City of Santa Paula

Joint City Council/Planning Commission

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JOINT CITY COUNCIL/PLANNING COMMISSION SPECIAL MEETING OF THE SANTA PAULA JOINT CITY COUNCIL/PLANNING COMMISSION

MONDAY, JANUARY 29, 2024

6:30 PM - Joint City Council/Planning Commission Special Meeting

SANTA PAULA CITY HALL
970 VENTURA STREET
SANTA PAULA, CA 93060

JULIE LATSHAW, CITY CLERK
DAN SINGER, CITY MANAGER
MONICA CASTILLO, CITY ATTORNEY

BRINGING ITEMS BEFORE THE CITY COUNCIL

You are invited to participate in all Regular City Council meetings. Agendas are posted in the front of Santa Paula City Hall, 970 Ventura Street, Santa Paula, 72 hours in advance of the scheduled meetings. The City Council's regular meetings start at 6:30 p.m. the first and third Wednesday of each month in the City Hall Council Chambers located at 970 Ventura Street in Santa Paula. Special and Closed Sessions vary by date and time.

HOW TO PARTICIPATE IN PERSON DURING THE MEETING: If you wish to speak at a City Council meeting, please fill out a ***Public Comment Form*** noting your name and address and submit the form to the City Clerk. Include the Agenda item number you wish to speak on. Members of the public may address the Council on items on this agenda only. ***Public Comments are limited to 3 minutes.***

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit email correspondence on any agenda item by sending an email to cityclerk@spcity.org. All public correspondence received by three hours before the meeting date will be provided to the legislative body before the meeting. Public Comments received after, will be provided to the legislative body the next day.

Your Participation in this meeting is in the public domain; meetings are cablecast; minutes of this meeting will reflect your participation in this meeting and are posted on the city's website.

PLEASE NOTE: *Be advised that if you bring a legal challenge to an action, you may be limited to raising only those issues you or someone else raised at the meeting described in this Agenda, or in written correspondence delivered to the City Council at or before the meeting. Any action is subject to the ninety-day time period set forth in Code of Civil Procedure § 1094.6.*

*In compliance with the **Americans with Disabilities Act**, if you need special assistance to participate in this meeting, please contact the City Clerk at (805) 933-4208. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35, 102-35.104 ADA Title II). Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's office.*

SPECIAL MEETING - COUNCIL CHAMBER

1. **CALL TO ORDER**
   REMINDER: in order to minimize distractions during public meetings, all personal communication devices should be turned off or put in a non-audible mode.

2. **ROLL CALL**

3. **PUBLIC COMMENT**
   At this time, members of the public may comment on any item appearing on the agenda only. Individual Councilmembers or Commissioners may briefly respond to Public Comments or ask questions for clarification. **Public Comments are limited to three minutes.**

4. **STUDY SESSION - JOINT CITY COUNCIL AND PLANNING COMMISSION**

   4.A **EIR ADDENDUM FOR THE EAST AREA 1 PROJECT AND AMENDMENT NO. 3 TO THE DEVELOPMENT AGREEMENT (HARVEST AT LIMONEIRA PROJECT)**

   RECOMMENDATION:

   Staff recommends that the Planning Commission and City Council:

   1. Receive and file the staff report.

2. Provide feedback to staff.

Presented by: Various presenters

5. ADJOURNMENT

City Council adjourns. Meeting continues to Planning Commission only.

6. PUBLIC HEARING

- Verification of posting notice by City Clerk
- Declaration of conflicts (if any)
- Declaration of ex parte contacts (if any)
- Open public hearing
- Staff presentation
- Public comments
- Close public hearing
- Discussion and action

6.A EIR ADDENDUM FOR THE EAST AREA 1 PROJECT AND AMENDMENT NO. 3 TO THE DEVELOPMENT AGREEMENT (HARVEST AT LIMONEIRA PROJECT)

RECOMMENDATION:

Staff recommends that the Planning Commission:

1. Adopt Resolution No. 3858 recommending the City Council (i) approve Addendum No. 3 to the Final Supplemental Environmental Impact Report (EIR) associated with the East Area 1 Specific Plan Amendment No. 4 and Amendment No. 3 to the Development Agreement, and (ii) adopt an ordinance to approve Amendment No. 3 to the Development Agreement subject to City Council approval of East 1 Specific Plan Amendment No. 4.

City Council introduction of the ordinance would occur at a February 13, 2024 Special Meeting, and if there are no changes, second reading and adoption would occur on February 21, 2024. Staff intends to present the proposed East Area 1 Specific Plan Amendment No. 3 to the Planning Commission for recommendation to the City Council in February 2024, which would then be brought to the City Council for first reading in March 2024 and later for second reading and adoption in April 2024. These dates will depend on each decision-making body's actions.

PRESENTED BY: Various Presenters

7. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

I declare under penalty of perjury that I posted this Joint City Council/Planning Commission Special Meeting Agenda on the bulletin board near the front door of City Hall, 970 Ventura Street, Santa Paula, California.

On_____at_____Signed:_____

Julie Latshaw

City Clerk

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the Joint City Council/Planning Commission

From: Monica Castillo, City Attorney

Subject: EIR ADDENDUM FOR THE EAST AREA 1 PROJECT AND AMENDMENT NO. 3 TO THE DEVELOPMENT AGREEMENT (HARVEST AT LIMONEIRA PROJECT)

Date: January 29, 2024

Agenda Item: 4.A

RECOMMENDATION:

Staff recommends that the Planning Commission and City Council:

1. Receive and file the staff report.
2. Provide feedback to staff.

Presented by: Various presenters

BACKGROUND:

PROCEDURAL FACTS:

Limoneira Lewis Community Builders, LLC ("Developer" or "Applicant") has applied for a fourth amendment to the East Area 1 Specific Plan (hereafter, "EA1 SPA") and a third amendment to the current Development Agreement ("DA Amendment") for the planned community development known as the Harvest at Limoneira (hereafter, "Harvest"). DA Amendment negotiations have been under way for the last several months. Staff now seeks the input of the Planning Commission and City Council before proceeding with formal approval. Immediately after this study session adjourns, the Planning Commission will convene to consider recommending the City Council approve (1) an EIR Addendum for the amendments and (2) the DA Amendment subject to its approval of the EA1 SPA.

Since the first model opening in June 2019, Harvest has experienced a strong and steady demand for residential housing with 586 homes completed and occupied, and another 121 homes under construction to date. Throughout Ventura County, there is a lack of housing supply, including affordable new single family residential and multi-family. In contrast, commercial office and retail in Ventura County continue to experience insufficient demand due to increasing vacancy and rent concessions with no recovery forecasted in the near future. Within East Area 1 certain commercial and civic use areas have existing overlay zoning for residential and multi-family uses.

Due to the elementary school 10.3-acre site not being feasible for the school district and a lack of commercial use demand, the Developer is proposing to add 550 residential units consisting of 300 for rent multifamily units, and 250 for sale residential units across Phase I (Haun Creek Neighborhood) and II (Foothill Neighborhood). In August of 2022, Developer requested the additional 550 units and asked for the City Council's preliminary approval to move the process forward with the appointment of an Ad Hoc committee to assist staff in negotiations. On December 21, 2022, then-Mayor Sobel appointed then-Councilmembers Leslie Cornejo and Jenny Crosswhite to the new Development Agreement Negotiation Team Ad Hoc Committee.

The infrastructure to service East Area 1 has been oversized based on City requirements and has sufficient capacity to service the proposed 550 residential units. East Area 1 future development provides the residential housing in conformance with the land use zoning of the 2040 General Plan and is a critical source of future residential housing for the City of Santa Paula to meet the State- mandated future Housing Element requirements. Furthermore, if the proposed third amendment to the development agreement is approved, the Developer would pay $5.5 Million toward the offsite affordable housing project known as Rise Santa Paula, which is planned to generate units providing 45% (298 units) of the City's total unit requirement, 39% (40 units) of the City's Very Low Income requirement, and 103% (122 units) of the City's Low-Income requirement, for the current RHNA cycle.

ANALYSIS:

PROJECT OVERVIEW

East Area 1 Specific Plan Amendment

Approved East Area 1 Specific Plan (EA1 SP-3)

The East Area 1 Specific Plan (EA1 SP-3) was first approved by the City Council in 2008, and was later amended on January 2015 and November 2015. A land use map of the approved plan is attached as Attachment A.

As currently approved, the East Area 1 Specific Plan reserves approximately 80 acres in the northern portion of the Specific Plan area as open space; allows development of up to 1,500 residential units complemented by parks, schools, and other public facilities; and allows for a small amount of neighborhood commercial and business park uses. Primary access to the Specific Plan area is currently provided by Hallock Drive. Santa Paula Street will be extended from the west by a new bridge that will go over Santa Paula Creek to provide additional access in accordance with the approved Specific Plan.

The existing East Area 1 Specific Plan is organized by districts and neighborhoods. The Open Space District includes the open space and agricultural preserve areas in the northern portion of the Specific Plan area and open space buffer areas along Santa Paula Creek and Haun Creek on the western and eastern edges of the Specific Plan area, respectively. The Haun Creek and Foothill Residential Neighborhoods are located in the eastern portion of the Specific Plan area. The Santa Paula Creek Residential Neighborhood is located in the western portion of the Specific Plan area. In addition to these residential neighborhoods, the Specific Plan established a Civic District in the southwestern portion of the Specific Plan area that includes a 35-acre community park (Sports Park) and sites for school facilities, and the Hallock Center District along the southern edge of the Specific Plan area, where development of residential, commercial and business park uses are allowed.

To date, approximately 600 homes have been built in the Haun Creek Neighborhood and Hallock Center District. The first phase of the Sports Park located in the western portion of the Specific Plan area is currently under development. Since approval of the November 2015 Specific Plan Amendment, Santa Paula Unified School District determined the northern site in the Civic District reserved for development of an elementary school was no longer needed and residential development of this site with 121 of the previously approved 1,500 residential units was approved by the City.

Proposed East Area 1 Specific Plan Amendment (EA1 SPA)

The proposed EA1 SPA would amend the current East Area 1 Specific Plan and is referred to as the East Area 1 Specific Plan Amendment ("EA1 SPA"). The plan amendment is in response to the increased need for additional housing in Santa Paula and Ventura County. An associated amendment to the approved Development Agreement, which amendment is described further below, is also proposed. In addition, recent plans for commercial and business park development within the City's 95-acre East Gateway planning area, located immediately south of the East Area 1 Specific Plan area has reduced the demand for commercial and business park uses in the East Area 1 Specific Plan area. The below table shows the proposed EA1 SPA land uses in comparison to the approved land uses.

EAST AREA 1 LAND USE SUMMARY

Land Use	Approved[a]			Proposed[b]			Change
	acres	units/size	du/ac	acres	units/size	du/ac	
Residential							
Haun Creek Neighborhood/Hallock Center East (Phase I)	86.2	632 du	7.3	86.2	707 du	8.2	75 du
Foothill Neighborhood (Phase II)	98.0	492 du	5.0	98.0	554 du	5.7	62 du
Santa Paula Creek Neighborhood (Phase III)	50.0	376 du	7.5	50.0	489 du	12.2	113 du
Hallock Center West (Phase I)	0	0 du	0	17.9	300 du	16.8	300 du
Subtotal	*234.2*	*1,500 du*	*6.4*	*252.1*	*2,050 du*	*8.1*	*550 du*
Commercial/Industrial							
Light Industrial – Hallock Center West	13.5	25,000 sf	-	0	0 sf	-	-25,000 sf
Commercial – Hallock Center West	4.4	215,000 sf	-	0	0 sf	-	-215,000 sf
Subtotal	*17.9*	*240,000 sf*	-	*0*	*0 sf*	-	*-240,000 sf*
Civic/Institutional							
Schools – Civic District[c]	19.2	-	-	8.3	-	-	-10.9 ac
Fire – Hallock Center District	1.0	-	-	1.5	-	-	0.5 ac
Subtotal	*20.2*	-	-	*9.8*	-	-	*-10.4 ac*
Open Space, Parks, and Agriculture							
Public Athletic Fields (OS-3)	37.8	-	-	37.8	-	-	0 ac
Parks/Greenways (OS-2)	55.2	-	-	55.2	-	-	0 ac
Open Space Preserve (OS-1)	77.3	-	-	77.3	-	-	0 ac
Agricultural Preserve (AG)	55.0	-	-	55.0	-	-	0 ac
Subtotal	*225.3*	-	-	*225.3*	-	-	*0 ac*
TOTAL	**497.6**			**497.6**			**0 ac**

Notes:

a – Approved land uses as defined in 2015 East Area 1 SP SEIR

b – Proposed land uses as defined in the 2024 Draft Proposed East Area Specific Plan SP-3

c – Reflects Santa Paula Unified School District previously declining use of one of two available school sites and prior City approval of residential units on this site.

Attachment B identifies the approved tentative tract maps and shows existing and planned development within the Specific Plan Area. The proposed amendment to the East Area 1 Specific Plan would increase the number of housing units allowed within the Haun Creek, Foothill and Santa Paula Creek Neighborhoods and Hallock Center District by 550 units from 1,500 to 2,050 units, as shown in Attachment B. The 2,050 units includes 1,750 single family units and potentially 300 rental units (150 duplexes).

Assisted living units would no longer be developed. The 19.2 acres reserved for development of school facilities by the Santa Paula Unified School District (SPUSD) would be reduced to a 8.3-acre site due to the SPUSD decision not to use the site for a school. No changes to the approximately 225 acres of park and open space areas defined in the Approved Specific Plan are proposed. The number of acres provided for the Community Park (Sports Park) and neighborhood parks would also remain the same.

Development Agreement Amendment No. 3

Approved Development Agreement

On February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement to govern development of Harvest ("Development Agreement"). The development would include up to 1,500 residential units, approximately 240,000 square feet of office, retail, light industrial and assisted living facilities, approximately 19 acres for educational and other civil facilities, and approximately 223 acres of undeveloped land, including open space and agricultural preserves, parks and greenways. On September 21, 2015, Developer became the successor in interest to the rights, duties and obligations of the Limoneira Company pertaining to the Development Agreement.

On March 18, 2020, the City and the Developer entered Amendment No. 1 to the Development Agreement ("Amendment No. 1") amending Section 3.1.1(a) of the Development Agreement to provide for an extension of the timeframe within which to complete construction of the Santa Paula Creek Sports Park.

On April 21, 2021, the City and Developer again amended the Development Agreement ("Amendment No. 2") to, among other things, modify Section 3.3.2 to require that certain traffic improvements be completed prior to issuance of the 750th certificate of occupancy within the Project, including the improvements to the intersection of State Route 126 and Hallock Drive specified in Mitigation Measure T-1 (the "SR 126/Hallock Improvements"), and to modify the parties obligations with respect to Public Benefit Housing.

Addenda and operating memoranda have also been executed throughout the years to clarify and interpret the Development Agreement terms, as permitted by the Development Agreement.

Proposed Amendment No. 3 to Development Agreement (Amendment No. 3)

The proposed Amendment No. 3 to the Development Agreement ("Amendment No. 3") is necessary to implement the East Area 1 Specific Plan Amendment's addition of 550 residential units. (See Attachment C.) Proposed Amendment No. 3 was the result of extension negotiations between the City and Developer, including input from an ad hoc committee of the City Council, comprised of then-Councilmembers Cornejo and Crosswhite. Considerable credit was granted for public infrastructure and utilities constructed by the Developer as part of the original 1500-home project. Instead, the focus of negotiations was placed on completion of the regional sports park and on affordable housing.

As a result of those negotiations, the parties agreed to the following key terms in exchange for the 550-unit increase:

Santa Paula Creek Sports Park

Except for turf and irrigation features, Phase 1 of the Sports Park would be completed and accepted by the City no later than March 15, 2024. The turf and associated irrigation for Phase 1 is currently inadequate and will likely not be ready for acceptance until after March 2024. Developer would pay up to $200,000 toward Phase 1 turf and irrigation and would continue to work alongside City to establish turf and irrigation satisfactory to the City. In addition, Developer has agreed to waive City's reimbursement of up to $850,000 that Developer incurred in the construction of Phase 1 in excess of Developer's agreed contribution to the Sports Park of $6,000,000 (as adjusted for inflation) plus Developer's payment of the additional Joint Civic Facilities in Lieu Fee of $5,000.000 that was allocated to the Sports Park.

In addition to the contributions described above, Developer would pay up to $4,000,000 for supplemental sports park improvements. Phase 1 supplemental improvements include, for example, overhead lighting, a pickle ball court, and a restroom/concession building. Construction of the supplemental improvements would begin 120 days after the effective date of Amendment No. 3 or the City's approval of plans for the supplemental improvements, whichever occurs later.

In addition, the City would use Community Facilities District (CFD) No. 1 bond proceeds to reimburse the Developer for the roughly 37 acres of sports park land that had been dedicated to the City under the original Development Agreement. The land is to be valued at $300,000/acre, which is the cost specified in the City's 2016 Development Impact Fee (DIF) Study. If there are insufficient funds in CFD bond proceeds to fully reimburse the Developer for the park land dedication and other eligible Public Facilities (as defined in the amendment), the City will not be responsible for the unreimbursed amount.

Water Rights

For final tract maps recorded this year and after, the amendment would require Developer to transfer groundwater production rights equivalent to demand rates set forth in the current East Area One Potable Water System Master Plan (PWMP). The Developer must perform a water use study and monitoring program one year after the issuance of the last certificate of occupancy for each final map to determine the actual per capita water use for the residential users within Harvest. Depending on the actual per capita residential water use rate, Developer must transfer additional rights to the City if actual use exceeds the 64 gpd rate or the City must

credit water rights to the next final tract map if the actual per capita use rate is below 64 pgd. A maximum amount of water rights will be determined based on an updated PWMP.

Traffic Circulation Infrastructure

The Developer must complete the following traffic improvements according to the specifications and milestones indicated:

1. Santa Paula Creek Bridge will be completed as required by the Ventura County Fire District (VCFD).
    a. Start construction within 12 months after receiving all required permits and plan approvals, and subject to the Army Corps of Engineers 408 permit restrictions which allow work in the Santa Paula Creek only during the dry season (May – September).
    b. Complete. No building permits or certificates of approval will be issued beyond the first 1,261 units approved through Phase II (Foothill Neighborhood) until the bridge is substantially completed and available for emergency access use.
    c. Before starting construction and issuance of the first building permit in the Foothill Neighborhood, enter into an offsite improvement agreement with the City to secure timely completion of the bridge and provide a performance bond in the approximate amount of $11,000,000. A draft form of the improvement agreement is attached as Exhibit K to the proposed Amendment No. 3. The final improvement agreement will go before the City Council for approval in February, and it should be noted that certain terms in the form improvement agreement attached as Exhibit K continue to be negotiated (e.g. bond amount, liquidated damages, and use of eminent domain).
    d. Developer will use good faith and commercially reasonable efforts to construct an additional temporary emergency access connecting the Harvest project to E. Telegraph using Dike Road and/or Texas Lane. When this access road is complete, an emergency access easement will be granted to VCFD, City, and Ventura County Watershed Protection District.
2. Before or concurrent with the Santa Paula Creek Bridge completion:
    a. Install a traffic signal and reconfigure the intersection of 12th Street and Santa Paula Street.
    b. Reconfigure and widen intersection of Ojai Road (SR-150)/10th Street and Santa Paula Street.
    c. Reconfigure the intersection of Palm Avenue and Santa Paula Street.
3. Before the 1000th Certificate of Occupancy, widen and reconfigure the intersection at SR-126 and Hallock Drive.

Development Impact Fees

For each unit in excess of the first 1500 units in the East Area 1 project site, Developer will pay the following development impact fees.

<u>Police Facilities</u>

A fee of $1,818 per unit (or $1,000,000 total) toward the completion of the Police Station upgrade and expansion.

Civic Facilities

A fee of $636 per unit (or $350,000 total) to help fund City Hall and Corporate Yard renovations.

