential of the Benefitted Properties. The amount of the Reimbursable Cost for any Benefitted Property may be adjusted based on the actual development proposed for that property, changes in baseline conditions, or to account for any right of way or improvements that are contributed or constructed by the Benefitted Property. The County agrees to implement a collection mechanism that ensures collection of funds from benefitted properties consistent with each property's obligation to pay its prorated share, or as such share may be required to be adjusted based upon the actual development proposed on any Benefitted Property.

4. Benefitted Properties. County and Omni Land Development agree that the Improvements significantly benefit the Benefitted Properties because the Improvements are improvements that the County would require the individual Benefitted Properties to install as conditions of improvement, and/or would otherwise be necessary conditions of approval or environmental mitigations to allow development of the Benefitted Properties at their maximum development potential. The prorated allocation of costs to each of the Benefitted Properties is based on the developable, but currently undeveloped, acreage of each Benefitted Property. In the case of vacant properties, 100 percent of the acreage is counted. In the case of underdeveloped properties, 50 percent of the acreage is counted. In the case of properties that have substantial constraints such as flood plains, steep slopes, etc., the net developable acreage is counted.

## 5. Reimbursement.

(a) Subject to the terms and conditions hereof, County will require the Benefitted Properties to pay a prorated share of the documented Reimbursable Costs, as shown in Exhibit A; or a proportional fraction of the share if: (i) the Benefitted Property grants any right of way or constructs improvements which decrease the Benefitted Property's demand for or impact on any of the improvements as shown in Exhibit A; (ii) the Benefitted Property is proposed and approved to be developed at less than the developable acreage on which the prorated share reflected herein for the Benefitted Properties was calculated; (iii) (iv) the land use or zoning designation of the property is proposed and approved to be changed; (v) the baseline conditions change in a manner which renders the traffic impacts of development within the Benefitted Property to be less than estimated in Exhibit A; or (vi) other circumstances arise which legally prohibit the County from imposing the fee. Similarly, in the event the Benefitted Properties are proposed and approved to be developed in a manner that results in an increased demand for or impact on the Improvements than reflected in the prorated shares herein, the County will amend the prorated shares accordingly and will collect amounts from the Benefitted Properties commensurate with the demands and impacts of the development actually approved. For Benefitted Properties within the County's jurisdiction, the County shall require payment of the prorated shares of the Reimbursable Costs as a condition of any discretionary entitlement or approval (whether administrative, quasi-judicial, or legislative) on which such a condition legally may be imposed, and payment shall be required prior to issuance of building permits. For properties in the County's jurisdiction, County will require Benefitted Properties to pay their prorated share of documented Reimbursable Costs as a condition of annexation. County shall not be required to reimburse Omni Land Development more money than it actually collects. Any amount of Reimbursable Costs County collects within a calendar quarter shall be sent to Omni Land Development within thirty (30) days following the end of such calendar quarter, subject to the provisions of Section 6b. All reimbursements shall be by check or warrant made payable to: Omni Land Development, LLC and mailed to [address] .

(b) If any owner or developer of one or more of the Benefitted Properties pays all or a portion of the Reimbursable Costs under protest, County shall not be required to make reimbursements under this Agreement until the limitation period under Government Code section 66020 for instituting court action to seek a refund of such funds paid under protest has passed, and no court action ("Action") has been instituted. If an Action is instituted seeking refund of funds paid under protest, or to prevent County from collecting such funds, or challenging any provision of this Agreement, County shall not pay such funds to Omni Land Development until the Action has been finalized and the authority of County to collect such funds and reimburse Omni Land Development has been sustained. County shall promptly notify Omni Land Development in writing of the Action. County shall reasonably support Omni Land Development's efforts to participate as a party to the Action, to defend the Action or settle the Action. Furthermore, County shall have the right to turn over the defense of the Action to Omni Land Development. If, within fifteen(15) days of County mailing a notice in compliance with Section 19 below requesting that Omni Land Development defend the Action, Omni Land Development fails to undertake

the defense of the Action at Omni Land Development's sole cost and expense, County may stipulate to return of the funds so paid under protest, to cease collecting such funds, or enter into any other settlement of the Action acceptable to County, and Omni Land Development shall lose any right to reimbursement under this Agreement of the amount contested in the Action. Omni Land Development shall reimburse County for its costs and attorneys' fees incurred in defense of the Action, including reasonable payment for legal services performed by the County's County Attorney, and for any liability County incurred in the Action, and such costs, fees and liability shall not be Reimbursable Costs. In addition, if County fails to impose a requirement upon development projects in proposed by owners or developers of the Benefitted Properties under Section 5 of this Agreement, to pay their respective prorated share of the Reimbursable Costs, as specified in Exhibit A or as determined by the Director of the Resource Management Agency, or fails to collect such funds, Omni Land Development may exercise all of its legal rights to collect such funds from the Benefitted Properties.

6. Bids for Installation of Improvements. In order to assure the Benefitted Properties that the costs of construction of the Improvements are reasonable, prior to commencing construction of the Improvements, Omni Land Development shall obtain at least three (3) non-collusive bids for construction of the Improvements, and provide copies to County. Omni Land Development is not required to accept any particular bid. However, when Omni Land Development provides County with evidence of actual costs under Section 9, Omni Land Development must provide an explanation of its reasons for selecting one of the higher bids if the difference between the bids is greater than 10% and/or above the engineer's estimate set forth in Exhibit A. County may require such explanation but may not delay reimbursement to question Omni Land Development's explanation. As part of the bid packages both contractor and Omni Land Development shall provide Non-Collusion Affidavits in a form approved by the County Attorney.

7. Proof and Due Date of Reimbursable Costs.

(a) At the time of contract award for each Improvement, County shall provide Omni Land Development and the contractor with a detailed description of the nature and extent of bills, invoices, contracts, and other documentary evidence necessary for reimbursement ("Documentation of Costs"). All submittals shall clearly show costs eligible for reimbursement pursuant to this Agreement. County shall approve Reimbursement Costs within sixty (60) days of receipt of Documentation of Costs unless additional information is requested pursuant to subsection b, as follows.

(b) If within sixty (60) days of submission of invoices and other documentation, County notifies Omni Land Development, in writing, that the additional documentation is required, Omni Land Development shall respond to such notice within sixty (60) days. If Omni Land Development complies with the request for additional documentation, County may request additional information only insofar as it relates to the additional documentation provided.

(c) If the Director disapproves any of Omni Land Development's claimed costs, the Director shall meet and confer with Omni Land Development to resolve the dispute. If the Parties do not meet to resolve the dispute within thirty (30) days of the Director's

invitation to meet and confer, the Director shall have ultimate authority to determine the amount subject to possible reimbursement.