Library Facilities

A fee of $2,180 per unit (or $1,200,000 total) for the expansion of City library facilities.

Traffic and Circulation Improvements

A fee of $2,000 per unit to fund circulation and beautification improvements on Telegraph Road between Hallock Drive and 12th Street.

Bike Trail Extension Project

A fee of $1,000 per unit (or $550,000 total) to fund the proposed extension of the existing bike trail adjacent to the railroad tracks out to the Sports Park. This is a new term in the Development Agreement.

Wastewater Facilities

A sewer connection fee of $780 per unit (or $429,000 total) and a wastewater facilities fee of $4,127.34 per unit for the 1501st through 1750th unit. Developer will be exempt from the wastewater facilities fee for the last 300 units (the 1751st through 2050th unit) based on credit for wastewater facilities fees already paid/required under the existing Development Agreement terms.

Public Benefit Housing

For each unit in excess of the first 1500 units in the East Area 1 project site, Developer would pay $500 per unit (or $275,000 total) into the Down Payment Assistance Fund. The Down Payment Assistance Fund is intended to offset the down payment on a home either within the Harvest project or outside the project but within the city limits. Homebuyers must apply to the City's Public Housing Program to receive funds. The program gives priority in the following order (i) public safety employees employed by the City, (ii) other employees of the City whose tenancy furthers the inclusionary housing goals of the City, (iii) public school teachers, (iv) other governmental employees whose employment necessitates residence in the City, (v) employees of hospitals located within the City, and (vi) any other qualified participants. Recipients must earn a gross annual income that does not exceed one hundred fifty percent (150%) of the Ventura County median household income. Funds are available until exhausted.

Inclusionary Housing

Instead of providing affordable housing units within the Harvest, Developer would make the following contributions to the City's Affordable Housing Trust Fund (AHTF) to construct affordable housing. For the first 1500 units, Developer would pay $6,500.000 into the AHTF for each market rate unit pursuant to the terms of the existing Development Agreement. For the additional 550 units, Developer would pay $5,500,000 into the AHTF to help finance Rise Santa Paula, a pending affordable housing project to be located at 18004 E. Telegraph Road.

Should the City not finance Rise Santa Paula for any reason, Developer would (i) contribute a total of $5,500,000 plus an annual increase of $400,000, per year, commencing on January 1, 2025, up to a maximum payment of $8,250,000 to the AHTF to be used for an alternative offsite rental housing development of at least 50 very-low and low-income units, as determined by City (a “Replacement Project Contribution”). If no Replacement Project Contribution has been made prior to issuance of the 1,501st certificate of occupancy, Developer would pay an in lieu fee to the AHTF of $15,000 per unit prior to issuance of each certificate of occupancy.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

Att A - Approved EA1 Land Use Map
Att B - Proposed Add'l Units Layout
Att C - Development Agreement Amend. No. 3



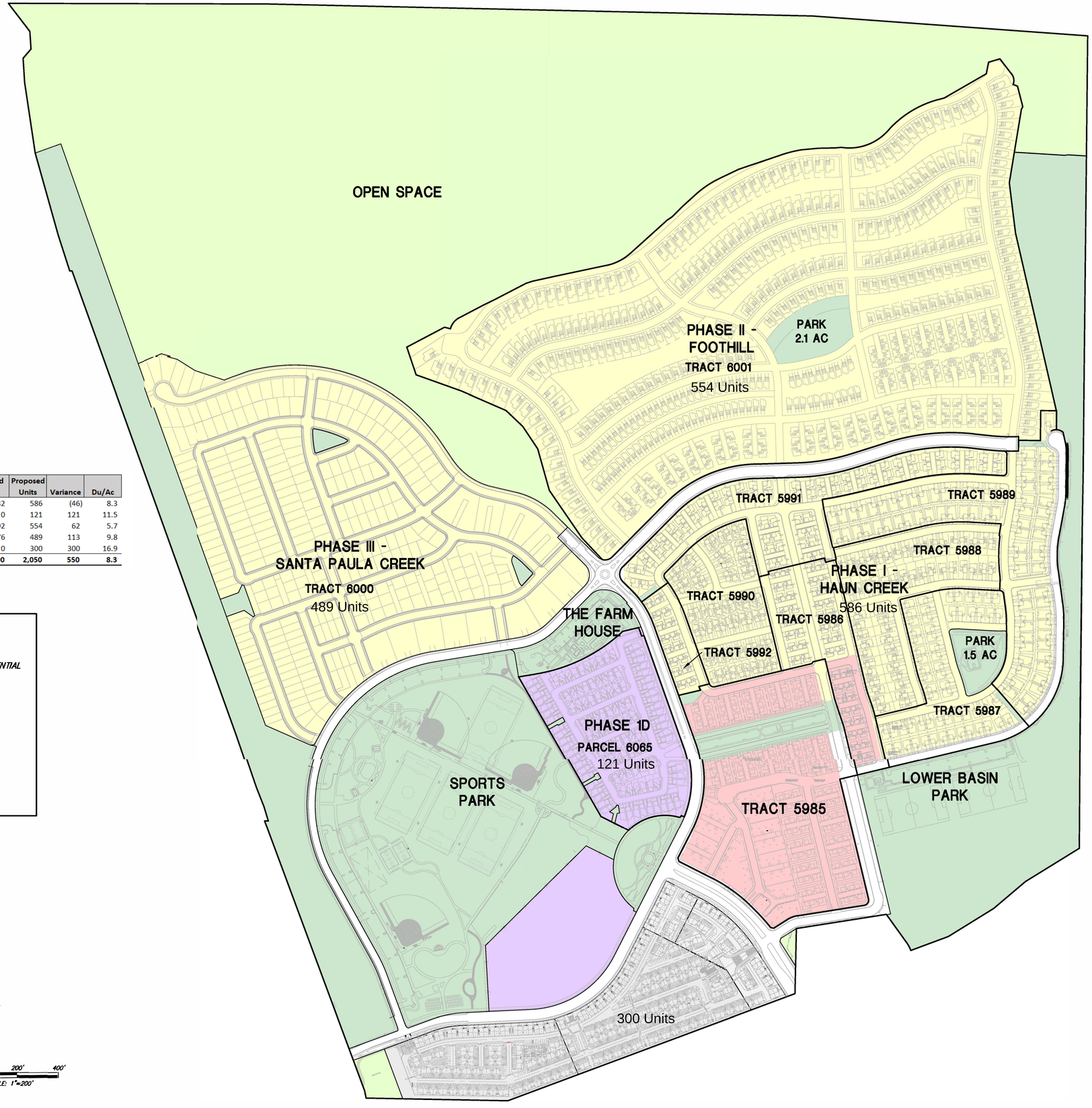
FIGURE **2-1**

Approved Land Use Plan

Area	Acres	Approved Units	Proposed Units	Variance	Du/Ac
Phase I - Haun Creek / Hallock	71	632	586	(46)	8.3
Phase I - Elementary School Site	11	0	121	121	11.5
Phase II - Foothill	98	492	554	62	5.7
Phase III - Santa Paula	50	376	489	113	9.8
Commercial - Hallock	18	0	300	300	16.9
Total	**247**	**1,500**	**2,050**	**550**	**8.3**

LAND USE DATA

- *HALLOCK CENTER*
- *NEIGHBORHOOD RESIDENTIAL*
- *COMMERCIAL*
- *CIVIC – SCHOOL*
- *OPEN SPACE – AG*
- *OPEN SPACE – PARK*



200' 100' 0' 200' 400'

GRAPHIC SCALE: 1"=200'

HARVEST

– AT LIMONEIRA –

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Santa Paula
970 Ventura Street,
Santa Paula, California 93060
Attn: City Clerk

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

AMENDMENT NO. 3 TO THE FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

This Amendment No. 3 to the First Amended and Restated Development Agreement (the "Third Amendment"), dated March___, 2024 for reference purposes only, is made by and between the CITY OF SANTA PAULA, a California municipal corporation ("CITY"), and LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("DEVELOPER"), and with reference to the following facts and objectives:

R E C I T A L S

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Original Development Agreement") for developing the area commonly known as "East Area 1." On or about September 21, 2015, Developer became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement;

B. On March 18, 2020, Section 3.1. l(a) of the Original Development Agreement was amended to provide for an extension of the timeframe within which to complete construction of the Santa Paula Creek Sports Park ("Amendment No. 1");

C. On April 21, 2021, the City and Developer again amended the Original Development Agreement ("Amendment No. 2") to, among other things, modify Section 3.3.2 to require that certain traffic improvements be completed prior to issuance of the 750th certificate of occupancy within the project, including the improvements to the intersection of State Route 126

and Hallock Drive specified in Mitigation Measure T-1 (the "SR 126/Hallock Improvements"), and to modify the parties obligations with respect to Public Benefit Housing. The Original Development Agreement and Amendment Nos. 1 and 2, as clarified and supplemented with all Operating Memoranda executed by the parties as of the Effective Date of this Third Amendment, are collectively referred to herein as the "Development Agreement";

D. In conjunction with this Third Amendment, the Developer is applying for an amendment to the Amended Specific Plan SP-3 ("SP Amendment No. 4") and Addendum No. 3 to the EAO EIR, which revises the permitted uses on the Project Site to remove the previously approved 25,000 square feet of light industrial uses, to reduce the land designated for civic/institutional uses from approximately 20.2 acres to approximately 8.3 acres and to allow an additional 550 residential uses, with potentially up to 300 of the total 2,050 units designated for for-rent, multi-family housing.

E. The purpose of this Third Amendment is to, among other changes, revise the mix of allowed uses to increase the maximum number of residential units within the Project Site by 550 units for a total of 2050 units consistent with SP Amendment No. 3, and to revise the Development Agreement to address these additional units.

In consideration of the foregoing and pursuant to Section 10.1.2 of the Development Agreement, the Development Agreement is hereby further amended as follows:

AGREEMENT

1. **New Exhibits; Operating Memoranda.**

A. The below listed Exhibits A-1 through E ("Original Exhibits") are attached to and incorporated into the Development Agreement:

Exhibit A-1: Map of East Area 1
Exhibit A-2: Legal Description of Project Site
Exhibit B: Location of Proposed Mitigation Parcels
Exhibit C: Development Agreement - East Area 1 Specific Plan Public Benefits
Exhibit D: Operating Memorandum No. 2
Exhibit E: Resolution No. 6230 Exhibit "A" (Summary of Development Impact Fees by Type of Fee)

The following exhibits to this Third Amendment ("New Exhibits") are hereby added to the Development Agreement. The New Exhibits are incorporated into or else supplement the Development Agreement.

Third Amendment Exhibit	**New Lettered Exhibit to Development Agreement**

Exhibit A: Supplemental Sports Park Improvements	Exhibit F: Supplemental Sports Park Improvements
Exhibit B: Sports Park Implementation Agreement	Exhibit G: Sports Park Implementation Agreement
Exhibit C: First Amendment to Sports Park Implementation Agreement	Exhibit H: First Amendment to Sports Park Implementation Agreement
Exhibit D: Sports Park Phase 1 Punch List	Exhibit I: Sports Park Phase 1 Punch List
Exhibit E: Operating Memorandum No. 3	Exhibit J: Operating Memorandum No. 3
Exhibit F: Operating Memorandum No. 4	Exhibit H: Operating Memorandum No. 4
Exhibit G: Operating Memorandum No. 5	Exhibit I: Operating Memorandum No. 5
Exhibit H: Operating Memorandum No. 6	Exhibit J: Operating Memorandum No. 6
Exhibit I: Operating Memorandum No. 7	Exhibit K: Operating Memorandum No. 7
Exhibit J: Operating Memorandum No. 8	Exhibit L. Operating Memorandum No. 8
Exhibit K: Form of Offsite Improvement Agreement	Exhibit M: Form of Offsite Improvement Agreement

In the event of a conflict between the New Exhibits and the Original Exhibits, the New Exhibits will control.

B. Operating Memoranda Nos. 3-8 attached to this Third Amendment as Exhibits E through J, respectively, are hereby added as addenda to the Development Agreement pursuant to Section 10.1.1 of the Development Agreement.

2. **Revisions to Article 2.** Article 2 (Description of the Project) of the Development Agreement is amended as follows:

A. Section 2.1 of the Development Agreement is amended in its entirety to state as follows:

"2.1 In General. The term "Project" means the development of the Project site as described in the "Project Approvals" (defined in Section 2.2 below). Without limiting the foregoing, the Project includes up to 2,050 total residential units, approximately 8.3 acres for educational facilities (future elementary school site), and approximately 225.3 acres of park, green space, open space, and agricultural land."

B. Section 2.2 of the Development Agreement is amended to add the following sentence at the end of the section:

> "Project Approvals also mean and include the 2024 amendment to the Amended Specific Plan SP-3 ("SP Amendment No. 4") and Addendum No. 3 to the East Area One (EAO) EIR, which revises the permitted uses on the Project Site to remove the previously approved 25,000 square feet of light industrial uses, to reduce the land designated for civic/institutional uses from approximately 20.2 acres to approximately 8.3 acres, and to allow an additional 550 residential uses, with potentially up to 300 of the total 2,050 units designated for for-rent multi-family housing."

3. **Revisions to Article 3.** Article 3 (Public Benefits) of the Development Agreement is amended as follows:

A. The following new subdivision (b) is hereby added to Section 3.1.1 (Community Parks) of the Development Agreement:

"(b) Additional Santa Paula Creek Sports Park Improvements. In addition to the park improvements specified in Section 3.1.1(a) above (as modified by the Sports Park Implementation Agreement, dated March 17, 2021 and attached hereto as Exhibit B, and the First Amendment thereto, dated January 6, 2023 and attached hereto as Exhibit C) (together, the "Sports Park Implementation Agreement") which improvements are expected to be completed by Developer and turned over to the City in Spring 2024 ("Sports Park Phase 1"), Developer shall construct the additional improvements set forth in Exhibit A in accordance with improvement plans developed in cooperation with Developer and approved by City (the "Supplemental Sports Park Improvements"). Notwithstanding any contrary provision in the Sports Park Implementation Agreement, as amended, Developer's costs for constructing the Supplemental Sports Park Improvements shall not exceed a total of Four Million Dollars ($4,000,000), although City may request, and Developer must construct, additional improvements at City's cost, which shall be paid according to the process and procedures set forth in the Sports Park Implementation Agreement. Developer shall commence construction of the Supplemental Sports Park Improvements within 120 days following the later to occur of (i) the Effective Date of Amendment No. 3 to the First Amended and Restated Development Agreement (the "Third Amendment"), and (ii) City approval of the improvement plans for the Supplemental Sports Park Improvements."

B. The following new subdivision (c) is hereby added to Section 3.1.1 (Community Parks) of the Development Agreement:

"(c) Santa Paula Creek Sports Park Phase 1 Improvements Acceptance and Excess Costs. Upon completion of the outstanding punch list items on Exhibit I, other than items 2 – 4 concerning inadequate turf and irrigation establishment, and in no event later than March 15, 2024, City agrees to accept the Phase 1 Park Improvements and assume all ownership and maintenance obligations with respect thereto. Notwithstanding the foregoing, Developer shall remain obligated to continue working with the City on establishing the turf areas and any associated turf irrigation system (together, "turf establishment") to the City's reasonable satisfaction, at Developer's expense, up to a maximum additional cost to Developer of Two Hundred Thousand Dollars ($200,000). In the event the costs to ensure turf establishment exceed the foregoing limit and LLCB refuses to otherwise pay for the costs to ensure turf establishment in excess of the $200,000, the parties agree that the City shall be permitted to use the Fiscal Shortfall Deposit to fund the additional costs up to $1,000,000, subject to the requirement that City and Developer cooperate in good faith to pursue all available remedies against the contractor and landscape architect regarding costs for turf establishment. Notwithstanding any contrary provision in the Sports Park

Implementation Agreement, and subject to City's timely acceptance of improvements and assumption of maintenance responsibilities as described in this Section 3.1.1(c) above, Developer also agrees to waive City's payment of costs incurred by Developer in constructing Phase 1 of the Santa Paula Creek Sports Park, in excess of available City funds, up to a maximum of Eight Hundred Fifty Dollars ($850,000), which amount is in addition to the $200,000 in additional turf establishment costs described above."

C. The following new subdivision (d) is hereby added to Section 3.1.1 (Community Parks) of the Development Agreement:

"(d) CFD Reimbursement for Developer's Dedication of Land. City and Developer agree that the fair market value of the approximately 37 acres of land to be dedicated to the City pursuant to Section 3.1.1(a) valuated for park use at the cost specified in the City's 2016 DIF study, i.e. $300,000/acre (the "Parkland Dedication") shall be included in the total cost of the Santa Paula Creek Sports Park to be reimbursed to Developer out of the Project CFD bond financing. The parties agree to cooperate in good faith and take such actions as may be reasonably required to amend the Acquisition Agreement for the Project CFD to include reimbursement of the Parkland Dedication, and to take such other and further actions as may be reasonably necessary to effectuate the reimbursements described herein. In the event there are insufficient CFD bond proceeds to fully reimburse Developer for the Parkland Dedication and all other eligible Public Facilities (as defined in the Acquisition Agreement, as may be amended), the City will not be responsible for any unreimbursed amount."

D. Section 3.2.2 of the Development Agreement is amended in its entirety to state as follows:

"**3.2.2 Dedication of Water Rights.**

(a) Final Maps Before January 1, 2024. This paragraph governs the dedication of water rights to the City with respect to final maps recorded before January 1, 2024 ("Initial Water Rights Dedication Period"). The City's 2005 Urban Water Management Plan (UWMP) Update used demand rates for estimating future water demand of 132 gallons per day (gpd) per capita, whereas the City's 2005 Potable Water Master Plan used a demand rate of 163 gpd per capita. The Water Supply Assessment (WSA) for the East Area 1 Specific Plan utilized both the 132 and 163 rates provided in the UWMP and the Potable Water Master Plan and concluded that the annual average water demand for the proposed East Area 1 Specific Plan was between approximately 1,174.4 acre-feet per year (AFY) and 1,359.2 AFY. The SPMC defines a project's "Projected Demand For Water" as "including an allowance of 25% for potential future increases in the quantity of water required." Upon recordation of the first final map, Developer must transfer groundwater production equivalent to the Demand Rates set forth in Table 8 of the Water Supply Assessment for the uses encompassed in the tract map, plus 25%. Developer must perform a water use study

and monitoring program called for in the WSA one year after the last certificate of occupancy for said tract map to determine the actual per capita use for residential users within the Project. To the extent that the actual per capita residential use exceeds the 132 gpd rate, then Developer must transfer additional water rights to City, if any, in excess of the 25% buffer. To the extent that the actual per capita residential use is less than the transferred water rights, such excess transferred water rights can be applied to satisfy the water demand of the second tract map. The actual per capita residential use rate for the first tract map, or 163 gpd, whichever is less, will be used to calculate the projected water demand for the uses in the second final tract map which, together with the 25% buffer, must be transferred to City before recordation of the second final tract map. This procedure must be repeated for every final map through buildout of the Project. The total groundwater rights that Developer may be required to transfer to the City during the Initial Water Rights Dedication Period cannot exceed 1,699 AFY (163 gpd per capita residential use, with the 25% buffer). The groundwater rights transferred to City pursuant to this paragraph are subject to Developer's right to use such water for construction and irrigation purposes as set forth in Section 8.6.1 below.