(d) If final Reimbursable Costs should increase or decrease pursuant to change orders or other cost modifications allowed in this Agreement, the parties shall meet and confer within five days of Omni Land Development notifying the County of the change to reach agreement on allocation of costs and may be modified in accordance with this Agreement. Developer and the County Engineer, together, may approve a change order if the total Reimbursable Cost increase is Twenty-Five Thousand Dollars (\$25,000) or less and the net total of the change orders theretofore approved does not exceed the contingency amount. Developer and the County Manager together may approve a change order if the cost increase is One Hundred Thousand Dollars (\$100,000) or less and the net total of the change orders theretofore approved does not exceed the contingency amount. Any work directed by an inspector acting on behalf of the County or County or other individual overseeing the work shall be deemed an approved change regardless of cost, excluding work performed to repair substandard work or deficiencies.

8. Reduction of Reimbursable Costs by Other Reimbursements. Omni Land Development may enter into agreements with other property owners or developers of the Benefitted Properties or others, addressing Omni Land Development's right to reimbursement resulting from Omni Land Development's oversizing or construction of Improvements that will benefit development of those other properties. To the extent Omni Land Development enters into such agreements or receives payment or consideration from others for costs that are otherwise "Reimbursable Costs" under this Agreement, such payments or consideration will be credited against the Reimbursable Costs otherwise due Omni Land Development under this Agreement. Notwithstanding the foregoing, Omni Land Development has no obligation to attempt to pursue reimbursement from other property owners or developers of the Benefitted Properties.

9. Indemnification. Omni Land Development agrees to indemnify, defend and hold County, its officials, agents, employees and contractors, harmless from any expense, liability or claim for death, injury, loss, damage or expense (including attorney's fees and costs) to persons or property which may arise or is any way related to: County's attempt to collect the Reimbursable Costs pursuant to the terms of this Agreement, Omni Land Development's construction of the Improvements, or Omni Land Development's performance under this Agreement, or that of its contractors or agents; or from Omni Land Development's failure to pay prevailing wages for the construction of the Improvements or comply with applicable provisions of the Labor Code; or any litigation or Action under Section 6 or Section 7. Notwithstanding the foregoing, Omni Land Development shall have no duty to indemnify County for any expense, liability or claim for death, injury, loss, damage or expense to persons or property which may arise from the sole negligence or willful misconduct of County, officials, agents, employees and contractors. In the event Omni Land Development fails to provide such a defense to County, Omni Land Development shall be liable to the County for its attorney's fees and litigation costs incurred to defend itself beginning on the sixteenth (16th) day from the date of the County's notice and request for a defense.

10. Entire Agreement/Amendment. This Agreement represents the entire integrated agreement between the County and Omni Land Development regarding the private

reimbursement for the Improvements, and supersedes all prior negotiations, representations or agreements, either written or oral, but expressly does not supersede the letter agreement executed between the County and Omni Land Development on April 3, 2018 relating to the Transportation Impact Fee, LOVR Subarea Fee, and fee credits, the Development Agreement or any public Reimbursement Agreement. This Agreement may be amended only by a written instrument signed by both County and Omni Land Development.

11. Governing Law and Venue. The interpretation and implementation of this Agreement shall be governed by the law of California, except for those provisions preempted by federal law. However, the laws of the State of California shall not be applied to the extent that they would require or allow the court to use the laws of another state or jurisdiction. The parties agree that all actions or proceeding arising out of or relating to the Agreement shall be tried and litigated only in the County of San Luis Obispo or the United States District Court for the Central District of California.

12. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

13. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14. Notices. All notices, demands, invoices, or written communications to the parties required or permitted hereunder shall be in writing and delivered personally or by U.S. mail to the following addresses or such other address as the parties may designate in accordance with this section:

If to the County:

Tulare County RMA  
Attn: RMA Director  
5961 S. Mooney Blvd.  
Visalia, CA 93277

With Copies to:

Tulare County Counsel  
2900 W Burrel Ave.  
Visalia, CA 93291

If to Omni Land Development:

Omni Land Development LLC  
2348 W. Whitendale Ave. Suite D  
Visalia, CA 93277  
Attn: Samer Sabbah  
[westgatedevelopmentinc@gmail.com](mailto:westgatedevelopmentinc@gmail.com)  
[m](#)

With Copies to:

Rick Carlson, John F. Sherwood, Jr.  
Peterson Russell Kelly PLLC  
1850 Skyline Tower  
10900 NE 4th Street  
Bellevue, WA 98004



15. Interpretation/Ambiguity. This Agreement was negotiated by the Parties, with the advice and assistance of their respective counsel, and shall not be construed in favor of or against either Party, regardless of who may have drafted it or any of its terms. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

16. Assignment. Omni Land Development shall not assign, transfer or convey any of its rights, duties or obligations under this Agreement without the prior written approval of County. County shall not unreasonably withhold approval of any assignment. Any other assignment shall be null and void.

17. Authority to Execute. Both County and Omni Land Development do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date written above.

COUNTY OF TULARE

OMNI LAND DEVELOPMENT LLC, a  
California Limited Liability Company

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

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

ATTEST:

Name: Samir Sabbat

Title: President

By: \_\_\_\_\_  
County Clerk (SEAL)

*Approved as to Form:*

By: Matthew Pierce  
County Counsel

Exhibit A  
Reimbursement Costs and Allocations  
To be determined

## ACKNOWLEDGEMENT

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

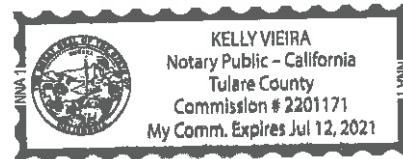
State of California,       )  
  )ss  
County of Tulare        )

On July 14, 2020, before me, Kelly Vieira, a NOTARY PUBLIC, personally appeared Samer Sabbah who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Kelly Vieira  
Notary Public



(This area for official notarial seal)

# **Attachment “2”**

**Planning Commission PPM 20-010 Resolution No. 9743**

BEFORE THE PLANNING COMMISSION

COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF TENTATIVE	)	RESOLUTION NO. 9743
PARCEL MAP NO. PPM 20-010	)	
FINAL MAP REQUIRED	)	
OMNI DEVELOPMENT GROUP	)	

Resolution of the Planning Commission of the County of Tulare accepting the common sense exemption as the appropriate environmental determination and recommending that the Board of Supervisors conditionally approve Tentative Parcel Map No. PPM 20-010, with a final map required, requested by Omni Development Group, 2348 Whitendale Avenue, Suite D, Visalia, CA 93277 (Agent: Yamabe & Horn Engineering, 2985 N. Burl Avenue, #101, Fresno, CA 93727), to divide 15.13-acres into eight (8) parcels (Parcel 1 = 6.55-acres, Parcel 2 = 0.80-acres, Parcel 3 = 0.45-acres, Parcel 4 = 0.71-acres, Parcels 5 & 6 = 0.49-acres, Parcel 7 = 2.13-acres, and Parcel 8 = 3.51- acres) in the C-2-MU (General Commercial with a Mixed-Use Overlay Combining Zone) Zone, on property located at 6670 Betty Drive [APNs: 075-340-026 (10.80-acres) and 027(4.33-acres)], in the unincorporated community of Goshen. Development Agreement No. DEV 20-001 has been submitted in conjunction with Tentative Parcel Map No. PPM 20-010.