(b) Final Maps After January 1, 2024. This paragraph governs the dedication of water rights to the City with respect to final maps recorded after January 1, 2024. That certain East Area One Potable Water System Master Plan dated August 2017 ("PWMP") for the Project was updated in 2023 by that certain Potable Water System Master Amendment dated July 25, 2022 based on actual water usage data for the 316 single-family homes occupied for all of 2022 and is pending approval. The yet-to-be approved PWMP is referred to hereafter as the "Final PWMP". Upon recordation of the first final map recorded after January 1, 2024, Developer must transfer groundwater production equivalent to the Demand Rates set forth in Table 1 of the Final PWMP for the uses encompassed in that tract map, which includes the additional 25% buffer required under the SPMC. Developer must perform a water use study and monitoring program one year after issuance of the last certificate of occupancy for said tract to determine the actual per capita water use for the residential users within the Project. To the extent that the actual per capita residential use exceeds the 64 gpd rate, then Developer must transfer additional water rights to the City. To the extent that the actual per capita residential use is less than the transferred water rights, such excess transferred water rights can be applied as a credit toward satisfying the water rights transfer required for the second tract map. The actual per capita residential use rate for the first tract map or 64 gpd, whichever is less, will be used to calculate the projected water demand for the for the second final tract map, and the water rights for the second tract map must be transferred to the City prior to recordation of the second final tract map. This procedure must be repeated for each subsequent final map through buildout of the Project. The groundwater rights transferred to City pursuant to this section are subject to Developer's right to use such water for construction and irrigation purposes as set forth in Section 8.6.1 of the Development Agreement. As of September 1, 2023, Developer has transferred approximately 155.16 AFY to the City pursuant to this Section 3.2.2."

E. Section 3.3.2 (Traffic Circulation Infrastructure), as previously amended in Amendment No. 2 to the Development Agreement, is further amended to state as follows:

"3.3.2 Traffic Circulation Infrastructure.

(a) 1st Certificate of Occupancy. Before occupancy of any residences within the Project, Developer must construct sufficient traffic improvements to provide access, as follows:

(i) Telegraph/Hallock. Notwithstanding Mitigation Measure, T-2 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must install the traffic signal and reconfigure the intersection of Telegraph Road and Hallock Drive, as described in said Mitigation Measure, before City issues a final certificate of occupancy for the 1st residential dwelling unit in the Project.

(b) 1,000th Certificate of Occupancy. Before the City issues the 1,000th residential certificate of occupancy, Developer must provide sufficient access as follows:

(i) SR-126/Hallock. Notwithstanding Mitigation Measure T-1 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must widen and reconfigure the intersection of SR-126 and Hallock Drive, as described in said Mitigation Measure, before City issues a final certificate of occupancy for the 1,000th residential dwelling unit in the Project. Should completion of the intersection improvement be delayed for causes beyond Developer's control (e.g. needed property acquisitions and agency approvals), and the delay causes significant traffic circulation impacts, Developer agrees to make traffic improvements necessary to mitigate those impacts. Such improvements shall be made upon City's request and at no cost to the City.

(c) Santa Paula Street Bridge Completion. Notwithstanding the timing requirements and thresholds set forth in Section 3.1.1 of this Agreement (as clarified in Operating Memorandum No. 4), the parties have agreed to the following additional requirements for commencement and completion of the Santa Paula Bridge, as required by the Ventura County Fire District (VCFD):

(i) Developer shall commence construction of the Santa Paula Street Bridge within twelve (12) months after receiving all required permits and plan approvals, and subject to the Army Corps of Engineers Section 408 permit restrictions that require all temporary construction work within Santa Paula Creek be completed in the dry season, between the months of May through September.

(ii) Developer shall complete construction of the Santa Paula Street Bridge within twenty-four (24) months of commencing construction. No building permits or certificates of approval shall be issued beyond the 1,261 units approved through Phase II (Foothill Neighborhood) until the Santa Paula Street Bridge is substantially completed and available for emergency access use.

(iii) Prior to commencement of construction of the Santa Paula Street Bridge and prior to issuance of the first building permit in Phase II (Foothill Neighborhood), Developer shall enter into an offsite improvement agreement with City, in substantially the form attached hereto as Exhibit K ("Offsite Improvement Agreement"),. to secure timely completion of the Santa Paula Creek Bridge and shall provide a performance bond in the total estimated construction costs, including estimated future soft costs, in the approximate amount of Eleven Million Dollars ($11,000,000), which security shall be released at the earlier to occur of: (1) completion and acceptance of the Santa Paula Creek Bridge, or (2) City receipt of CFD bond proceeds in the amount of the performance bond, which proceeds shall be paid to Developer upon completion and acquisition of the Santa Paula Creek Bridge pursuant to the terms of the Funding, Construction and Acquisition Agreement – Harvest Community Facilities District No. 1, dated March 1, 2017, as may be amended.

(iv) Developer shall continue to provide emergency secondary access to the Project and shall continue to use its good faith and commercially reasonable efforts to construct an additional emergency access connecting the Project site to E. Telegraph Road using Dike Road and/or Texas Lane, along an alignment approved by the City and VCFD, subject to the parties successfully acquiring all necessary easements, permits and other approvals (the "Dike Road Emergency Access"). Upon completion of Dike Road Emergency Access, Developer shall grant a temporary emergency access easement to VCFD, the City, and if necessary, the Ventura County Watershed Protection District (VCWPD) for the portions of the Dike Road Emergency Access constructed on the Project site.

(v) 12th/Santa Paula. Notwithstanding Mitigation Measure T-3 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must install a traffic signal and reconfigure the intersection of 12th Street and Santa Paula Street as described in said Mitigation Measure, before or concurrent with the completion of the new Santa Paula Street Bridge.

(vi) SR-150/10th/Santa Paula. Notwithstanding amended Mitigation Measure T-7 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must reconfigure and widen the intersection of Ojai Road (SR-150)/10th Street and Santa Paula Street as described in said Mitigation Measure, before or concurrent with the completion of the new Santa Paula Street Bridge and subject to receipt of Caltrans and other required approvals.

(vii) Palm/Santa Paula. Notwithstanding Mitigation Measure T-10 set forth in the EAO FEIR, which requires Developer to pay all costs, Developer must reconfigure the intersection of Palm Avenue and Santa Paula Street as described in said Mitigation Measure, before or concurrent with the completion of the new Santa Paula Street Bridge.

(e) Reimbursement. Developer is entitled to reimbursement for the portion of the costs of the traffic improvements set forth in this section above to the extent that they exceed the Project's pro rata share, as set forth below.

(f) City Assistance. City must cooperate with Developer and exercise its powers to implement the traffic and circulation mitigation measures set forth above and in the SEIR and EAO FEIR."

F. Section 3.5.4 (Elementary School Site) of the Development Agreement is deleted in its entirety, and the 10.8 acres of land reserved for an elementary school shall be designated for residential or other allowed uses as set forth in Amendment No. 4 to the Specific Plan.

G. Section 3.8 (Wastewater Treatment Contribution) of the Development Agreement is amended in its entirety to state as follows:

"**3.8 Wastewater Treatment Contribution.** Developer must pay $3,666.67 to City before City issues each certificate of occupancy for the first 1,500 residential dwelling units in the Project, not to exceed a total of $5,500,000.00, which shall be used by City toward the cost of the City's Water Recycling Facility, which will consequently reduce future user's rates. ."

H. Section 3.9 (Development Impact Fees) of the Development Agreement is hereby revised in its entirety to state as follows:

"3.9 Development Impact Fees.

3.9.1 Development Impact Fees for First 1,500 Residential Units. In accordance with SPMC Chapter 160, Developer must pay City development impact fees for the first 1,500 residential dwelling units in the Project pursuant to Resolution No. 6230 Exhibit A, which is attached hereto as Exhibit E and incorporated herein by reference, subject to the Fee Credits described in this paragraph. Developer is entitled to credit against the City's Law Enforcement Facilities and Fire Suppression Facilities (DIF East Areas) Fee for all amounts spent on the Public Safety Facility described in paragraph 3.6 of this Agreement. Developer is entitled to credit against the City's Bridges, Signals and Thoroughfares Fee for all amounts spent on the Santa Paula Street Bridge and other off-site roadway improvements described in Sections 3.3.1 and 3.3.2 of this Agreement. Developer is entitled to credit against the City's Water Distribution Facilities Fee for all amounts spent on the new, two-million-gallon water tank described in Section 3.2.1 of this Agreement. Developer is entitled to credit against the City's Storm Drainage Facilities Fee for all amounts spent on the Haun Creek Detention Basin described in Section 3.4 of this Agreement. Developer is entitled to credit against the City's General Government Facilities Fee, Library Expansion Fee, and Public Meeting Facilities Fee for the Five Million Dollars ($5,000,000) Joint Civic Facility In Lieu Fee described in Section 3.5.2 of this Agreement. Developer is entitled to credit against the Parkland Facilities Development Fee for all amounts

spent on the Santa Paula Creek Sports Park and other park and open space facilities described in Sections 3.1.1 through 3.1.3 of this Agreement. For each of the categories of fee credits described herein, the total credits to the Developer are expected to exceed applicable fees, and therefore, Developer is not required to pay any of the creditable fees described in this Section at the time the City issues building permits or, as applicable, certificates of occupancy. Nevertheless, Developer is informed that this section serves as notice pursuant to Government Code § 66020(d) that the City of Santa Paula is imposing impact fees upon the project in accordance with the Mitigation Fee Act (Government Code § 66000, *et seq*.) and the SPMC. Developer is informed that it may protest such fees in accordance with Government Code § 66020.

3.9.2 DIF for Residential Units In Excess of Initial 1,500 Units. In recognition of the substantial public improvements constructed and to be constructed by Developer in excess of the City Development Impact Fees referenced in Section 3.9.1 of this Agreement, as well as the specific priorities of the City with respect to public facilities and infrastructure, the parties agree that for all residential dwelling units in the Project in excess of the first 1,500 units, the Developer shall not be subject to the City's Development Impact Fees set forth in SPMC Chapter 160 (nor shall Developer receive the credits described in Section 3.9.1 for the units subject to this Section 3.9.2), and instead, Developer shall be subject to the following development impact fees and obligations:

(a) Police Facilities. In recognition of Developer's payment of $4,750,000 and its contribution of approximately 1.5 acres of land for public safety facilities pursuant to Section 3.6 of the Development Agreement, and in light of the City's priority of funding improvements to the existing police station, the parties agree that Developer shall pay $1,818 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units.

(b) Fire Protection Facilities. In recognition of Developer's payment of $4,750,000 and its contribution of approximately 1.5 acres of land for public safety facilities pursuant to Section 3.6 of the Development Agreement, the parties agree that Developer is exempt from the fee for "Fire Suppression Facilities DIFs East Areas" shown in Exhibit E.

(c) General Government Facilities and Equipment. In recognition of Developer's payment of the $2,500,000 Civic Facility In Lieu Fee pursuant to Section 3.5.2 of this Agreement, and in light of the City's priority of funding the study, design and engineering for City Hall and Corporate Yard renovations, the parties agree that Developer shall pay $636 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units.

(d) Library Facilities. In recognition of Developer's payment of the $2,500,000 Civic Facility In Lieu Fee pursuant to Section 3.5.2 of the Development Agreement, and in light of the City's priority of funding new and expanded library facilities, the parties agree that

Developer shall pay $2,180 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units.

(e) Park Facilities. In recognition of Developer's payment of $6,000,000 and its obligation to contribute approximately 37 acres of land for the Santa Paula Creek Sports Park pursuant to Section 3.1.1 of this Agreement, and its additional obligations under Section 3.1.1(b) set forth above, the parties agree that Developer is exempt from the Parkland Facilities Fee.

(f) Traffic and Circulation Improvements. In recognition of Developer's roadway and other circulation improvement obligations set forth in Section 3.3 of this Agreement, which are anticipated to cost in excess of $24 million, and in light of the City's priority of funding certain circulation and beautification improvements on Telegraph Road between Hallock Drive and 12th Street, the parties agree that Developer shall pay $2,000 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units. Developer shall also pay $1,000 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units to fund the extension of an existing bike trial to the Santa Paula Creek Sports Park.

(g) Drainage Facilities. In recognition of Developer's construction of extensive storm drain improvements costing in excess of $5 million, including the Haun Creek Detention Basin described in Section 3.4 of the Development Agreement, the parties agree that Developer is exempt from this fee.

(h) Wastewater Facilities. In recognition of Developer's payment of $5,500,000 pursuant to Section 3.8 of the Development Agreement, as well as Developer's obligation to construct extensive off-site improvements to public sewer facilities, the parties agree that Developer will pay the $780 per unit sewer collection fee in Exhibit E prior to issuance of a certificate of occupancy for each residential dwelling unit in the Project in excess of the first 1,500 units. In addition to the foregoing sewer collection fee, Developer will pay a $4,127.34 per unit wastewater facilities fee based on the City's 2016 Fee Study prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units but not to exceed the 1,750th unit. The 1751st through 2050th unit will be exempt from wastewater facilities fees.

(i) Water Facilities. In recognition of Developer's construction of extensive public water facilities estimated to cost in excess of $24 million, including the water tanks and related improvements described in Section 3.2.1 of the Development Agreement, the parties agree that Developer is exempt from this fee.

(j) Payment of DIF Prior to Certificate of Occupancy. For all residential dwelling units in the Project in excess of the first 1,500 units, Developer will pay development impact fees before issuance of a certificate of occupancy unless specified otherwise in this Agreement for a particular fee."

4. Revisions to Article 8. Article 8 (Other Commitments of City and Developer) of the Development Agreement is amended as follows:

A. Section 8.6.6 of the Development Agreement is amended in its entirety to state as follows:

"**8.6.6 Growth Management Allocations.** To the extent applicable during the term of this Agreement, City agrees to approve a Growth Management Allocation of 2,050 residential dwelling units for the Specific Plan in accordance with SPMC Chapter 16.106."

B. Section 8.7.1 (Public Benefit Housing) of the Development Agreement, as amended by Amendment No. 2 to the Development Agreement, is further amended to add a new Section 8.7.1(f), as follows:

"(f) Additional Funding for the Down Payment Assistance Fund. Developer shall provide additional funding for the Down Payment Assistance Fund by paying a per unit fee of $500 prior to the issuance of a certificate of occupancy for each residential dwelling unit in the Project in excess of the first 1,500 units."

C. Section 8.7.2 (Inclusionary Housing) of the Development Agreement is amended in its entirety to state as follows:

"**8.7.2 Inclusionary Housing.** In lieu of providing very-low-, low-, and moderate-income housing within the Project, Developer will make the following contributions to the City's Affordable Housing Trust Fund, which must be used by the City for constructing affordable housing. For the first 1,500 residential dwelling units within the Project, Developer shall contribute a total of $6,500,000 to the City's Affordable Housing Trust Fund, which will be paid at a per unit rate of no less than $4,642.86 upon issuance of a certificate of occupancy for each market-rate residential unit. For the additional 550 residential dwelling units described in Section 2.2, Developer shall meet or exceed its obligation to construct or fund affordable housing units under the City's Inclusionary Housing Ordinance by providing the gap financing identified by the City as necessary for the successful development of the affordable multi-family rental housing project in the City proposed by Red Tail Multifamily Land Development, LLC, consisting of 36 very-low income units, 130 low-income units, and 132 market-rate units to be located at 18004 East Telegraph Road (APN: 107-0-042-015) ("Red Tail Project"). Specifically, Developer shall contribute a total of $5,500,000 to the City's Affordable Housing Trust Fund, which shall be paid no later than 30 days before City enters a loan or equivalent instrument to fund the Red Tail Project (the "Red Tail Payment Trigger"). Should the Red Tail Payment Trigger not occur for any reason, in lieu of making the $5,500,000 payment specified above, Developer will (i) contribute a total of $5,500,000 plus an annual increase of $400,000 per year commencing on January 1, 2025, up to a maximum payment of $8,250,000 to the City's Affordable Housing Trust Fund to be used for alternative offsite rental housing development of at least 50 very-low and low-income units, as determined by City (a "Replacement Project Contribution"), or if no Replacement Project

Contribution has been made prior to issuance of the 1,501st certificate of occupancy, (ii) pay an in lieu fee to the City's Affordable Housing Trust Fund of $15,000 per unit prior to issuance of each certificate of occupancy. City agrees to reasonably cooperate in providing documentation at Developer's request to ensure appropriate treatment of this contribution for tax purposes, at no risk or cost to the City."

5. **Cooperation; Further Acts.** Each party agrees to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Third Amendment. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Third Amendment.

6. **Integration.** This Third Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. To the extent this Third Amendment conflicts with the Development Agreement, or any operating memorandum thereto, this Third Amendment supersedes the Development Agreement, the prior amendments thereto, and all operating memoranda. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement. From and after the Effective Date of this Third Amendment, whenever the term "Agreement" appears in the Development Agreement, it shall mean the Development Agreement as amended by the First Amendment, the Second Amendment, and this Third Amendment. This Third Amendment shall be recorded against the Project Site following its full execution.

7. **Effective Date.** The effective date of this Third Amendment shall be the later to occur of: (i) the effective date of the City ordinance adopted to authorize approval and execution of this Third Amendment, and (ii) the City's approval of SP Amendment No. 3.

8. **Counterparts.** This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

9. **Authority.** The person or persons executing this Agreement on behalf of the CITY and DEVELOPER warrant and represent that they have the authority to execute this Agreement and the authority to bind the CITY and DEVELOPER, as applicable, to the performance of their respective obligations hereunder.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE
TO
THIRD AMENDMENT
TO
DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the City and the Developer have signed this Third Amendment, by and through the signatures of their authorized representatives as of the dates indicated below.

CITY OF SANTA PAULA,
a California municipal corporation

By:_____
Dan Singer
City Manager

Date: _____

ATTEST:

_____
Julie Latshaw
City Clerk

Date: _____

APPROVED AS TO FORM:

_____
Monica Castillo
City Attorney

Date: _____

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,
a Delaware Limited Liability Company

By:_____
Limoneira Authorized Agent

Date: _____

By:_____
Lewis Authorized Agent

Date: _____

EXHIBIT A
Supplemental Sports Park Improvements

Sports Park - City of Santa Paula

Estimated Park Contribution Uses

		Estimated Budget
Phase I		$2,750,000.00
	Overhead Lighting	
	Tennis Courts 2 (Fence/Gate/Eqp)	
	Pickle Bal Court 4 (Stripping/Eqp)	
	Restroom/Concession #2	
	Baseball Outfield Fence	
Phase II		$1,250,000.00
	Irrigation	
	Turf and/or Ground Cover	
	Walking Track/BBQ/Lighting	
	Community Gathering Space Areas	
	Total Budget	**$4,000,000.00**

Note - Actual costs will depend on specfications and timing of purchasing of specific approved improvements.

EXHIBIT B
Sports Park Implementation Agreement

SPORTS PARK IMPLEMENTATION AGREEMENT

This Sports Park Implementation Agreement (the "**Agreement**") by and between the City of Santa Paula, a municipal corporation ("**City**"), and Limoneira Lewis Community Builders, LLC, a Delaware limited liability company ("**Developer**"), is made and entered into as of March 17, 2021. (City and Developer are from time to time referred to in this Agreement as a "**party**" and collectively as the "**parties**.")

RECITALS

A. City and Limoneira Company ("**Limoneira**") entered into the First Amended and Restated Development Agreement as of February 26, 2015 (the "**Development Agreement**") and Developer and City entered into Amendment No. 1 to the Development Agreement as of March 18, 2020 ("**Amendment No. 1**") relating to the development of the "**Project Site**" as defined in the Development Agreement. Developer took an assignment of the Development Agreement from Limoneira in 2015.

B. In furtherance of the development of the Project Site and at the request of Developer, the City established its Community Facilities District No. 1 ("**CFD No. 1**") and designated three improvement areas of CFD No. 1 (each, an "**Improvement Area**"). Within each Improvement Area, special taxes have been authorized to be levied, and bonds secured by such special taxes have been authorized to be issued, to finance, among other things, various City improvements to be constructed by, or on behalf of, the Developer (the "**Acquisition Improvements**").

C. In conjunction with the formation of CFD No. 1, City and Developer entered into a Funding, Construction and Acquisition Agreement dated March 1, 2017 (the "**Acquisition Agreement**"). The Acquisition Agreement sets forth the requirements for the bidding, contracting and City inspection of the Acquisition Improvements.