WHEREAS, the Planning Commission has given public notice of the proposed tentative parcel map as provided in Section 7-01-2305 of the Ordinance Code of Tulare County, and

WHEREAS, a final map is required; and

WHEREAS, the Planning Commission considered the staff report and found the facts and findings contained therein to be essentially true and correct; and

WHEREAS, all attached exhibits are incorporated by reference herein; and

WHEREAS, on June 12, 2020, a Notice of Public Hearing by the Tulare County Planning Commission was duly published in the Visalia Times Delta, a newspaper of general circulation in Tulare County, to consider the proposed Project; and

WHEREAS, a public hearing was held and an opportunity for public testimony was provided at a regular meeting of the Planning Commission on June 24, 2020, and

WHEREAS at that meeting of the Planning Commission, public testimony was received and recorded from Samer Sabbah in support of the proposal and no one spoke in opposition to the proposal; and

WHEREAS, the Planning Commission reviewed said parcel map for conformity to the regulations contained in Sections 7-01-1000 to 7-01-2855 of the Ordinance Code of Tulare County.

NOW, THEREFORE, BE IT RESOLVED that this Commission hereby recommends that the Board of Supervisors adopt the following findings with regard to this matter:

1. The Planning Director has waived the requirement for a preliminary geological-hydrological report pursuant to Section 7-01-2295 of the Ordinance Code, on the grounds that soil and groundwater information is available.
2. The environmental determination is a Common Sense Exemption in accordance with the California Environmental Quality Act and the State Guidelines for the Implementation of the California Environmental Quality Act of 1970, pursuant to Title 14, Cal. Code Regulations Section 15061(b)(3). The use of the Common Sense Exemption is applicable and appropriate because there would be No Possibility of Significant Impact since the proposed land division will not make any physical changes to the environment. Instead, it will only establish imaginary lines on the ground.
3. The subject site is located within the Visalia Area Urban Boundary and the Goshen Urban Development Boundary. Figure 4 of the 2018 Update of the Goshen Community Plan designates the project site as Highway Commercial. The relevant General Plan Policies are: (1) AG-1.14 Right-to-Farm Noticing; (2) LU-1.10 Roadway Access; (3) AQ-1.5 California Environmental Quality Act (CEQA) Compliance; (4) AQ-4.2 Dust Suppression Measures; (5) AQ-3.6 Mixed Land Uses, and (6) HS-1.9 Emergency Access. Page 78 of the 2018 Update of the Goshen Community Plan states the following:

*"There is limited need for an expansion of commercial zoning. As there is limited discretionary income available from the community, new commercial uses will mostly rely on the regional and highway market for revenue potential. As such, there is limited potential for large local community serving commercial uses. New commercial uses will likely be highway oriented.*

*One potential highway commercial use is a gasoline/truckstop supercenter (e.g. Loves or Pilot). As Goshen is located near the intersection of Highway 99 and Highway 198, areas adjacent to the proposed Betty Drive interchange are an ideal location for such commercial use. In addition, there is not a gasoline/truckstop supercenter in the Goshen-Visalia area."*

The project site is not located within the Visalia Municipal Airport Area of Influence. The project is consistent with the 2018 Update of the Goshen Community Plan and the Tulare County General Plan 2030.

4. The project site is zoned C-2-MU (General Commercial with a Mixed-Use Overlay Combining Zone). Section 12.D.6 of the Zoning Ordinance requires a minimum parcel size of not less than 10,000 square feet. The proposed land division is consistent with



Section 12.D.6 since all of the parcels that are proposed are larger than 10,000 square feet in size.

Subsequent to the proposed land division, the applicant intends to develop a commercial truck stop with a convenience store, restaurants, and a hotel. Section 18.9.C of the Zoning Ordinance states: "Uses and activities that are found by the Planning Director to be similar to and compatible with those specific zoning districts are also allowed.

5. Access to the project site is direct from Betty Drive, Road 67, and Effie Drive (West Street).
6. Sewage disposal service is provided by the Goshen Community Services District and water services are provided by Cal Water Service. Per Tulare County Ordinance Section 7-01-2290, a will-serve letters from the CSD and Cal Water Service shall accompany the map, stating that adequate sewer service and adequate water are available and can be furnished to each lot.
7. The northern portion of the project site is located within an Area of Minimal Flood Hazard Zone X as shown on the National Flood Insurance Program, Flood Insurance Rate Map (FIRM), Map Number 06107C0910E, dated June 16, 2009. There are no development restrictions associated with Areas of Minimal Flood Hazard Zone X since these are areas determined to be outside the 0.2 percent annual chance floodplain.
8. The southern portion of the project site is located within the 0.2 Percent Annual Chance Flood Hazard Zone X as shown on the National Flood Insurance Program, Flood Insurance Rate Map (FIRM), Map Number 06107C0910E, dated June 16, 2009. Construction of buildings within a shaded Zone X (0.2 percent chance flood) require no specific flood mitigation measures; however, the Public Works Department recommends that all finished floor levels be elevated one (1) foot above adjacent natural ground.
9. The project site is not restricted by a California Land Conservation Act ("Williamson Act") contract.
10. The subject property is not within a State Responsibility Area (SRA).
11. The Planning Commission, after consideration of all evidence presented, found that approval of said parcel map will promote the orderly growth of the unincorporated portions of the County and will assure the health, safety, and welfare of the people of the County.
12. The Board of Supervisors, at their regular meeting of November 30, 2010, adopted by Resolution 2010-0927, a Notice of Intent to Collect Tulare County Public Facility Fees, also known as Developer Impact Fees. New Development may be subject to County Development Impact fees.

AND, BE IT FURTHER RESOLVED THAT:

A. This Commission recommends to the Tulare County Board of Supervisors that this project will not have a significant effect on the environment and that the project has been determined to qualify for the Common Sense Exemption consistent with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines pursuant to Title 14, Cal. Code Regulations, Section 15061(b)(3). The use of the Common Sense Exemption is applicable and appropriate because there would be No Possibility of Significant Impact since the proposed land division will not make any physical changes to the environment. Instead it will only establish imaginary lines on the ground.

B. This Commission recommends that the Tulare County Board of Supervisors approve Tentative Parcel Map No. PPM 20-010, subject to the following conditions:

**GENERAL CONDITIONS**

1. Failure to cause the recording of a final parcel map, an approved or conditionally approved tentative parcel map within two (2) years after the date of its approval or conditional approval shall cause the parcel map to expire, in accordance with the Tulare County Subdivision Ordinance. However, upon application by the owner or his authorized agent, the time at which the approval of final parcel map expires may be extended for a period or periods not exceeding a total of five years by the Planning Commission.
2. The applicant(s), at their sole cost and expense, shall defend, indemnify and hold harmless the County of Tulare, its agents, legislative body, officers or employees in any legal or administrative action, claim or proceeding concerning approval of PPM 20-010: or, at its election and in the alternative, shall relinquish such approval. The applicant(s) shall assume the defense of the County in any such legal or administrative action, claim or proceeding with legal counsel paid for in the entirety by the applicant(s), but subject to the County's reasonable approvals. The applicant shall also reimburse the County, its agents, its legislative body, officers or employees for any judgments, amounts paid in the settlements court costs and attorney's fees with the County, its agents, legislative body, officers or employees may be required to pay at court as a result of such action, claim or proceeding. The County may, at its sole discretion, participate at its own expense in the defense of any such action, claim or proceeding, but such participation shall not relieve the applicant(s) of their obligations under this condition.

**PUBLIC WORKS DEPARTMENT CONDITIONS** These conditions are required to be completed before recording of the parcel map or before the recording of the resolution for a waived parcel map, unless specified otherwise in the wording of the condition.

3. An access easement serving Parcels 4, 5, 6 and 7 shall be shown on the final map.
4. Curb, gutter, sidewalk and paveout is required to be constructed along the West Drive frontages of Parcels 1 and 8. The paveout shall consist of asphalt over aggregate base and is necessary to properly tie the curb and gutter into the existing pavement. The curb, gutter, sidewalk and paveout shall be constructed in accordance with the Tulare County



Improvement Standards. The design of the curb, gutter and paveout shall be submitted to the county for approval.

5. The applicant or the applicant's contractor shall obtain the necessary encroachment permits from the Tulare County Resource Management Agency before starting any construction within the right of way of a county-maintained road. The applicant may contract the Resource Management Agency – Encroachment Permit Section at 624-7000 for information on the requirements for encroachment permits in order to avoid unexpected delays. Improvements that typically require encroachment permits are drive approaches, curb and gutter, sidewalk, paveout and utilities.
6. The applicant shall make all necessary arrangements for the relocation of all overhead and underground public utility facilities that interfere with any improvements required to be constructed within the right of way of a county road. The applicant shall make necessary arrangements with the serving public utility company for the cost of relocating such facilities as no relocation costs will be borne by the county. The relocation of such facilities shall be completed before any encroachment permits will be issued for the construction of any improvements within the right of way of a county road.
7. The improvement requirement as identified in Condition No. 4 above is deferred until such time as building permits and certain other permits and certificates are issued as provided in Ordinance Code Section 7-15-1940 et seq.

#### **PLANNING CONDITIONS**

8. In accordance with Section 7-29-1070(a) of the Tulare County Ordinance Code, the content of the Right to Farm Notice (Exhibit "B") shall be placed in a prominent location on the final map for acknowledgment by the subdivider; or, the Notice itself shall be signed by the subdivider and recorded as a separate sheet to accompany the final map.
9. If, during construction or grading activities on the site, any resources of an historic or prehistoric nature are discovered, the applicant, his heirs and assigns shall ensure that all construction or grading is immediately ceased and the Tulare County Resource Management Agency Director is immediately notified of the discovery. Further development shall not continue until the Tulare County Resource Management Agency Director determines that appropriate and necessary recovery measures have been completed.
10. Development Agreement No. DEV 20-001 and Tentative Parcel Map No. 20-010 shall record simultaneously.

**ENVIRONMENTAL HEALTH SERVICE CONDITIONS**

11. A 'will-serve' letter will be required for provision of water service (California Water Service) and sewer service (Goshen Community Services District), for all proposed parcels.

**FIRE DEPARTMENT CONDITIONS**

12. Address shall be posted with 4" by 3" by ½" permanent numbers that are visible from the street.
13. Provide Fire Department 20' width all weather access in accordance with 2019 California Fire Code Appx. D and Tulare County regulations.
14. Any new commercial constructed in the future will have to meet 2019 or newer California Fire Code Appendix B requirements for fire flow.
15. Comply with Appendix C, 2019 CFC, for Fire Hydrant location and distribution.
16. Blue reflective markers shall be installed adjacent to Fire hydrant or Fire Department Connections. (NFPA 1142, sec. 8.4.7)

**CALTRANS CONDITIONS**

17. Caltrans anticipates the Tentative Parcel Map (PPM) 20010 will have no impact to the State Highway System.
18. Caltrans does anticipate that development of the eight (8) proposed parcels created by Tentative Parcel Map (PPM) 20010 potentially *may have an impact* to SR 99.
19. The parcel map application indicates that a proposed commercial truck stop with convenience stores, restaurants, and hotel is planned for this site, indicated as Phase 1 (Project development).
20. Caltrans anticipates that a portion of the vehicle trips generated by this Project development will have an impact to the SR 99/Betty Dr. interchange.
21. The application did not provide a site plan for the proposed Project development.
22. The application provides minimal information (# of parking spaces and # of employees) for the proposed Project development.
23. Caltrans request that Tentative Parcel Map (PPM) 20010 be conditioned with a site plan review, requiring any development on the existing site or the proposed eight (8) parcels be submitted to Caltrans for review prior to issuing building permits.


24. A new 20-foot wide Public Utility Easement (PUE) is proposed through the entire site along parcels 3, 4, 5, 6, 7 and 8 starting at Betty Drive and continuing north to West Drive/Effie Drive.
25. The tentative parcel map does not indicate location of access (driveways) to major roads for the proposed parcels.
26. Proposed parcels #1, #2 & #3 are located with direct access to Betty Drive.
27. Caltrans recommends that any future proposed driveway access to Betty Drive will need to be reviewed by Caltrans due to the proximity of the northbound SR 99 on-ramp intersection with Betty Drive.
28. Please note: Caltrans Highway Design Manual (HDM) - Index 504.8 requires Caltrans access control be preserved at 300 feet, in rural areas, from the ramp intersection.
29. Caltrans request that the proposed truck stop include the truck stop location, truck turning template, and circulation activity in the vicinity for review.
30. Caltrans request any future submitted site plans to our office include proposed driveway locations, access to major roads and detailed operational statements (ie: sf, fueling stations, parking, hours of operation, number of employees, number of vehicle trips, etc.) for each proposed use when available.