D. Section 3.1.1(a) of the Development Agreement requires Developer to construct the Santa Paula Creek Sports Park in phases within 5 years after the Development Agreement became effective, or before City issues a final certificate of occupancy for the 750th residential dwelling unit within the Project, whichever comes first. Pursuant to Amendment No. 1, City extended the date for construction of the first approximately 23-acre phase of the Santa Paula Creek Sports Park to February 26, 2022 or the issuance of such 750th final certificate of occupancy (the "**Park Condition**"). The Santa Paula Creek Sports Park is one of the Acquisition Improvements.

E. Amendment No. 1 limits the amount of costs Developer is required to incur with respect to the Santa Paula Creek Sports Park to $6,000,000 (the "**Developer's Cap**"). The Developer's Cap is subject to adjustment with each Annual Review.

F. Amendment No. 1 permits City to contribute funding towards the costs of the Santa Paula Creek Sports Park in excess of the Developer's Cap.

G. City has approved plans for the Santa Paula Creek Sports Park as described in _____ (the "**Park Plans**") and as depicted in Exhibit A attached hereto. It is expected the total cost of the Santa Paula Creek Sports Park, including, without limitation, all design,

engineering, plan check, construction and inspection costs, will exceed the Developer's Cap. The purpose of this Agreement is to provide for the funding of the costs of the Santa Paula Creek Sports Park in excess of the Developer's Cap.

H. Capitalized terms used in this Agreement that are not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

AGREEMENT

1. Bidding and Construction of Santa Paula Creek Sports Park. Within thirty (30) days following execution of this Agreement by all parties, Developer shall proceed to solicit bids and enter into contracts for the construction of the first phase of the Santa Paula Creek Sports Park in accordance with the Park Plans and pursuant to the procedures set forth in the Acquisition Agreement. Provided the total amount of the lowest responsive bids to be accepted for construction of the Santa Paula Creek Sports Park are equal to or less than $***[Developer's Cap plus $5,000,000]***, Developer shall proceed diligently to execute the associated construction contracts and commence and diligently prosecute completion of construction. If the amount of lowest, responsive bids exceeds $***[Developer's Cap plus $5,000,000]***, City shall either agree to reductions in the scope of the construction in order to reduce the cost below such amount or the parties shall amend this Agreement in order to specify additional sources of City funding of the excess costs.

2. Funding of Santa Paula Creek Sports Park. As of December 31, 2020, Developer had incurred costs of $409,932 with respect to the design, engineering, preparation of the Park Plans and other costs for the Santa Paula Creek Sports Park. Developer shall be responsible for such costs plus the first $***[Developer's Cap minus $409,932]*** of additional costs incurred for the construction of the Santa Paula Creek Sports Park, which combined amount equals the Developer's Cap. The remaining costs shall be funded as set forth below in this Section 2.

a. Within ninety (90) days following the execution of this Agreement, City shall provide written notice to Developer either (i) that City intends to provide funding for the next $2,500,000 in costs ("**City Funding Election**") or (ii) that City wishes Developer to advance that amount ("**Developer Advance**"). Pursuant to the City Funding Election, once the Developer has incurred costs for the Santa Paula Creek Sports Park in the amount of the Developer's Cap, Developer shall begin to provide City with monthly invoices for the amounts incurred in the previous month, which invoices shall be paid by City to Developer within 30 days of receipt. If the City elects for the Developer to make a Developer Advance, the amount advanced by the Developer in excess of the Developer's Cap, not to exceed $2,500,000, shall be deemed to satisfy an equal amount of the first $2,500,000 payment of the Joint Civic Facility in Lieu Fee required by Section 3.5.2 of the Development Agreement. The actual amounts paid by Developer pursuant to the Developer Advance shall accrue interest at the rate of 5% annualized from the date of payment until the date the City issues the 500th Certificate of Occupancy within the Project.

b. Within 180 days following the execution of this Agreement, City shall provide written notice to Developer if it wishes to make the City Funding Election or require a Developer Advance for up to the next $2,500,000 in costs of constructing the Santa Paula Creek Sports Park in excess of $***[Developer's Cap plus $2,500,000]***. In each case, the election selected by City shall be handled in the same manner described above with respect to the first $2,500,000 except that the Developer Advance shall be deemed to satisfy an equal amount of the second $2,500,000 payment

of the Joint Civic Facility In Lieu Fee and shall accrue interest at 5% annualized until the date the City issues the 1,000th Certificate of Occupancy within the Project. The City shall pay Developer the full amount of accrued interest on the first Developer Advance within 30 days following issuance of the 500th Certificate of Occupancy and on the second Developer Advance within 30 days following issuance of the 1,000th Certificate of Occupancy. In each such case, Developer shall provide City a written accounting of the date and amount of each payment made pursuant to a Developer Advance and proof of payment.

3. Satisfaction of Park Condition. The Park Condition shall be deemed satisfied when Developer has expended an amount equal to the Developer's Cap on costs of the Santa Paula Creek Sports Park.

4. Acquisition of Santa Paula Creek Sports Park. Upon completion of the Santa Paula Creek Sports Park, Developer may submit the required documentation to the City and CFD No. 1 for acquisition of the Santa Paula Creek Sports Park with the proceeds of special taxes and bonds of one or more of the Improvement Areas. The acquisition price to be paid for the Santa Paula Creek Sports Park shall equal only the amount of costs paid by Developer, including amounts paid pursuant to the Developer Advance(s), and shall not include funds advanced by City pursuant to the City Funding Election(s) or interest accrued on Developer Advances.

5. Assignment. Developer may assign this Agreement or any right or duty hereunder without the express written approval of the City; provided, however, Developer shall not be released of a duty unless the assignee expressly assumes such duty. Developer shall provide written notice to the City of any such assignment.

6. Prompt Action. All consents, approvals and determinations required of either the City or Developer pursuant to this Agreement shall be promptly given or made, and shall not be unreasonably withheld.

7. General. This Agreement, together with the agreements and other undertakings described herein, contains the entire agreement between the parties with respect to the matters herein provided for, and may be amended by subsequent written agreement signed on behalf of both parties. This Agreement is for the exclusive benefit of Developer and the City and shall not be construed to confer any rights or benefits upon any persons other than the City and Developer. This Agreement shall, however, inure to the benefit of and be binding upon the successors and assigns of the parties. This Agreement shall be construed and governed by the Constitution and laws of the State of California. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement, the party prevailing in such action or proceeding shall be entitled to receive from the losing party its attorneys' fees, expert witness fees, court costs, and other costs incurred by it in prosecuting or defending such action or proceeding. Any action arising out of this Agreement shall be brought in Ventura County, California, regardless of where else venue may lie. The captions of the sections of this Agreement are provided for convenience temporarily, and shall not have any bearing on the interpretation of any section hereof. This Agreement may be executed in several counterparts, each of which shall be an original of the same Agreement. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of Santa Paula, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____ adopted by the City Council of Santa Paula on the 17th day of March, 2021.

CITY:

CITY OF SANTA PAULA,
a municipal corporation

By: _____

ATTEST:

By: _____
City Clerk

OWNER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,
a Delaware limited liability company

By: _____
Its: Authorized Agent

EXHIBIT C

First Amendment to Sports Park Implementation Agreement

FIRST AMENDMENT TO
SPORTS PARK IMPLEMENTATION AGREEMENT

This First Amendment to Sports Park Implementation Agreement (the "**First Amendment**") by and between the City of Santa Paula, a municipal corporation ("**City**"), and Limoneira Lewis Community Builders, LLC, a Delaware limited liability company ("**Developer**"), is made and entered into as of January 6, 2023. (City and Developer are from time to time referred to in this Agreement as a "**party**" and collectively as the "**parties**.")

RECITALS

A. City and Limoneira Company ("**Limoneira**") entered into the First Amended and Restated Development Agreement as of February 26, 2015 (the "**Development Agreement**") and Developer and City entered into Amendment No. 1 to the Development Agreement as of March 18, 2020 ("**Amendment No. 1**") relating to the development of the "**Project Site**" as defined in the Development Agreement. Developer took an assignment of the Development Agreement from Limoneira in 2015.

B. Section 3.1.1(a) of the Development Agreement requires Developer to construct the Santa Paula Creek Sports Park (the "**Sports Park**") in phases within 5 years after the Development Agreement became effective, or before City issues a final certificate of occupancy for the 750th residential dwelling unit within the Project, whichever comes first. Pursuant to Amendment No. 1, City extended the date for construction of the first approximately 23-acre phase of the Santa Paula Creek Sports Park ("**Phase 1**") to February 26, 2022 or the issuance of such 750th final certificate of occupancy.

C. Section 3.5.2 of the Development Agreement requires the Developer pay to City a fee in lieu of dedicating land and constructing a Civic facility within the Project (as those terms are defined in the Development Agreement) in the amount of Five Million Dollars ($5,000.000) (the "**Joint Civic Facility In Lieu Fee**") as follows: Two Million Five Hundred Thousand ($2,500,000) before the City issues the 500th certificate of occupancy, and Two Million Five Hundred Thousand ($2,500,000) before the City issues the 1000th certificate of occupancy.

D. Pursuant to 10.1.1 (Operating Memorandum) of the Development Agreement, the parties entered that certain Operating Memorandum No. 5, dated May 7, 2018, to clarify and confirm that the Joint Civic Facility In Lieu Fee may be used to construct civic facilities within the Sports Park.

E. Section 3.1.1 of the Development Agreement limits the amount of costs Developer is required to incur with respect to the Santa Paula Creek Sports Park to $6,000,000 (the "**Developer's Cap**").

F. The City is permitted to contribute funding towards the costs of the Santa Paula Creek Sports Park in excess of the Developer's Cap. The Developer's Cap is subject to an Annual Adjustment with each Annual Review as set forth in Section 3.10 of the Development Agreement. The Annual Adjustment is calculated by any increase in the Consumer Price Index starting from March 2015 and ending March of the year preceding the City's fiscal year that work is to be

constructed. The parties agree that the cumulative Annual Adjustments are equal to $1,339,350, as set forth in the schedule attached as Exhibit A. The sum of the Developer's Cap plus the Annual Adjustments equals $7,339,350 (the "**Adjusted Developer's Cap**").

G. To facilitate financing construction of Phase I of the Sports Park, the parties entered into the Sports Park Implementation Agreement as of March 17, 2021 so that the City could receive an advance of, or borrow from itself funds equal to, the yet-to-be-due Joint Civic Facility In Lieu Fee as needed to complete Phase 1 (the "**Sports Park Agreement**").

H. As of December 31, 2020, Developer had incurred $422,643 in costs with respect to the Sports Park. The Parties agree that the Developer's total financial obligation toward building the Sports Park (and satisfying its obligations with respect to the Joint Civic Facility In Lieu Fee), is the sum of the Joint Civic Facility In Lieu Fee of $5,000,000 and the Adjusted Developer's Cap of $7,339,350, totaling $12,339,350.

I. In accordance with the Development Agreement, the first payment of $2,500,000 Joint Civic Facility In Lieu Fee was due to the City on or about July 25, 2022 when the City issued the 500th certificate of occupancy, and the second payment of $2,500,000 is due when the City issues the 1,000th certificate of occupancy, which is currently anticipated to occur in 2026.

J. As of January 4, 2023, Developer had incurred known costs to date totaling $10,012,174.02 out of the contracted commitments totaling $12,034,579, with estimated future change orders totaling $257,000, for a total estimated cost of $12,291,579 to complete Phase 1 of the Sports Park. The known costs incurred through January 4, 2023 of $10,012,174.02 consist of $8,486,130 paid to date by Developer plus the following two outstanding pay requests that have been approved by Developer and the City: (i) pay request No. 10 from Environmental Construction, Inc. ("**ECI**") for October 2022, in the amount of $775,057.45, which is currently outstanding and owing to ECI ("**Pay Request No. 10**"); and (ii) pay request No. 11 from ECI for November 2022, in the amount of $750,986.57 ("**Pay Request No. 11**") (collectively, the "**Outstanding Pay Requests**"). The known costs incurred through January 4, 2023 of $10,012,174.02 exceed the Adjusted Developer Cap by $2,672,824.02 (the "**Excess Payment Due Developer**").

K. City Council approved a change order to add $175,000 in City funds for completion of Phase 1 of the Sports Park, which increases the available funding to $12,514,350 ($12,339,350 + $175,000).

L. The purpose of this First Amendment is to confirm amounts owed between the parties, provide for the payment of Pay Request No. 10, provide for the funding of all remaining costs to complete Phase 1 of the Sports Park, and to formalize the Sports Park acceptance and turnover to the City.

M. Capitalized terms used in this First Amendment that are not otherwise defined shall have the meaning ascribed to them in the Sports Pak Agreement or the Development Agreement, as applicable.

AGREEMENT

1. Payment of First Joint Civic Facility In Lieu Fee. Consistent with the Development Agreement and upon execution of this First Amendment, Developer shall pay to the City the first half of the Joint Civic Facility In Lieu Fee in the amount of $2,500,000 which came due on or about July 25, 2022 when the 500th certificate of occupancy was issued. City agrees said payment shall be used to pay the Excess Payment Due Developer of $2,672,824.02 and future pay requests as they are submitted to and approved by the City.

2. Payment of Outstanding Pay Requests. Concurrent with execution of this First Amendment and receipt of Developer's $2,500,000 payment described in paragraph 1 above, City shall pay to Developer an amount equal to the Excess Payment Due Developer (which includes the amounts necessary for Developer to pay the City-approved Outstanding Pay Requests for Pay Request No. 10 ($775,057.45) and Pay Request No. 11 ($750,986.57), which Developer shall use to promptly pay ECI for the Outstanding Pay Requests. The total amount to be paid by City to Developer pursuant to this provision is $2,672,824.02.

3. Payment of Future Pay Requests. Developer shall continue to promptly provide City with copies of each pay request received, and within 10 business days of receipt thereof, City shall pay Developer an amount equal to that pay request, which Developer shall use to promptly pay the outstanding pay request. By way of example only, Developer expects to receive the December 2022 pay request on or about January 20, 2023, and will submit same to City after reviewing and approving the pay request. Within 10 business days of receipt of that pay request, City shall pay Developer the amount of the pay request, and Developer will use said funds to pay the December 2022 pay request.

If the City fails to timely pay Developer for any of the remaining pay requests, Developer shall have the right to pay the pay request. Any such payments by Developer shall be considered a Developer Advance which City agrees to repay to Developer. All actual amounts paid by Developer pursuant to any Developer Advance shall accrue interest at the rate of 7.5% annualized from the date of payment until the date the City repays the Developer Advance. The repayment amount shall equal the Developer Advance plus interest that accrued up to the date of repayment. Developer shall provide City a written accounting of the date and amount of each payment made pursuant to a Developer Advance and proof of payment, as well as any repayments made by the City.

4. Satisfaction of Park Condition. City agrees that upon execution of this agreement and payment of the Excess Payment Due Developer to Developer, and payment of Joint Civic Facility In Lieu Fee to City, pursuant to the terms and conditions set forth in this First Amendment, the Park Condition shall be deemed fully satisfied. Notwithstanding satisfaction of the Park Condition, Developer agrees it will cause ECI to complete the remainder of Phase 1 by processing pay requests with the City pursuant to paragraph 3, with all costs in excess of the Adjusted Developer's Cap to be paid by the City.

5. Sports Park City Acceptance and Turnover. Upon completion of Sports Park Phase 1 improvements in accordance with City approved plans and permits, Developer shall provide a notice of completion to the City. Upon receipt of the notice of completion from the Developer, the City shall have 30 calendar days to inspect and provide a list of items to complete ("**Punch**

List") by the Developer. Upon Developer completion of Punch List items, City shall have 30 calendar days to approve or disapprove completion of Punch List items, and shall not add additional conditions or requirements unless required by law or any existing agreement between the parties. Upon the City's request, Developer may approve extensions to City's deadlines in this Section, which approval shall not be unreasonable withheld. All requests and approvals must be in writing. Within 30 calendar days of City approval of the Punch List, a) the contractors 90-day maintenance period shall begin, and b) the Sports Park Phase I shall be scheduled for City Council to approve and accept turnover of Sports Park Phase I.

6. Authority. Each individual executing this Amendment on behalf of an entity hereby represents and warrants to the other party or parties to this Amendment that (i) such individual has been duly and validly authorized to execute and deliver this Amendment on behalf of such entity; and (ii) this Amendment is and will be duly authorized, executed and delivered by such entity.

7. Miscellaneous. Except to the extent expressly modified by this Amendment, the Sports Park Agreement is ratified and remains in full force and effect. To the extent of any inconsistency between this Amendment and the Sports Park Agreement, the recitals, terms and conditions of this Amendment shall control. This Amendment may be executed in multiple counterparts, all of which, taken together, shall constitute one document. This Amendment shall be deemed effective against a party upon receipt by the other party (or its counsel) of a signed counterpart executed electronically or delivered by e-mail (in PDF).

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this First Amendment effective as of the first date written above.

CITY:

CITY OF SANTA PAULA,
a municipal corporation

By: _____
Dan Singer, City Manager

ATTEST:

By: _____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

By: _____
Monica Castillo, Interim City Attorney

OWNER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,
a Delaware limited liability company

By: _____
Its: Authorized Agent

Exhibit A

Sports Park CPI Annual Cost Escalation

Sports Park
CPI Annual Cost Escalation

City Fiscal Year	Sports Park Cost Remaining	Fiscal Year Cost	CPI Fraction	CPI Escalation	Revised Dev. Cap
2020/2021	$6,000,000	$422,643	1.13	$54,944	$6,054,944
2021/2022	$5,632,301	$3,058,198	1.16	$488,207	$6,543,150
2022/2023	$3,062,309	$3,062,309	1.26	$796,200	$7,339,350
		$6,543,150		$1,339,350	

Date	CPI	Annual Review	Numerator	Denominator	Fraction
Mar 2015 CPI	243.738	2015	243.738	243.738	1.00
Mar 2016 CPI	247.873	2016	247.873	243.738	1.02
Mar 2017 CPI	254.525	2017	254.525	243.738	1.04
Mar 2018 CPI	264.158	2018	264.158	243.738	1.08
Mar 2019 CPI	271.311	2019	271.311	243.738	1.11
Mar 2020 CPI	276.589	2020	276.589	243.738	1.13
Mar 2021 CPI	282.648	2021	282.648	243.738	1.16
Mar 2022 CPI	306.679	2022	306.679	243.738	1.26

Source:
U.S. Dept Labor for all urban consumers within Los Angeles,/Anaheim/Riverside Metropolitan area

EXHIBIT D
Sports Park Phase 1 Punch List

SPORTS PARK

City of Santa Paula Punch List 11/7/23

1	As-Built Plans
2	Turf and Irrigation
3	Poor turf establishment and water coverage - General
4	Poor turf establishment and water coverage - along sidewalks
5	Tree replacement selection
5a	Plant replacement selection
6	Missing vacuum breaker and support post on hose bibbs
7	Inadequate or absent water pressure/flow at drinking fountains
8	Missing lamp cylinder covers
9	Incomplete electrical at Stage/ cover plates missing
10	Concrete base around light post is missing
11	Seagull deterrent needed on top of lighting fixtures
12	Restroom Building #1 - signage, fire extinguisher, shut-off valve, FD sign off
13	Trash Enclosures and gate locks
14	Trash can sticker replacement
15	Missing fire extinguishers and plexiglass
16	Fence anchor bolt nut and washer to be seated and tightened on Back Stop
17	¼” or more offsets (vertical lip) in the new sidewalk surrounding the park
18	Amphitheater complete turf, landscape, and irrigation
19	Booster pump electrical service/supply and telemetry operational
20	One light base to be replaced
21	Light concrete based extended into walkway ramp

EXHIBIT E
Operating Memorandum No. 3

"Citrus Capital of the World"

City of Santa Paula

970 Ventura Street • Santa Paula, California • Mailing Address: P.O. Box 569 • 93061 • Phone: (805) 525-4478 • Fax: (805) 525-6278

October 1, 2015

Harold S. Edwards, President
Limoneira Company
1141 Cummings Road
Santa Paula, CA 93060

Re: ***Operating Memorandum – No. 3***
Acceleration of Payment of Development Impact Funds for Police Services as Specified in Section 3.6 of the First Amended and Restated Development Agreement

Dear Mr. Edwards:

Section 10.1.1 of the Development Agreement authorizes the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement. This letter is written pursuant to Section 10.1.1 to confirm the Parties' understanding with respect to the timing of the payment of the $750,000 additional funds provided in Section 3.6 of the Agreement, entitled Public Safety Facility.