C. The Secretary of the Planning Commission is hereby directed to file this resolution and a site plan as Exhibit "A," for the record with the Recorder of the County of Tulare, pursuant to Section 7-01-2365.

The foregoing resolution was adopted upon motion of Commissioner Dias, seconded by Commissioner Aguilar, at a regular meeting of the Planning Commission on June 24, 2020 by the following roll call vote:

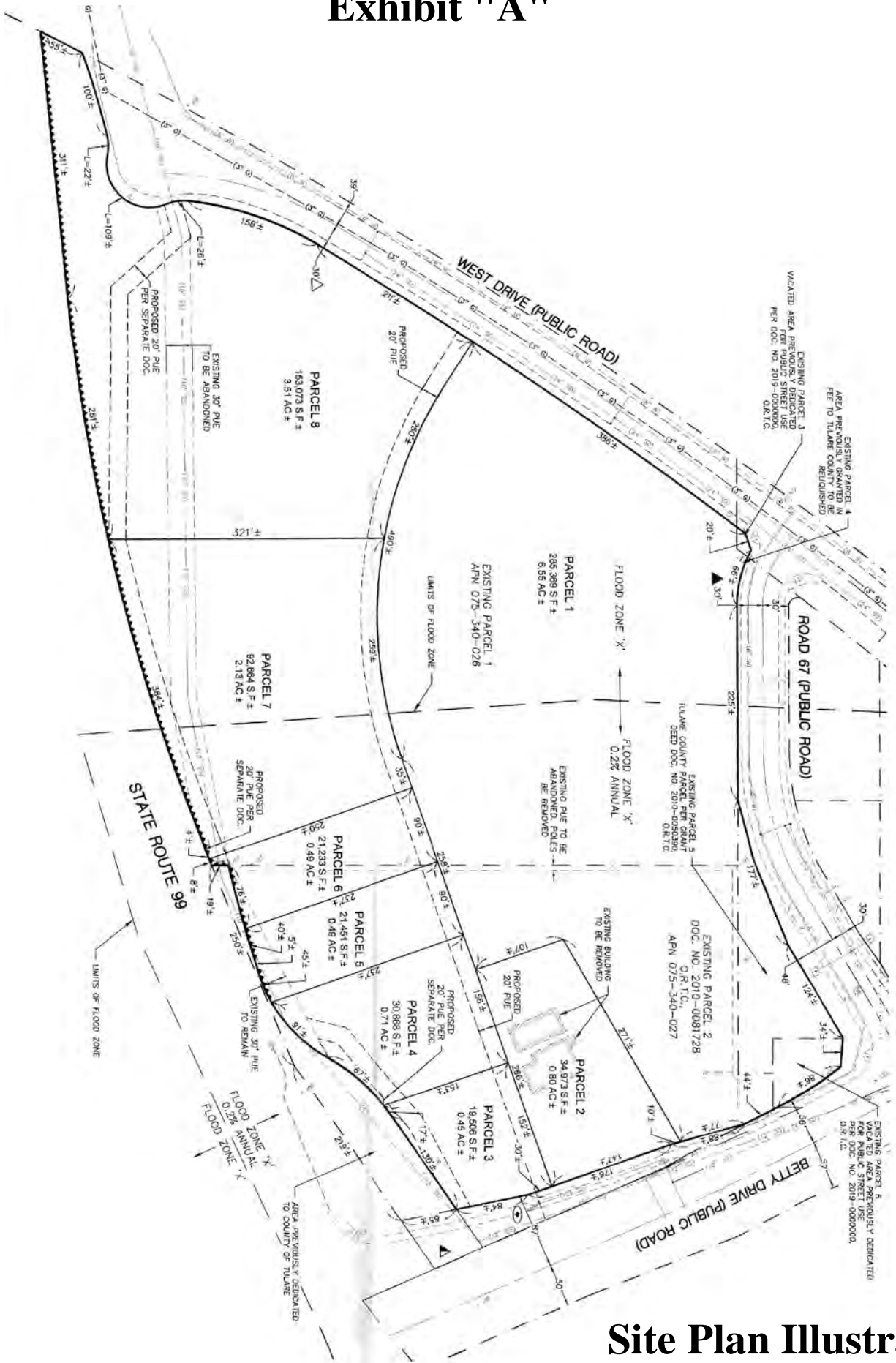
AYES:	Dias; Aguilar; McElroy; Whitlatch; Elliott; Millies
NOES:	None
ABSTAIN:	None
ABSENT:	Pearson

TULARE COUNTY PLANNING COMMISSION

  
\_\_\_\_\_  
Michael Washam, Secretary



# Exhibit "A"



# Site Plan Illustration

## PPM 20-010

## No Scale

Exhibit "B"

RIGHT TO FARM NOTICE

RE: Use Permit No. \_\_\_\_\_

or

Parcel Map No. PPM 20-010

or

Subdivision Map No. \_\_\_\_\_

or

Mining and Reclamation Plan No. \_\_\_\_\_

In accordance with Section 7-29-1070(a) of the Tulare County Ordinance Code; and as a condition of approval of the above-referenced use permit, parcel map, subdivision map or mining and reclamation plan, the undersigned hereby acknowledges that:

It is the declared policy of Tulare County to conserve, enhance and encourage agricultural operations within the County. Residents of property on or near agricultural land should be prepared to accept the inconveniences and discomfort associated with agricultural operations, including, but not necessarily limited to: noise, odors, fumes, dust, smoke, insects, operation of machinery (including aircraft) during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Consistent with this policy, California Civil Code Section 3482.5 provides that no agricultural operation, as defined and limited by that section, conducted and maintained for commercial purposes, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than three years if it was not a nuisance at the time it began.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

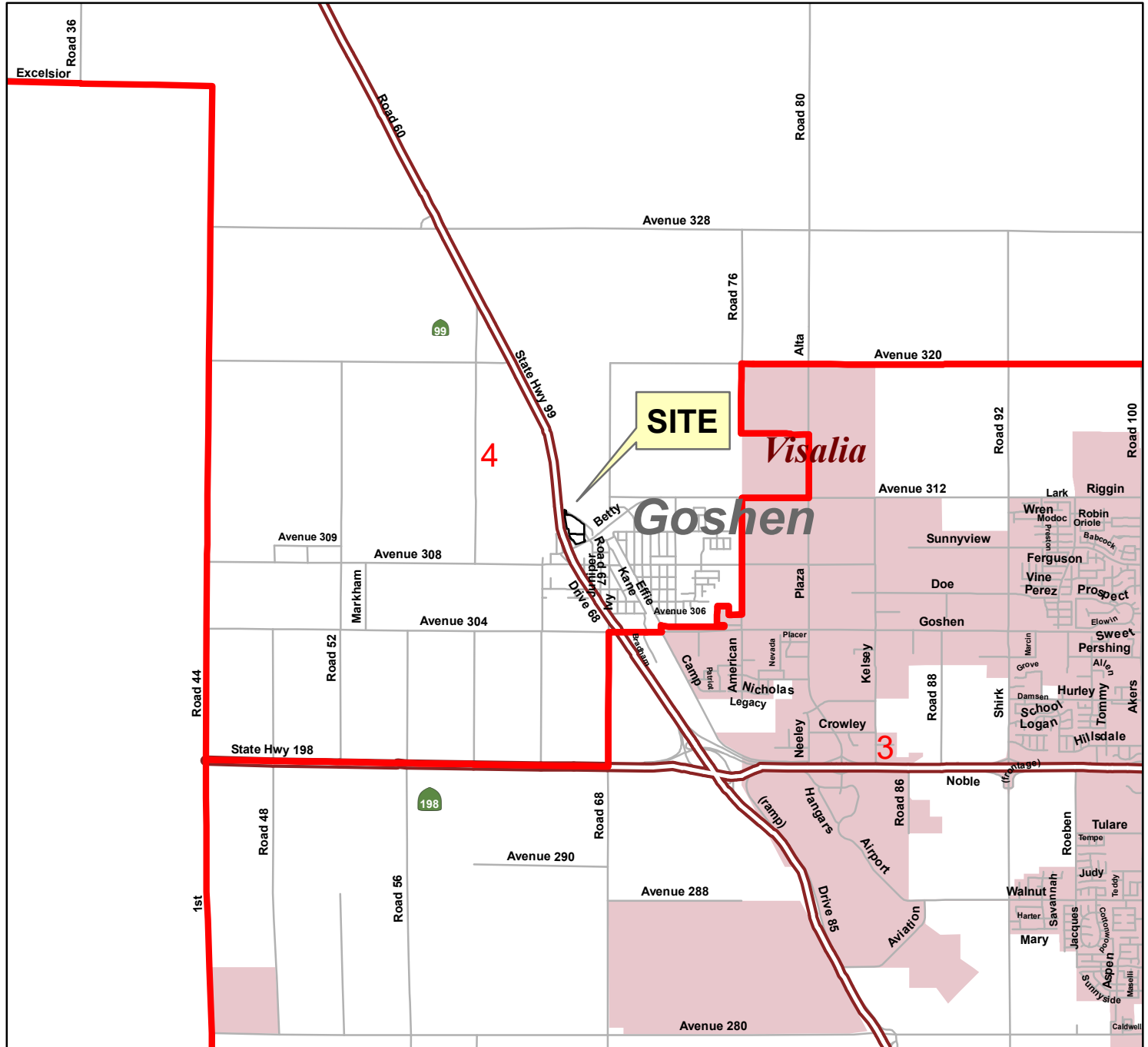
\_\_\_\_\_  
(Print Name)

# **Attachment “3”**

## **Maps and Graphics**



# Vicinity Map for DEV 20-001/PPM 20-010



Supervisorial District: 4

-  SITE
-  Supervisorial Districts

0 1 2 Miles







# Aerial Photograph for DEV 20-001/PPM 20-010



Owner: Visalia Travel Center, LLC  
Address: 935 Mae Carden  
City, State, ZIP: Visalia, CA 93291  
Applicant: Omni Development Group  
Agent: Yamabe & Horn Engineering  
Supervisory District: 4  
Assessors Parcel: 075-340-026 & 027