Section 3.6 requires Limoneira to construct and offer to dedicate a 1.5-acre site to house a public safety facility. Section 3.6 states that the construction, equipping and operating of the Public Safety Facility cannot cost Developer more than $4,750,000, which "includes three payments to the City of $250,000, made on the first, second and third anniversaries of the effective date of this Agreement."

This third operating memorandum confirms that Limoneira will accelerate the first two payments of $250,000 by making a $500,000 payment on or before October 2, 2015. Limoneira will make the third and final $250,000 payment on or before February 1, 2016.

Upon the City's receipt of Limoneira's third payment of $250,000 in February, 2016, Limoneira's maximum cost for the Public Safety Facility obligation under Section 3.6 will be Four Million Dollars ($4,000,000.00).

If the above comports with your understanding, please sign where indicated below. Thank you for your continued commitment to the City of Santa Paula.

Very truly yours,

Martin F. Hernandez, Vice Mayor
City of Santa Paula

Agreed and Acknowledged:

Harold S. Edwards, President
Limoneira Company

EXHIBIT F
Operating Memorandum No. 4

20180206-00013008-0 1/5
Ventura County Clerk and Recorder
MARK A. LUNN
02/06/2018 03:02:29 PM
1301023 $.00 CR

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

EXEMPT FROM RECORDER'S FEES
Pursuant to Government Code § 6103

To Recorded Agreement No.201450427-00062760-0
1/101

OPERATING MEMORANDUM NO. 4
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Operating Memorandum No. 4 (the "Operating Memorandum") is made as of November 6, 2017 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement.

C. Section 10.1.1 of the Development Agreement allows the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement;

D. Section 3.3.1(a) of the Development Agreement provides that Developer must construct the Santa Paula Bridge before City issues a final certificate of occupancy for the 250th residential dwelling unit.

E. Section 3.3.3 of the Development Agreement requires Limoneira Lewis to dedicate a 95-foot wide right-of-way and fund a study to determine the feasibility of the SR 150 bypass.

F. Through this Operating Memorandum, the Parties desire to clarify Sections 3.3.1 and 3.3.3 of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Santa Paula Bridge. Under Section 3.3.1(a) of the Development Agreement, the Developer must use "commercial reasonable efforts" to construct a new bridge extending Santa Paula Street across Santa Paula Creek to the Project. The Parties intend by this Operating Memorandum to incorporate a definition of the phrase "commercially reasonable efforts" into Section 3.3.1(a) of the Development Agreement. The phrase "commercially reasonable efforts" shall have the following meaning as it pertains to Section 3.3.1(a):

> "Limoneira Lewis will have been found to have used "commercially reasonable efforts" if, at the time the City issues a certificate of occupancy for the 250th residential unit, Limoneira Lewis has submitted all plans, specifications and applications necessary to construct the Santa Paula Street bridge with all entities having jurisdiction over the public right-of-ways and the Santa Paula Creek watercourse."

2. Future State Route 150 Bypass. The Project is designed to accommodate a decision by the City to construct a future State Route 150 Bypass with the extension of Hallock Drive northward. Section 3.3.3 requires Developer to dedicate a 95-foot right-of-way to the City and pay $100,000 toward the cost of preparing a study evaluating the feasibility of the State Route 150 Bypass. Because at this time the State Route 150 Bypass is infeasible due to several factors beyond the Developer's control, the City elects not to accept the offer of dedication or conduct a study on the feasibility of the State Route 150 Bypass. As required by Section 3.3.3(b), the Developer must within ninety days of the execution of this Operating Memorandum remit payment of $100,000 to the City for any lawful use.

3. No Further Clarification. Except as expressly clarified by this Operating Memorandum, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

4. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:	DEVELOPER:
CITY OF SANTA PAULA,	LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC
Michael Rock, City Manager	Harold Edwards, Chief Executive Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

On January 17, 2018 before me, Dave M. Malagon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Harold Edwards
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dave M Malagon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: OPERATING MEMO #4 AMEND & RESTATED DEV AGRMNT
Document Date: Nov 06, 2017 Number of Pages: 4
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Ventura)

On January 17, 2018 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Michael Rock,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LUCY BLANCO
Notary Public - California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

Signature _____ (Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of _____

_____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

_____.

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other _____

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

© Copyright 2007-2014 Notary Rotary, Inc. PO Box 41400, Des Moines, IA 50311-0507. All Rights Reserved. Item Number 101772. Please contact your Authorized Reseller to purchase copies of this form.

ATTEST:

Lucy Blanco,
City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

EXHIBIT G
Operating Memorandum No. 5

NO FEE GOVT CODE 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

20180515-00055766-0 1/6
Ventura County Clerk and Recorder
MARK A. LUNN
05/15/2018 01:27:15 PM
1338251 $.00 CO

OPERATING MEMORANDUM NO. 5 AMENDED AND RESTATED DEVELOPMENT AGREEMENT TO RECORDED AGREEMENT NO. 201450427-00062760-01/101

This Operating Memorandum No. 5 (the "Operating Memorandum") is made as of May 7, 2018 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement.

C. Section 10.1.1 of the Development Agreement allows the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement;

D. Section 3.5.2 of the Development Agreement requires Limoneira Lewis to pay the City five million dollars in lieu of dedicating land and constructing a civic facility in the East Area 1 project area.

E. Section 3.6 of the Development Agreement requires Limoneira Lewis to dedicate a 1.5-acre site on which it must construct a public safety facility to house a fire station in an amount not to exceed four million dollars.

F. Through this Operating Memorandum, the Parties desire to clarify Sections 3.5.2 and 3.6 of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Civic Facility Fee. Section 3.5.2 of the Development Agreement states:

In lieu of dedicating land and constructing a Civic facility with the Project, Developer will pay the City an in lieu fee of Five Million Dollars ($5,000,000), payable as follows: Two

Million Five Hundred Thousand ($2,500,000) before the City issues the 500th Certificate of Occupancy, and Two Million Five Hundred Thousand ($2,500,000) before the City issues the 1000th Certificate of Occupancy.

The City is in the process of designing the Santa Paula Sports Park in which the City intends to construct several public facilities, including City offices and storage, a public pool and aquatic center, amphitheater and other civic facilities. The City does not intend to construct any other civic facilities within the East Area 1 Project area.

This Operating Memorandum No. 5 clarifies and confirms that the Civic facility fee can be used to construct Civic facilities within the Santa Paula Sports Park.

2. Public Safety Facility. Pursuant to Section 3.6 of the Development Agreement, Limoneira Lewis must dedicate a 1.5-acre site (the "Dedication Property") and thereafter construct a public safety facility to house a fire station. Section 3.6 states further that the construction, equipping and operating of the fire station cannot cost more than four million dollars ("Public Safety Fee").

On January 17, 2018, the Ventura County Local Agency Formation Commission approved the annexation of the Santa Paula Fire Department to the Ventura County Fire Protection District ("VCFPD"). As part of the annexation, the City and VCPFD entered into a Memorandum of Agreement governing the provision of fire protection services with the City. Section 3 of the Memorandum of Agreement requires the VCFPD to commence construction of two new fire stations to service the City. Pursuant to Section 5(b) and (c) of the Memorandum of Agreement, the City must within 180 days of the commencement of fire protection services by the VCFPD, transfer the Dedication Property and the Public Safety Fee to the VCFPD.

This Operating Memorandum No. 5 clarifies and confirms that, in light of the annexation of fire protection services to VCFPD, Limoneira Lewis shall within 90 days of execution of this Operating Memorandum No. 5 satisfy Section 3.6 of the Development Agreement by (1) transferring title to the Dedication Property to the City by grant deed; and (2) paying Four Million Dollars ($4,000,000) to the City.

Limoneira Lewis consents to the transfer of the Dedication Property and Public Safety Fee to the VCFPD.

3. No Further Clarification. Except as expressly clarified by this Operating Memorandum, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

4. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

Michael Rock,
City Manager

ATTEST:

Lucy Blanco,
City Clerk

CITY OF SANTA PAULA INCORPORATED APRIL 1902 VENTURA CO. CAL.

APPROVED AS TO FORM:

John C. Cotti, City Attorney

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

By: LIMONEIRA EA1 LAND, LLC,
a Delaware limited liability company,

By: Limoneira Company,
a Delaware Corporation – Its Sole Member

By:
Name: Mark Palamountain,
Its: Authorized Agent

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

_____
Michael Rock,
City Manager

ATTEST:

_____
Lucy Blanco,
City Clerk

APPROVED AS TO FORM:

_____
John C. Cotti, City Attorney

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

By: LIMONEIRA EA1 LAND, LLC,
a Delaware limited liability company,

By: Limoneira Company,
a Delaware Corporation – Its Sole Member

By: _____
Name: Mark Palamountain,
Its: Authorized Agent

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Ventura)

On May 15, 2018 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Michael Rock,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

LUCY BLANCO
Notary Public - California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of OP Memo. #5 Amend and Restated Development Agreement,

containing 3 pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

On May 05, 2018 before me, Dave M. Malagon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Mark Palamountain
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: OP. Memo. #5 Amend and Restated Development Agreement
Document Date: May 07, 2018 Number of Pages: 3
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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EXHIBIT H
Operating Memorandum No. 6

20180927-00109803-0 1/5
Ventura County Clerk and Recorder
MARK A. LUNN
09/27/2018 08:23:00 AM
1387674 $.00 HE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

EXEMPT FROM RECORDER'S FEES
Pursuant to Government Code § 6103

To Recorded Agreement No. 20150427-00062760-0 1/101

OPERATING MEMORANDUM NO. 6 TO THE
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Operating Memorandum No. 6 (the "Operating Memorandum") is made as of August 1, 2018 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement;

C. Section 3.1.3(b) of the Development Agreement requires Limoneira Lewis to construct the Haun Creek Linear Greenway and Detention Basin Park, which must include 5.5 acres of grass soccer fields, related health facilities, picnic tables and benches (the "Detention Basin Park"). The Detention Basin Park will be located in the Southeastern portion of the East Area 1 Project site;

D. Limoneira Lewis is required to construct the Detention Basin Park prior to issuance of a building permit for the Project. Limoneira Lewis, or its successor in interest, intends to apply for building permits to construct model homes at the end of 2018. Construction of the streets and related facilities necessary to access the Detention Basin Park will not be completed at the time building permits for the model homes are issued. The Detention Basin Park will therefore not be safely accessible by the general public;

E. Upon completion of the model homes, Limoneira Lewis, or its successor in interest, will apply for building permits for individual production housing units for the first phase of the Project. At that time, the streets and related facilities will be constructed allowing safe access to the Detention Basin Park;

F. This Operating Memorandum No. 6 is intended to clarify that "prior to issuance of a building for the project" was intended to mean building permits for the construction of individual residential production housing units;

G. Operating Memorandum No. 6 does not materially alter the rights or obligations of Limoneira Lewis or the City under the Development Agreement;

H. Through this Operating Memorandum No. 6, the Parties desire to clarify Section 3.1.3(b) of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Haun Creek Linear Greenway and Detention Basin Park. Section 3.1.3(b) of the Development Agreement states:

> *Before the City issues a building permit for the Project*, Developer must improve approximately 5.5 acres of the Detention Basis as grass soccer field(s), together with acceptable health facilities (such as portable toilets upon opening and permanent restrooms by the time conveyed to the Owner's Association or Landscape Maintenance District) and picnic tables and benches.

Operating Memorandum No. 6 clarifies and confirms that "building permit" contemplated in the phrase "*before the City issues a building permit for the Project,*" as set forth in Section 3.1.3(b), shall mean a building permit for an individual residential production housing unit.

Limoneira Lewis approves this Operating Memorandum No. 6.

2. No Further Clarification. Except as expressly clarified by this Operating Memorandum No. 6, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

3. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

4. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

Michael Rock,

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDER LLC
a Delaware limited liability company

By: LIMONEIRA EA1 LAND, LLC

City Manager

ATTEST:

Lucy Blanco,
City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

a Delaware limited liability company

By: Limoneira Company,
a Delaware corporation
Its sole Member

By: _____

Name: MARK PALAMOUNTAIN

Title: CFO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

On August 16, 2018 before me, Dave M. Malagon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Mark Palamountain
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Operating Memorandum No. 6 to the Amended and Restated Development Agreement
Document Date: Aug. 1, 2018 Number of Pages: 4
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Ventura)

On August 23, 2014 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Michael Rock,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

LUCY BLANCO
Notary Public – California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Operating Memorandum No. 6 to the Amended & Restated Development Agreement, containing 3 pages, and dated Aug 1, 2014.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # 87 Entry # 6

Notary contact: (805) 223-3090

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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EXHIBIT I
Operating Memorandum No. 7

RECORDING REQUESTED BY /SYNRGO
LAWYERS TITLE COMPANY

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA CA 93061
ORDER NO: 418241035
APN:
REF: LIMONEIRA LEWIS

20190916-00109539-0 1/7
Ventura County Clerk and Recorder
MARK A. LUNN
09/16/2019 01:21:47 PM
1516022 $.00 CE

Electronically Recorded in Official Records, County of Ventura

THIS SPACE FOR RECORDER'S USE ONLY

EXEMPT FROM RECORDER'S FEE PURSUANT TO GOVERNMENT CODE 6103

OPERATING AGREEMENT NO. 7 TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 20150427-00062760-1/101

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

RECORDING REQUESTED BY /SYNRGO
LAWYERS TITLE COMPANY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

DEV19-2-1103

OPERATING MEMORANDUM NO. 7 TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 20150427-00062760-01/101

This Operating Memorandum No. 7 (the "Operating Memorandum") is made as of August 21, 2019 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement;

C. Section 10.1.1 of the Development Agreement authorizes the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement;

D. In order to provide increased water storage and pressure to existing City users, Section 3.2.1 of the Development Agreement requires Limoneira Lewis to construct a three million gallon potable water tank/reservoir. The tank/reservoir must be constructed and dedicated to the City before the City issues a certificate of occupancy for the first residential dwelling unit in the Project;

E. Limoneira Lewis constructed the tank/reservoir and it is ready to connected to the City's water system. Currently, there is insufficient demand for water service in the area of the tank/reservoir and, if placed online, water in the tank/reservoir will stagnate;

F. Until there is sufficient demand for water service in the area of the tank/reservoir and in order to prevent the stagnation of water in the tank/reservoir, this Operating Memorandum No. 7 is intended to clarify that the tank/reservoir will be dedicated to the City prior to issuance of a certificate of occupancy for the 100th

residential dwelling unit, unless, based on demand, dedication of the tank/reservoir is requested by the City prior to the 100th residential unit;

G. Through this Operating Memorandum No. 7, the Parties desire to clarify Sections 3.2.1 and 3.1.2 of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Water Tanks. Section 3.2.1 of the Development Agreement states, in part:

To protect public health and safety, Developer agrees (at City's request) to elevate the location of a three million gallon potable water tank/reservoir . . . . The three-million gallon tank/reservoir must be constructed and dedicated before the City issues a certificate of occupancy for the first residential dwelling unit in the Project . . . .

Operating Memorandum No. 7 is intended to clarify that the tank/reservoir will be dedicated to the City prior to issuance of a certificate of occupancy for the 100th residential dwelling unit, unless, based on demand, dedication of the tank/reservoir is requested by the City prior to the 100th residential unit.

2. Approval. Limoneira Lewis approves this Operating Memorandum No. 7.

3. No Further Clarification. Except as expressly clarified by this Operating Memorandum No. 7, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

4. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

Ikani Taumoepeau
Acting City Manager

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

Harold Edwards,
Chief Executive Officer

ATTEST:

Lucy Blanco
City Clerk

CITY OF SANTA PAULA
INCORPORATED
APRIL 22, 1902
VENTURA CO. CAL.

APPROVED AS TO FORM:

John C. Cotti
City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On August 23, 2019 before me, Dave M. Malagon, Notary Public,
[here insert name and title of officer]
personally appeared Harold Edwards,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

DAVE M. MALAGON
Notary Public - California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

Signature _____

(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On August 27, 2019 before me, Lucy Blanco, Notary Public,
[here insert name and title of officer]
personally appeared Ikani Taumoepeau,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

LUCY BLANCO
Notary Public - California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

Signature _____

(Seal)

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Ventura)

On August 27, 2019 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Ikani Taumoepeau,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

LUCY BLANCO
Notary Public – California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Operating Memorandum No. 7 to Amended & Restated Development Agreement containing 3 pages, and dated August 21, 2019.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-In-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # 109 Entry # 7

Notary contact: _____

Other _____

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

On August 23, 2019 before me, Dave M. Malagon, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Harold Edwards
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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EXHIBIT J
Operating Memorandum No. 8

RECORDING REQUESTED BY:
Lawyers Title/ EPN

AND WHEN RECORDED MAIL TO:
City Clerk
City of Santa Paula
970 Ventura Street
Santa Paula, Ca 93061

Limoneira

Electronically Recorded in Official Records
County of Ventura County
Mark A. Lunn
Ventura County Clerk-Recorder

DOC# 2022000073769

07/07/2022
Titles: 1 Pages: 7
10:43 AM
Total Fees: $0.00
ONTIVD

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OPERATING MEMORANDUM NO.8 TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This page is added to provide adequate space for recording information.

RECORDING REQUESTED BY
LAWYERS TITLE COMPANY /ERN

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: CITY CLERK CITY OF SANTA PAULA 970 Ventura Street Santa Paula, CA 93061	EXEMPT FROM RECORDER'S FEES Pursuant to Government Code § 6103

OPERATING MEMORANDUM NO. 8 TO THE
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Operating Memorandum No. 8 (the "Operating Memorandum") is made as of 6-21-22 2022 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

Lawyers Title Company has recorded this instrument as an accommodation only. It has not been examined as to it's execution or it's affect upon the title to any real property that may be described therein.

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement for developing the area commonly known as "East Area 1." On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement;

B. The Development Agreement has been amended twice. On March 18, 2020, Section 3.1. l(a) of the Development Agreement was amended to provide for an extension of the timeframe within which to complete construction of the Santa Paula Creek Sports Park ("Amendment No. 1");

C. On April 21, 2021, the City and Limoneira Lewis again amended the Development Agreement ("Amendment No. 2") to, among other things, modify Section 3.3.2 to require that certain traffic improvements be completed prior to issuance of the 750th certificate of occupancy within the project, including the improvements to the intersection of State Route 126 and Hallock Drive specified in Mitigation Measure T-1 (the "SR 126/Hallock Improvements"). The Development Agreement and Amendment Nos. 1 and 2 are collectively referred to herein as the "Development Agreement";

D. Section 3.3.4 of the Development Agreement provides that if there are delays in completion of any of the improvements specified in Section 3.3 that are outside Developer's control, the City will not unreasonably refuse to issue certificates of occupancy, notwithstanding the deadlines specified in the Development Agreement, so long as Developer is continuing to

pursue completion of the improvements in a good faith and commercially reasonable manner;

E. To date, Developer has used its good faith and commercially reasonable efforts to obtain the necessary rights-of-way to complete the SR 126/Hallock Improvements, but has not been able to acquire all the necessary right-of-way, which is preventing Developer from completing the SR 126/Hallock Improvements;

F. Section 10.1.1 of the Development Agreement authorizes the Parties to enter into an operating memorandum in order to detail the performance of provisions covered in general under the Development Agreement;

G. Through this Operating Memorandum No. 8, the parties confirm that despite Developer's good faith and commercially reasonable efforts to complete the SR 126/Hallock Improvements, Developer has encountered delays beyond its control;

H. Pursuant to Section 3.3.4 of the Development Agreement, City will not withhold certificates of occupancy or other development permits and approvals for the Project if the SR 126/Hallock Improvements or other off-site traffic improvements are not completed by the deadlines specified in Section 3.3 of the Development Agreement;

I. Operating Memorandum No. 8 does not materially alter the rights or obligations of Developer or the City under the Development Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Developer shall continue to use its good faith and commercially reasonable efforts to obtain the necessary rights-of-way and take such further actions as are reasonably necessary to complete the SR 126/Hallock Improvements and the other remaining off-site traffic improvements specified in Section 3.3 of the Development Agreement.

2. Developer will coordinate these efforts with the City and, if necessary, ask the City to acquire any remaining rights-of-way through its power of eminent domain, and upon such request, City Staff will recommend to the City Council that the City acquire the remaining rights-of-way through the exercise of its power of eminent domain.

3. The City will not withhold any certificates of occupancy or other permits needed for development and occupancy of the project based on Developer's inability to complete any of the off-site improvements specified in Section 3.3 of the Development Agreement unless it finds, based on changed circumstances, that Developer has not continued to use its good faith and commercially reasonable efforts to complete such improvements.

4. Approval. Developer and City approve this Operating Memorandum No. 8.

5. No Further Clarification. Except as expressly clarified by this Operating Memorandum No. 8, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

6. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended, or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

7. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA

Dan Singer,
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDER LLC
a Delaware limited liability company

By: LIMONEIRA EA1 LAND, LLC
a Delaware limited liability company

By: Limoneira Company,
a Delaware corporation
Its sole Member

By:

Name: MARK PALAMOUNTAIN

Title: CFO

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1901 VENTURA COUNTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On JUNE 16, 2022 before me, DEANNA RULE, NOTARY PUBLIC.
[here insert name and title of officer]
personally appeared MARK PALAMOUNTAIN,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

DEANNA RULE
Notary Public - California
Ventura County
Commission # 2377920
My Comm. Expires Oct 9, 2025

(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On JUNE 21, 2022 before me, JULIE LATSHAW, NOTARY PUBLIC,
[here insert name and title of officer]
personally appeared DAN SINGER,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

JULIE LATSHAW
Notary Public - California
Ventura County
Commission # 2401674
My Comm. Expires May 19, 2026

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of VENTURA)

On JUNE 16, 2022 before me, DEANNA RULE NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MARK PALAMOUTAIN,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEANNA RULE
Notary Public - California
Ventura County
Commission # 2377920
My Comm. Expires Oct 9, 2025

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of VENTURA }

On JUNE 21, 2022 before me, JULIE LATSHAW,
Date *Here Insert Name and Title of the Officer*

personally appeared DAN SINGER,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JULIE LATSHAW
Notary Public - California
Ventura County
Commission # 2401674
My Comm. Expires May 19, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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EXHIBIT K
Form of Offsite Improvement Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

No fee per Government Code § 6103

APNs 107-0-220-055, -065, -025, -035

HARVEST AT LIMONEIRA
OFFSITE IMPROVEMENT AGREEMENT

SANTA PAULA STREET BRIDGE

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2024 ("Effective Date"), by and between the CITY OF SANTA PAULA, a general law city and municipal corporation ("CITY") and LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware Limited Liability Company ("DEVELOPER"). Capitalized terms not otherwise defined in this Agreement will have the meanings attributed to them in the Development Agreement.

The Parties agree as follows:

1. **RECITALS**. This Agreement is made with reference to the following facts and objectives:

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Original Development Agreement") for developing the area commonly known as "East Area 1" for a mixed-use planned community ("Project") on real property shown in Tract Map No. 5854 recorded in the Official Records of Ventura County ("Official Records") on December 28, 2017, as Document No. 20171220-00164292-0 ("Property").

B. The Original Development Agreement was recorded in the Official Records on April 27, 2015, as Document No. 20150427-00062760-0. On or about September 21, 2015, DEVELOPER became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Original Development Agreement.

C. The Original Development Agreement was amended by the First

Amendment to the Development Agreement, dated March 18, 2020 ("Amendment No. 1"), and by the Second Amendment to the Development Agreement, dated April 21, 2021 ("Amendment No. 2"). The Parties also intend to enter a Third Amendment to the Development Agreement ("Amendment No. 3") in March 2024.

D. The Original Development Agreement has been further clarified and supplemented by Operating Memoranda Nos. 1 - 8 (collectively, the "Operating Memoranda") on file with the City. The Original Development Agreement, as amended by Amendment Nos. 1, 2, and 3, and the Operating Memoranda are collectively referred to herein as the "Development Agreement."

E. Pursuant to the Development Agreement, DEVELOPER must construct certain public improvements known as the Santa Paula Street Bridge improvements ("Improvements"). The Improvements will be constructed in accordance with plans and specifications on file with CITY known as City Drawing No. 40.35.112 and generally described in the attached **Exhibit A.** Section 7.1.2 of the Development Agreement requires DEVELOPER to provide improvement security for the Improvements to the extent they are not financed by a Financing Mechanism.

F. The Acquisition Agreement defined in Section 14, below, together with the CFD No. 1 formation documents, is a Financing Mechanism.

G. Section 14 of the Acquisition Agreement provides that DEVELOPER must secure construction of the Improvements with a bond or other security, but that such bond amount must be reduced by amounts of CFD proceeds dedicated for the Improvements as the City "determine[s] is appropriate."

2. **CONSTRUCTION OF IMPROVEMENTS.** At its sole cost and expense, DEVELOPER agrees to furnish all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary to complete the Improvements set forth in the approved plans and specifications and in conformance with the Approvals (as that term is defined in the Development Agreement), CITY standards, and federal and state requirements.

3. **ESTIMATED COST OF IMPROVEMENTS.**

A. The estimated hard costs of the Improvements is $9,742,000, inclusive of a 15% contingency ("Estimated Hard Costs").

B. A copy of the Estimated Hard Costs is attached hereto as **Exhibit B** and incorporated by this reference.

C. The estimated additional cost to complete the Improvements include final design of 5%, right-of-way acquisition of 5%, permits of 3%, 5% for future

price inflation, and construction management and project management and inspections of 10%, and 5% for future price inflation, less costs incurred to date, for an estimated additional cost of $ $_____ ("Estimated Soft Costs") at time of completion.

D. The combined total of Estimated Hard Costs and Estimated Soft Costs is $_____ (hereafter, the "Total Estimated Costs").

4. **MODIFICATIONS TO TOTAL ESTIMATED COSTS.**

A. The Estimated Hard Costs in **Exhibit B** shall not be increased by more than five percent (5%) without DEVELOPER delivering written notice to the City Engineer. If during the course of construction of the Improvements, DEVELOPER is presented with a change order or set of change orders that would increase the Estimated Hard Costs secured by a bond by more than 15%, DEVELOPER must receive the approval of City Engineer before approving the change order(s), which shall not be unreasonably withheld or conditioned, subject only to the City Engineer's right to require, pursuant to Subsection B below, a corresponding increase in the amount of the bonds for such Improvements.

B. Should the Total Estimated Costs bonded for be inadequate to cover increased costs to complete the Improvements, the City Engineer may require, and Developer will comply with, an increase in the bond coverage to reflect the increased costs for constructing the Improvements to ensure adequate bonds are in place. To the extent such costs exceed the Total Estimated Costs, the bonds applicable to such Improvements shall be increased by the difference.

5. **TIME FOR COMPLETION.** DEVELOPER shall complete the Improvements in accordance with the timing requirements and thresholds set forth in the Development Agreement. Improvements will be deemed "complete" when they may be safely used by pedestrians and motorists for their intended purpose as reasonably determined by the City Engineer. Pursuant to Section 7.2.1 of the Development Agreement, CITY must cooperate with Developer and take all actions necessary and appropriate to facilitate timely completion of the Improvements. To that end, the parties acknowledge that DEVELOPER has exhausted all commercially reasonable efforts to obtain the required property for Improvements, and therefore, the CITY shall be responsible for acquiring any right-of-way or real property interest required by DEVELOPER to complete the Improvements. Notwithstanding the foregoing, it shall remain the DEVELOPER's responsibility to complete the Improvements as set forth in this Section and the Development Agreement, and DEVELOPER will hold CITY free and harmless from any liability arising from any delays in acquiring needed property caused by factors beyond CITY's control. DEVELOPER and CITY shall comply with the following additional schedule and time limits for completion of the Improvements:

Action	Date
Developer has submitted to the City plans, specifications, reports, cost estimates and schedules ("Plan Submittal") to City	Last City submittal made on December 12, 2023.
City to submit comments and/or notice of deficiency to Developer with fee deposit request	No later than 45 working days from Plan Submittal
Developer to submit fee deposit and responses and/or corrections to City comments and/or notice of deficiency	No later than 45 working days from receipt of City comments and/or notice of deficiency
Developer to commence construction	No later than 12 months after receiving all required permits and approvals.
Developer to complete construction	No later than 24 months from when construction commences

CITY's City Manager, in his/her reasonable discretion, may approve extensions of time upon submittal of a written request from DEVELOPER. If DEVELOPER seeks an extension of time to complete the Improvements more than twenty-four (24) months after receipt of all required permits and approvals, DEVELOPER agrees it must obtain the written approval of the Ventura County Fire Department and will provide a copy of said approval to CITY upon receipt.

6. **COMPLETION BY CITY.** Should DEVELOPER fail to complete the Improvements within the time for completion in breach of the terms of this Agreement, CITY, at its option, may enter onto DEVELOPER's property to complete the Improvement and satisfy Section 4, above, at DEVELOPER's cost. This option is in addition to any other remedies available to CITY.

7. **INSPECTION; CONSTRUCTION; FINAL ACCEPTANCE.**

A. DEVELOPER will provide on-site construction management to supervise construction and ensure the Improvements are completed in accordance with the plans approved by the City Engineer. The DEVELOPER shall have responsibility to ensure that the construction is accomplished in accordance with the approved plans and specifications. The DEVELOPER's construction manager shall submit timely requests for inspection by City and/or other required public agencies as needed throughout project construction.

B. The City Engineer shall have the right to inspect the construction of the Improvements to confirm that the construction is accomplished in accordance with the approved plans. City personnel shall have access to the construction at all reasonable times for the purpose of accomplishing

such inspection.

C. After DEVELOPER's contractor has completed the Improvements, DEVELOPER shall request a final inspection of such work, and the work shall be inspected, approved and accepted in strict compliance with the terms of Government Code section 66499.7.

D. No inspection or acceptance pertaining to specific parts of the Improvements shall be construed as final acceptance of any part until the overall final acceptance of the Improvements is made by the CITY in accordance with Government Code section 66499.7 and the Development Agreement. Final acceptance shall not constitute a waiver by CITY of defective work subsequently discovered.

E. DEVELOPER will contract with Psomas as engineer of record to provide construction support services and provide certified as-built plans to the CITY prior to final acceptance of the Improvements.

F. DEVELOPER will contract with a consultant experienced in right-of-way acquisition services for completion of the Improvements.

G. Upon completion of the Improvements and final acceptance by the CITY, DEVELOPER shall promptly file a Notice of Completion with the City Clerk for recordation at the Ventura County Recorder's Office.

8. **CONTINUOUS WORK ON THE IMPROVEMENTS**. After commencement of construction of the Improvements, which will commence within twelve (12) months after receiving all required permits and plan approvals and acquisition of all necessary right-of-way, DEVELOPER shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than sixty (60) days, events of Force Majeure excepted. For the avoidance of doubt, restrictions imposed by a 408 ACOE permit or any other permit or approval, as well as any delays relating thereto, are a Force Majeure event. Notwithstanding the foregoing, the Improvements shall be completed by Developer within twenty – four (24 months) after commencement of construction of the Improvements and accepted by the City in accordance with subsections C. and D. of Section 7, above.

9. **WARRANTY OF IMPROVEMENT PLANS.** DEVELOPER warrants that the plans and specifications for the Improvements shall conform to the Approvals (as the term is defined in the Development Agreement), together with all conditions made a part of such Approvals. Except as directed by CITY, DEVELOPER further warrants that the plans and specifications can be relied upon to accomplish the Improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the plans and specifications at any time before final acceptance of the Improvements prove to be inadequate in any respect except to the extent said plans and specifications were directed by the CITY, DEVELOPER agrees to make such changes

reasonably deemed necessary by CITY to complete the Improvements in a good, workmanlike manner and in accordance with accepted construction practices. DEVELOPER further agrees to make or cause to be made such engineering, soils and other reports as may be required by CITY.

10. **CITY NOT LIABLE FOR PLANS AND SPECIFICATIONS**. CITY is not an insurer or surety for the design or construction of the Project. And CITY, its officers, officials, employees, agents, representatives, and certified volunteers are not liable or responsible for any claim arising during construction of the Project or Improvements, unless it can be shown that such person directed that the Project or Improvements be designed or constructed in a manner contrary to the wishes and desires of DEVELOPER, and DEVELOPER filed a written objection or equivalent notice with the City Engineer before commencing such work or Improvement. .

11. **WARRANTY OF WORK.** DEVELOPER warrants that the Improvements will be constructed in conformance with the approved plans and specifications, CITY standards, and the highest industry standards. Should any Improvement fail to comply with this warranty or any other provision of this Agreement within one (1) year after CITY's final acceptance, DEVELOPER shall, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Should DEVELOPER fail to act promptly or in accordance with this requirement or should the exigencies of the case require repairs or replacements to be made before DEVELOPER can be notified, CITY will, at its option, make the necessary repairs, replacements, or reconstruction, as determined by CITY. DEVELOPER shall pay to CITY the actual cost of such repairs, replacements, or reconstruction plus CITY's administrative costs. This section is not a waiver of any other right CITY may have for correcting faulty workmanship or defective materials.

12. **REPAIRS AND REPLACEMENTS.** DEVELOPER shall repair or replace, as reasonably determined by CITY, Improvements and monuments destroyed or damaged by DEVELOPER's actions and to repair or replace, as reasonably determined by CITY, any property damaged or destroyed by DEVELOPER. Any such repair or replacement shall be completed to CITY's reasonable satisfaction and approval, and at no cost to CITY and not limited by any surety bond required in this Agreement.

13. **CITY'S RIGHT OF ENTRY**. DEVELOPER grants CITY right of entry to DEVELOPER's property, to the extent applicable, to inspect the Improvements constructed by DEVELOPER and to ensure compliance with this Agreement.

14. **CONTRACT SECURITY.**

A. Concurrently with the execution of this Agreement, DEVELOPER shall

furnish:

i. A surety bond in an amount equal to at least one hundred percent (100%) of the Total Estimated Costs as security for the faithful performance of this Agreement, in the amount of $_____.

ii. A separate surety bond in an amount equal to at least one hundred percent (100%) of the Estimated Hard Costs for said Improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement.

B. The surety bonds in Subsection A. shall be paid and in effect until the earlier to occur of (i) CITY's final acceptance of the Improvements and receipt of warranty bonds in accordance with the warranty required by Section 11 and 14, or (ii) receipt in CITY's account of CFD bond sale proceeds from Harvest Community Facilities District No. 1 sufficient to fund the Improvements and designated for that purpose. Should another jurisdiction with authority over the Improvements project require security for the Improvements that are duplicative of the amounts set forth in this Agreement, the parties will cooperate in good faith to ensure that Developer is not required to incur the cost of bonding twice for the Improvements and to ensure that City and any other agency requiring bonding are adequately secured, such as adding one or more of the agencies as an obligee to the surety in an appropriate rider to the bonds furnished to the lead agency for the Improvements. Additionally, pursuant to Government Code 66499.5, CITY acknowledges the Improvements contemplated herein are financed and installed pursuant to special assessment proceedings and, in accordance with Santa Paula Municipal Code § 16.80.950 and DEVELOPER's satisfaction of same, agrees that, upon furnishing by the contractor of the faithful performance and labor and material bonds required by the special assessment act being used, the improvement security of the DEVELOPER shall be reduced by an amount corresponding to the amount of such bonds so furnished by the contractor.

C. CFD bond sale proceeds will be paid to DEVELOPER upon completion of the Improvements by DEVELOPER and acquisition of the Improvements by CITY pursuant to this Agreement and the terms of the Funding, Construction and Acquisition Agreement for Harvest Community Facilities District No.1 dated as of March 1, 2017, as may be amended ("Acquisition Agreement"). In the event there are insufficient CFD bond proceeds, the CITY will not be responsible for reimbursing DEVELOPER for the Improvements, and pursuant to Section 15 of the Acquisition Agreement, the CITY is only required to reimburse DEVELOPER for those Public Facilities (as the term is defined in the Acquisition Agreement) which can be reimbursed with the total of the amount of available bond sale proceeds. Nothing herein shall relieve DEVELOPER from its obligation to complete

the Public Facilities pursuant to the terms of this Agreement and the Development Agreement.

D. In accordance with Section 14 of the Acquisition Agreement, the CITY will reduce the aggregate principal amount of the surety bonds by such amount as it determines is appropriate to allocate to the Improvements, upon receipt of the bond sale proceeds.

15. **WARRANTY BONDS.** Prior to CITY's final acceptance of the Improvements, DEVELOPER shall file with the CITY a bond guaranteeing the warranty requirements of Section 11 in the amount of at least ten percent (10%) of the Total Estimated Costs. This warranty bond will be released one year after final acceptance of the Improvements, subject to CITY's timely inspection of the Improvements and determination that the Improvements are free of defects.

16. **PERFORMANCE BY CITY OR SURETY**.

A. Should DEVELOPER fail to construct the Improvements in the manner and at such locations as specified within the time requirements of this Agreement, or if DEVELOPER is not carrying out the intent of this Agreement, CITY may serve written notice upon DEVELOPER and the surety on DEVELOPER's faithful performance bond demanding satisfactory compliance with this Agreement.

B. Should CITY serve such written notice, CITY may do any one, or combination of, the following:

i. Serve written notice upon the surety on its faithful performance bond demanding satisfactory compliance with this Agreement. In such event the surety must, within five (5) days, assume control and construct the Improvements as DEVELOPER'S successor;

ii. CITY may construct the improvements itself, or by contract, at DEVELOPER's expense on a time and materials basis. In such event, CITY may take possession of and utilize in completing the Improvements' construction, materials, appliances, and other property belonging to DEVELOPER as may be on the site of the work without liability to CITY. DEVELOPER's surety will be liable to CITY for any excess cost of damages incurred by CITY.

C. Nothing in this section waives, or serves as a limitation upon, any additional remedy CITY may have under this Agreement or applicable law.

17. **SURETY BOND TO INCLUDE LETTER OF CREDIT.** The term "surety bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. The term "surety" includes the issuer of any letter of credit or cash deposit agreement, which is acceptable to CITY as security for the performance of this Agreement. Sureties must be admitted to do business in the State of California.

18. **BEST MANAGEMENT PRACTICES**. DEVELOPER agrees to use best management practices ("BMPs"), as that term is defined under applicable law including, without limitation, the Santa Paula Municipal Code, in constructing the improvements anticipated by this Agreement. DEVELOPER's failure to comply with the terms of this Section constitutes a material breach of this Agreement.

19. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports specific to the improvements identified herein prepared by DEVELOPER under this Agreement are CITY's property. DEVELOPER may retain copies of said documents and materials as desired, but must deliver all original materials to CITY upon CITY's written notice.