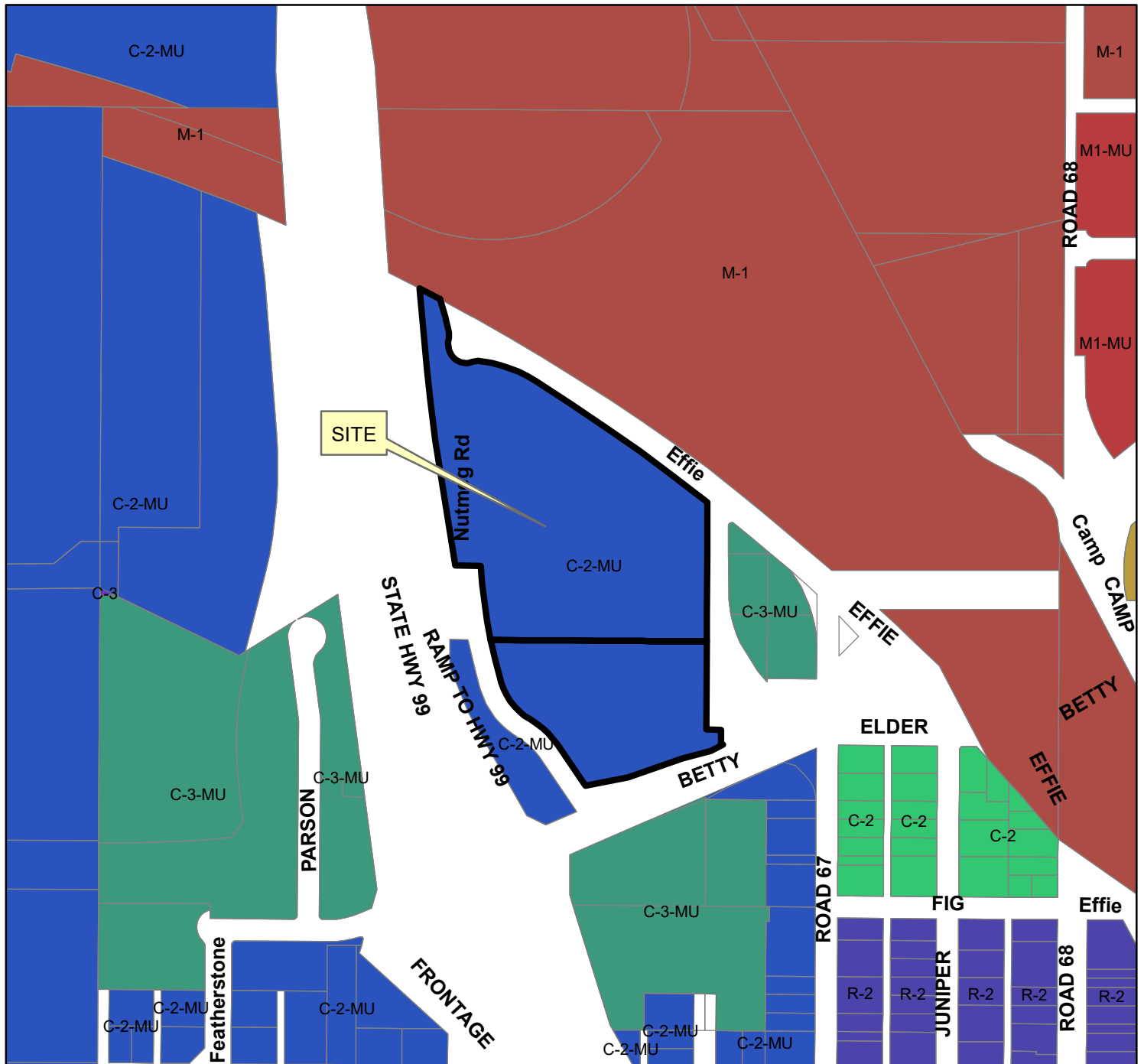
0 500 Feet







# Existing Zoning Map for DEV 20-001/PPM 20-010

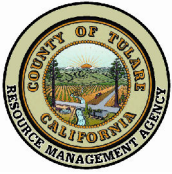


Owner: Visalia Travel Center, LLC  
Address: 935 Mae Carden  
City, State, ZIP: Visalia, CA 93291  
Applicant: Omni Development Group  
Agent: Yamabe & Horn Engineering  
Supervisorial District: 4  
Assessors Parcel: 075-340-026 & 027

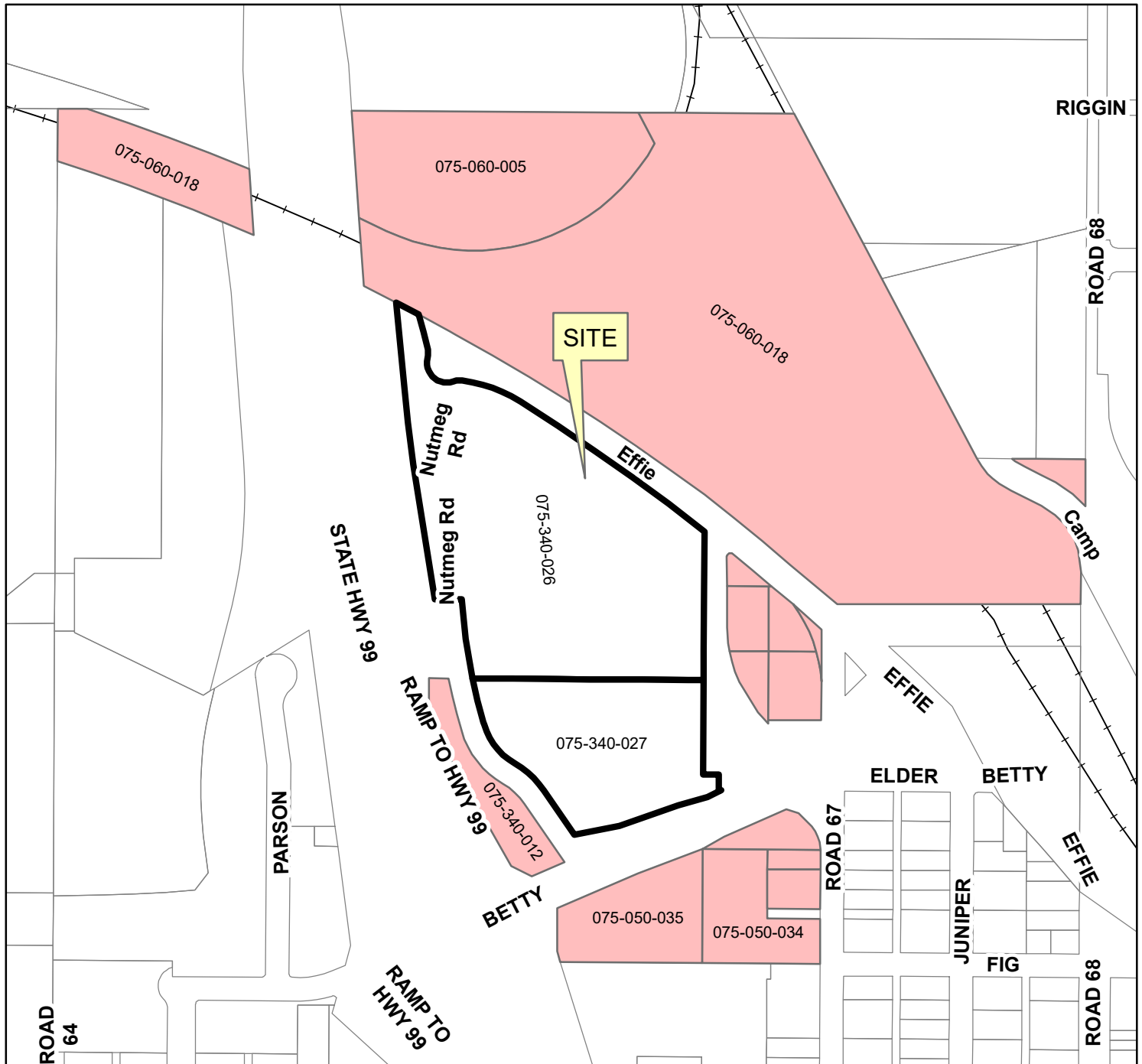
0 500 1,000 Feet

SITE	C-2	C-3-MU	R-2
Parcels	C-2-MU	M-1	R-2-MU
<b>ZONE</b>	C-3	M1-MU	








# Location and Property Ownership Map for Hearing Notification for DEV 20-001/PPM 20-010



Owner: Visalia Travel Center, LLC  
Address: 935 Mae Carden  
City, State, ZIP: Visalia, CA 93291  
Applicant: Omni Development Group  
Agent: Yamabe & Horn Engineering  
Supervisory District: 4  
Assessors Parcel: 075-340-026 & 027

0 500 1,000 Feet

 SITE  
 Prop within 300'  
 Parcels



# **Attachment “4”**

## **Notice of Exemption**

# Notice of Exemption

**To:**     ☐     Office of Planning and Research  
                                  1400 Tenth Street, Room 121  
                                  Sacramento, CA 95814

☒     Tulare County Clerk  
                                  Room 105, Courthouse  
                                  221 South Mooney Boulevard  
                                  Visalia, California 93291

**Lead Agency:**   Tulare County - Resource Management Agency  
                          5961 South Mooney Blvd.  
                          Visalia, CA 93277  
                          Ph: 559-624-7000  
                          Attn: *hguerra@co.tulare.ca.us*

**Applicant(s):**   Omni Development Group  
                          2348 Whitendale Avenue, Suite D  
                          Visalia, CA 93277  
                          Ph: 559-697-4858

*Date Filed with Tulare County Clerk*

**Activity/Project Title:** Development Agreement No. DEV 20-001/Tentative Parcel Map No. PPM 20-010

**Activity/Project Location:** The project sited is located at 6670 Betty Drive [APNs: 075-340-026 (10.80-acres) and 027(4.33-acres)], in the unincorporated community of Goshen.