20. **INDEPENDENT CONTRACTOR.** CITY and DEVELOPER agree that DEVELOPER will act as an independent contractor and will have control of all work and the manner in which it is performed. DEVELOPER will be free to contract for similar service to be performed for other employers while under contract with CITY. DEVELOPER is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct DEVELOPER as to the details of doing the work or to exercise a measure of control over the work means that SUBDIVIDER will follow the direction of CITY as to end results of the work only.

21. **INDEMNIFICATION.**

A. DEVELOPER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, DEVELOPER must defend CITY (at CITY's request and with counsel satisfactory to CITY) and indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. The Parties agree that this section will remain in full force and effect until the

Improvements have been formally accepted by CITY.

D. The requirements as to the types and limits of insurance coverage to be maintained by DEVELOPER, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by DEVELOPER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

22. **INSURANCE**.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial General Liability (Bodily Injury, Personal Injury, and Property Damage)	$5,000,000 Occurrence
Commercial Automobile Liability (Any Auto Hired and Non-Owned Liability)	$2,000,000 Per Accident
Worker's Compensation	Statutory
Employers Liability (Bodily Injury by Accident)	$1,000,000 Each Accident

B. The amount of insurance set forth above will be a per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officers, officials, agents, employees and volunteers as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days' prior written notice to CITY.

C. DEVELOPER must furnish and require its contractors and subcontractors to furnish to CITY duly authenticated Certificates of Insurance evidencing

maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. DEVELOPER will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

23. **NOTICES.**

A. Unless expressly stated otherwise, all notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

If to the City
City of Santa Paula
Public Works Department
Attn: Clete J. Saunier, P.E., Public Works Director
P.O. Box 569
Santa Paula, CA 93061-0569

If to the Developer
Limoneira Lewis Community Builders LLC
c/o Lewis Management Corporation
Attn: David Lauletta
133 N. 10th Street
Santa Paula, CA 93060

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

24. **COMPLIANCE WITH LAW.** DEVELOPER will comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at DEVELOPER's own cost.

25. **FORCE MAJEURE.** Developer's time for commencement and completion of the Improvements shall be extended for the period of any delay due to one more of the following circumstances beyond the control and without the fault of DEVELOPER ("Force

Majeure"): adverse weather conditions; flood; earthquakes; strikes; lockouts; acts of God; enemy action; civil commotion; acts or failures to act of a public agency (including, without limitation, delay in the issuance of permits or approvals by governmental authorities that are required for the work); fire or other casualty; failure or inability to secure materials or labor; changes in local, state or federal laws or regulations; pandemics; epidemics; lack of financing due to generally applicable economic conditions affecting the capital markets generally; and strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of DEVELOPER, its contractors, and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. DEVELOPER shall be required to provide CITY with timely notice of the facts and circumstances constituting or giving rise to the Force Majeure event and to keep the CITY fully apprised with respect thereto. The parties shall meet as early as reasonably practicable to discuss the Force Majeure event, agree on any additional actions to be taken by either party, and document the agreed length of delay caused by the Force Majeure event. Should the Force Majeure event be further delays in ACOE issuance of a 408 Permit, "commencement of the grounds" for an extension shall be the date that the ACOE next notifies DEVELOPER of additional requests for information or corrections to its permit application, and notice to the City of the additional requests via email to the Public Works Director and City Engineer shall constitute adequate written notice of the Force Majeure event to the City. The City Manager shall evaluate and approve or deny all claims to Force Majeure made by the DEVELOPER and the decision of the City Manager shall be the final determination of the City, subject only to judicial review.

26. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

27. **SEVERABLE.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

28. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

29. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

30. **GOVERNING LAW.** This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in the County of Ventura.

31. **AUTHORITY/MODIFICATION.** This Agreement is subject to and conditioned upon approval and ratification by the Santa Paula City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's City Manager may execute any such amendment on behalf of CITY.

32. **BINDING UPON SUCCESSORS**. The terms of this Agreement constitute a burden and benefit upon the Property. Accordingly, this Agreement will be recorded and the terms will run with the Property and become binding upon DEVELOPER's heirs, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF SANTA PAULA,
a municipal corporation

Dan Singer,
City Manager

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,
a Delaware Limited Liability Company

David Lauletta,
Authorized Agent

ATTEST:

Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

Monica Castillo,
City Attorney

65283.00302\41962492.3

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

The bridge construction consists of the construction of an approximate 232-foot long single-span bridge over Santa Paula Creek as part of the extension of Santa Paula Street from Grant Line Street to Hallock Drive. The span bridge will be supported by two abutments, wing walls, and will accommodate two 12-foot wide traffic lanes, two 6-foot wide sidewalks, two 5-foot wide bike lanes for a total width of 48-feet. The superstructure of the bridge will be a 232-ft long, 48-ft wide, reinforced concrete, post- tensioned box girder carrying two lanes of traffic, two bike lanes, and two sidewalks. The bridge has been designed as a free-span bridge, with no permanent pier support (substructure) placed in the creek bed. Two abutments will support the superstructure on each side of the creek above the 100-year flood elevation. The plans and specifications for the bridge, known as City Drawing No. 40.35-112, are on file with the City.



EXHIBIT B

ESTIMATED COST OF IMPROVEMENTS

(Attached behind)

CITY OF SANTA PAULA
LEWIS LIMONEIRA
PROJECT: SANTA PAULA CREEK BRIDGE, UNDERCROSSING, AND APPROACH WALLS
CITY #
DATE: 9/28/2023

ENGINEERS OPINION OF PROBABLE COST

CALTRANS BEES No.	Item No.	ITEM	Unit of Measure	Estimated Quantity	Unit Price	Item Total
	1	MOBILIZATION 10%	LS	1	$847,083.74	$847,084
		SANTA PAULA CREEK BRIDGE				
192003	2	STRUCTURE EXCAVATION (BRIDGE)	CY	649	$150.00	$97,315
193003	3	STRUCTURE BACKFILL (BRIDGE)	CY	598	$250.00	$149,528
260203	4	CLASS 2 AGGREGATE BASE	CY	69	$300.00	$20,622
500001	5	PRESTRESSING CAST-IN-PLACE CONCRETE	LB	83749	$5.00	$418,746
510051	6	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	174	$1,000.00	$174,222
510053	7	STRUCTURAL CONCRETE, BRIDGE	CY	1242	$2,000.00	$2,484,682
510086	8	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	128	$1,300.00	$166,111
511035	9	ARCHITECTURAL TREATMENT	SF	1650	$25.00	$41,247
519100	10	JOINT SEAL (MR 3")	LF	95	$300.00	$28,400
520102	11	BAR REINFORCING STEEL (BRIDGE)	LB	284514	$2.50	$711,285
xxxxx	12	WATER PIPE SUPPORTS	LS	1	$54,000.00	$54,000
839719	13	CONCRETE BARRIER (TYPE 732SW)	LF	506	$400.00	$202,267
833090	14	TUBULAR HANDRAILING (MODIFIED)	LF	506	$175.00	$88,492
		UNDERCROSSING				
192025	15	STRUCTURE EXCAVATION (CULVERT)	CY	830	$150.00	$124,536
193004	16	STRUCTURE BACKFILL (CULVERT)	CY	325	$180.00	$58,486
260203	17	CLASS 2 AGGREGATE BASE	CY	54	$300.00	$16,100
510090	18	STRUCTURAL CONCRETE, BOX CULVERT	CY	242	$2,000.00	$484,220
520101	19	BAR REINFORCING STEEL	LB	46565	$2.50	$116,413
740550	20	PUMPING PLANT EQUIPMENT	LS	1	$100,000.00	$100,000
190101	21	ROADWAY EXCAVATION	CY	182	$150.00	$27,320
192037	22	STRUCTURE EXCAVATION (RETAINING WALL)	CY	2056	$150.00	$308,384
193003	23	STRUCTURE BACKFILL	CY	71	$180.00	$12,700
260203	24	CLASS 2 AGGREGATE BASE	CY	309	$300.00	$92,556
510060	25	STRUCTURAL CONCRETE, RETAINING WALL	CY	643	$850.00	$546,628
	26	6" CONCRETE ASPHALT PAVEMENT	SF	1320	$10.00	$13,200
520101	27	BAR REINFORCING STEEL	LB	121221	$2.50	$303,052
833033	28	CHAIN LINK RAILING (TYPE 7 MODIFIED)	LF	407	$130.00	$52,910
		APPROACH MSE WALLS				
477020	29	MECHANICALLY STABILIZED EMBANKMENT	SF	7186	$120.00	$862,267
833090	30	TUBULAR HANDRAILING (MODIFIED)	LF	722	$175.00	$126,350
839719	31	CONCRETE BARRIER (TYPE 732SW)	LF	722	$400.00	$288,800
		OTHER ITEMS				
	32	WATERLINE	LS	1	$200,000.00	$200,000

	33	APPROACH ROADWAY SURFACE, STRIPING, ETC	LS	1	$50,000.00	$50,000
	34	ROADWAY LIGHTING	LS	1	$50,000.00	$50,000
					SUBTOTAL	**$8,470,837**
					CONTINGENCY (15%)	$1,270,626
					TOTAL	**$9,741,463**
					ROUNDED TOTAL	**$9,742,000**

CITY OF SANTA PAULA
MEMORANDUM

To: Planning Commission

From: Monica Castillo, City Attorney

Subject: EIR ADDENDUM FOR THE EAST AREA 1 PROJECT AND AMENDMENT NO. 3 TO THE DEVELOPMENT AGREEMENT (HARVEST AT LIMONEIRA PROJECT)

Date: January 29, 2024

Agenda Item: 6.A

RECOMMENDATION:

Staff recommends that the Planning Commission:

1. Adopt Resolution No. 3858 recommending the City Council (i) approve Addendum No. 3 to the Final Supplemental Environmental Impact Report (EIR) associated with the East Area 1 Specific Plan Amendment No. 4 and Amendment No. 3 to the Development Agreement, and (ii) adopt an ordinance to approve Amendment No. 3 to the Development Agreement subject to City Council approval of East 1 Specific Plan Amendment No. 4.

City Council introduction of the ordinance would occur at a February 13, 2024 Special Meeting, and if there are no changes, second reading and adoption would occur on February 21, 2024. Staff intends to present the proposed East Area 1 Specific Plan Amendment No. 3 to the Planning Commission for recommendation to the City Council in February 2024, which would then be brought to the City Council for first reading in March 2024 and later for second reading and adoption in April 2024. These dates will depend on each decision-making body's actions.

PRESENTED BY: Various Presenters

BACKGROUND:

PROCEDURAL FACTS:

Limoneira Lewis Community Builders, LLC (“Developer” or “Applicant”) has applied for a fourth amendment to the East Area 1 Specific Plan (hereafter, “EA1 SPA”) and a third amendment to the current Development Agreement (“DA Amendment”) for the planned community development known as the Harvest at Limoneira (hereafter, “Harvest”). Tonight, the Planning Commission is asked to consider recommending that the City Council adopt an ordinance approving the DA Amendment and finding that the proposed changes to the existing project (as described in Section 2.2. of the draft EIR Addendum No. 3) will not result in new

significant impacts or substantial increase in the severity of significant impacts identified in the certified EIR.

The EA1 SPA is not before the Planning Commission this evening and will be presented for Planning Commission consideration at its regular meeting in February. It is being discussed for a fuller picture of the Harvest Project.

Since the first model opening in June 2019, Harvest has experienced a strong and steady demand for residential housing with 586 homes completed and occupied, and another 121 homes under construction to date. Throughout Ventura County, there is a lack of housing supply, including affordable new single family residential and multi-family. In contrast, commercial office and retail in Ventura County continue to experience insufficient demand due to increasing vacancy and rent concessions with no recovery forecasted in the near future. Within East Area 1 certain commercial and civic use areas have existing overlay zoning for residential and multi-family uses.

Due to the elementary school 10.3-acre site not being feasible for the school district and a lack of commercial use demand, the Developer is proposing to add 550 residential units consisting of 300 for rent multifamily units, and 250 for sale residential units across Phase I (Haun Creek Neighborhood) and II (Foothill Neighborhood). In August of 2022, Developer requested the additional 550 units and asked for the City Council's preliminary approval to move the process forward with the appointment of an Ad Hoc committee to assist staff in negotiations. On December 21, 2022, then-Mayor Sobel appointed then-Councilmembers Cornejo and Crosswhite to the new Development Agreement Negotiation Team Ad Hoc Committee.

The infrastructure to service East Area 1 has been oversized based on City requirements and has sufficient capacity to service the proposed 550 residential units. East Area 1 future development provides the residential housing in conformance with the land use zoning of the 2040 General Plan and is a critical source of future residential housing for the City of Santa Paula to meet the State- mandated future Housing Element requirements identified within the regional Housing Needs Assessment (RHNA). Furthermore, if the proposed third amendment to the development agreement is approved, the Developer would pay $5.5 Million toward the offsite affordable housing project known as Arrive Santa Paula, generating units that will provide 45% (298 units) of the City's total unit requirement, 39% (40 units) of the City's Very-Low Income requirement, and 103% (122 units) of the City's Low-Income requirement, for the current RHNA cycle.

ANALYSIS:

PROJECT OVERVIEW

East Area 1 Specific Plan Amendment

Approved East Area 1 Specific Plan (EA1 SP-3)

The East Area 1 Specific Plan (EA1 SP-3) was first approved by the City Council in 2008, and was later amended on January 2015 and November 2015. A land use map of the approved plan is attached as Attachment A.

As currently approved, the East Area 1 Specific Plan reserves approximately 80 acres in the northern portion of the Specific Plan area as open space; allows development of up to 1,500

residential units complemented by parks, schools, and other public facilities; and allows for a small amount of neighborhood commercial and business park uses. Primary access to the Specific Plan area is currently provided by Hallock Drive. Santa Paula Street will be extended from the west by a new bridge that will go over Santa Paula Creek to provide additional access in accordance with the approved Specific Plan.

The existing East Area 1 Specific Plan is organized by districts and neighborhoods. The Open Space District includes the open space and agricultural preserve areas in the northern portion of the Specific Plan area and open space buffer areas along Santa Paula Creek and Haun Creek on the western and eastern edges of the Specific Plan area, respectively. The Haun Creek and Foothill Residential Neighborhoods are located in the eastern portion of the Specific Plan area. The Santa Paula Creek Residential Neighborhood is located in the western portion of the Specific Plan area. In addition to these residential neighborhoods, the Specific Plan established a Civic District in the southwestern portion of the Specific Plan area that includes a 35-acre community park (Sports Park) and sites for school facilities, and the Hallock Center District along the southern edge of the Specific Plan area, where development of residential, commercial and business park uses are allowed.

To date, approximately 600 homes have been built in the Haun Creek Neighborhood and Hallock Center District. The first phase of the Sports Park located in the western portion of the Specific Plan area is currently under development. Since approval of the November 2015 Specific Plan Amendment, Santa Paula Unified School District determined the northern site in the Civic District reserved for development of an elementary school was no longer needed and residential development of this site with 121 of the previously approved 1,500 residential units was approved by the City.

Proposed East Area 1 Specific Plan Amendment (EA1 SPA)

The proposed EA1 SPA would amend the current East Area 1 Specific Plan and is referred to as the East Area 1 Specific Plan Amendment ("EA1 SPA") . The plan amendment is in response to the increased need for additional housing in Santa Paula and Ventura County. An associated amendment to the approved Development Agreement, which amendment is described further below, is also proposed. In addition, recent plans for commercial and business park development within the City's 95- acre East Gateway planning area, located immediately south of the East Area 1 Specific Plan area has reduced the demand for commercial and business park uses in the East Area 1 Specific Plan area. The below table shows the proposed EA1 SPA land uses in comparison to the approved land uses.

EAST AREA 1 LAND USE SUMMARY

	Approved[a]			Proposed[b]			
Land Use	acres	units/size	du/ac	acres	units/size	du/ac	Change
Residential							
Haun Creek Neighborhood/Hallock Center East (Phase I)	86.2	632 du	7.3	86.2	707 du	8.2	75 du
Foothill Neighborhood (Phase II)	98.0	492 du	5.0	98.0	554 du	5.7	62 du
Santa Paula Creek Neighborhood (Phase III)	50.0	376 du	7.5	50.0	489 du	12.2	113 du
Hallock Center West (Phase I)	0	0 du	0	17.9	300 du	16.8	300 du
Subtotal	*234.2*	*1,500 du*	*6.4*	*252.1*	*2,050 du*	*8.1*	*550 du*
Commercial/Industrial							

Light Industrial – Hallock Center West	13.5	25,000 sf	-	0	0 sf	-	-25,000 sf
Commercial – Hallock Center West	4.4	215,000 sf	-	0	0 sf	-	-215,000 sf
Subtotal	*17.9*	*240,000 sf*	-	*0*	*0 sf*	-	*-240,000 sf*
Civic/Institutional							
Schools – Civic District[c]	19.2	-	-	8.3	-	-	-10.9 ac
Fire – Hallock Center District	1.0	-	-	1.5	-	-	0.5 ac
Subtotal	*20.2*	-	-	*9.8*	-	-	*-10.4 ac*
Open Space, Parks, and Agriculture							
Public Athletic Fields (OS-3)	37.8	-	-	37.8	-	-	0 ac
Parks/Greenways (OS-2)	55.2	-	-	55.2	-	-	0 ac
Open Space Preserve (OS-1)	77.3	-	-	77.3	-	-	0 ac
Agricultural Preserve (AG)	55.0	-	-	55.0	-	-	0 ac
Subtotal	*225.3*	-	-	*225.3*	-	-	*0 ac*
TOTAL	**497.6**			**497.6**			**0 ac**

Notes:

a – Approved land uses as defined in 2015 East Area 1 SP SEIR

b – Proposed land uses as defined in the 2024 Draft Proposed East Area Specific Plan SP-3

c – Reflects Santa Paula Unified School District previously declining use of one of two available school sites and prior City approval of residential units on this site.

Attachment B identifies the approved tentative tract maps and shows existing and planned development within the Specific Plan Area. The proposed amendment to the East Area 1 Specific Plan would increase the number of housing units allowed within the Haun Creek, Foothill and Santa Paula Creek Neighborhoods and Hallock Center District by 550 units from 1,500 to 2,050 units, as shown in Attachment B. The 2,050 units includes 1,750 single family units and potentially 300 rental units (150 duplexes).

Assisted living units would no longer be developed. The 19.2 acres reserved for development of school facilities by the Santa Paula Unified School District (SPUSD) would be reduced to a 8.3-acre site due to the SPUSD decision not to use the site for a school. No changes to the approximately 225 acres of park and open space areas defined in the Approved Specific Plan are proposed. The number of acres provided for the Community Park (Sports Park) and neighborhood parks would also remain the same.

Development Agreement Amendment No. 3

Approved Development Agreement

On February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement to govern development of Harvest ("Development Agreement"). The development would include up to 1,500 residential units, approximately 240,000 square feet of office, retail, light industrial and assisted living facilities, approximately 19 acres for educational and other civil facilities, and approximately 223 acres of undeveloped land, including open space and agricultural preserves, parks and greenways. On September 21, 2015, Developer became the successor in interest to the rights, duties and obligations of the Limoneira Company pertaining to the Development Agreement.

On March 18, 2020, the City and the Developer entered Amendment No. 1 to the

Development Agreement ("Amendment No. 1") amending Section 3.1.1(a) of the Development Agreement to provide for an extension of the timeframe within which to complete construction of the Santa Paula Creek Sports Park.

On April 21, 2021, the City and Developer again amended the Development Agreement ("Amendment No. 2") to, among other things, modify Section 3.3.2 to require that certain traffic improvements be completed prior to issuance of the 750th certificate of occupancy within the Project, including the improvements to the intersection of State Route 126 and Hallock Drive specified in Mitigation Measure T- 1 (the "SR 126/Hallock Improvements"), and to modify the parties obligations with respect to Public Benefit Housing.