**Activity/Project Location- Section, Township, Range:** Section 24, Township 18 South, Range 23 East, M.D.B. & M.

**Project Location - City:** N/A

**Project Location - County:** Tulare

**Description of Nature, Purpose, and Beneficiaries of Project:** Development Agreement No. DEV 20-001 that Omni Development Group construct and make contributions toward the cost of public improvements including building a right turn pocket, moving the existing signal, building an onsite detention basin to County standards, and contributing a 1/3 portion of the dual left turn pockets onto Road 67 from Betty Drive (subject to a reimbursement agreement), and to mitigate the impacts of development of the Project Site as such development occurs. Omni Development Group intends to build out an AM/PM and truck stop, truck repair facility, hotel, restaurant, fast food, drive-through and retail development. However, approximately ½ acre of land over which the owner wishes to develop is currently owned by the County. In exchange for the County to abandon and allow the developer to develop the property, the Developer will make County's improvements to Road 67 and Betty Drive, construct a detention basin on site, and contribute funds for Betty Drive improvements. Tentative Parcel Map No. PPM 20-010 proposes to divide 15.13-acres into eight (8) parcels (Parcel 1 = 6.55-acres, Parcel 2 = 0.80-acres, Parcel 3 = 0.45-acres, Parcel 4 = 0.71-acres, Parcels 5 & 6 = 0.49-acres, Parcel 7 = 2.13-acres, and Parcel 8 = 3.51- acres) in the C-2-MU (General Commercial with a Mixed-Use Overlay Combining Zone) Zone.

**Exempt Status:** (*check one*)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Common Sense Exemption: CEQA Guidelines (14 Cal. Code Regs. Section 15061 (b)(3)) (No Possibility of Significant Impact);
- ☐ Categorical Exemption: Title 14, Cal. Code Regulations Guideline § 15303, Class 3 pertaining to New Construction or Conversion of Existing Structures;
- ☒ Statutory Exemption: Section 15268 (b) (1) Ministerial Issuance of Building Permits and Section 15300.4.

**Reasons Why Activity/Project is exempt from CEQA:** The use of a Statutory Exemption is applicable and appropriate for Development Agreement No. DEV 20-001 because the proposed agreement is for infrastructure improvements. Traffic was already configured into the 2018 Goshen Community Plan. The use of the Common Sense Exemption is applicable and appropriate for Tentative Parcel Map No. PPM 20-010 because the proposed land division will not make any physical changes to the environment. Instead it will only establish imaginary lines on the ground.

**Name of Public Agency Approving Activity/Project:** County of Tulare Resource Management Agency

**Activity/Project Representative** Sandy Roper

Area Code/Telephone: (559) 624-7101

Signature: \_\_\_\_\_

Hector Guerra

Date: \_\_\_\_\_

Title: Chief Environmental Planner

Signature: \_\_\_\_\_

Reed Schenke, P.E.

Date: \_\_\_\_\_

Title: Environmental Assessment Officer

☒ Signed by Lead Agency

Date received for filing at OPR: N/A

Attachment “5”

Revised Ordinance

Attachment 5 Ordinance  
"Development Agreement"

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE FOR DEVELOPMENT AGREEMENT NO. DEV 20-001

THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE ORDAINS AS  
FOLLOWS:

Section 1. The Development Agreement attached hereto as "Exhibit A" and  
proposed between the County of Tulare and Omni Land Development LLC, designated  
DEV 20-001 is hereby approved.

Section 2. The Chair of the Board of Supervisors is authorized to execute the  
Agreement on behalf of the County of Tulare, and to take any such action with regard to  
such agreement as is necessary to carry this approval into effect.

Section 3. This Ordinance shall take effect thirty (30) days from the date of  
the passage hereof, and prior to the expiration of 15 days from the passage hereof, shall  
be published pursuant to California Government Code § 25124.

THE FOREGOING ORDINANCE was passed and adopted by the Board of  
Supervisors of the County of Tulare, State of California, on the \_\_\_\_ day of August,  
2020, at a regular meeting of said Board, duly and regularly convened on said day, by the  
following roll call vote:

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AYES:

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NOES:

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ABSENT:

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Supervisor Pete Vander Poel, District Two

Chairman, Board of Supervisors

ATTEST: Jason T. Britt

County Administrative Officer/Clerk

Board of Supervisors

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

Deputy Clerk



## **Attachment “6”**

### **Ordinance Summary for Publication**

## **SUMMARY OF OMNI DEVELOPMENT ORDINANCE**

On August 4, 2020, at 9:30 a.m., in the Board Chambers, located at 2800 West Burrell Avenue, in Visalia, California, the Tulare County Board of Supervisors (“Board”) will hold a public hearing to consider adopting an ordinance authorizing execution of Development Agreement No. DEV 20-001, with Omni Land Development, LLC (“Omni”).

If adopted, Omni will construct, to County standards, certain public improvements, including building a right turn pocket, moving an existing signal, building an onsite detention basin and mitigating the impacts of development on the project site throughout development. Omni will also contribute 1/3 of the total estimated cost of constructing dual left turn pockets onto Road 67 from Betty Drive (subject to a reimbursement agreement). The County owns approximately ½ acre of the land that Omni wishes to develop. This ½ acre includes portions of Nutmeg Drive (+/- 5,000 square feet on northeast corner of the intersection with Betty Drive and the on ramp to State Route 99 ) and of the “Elder Properties” (+/- 15,000 square feet on northwest corner of the intersection with Betty Drive and Road 67). If the ordinance is adopted, the County will transfer this property to Omni via quitclaim deed and approve and vest Omni’s development plan. In exchange, Omni will make the contributions and public improvements specified in the agreement.

If adopted, the Board of Supervisors shall also approve tentative Parcel Map No. PPM 20-010, submitted by Omni, which proposes to divide 15.13-acres into eight (8) parcels (Parcel 1 = 6.55-acres, Parcel 2 = 0.80-acres, Parcel 3 = 0.45-acres, Parcel 4 = 0.71-acres, Parcels 5 & 6 = 0.49-acres, Parcel 7 = 2.13-acres, and Parcel 8 = 3.51- acres) in the C-2-MU (General Commercial with a Mixed-Use Overlay Combining Zone) Zone, on the project site, located at 6670 Betty Drive [APNs: 075-340-026 (10.80-acres) and 027(4.33-acres)], in the unincorporated community of Goshen.

A complete description of all property described above is included in the full text of the proposed ordinance. Copies of the proposed ordinance can be obtained upon request to the office of the Clerk of the Tulare County Board of Supervisors, located at 2800 West Burrell Avenue, in Visalia, California, during normal business hours. A certified copy of the proposed ordinance shall be posted in the Clerk’s office at least five days prior to the hearing date and available for public inspection during normal business hours.