Addenda and operating memoranda have also been executed throughout the years to clarify and interpret the Development Agreement terms, as permitted by the Development Agreement.

Proposed Amendment No. 3 to Development Agreement (Amendment No. 3)

The proposed Amendment No. 3 to the Development Agreement ("Amendment No. 3") is necessary to implement the East Area 1 Specific Plan Amendment's addition of 550 residential units. (See Attachment C.) Proposed Amendment No. 3 was the result of extension negotiations between the City and Developer, including input from an ad hoc committee of the City Council, comprised of then-Councilmembers Cornejo and Crosswhite. Considerable credit was granted for public infrastructure and utilities constructed by the Developer as part of the original 1500-home project. Instead, the focus of negotiations was placed on completion of the regional sports park and on affordable housing.

As a result of those negotiations, the parties agreed to the following key terms in exchange for the 550-unit increase:

Santa Paula Creek Sports Park

Except for turf and irrigation features, Phase 1 of the Sports Park would be completed and accepted by the City no later than March 15, 2024. The turf and associated irrigation for Phase 1 is currently inadequate and will likely not be ready for acceptance until after March 2024. Developer would pay up to $200,000 toward Phase 1 turf and irrigation and would continue to work alongside City to establish turf and irrigation satisfactory to the City. In addition, Developer has agreed to waive City's reimbursement of up to $850,000 that Developer incurred in the construction of Phase 1 in excess of Developer's agreed contribution to the Sports Park of $6,000,000 (as adjusted for inflation) plus Developer's payment of the additional Joint Civic Facilities in Lieu Fee of $5,000.000 that was allocated to the Sports Park.

In addition to the contributions described above, Developer would pay up to $4,000,000 for supplemental sports park improvements. Phase 1 supplemental improvements include, for example, overhead lighting, a pickle ball court, and a restroom/concession building.

Construction of the supplemental improvements would begin 120 days after the effective date of Amendment No. 3 or the City's approval of plans for the supplemental improvements, whichever occurs later.

In addition, the City would use Community Facilities District (CFD) No. 1 bond proceeds to reimburse the Developer for the roughly 37 acres of sports park land that had been dedicated

to the City under the original Development Agreement. The land is to be valued at $300,000/acre, which is the cost specified in the City's 2016 Development Impact Fee (DIF) Study. If there are insufficient funds in CFD bond proceeds to fully reimburse the Developer for the park land dedication and other eligible Public Facilities (as defined in the amendment), the City will not be responsible for the unreimbursed amount.

Water Rights

For final tract maps recorded this year and after, the amendment would require Developer to transfer groundwater production rights equivalent to demand rates set forth in the current East Area One Potable Water System Master Plan (PWMP). The Developer must perform a water use study and monitoring program one year after the issuance of the last certificate of occupancy for each final map to determine the actual per capita water use for the residential users within Harvest. Depending on the actual per capita residential water use rate, Developer must transfer additional rights to the City if actual use exceeds the 64 gpd rate or the City must credit water rights to the next final tract map if the actual per capita use rate is below 64 pgd. A maximum amount of water rights will be determined based on an updated PWMP.

Traffic Circulation Infrastructure

The Developer must complete the following traffic improvements according to the specifications and milestones indicated:

1. Santa Paula Creek Bridge will be completed as required by the Ventura County Fire District (VCFD).
    a. Start construction within 12 months after receiving all required permits and plan approvals, and subject to the Army Corps of Engineers 408 permit restrictions which allow work in the Santa Paula Creek only during the dry season (May – September).
    b. Complete. No building permits or certificates of approval will be issued beyond the first 1,261 units approved through Phase II (Foothill Neighborhood) until the bridge is substantially completed and available for emergency access use.
    c. Before starting construction and issuance of the first building permit in the Foothill Neighborhood, enter into an offsite improvement agreement with the City to secure timely completion of the bridge and provide a performance bond in the approximate amount of $11,000,000. A draft form of the improvement agreement is attached as Exhibit K to the proposed Amendment No. 3. The final improvement agreement will go before the City Council for approval in February, and it should be noted that certain terms in the form improvement agreement attached as Exhibit K continue to be negotiated (e.g. bond amount, liquidated damages, and use of eminent domain).
    d. Developer will use good faith and commercially reasonable efforts to construct an additional temporary emergency access connecting the Harvest project to E. Telegraph using Dike Road and/or Texas Lane. When this access road is complete, an emergency access easement will be granted to VCFD, City, and Ventura County Watershed Protection District.
2. Before or concurrent with the Santa Paula Creek Bridge completion:
    a. Install a traffic signal and reconfigure the intersection of 12th S treet and Santa Paula Street.
    b. Reconfigure and widen intersection of Ojai Road (SR-150)/10th Street and Santa

Paula Street.

c. Reconfigure the intersection of Palm Avenue and Santa Paula Street.
d. Before the 1000th Certificate of Occupancy, widen and reconfigure the intersection at SR-126 and Hallock Drive.

Development Impact Fees

For each unit in excess of the first 1500 units in the East Area 1 project site, Developer will pay the following development impact fees.

Police Facilities

A fee of $1,818 per unit (or $1,000,000 total) toward the completion of the Police Station upgrade and expansion.

Civic Facilities

A fee of $636 per unit (or $350,000 total) to help fund City Hall and Corporate Yard renovations.

Library Facilities

A fee of $2,180 per unit (or $1,200,000 total) for the expansion of City library facilities.

Traffic and Circulation Improvements

A fee of $2,000 per unit to fund circulation and beautification improvements on Telegraph Road between Hallock Drive and 12th Street.

Bike Trail Extension Project

A fee of $1,000 per unit (or $550,000 total) to fund the proposed extension of the existing bike trail adjacent to the railroad tracks out to the Sports Park. This is a new term in the Development Agreement.

Wastewater Facilities

A sewer connection fee of $780 per unit (or $429,000 total) and a wastewater facilities fee of $4,127.34 per unit for the 1501st through 1750th unit. Developer will be exempt from the wastewater facilities fee for the last 300 units (the 1751st through 2050th unit) based on credit for wastewater facilities fees already paid/required under the existing Development Agreement terms.

Public Benefit Housing

For each unit in excess of the first 1500 units in the East Area 1 project site, Developer would pay $500 per unit (or $275,000 total) into the Down Payment Assistance Fund. The Down Payment Assistance Fund is intended to offset the down payment on a home either within the Harvest project or outside the project but within the city limits. Homebuyers must apply to the City's Public Housing Program to receive funds. The program gives priority in the following order (i) public safety employees employed by the City, (ii) other employees of the City whose tenancy furthers the inclusionary housing goals of the City, (iii) public school teachers, (iv)

other governmental employees whose employment necessitates residence in the City, (v) employees of hospitals located within the City, and (vi) any other qualified participants. Recipients must earn a gross annual income that does not exceed one hundred fifty percent (150%) of the Ventura County median household income. Funds are available until exhausted.

Inclusionary Housing

Instead of providing affordable housing units within the Harvest, Developer would make the following contributions to the City's Affordable Housing Trust Fund (AHTF) to construct affordable housing. For the first 1500 units, Developer would pay $6,500.000 into the AHTF for each market rate unit pursuant to the terms of the existing Development Agreement. For the additional 550 units, Developer would pay $5.5 Million into the AHTF to help finance Rise Santa Paula, a pending affordable housing project to be located at 18004 E. Telegraph Road.

Should the City not finance Rise Santa Paula for any reason, Developer would (i) contribute a total of $5,500,000 plus an annual increase of $ 400,000 per year commencing on January 1, 2025, up to a maximum payment of $ 8,250,000 to the AHTF to be used for an alternative offsite rental housing development of at least 50 very-low and low-income units, as determined by City (a "Replacement Project Contribution"). If no Replacement Project Contribution has been made prior to issuance of the 1,501st certificate of occupancy, Developer would pay an in lieu fee to the AHTF of $15,000 per unit prior to issuance of each certificate of occupancy.

ENVIRONMENTAL REVIEW:

The Harvest Project has been the subject of comprehensive environmental review since 2008 conducted in conformance with the requirements of the California Environmental Quality Act (CEQA). An Environmental Impact Report (EIR) analyzing the impacts of the East Area 1 Specific Plan as originally proposed and approved was certified in 2008 (2008 EIR). The City prepared two addendums to the 2008 EIR evaluating minor changes to the approved project. In 2015, the City prepared a Supplemental EIR (2015 SEIR) to analyze an amendment to the approved Specific Plan involving reconfiguration of the approved uses. Since 2015, the City has also prepared two additional Addendums to the 2015 SEIR and 2008 EIR evaluating minor changes to the approved Specific Plan.

CEQA authorizes the preparation of an Addendum to a previously certified EIR if the proposed changes to a project can be addressed by changes or additions to the EIR, but none of the conditions requiring preparation of a Subsequent EIR set forth in State CEQA Guidelines section 15162 have occurred. An addendum to an EIR is appropriate where:

1. No substantial changes are proposed in the Project that would require major revisions of the previous EIR due to the occurrence of new significant effects or a substantial increase in the severity of previously identified significant impact;
2. No substantial changes in circumstances under which the Project is undertaken would occur that would require major revisions of the previous EIR due to the occurrence of new significant environmental effects or a substantial increase in the severity of previously identified effects; and
3. No new information of substantial importance has been discovered that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was prepared.

Here, an Addendum to the previously certified EIR for the Project is appropriate because a review of current conditions and the amended Project demonstrates the following:

1. The amended Project would not have one or more significant effects not discussed in the previous EIR;
2. Significant effects previously examined would not be substantially more severe than shown in the Final EIR;
3. There are no new mitigation measures or alternatives previously found not to be feasible that would now in fact be feasible that would substantially reduce one or more significant effects of the amended Project, and that the amended Project proponents decline to adopt; and
4. No new mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR that would substantially reduce one or more significant effects on the environment, and that the amended Project proponents decline to adopt, are recommended.

(State CEQA Guidelines, § 15162(a).)

The City has prepared EIR Addendum No. 3 (Addendum No. 5 to the 2008 EIR and Addendum 3 to the 2015 SEIR) evaluating the proposed amendment to the approved Development Agreement and Specific Plan (See Exhibit "B" to Attachment C [Resolution No. 3858]). Based on the information contained in this Addendum, the proposed changes to the Project allowed by the Development Agreement as currently approved would not result in any new significant impacts or any substantial increase in severity of the significant impacts identified in the 2008 EIR and 2015 SEIR as updated by the previously prepared Addendums. Additionally, no new information of substantial importance has been identified that indicates the Project would result in any new significant impacts or any substantial increase in the severity of the significant impacts identified in the Final EIR.

PUBLIC NOTIFICATION:

A Notice of Public Hearing was published in the Santa Paula Times in compliance with state law.

STRATEGIC PLAN:

Though this item does not promote a specific objective in the City's 2-Year Strategic Plan, it furthers the following general goal: "Create an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, visiting and recreating."

FISCAL IMPACTS:

OPTIONS:

In addition to the recommended action, the Planning Commission has the following available alternative options:

1. Adopt Resolution No. 3858 with specified revisions to Amendment No. 3 to the Development Agreement and/or EIR Addendum No. 3.
2. Continue the hearing in order to obtain further information.

3. Deny the applicant’s request and direct staff to prepare a Resolution of Denial.

ATTACHMENTS:

Att A - Approved EA1 Land Use Map.pdf
Att C - Resolution No. 3858
Att B - Proposed Add'l Units Layout



FIGURE **2-1**

Approved Land Use Plan

ATTACHMENT C

RESOLUTION NO. 3858

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA PAULA RECOMMENDING CITY COUNCIL APPROVE ADDENDUM NO. 3 TO THE FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT (EIR) ASSOCIATED WITH EAST AREA 1 SPECIFIC PLAN AMENDMENT NO. 4 AND AMENDMENT NO. 3 TO THE DEVELOPMENT AGREEMENT, AND (II) ADOPT AN ORDINANCE TO APPROVE AMENDMENT NO. 3 TO THE DEVELOPMENT AGREEMENT SUBJECT TO CITY COUNCIL APPROVAL OF EAST AREA 1 SPECIFIC PLAN AMENDMENT NO. 4

The Planning Commission of the City of Santa Paula does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On February 26, 2015, the City entered into that certain First Amended and Restated Development Agreement, recorded on April 27, 2015 as Instrument No. 20150427 ("Development Agreement") with Limoneira Company for the development of what is commonly known as Harvest at Limoneira, a master-planned residential development in Santa Paula, California. The development includes up to 1,500 residential units, an estimated 240,000 square feet of office, retail, light industrial and assisted living facilities, 19 acres for educational and other civic facilities and approximately 223 acres of undeveloped land including open space and agricultural preserves, parks and greenways ("Project").

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Developer" or "Applicant") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement.

C. On or about March 18, 2020, the City and Developer entered Amendment No. 1 to the Development Agreement ("Amendment No. 1") amending Section 3.1.1(a) of the Development Agreement to provide for an extension of the timeframe within which to complete construction of the Santa Paula Creek Sports Park.

D. On April 21, 2021, the City and Developer again amended the Development Agreement ("Amendment No. 2") to, among other things, modify Section 3.3.2 to require that certain traffic improvements be completed prior to issuance of the 750th certificate of occupancy within the Project, including the improvements to the intersection of State Route 126 and Hallock Drive specified in Mitigation Measure T-1 (the "SR 126/Hallock Improvements"), and to modify the parties obligations with respect to Public Benefit Housing.

E. Addenda and operating memoranda have also been executed throughout the years to clarify and interpret the Development Agreement terms, as permitted by the Development Agreement.

F. Associated with a pending fourth amendment to the East Area 1 Specific Plan that will be considered by the Planning Commission at its regular February meeting, Developer now seeks approval of Amendment No. 3 to the Development Agreement ("Amendment No. 3").

G. Amendment No. 3 would among other things (i) vest the Applicant's right to construct the project with up to 550 additional units consistent with the pending Specific Plan Amendment, (ii) secure certain additional public benefits to the City, including additional funding for the sports park and affordable housing, (iii) require Developer to enter into an offsite improvement agreement and post bonds to ensure the timely completion of the Santa Paula Creek Bridge, and (iv) require Developer to continue to ensure adequate emergency access to the project, including using good faith efforts to construct an additional emergency access between the project site and E. Telegraph Road along Dike Road and/or Texas Lane, as approved by the City and the Ventura County Fire Department ("Amended Project").

H. On January 29, 2024, the Planning Commission of the City of Santa Paula conducted a public hearing pursuant to the provisions of Government Code Section 65867, notice of which was provided in accordance with Government Code Section 65090 and 65091, at which hearing all persons wishing to testify in connection with Amendment No. 3 were heard and at which time Amendment No. 3 was comprehensively reviewed.

SECTION 2: Factual Findings and Conclusions. Based on the entire record before the Planning Commission, all written and oral evidence presented to the Planning Commission, and the findings set forth in this Resolution, the Planning Commission recommends that the City Council of the City of Santa Paula approve by ordinance Amendment No. 3 as set forth in Exhibit "A" and incorporated by reference herein, based upon the following findings made pursuant to SPMC Sections 16.234.070 and 16.234.090 and Government Code Section 65867.5(b):

A. *Amendment No. 3 is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plans.* The amendment is consistent with the following objectives, polices, and land uses of the 2040 General Plan:
    a. Policy LU 1.6 Grid development pattern. Encourage continued use of the grid pattern in new development to enhance access and walkability.
    b. Policy LU 1.8 Quality development. Encourage quality development that:
        i. Contributes significant social, economic and aesthetic benefits to Santa Paula and its citizens.
    c. Policy LU 3.2 Public amenities. Provide sufficient land for amenities to enrich the lives of citizens, such as parks, open space, community gardens and farmers markets, cultural facilities such as theaters and museums, and preservation of natural and historic places.

In addition, the project site is designated "Specific Plan" in the General Plan Land Use Map. It is zoned SP-3 which makes it subject to the regulations and standards in the current East Area 1 Specific Plan (EA1 SP). An amendment to the EA1 SP is pending (EA1 SPA). If approved, the EA1 SPA will increase the maximum units from 1500 to 2050, and allow for any changes in land uses described in Amendment No. 3. A General Plan textual amendment is also in process to replace references to the current EA1 SP with the proposed EA1 SPA. **Therefore, this finding of consistency with the applicable specific plan and general plan is subject to City Council approval of the proposed EA1 SPA and General Plan Amendment.**

B. *Amendment No. 3 is compatible with the uses authorized in, and the regulations prescribed for the zone in which the real property is or will be located.* The project site affected by Amendment No. 3 is designated "Specific Plan" in the General Plan Land Use Map. It is zoned SP-3 which makes it subject to the regulations and standards in the current East Area 1 Specific Plan (EA1 SP). An amendment to the EA1 SP is pending (EA1 SPA). If approved, the EA1 SPA will increase the maximum units from 1500 to 2050, and allow for any changes in land uses described in Amendment No. 3. A General Plan textual amendment is also in process to replace references to the current EA1 SP with the proposed EA1 SPA. **Therefore, this finding of consistency with the applicable specific plan is subject to City Council approval of the proposed EA1 SPA.**

C. *Amendment No. 3 will promote public convenience, general welfare and good land use practice*. Amendment No. 3 will promote public convenience, general welfare and good land use practice because the amendment will ensure that the Developer installs and pays for the infrastructure necessary for the additional 550 units and provides funds for affordable housing for very-low and low income households, and the amendment will allow for the most efficient and logical development of the property governed by Amendment No. 3 and applicable City land use controls.

D. *Amendment No. 3 will not adversely affect the orderly development of property or the preservation of property values*. Amendment No. 3 will not adversely affect the orderly development of property or the preservation of property values because the amendment provides for the timely completion of infrastructure necessary for the Project, additional public benefits such as additional contributions for the City's down payment assistance program, and development impact fees to cover any increased demands on public facilities and services, such as the police department, among other reasons.

E. *Amendment No. 3 will promote and encourage the development of the proposed project*. Amendment No. 3 will promote and encourage the development of the proposed project because it establishes timeframes for orderly development within the project including construction of the Santa Paula Creek Bridge, traffic circulation improvements, as well as funding to complete a community sports park.

SECTION 3: Environmental Assessment. The Planning Commission makes the following findings:

A. An Environmental Impact Report (EIR) analyzing the impacts of the EA1 Specific Plan as originally proposed and approved was certified in 2008 (2008 EIR). The City prepared two addendums to the 2008 EIR evaluating minor changes to the approved project. In 2015, the City prepared a Supplemental EIR (2015 SEIR) to analyze an amendment to the approved Specific Plan involving reconfiguration of the approved uses. Since 2015, the City has also prepared two additional Addendums to the 2015 SEIR and 2008 EIR evaluating minor changes to the approved Specific Plan (these documents are collectively referenced herein as the "Final EIR").

B. The California Environmental Quality Act (CEQA) authorizes an addendum to a previously certified EIR if, as a result of changes to the project at issue in the EIR, changes or additions to the EIR are needed, but none of the conditions permitting preparation of a Subsequent EIR set forth in State CEQA Guidelines section 15162 have occurred.

C. The City has prepared EIR Addendum No. 3 to the 2015 SEIR ("EIR Addendum No. 3").

D. EIR Addendum No. 3 is appropriate because the Amended Project demonstrates the following:

1. The Amended Project would not have one or more significant effects not discussed in the Final EIR;

2. Significant effects previously examined would not be substantially more severe than shown in the Final EIR;

3. There are no new mitigation measures or alternatives previously found not to be feasible that would now in fact be feasible and that would substantially reduce one or more significant effects of the Amended Project; and there are no new mitigation measures or alternatives that the Amended Project proponents decline to adopt; and

4. No new mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR that would substantially reduce one or more significant effects on the environment, and that the Amended Project proponents decline to adopt, are recommended.

SECTION 4: Recommendations. The Planning Commission makes the following recommendations to the City Council:

A. Approve EIR Addendum No. 3 attached as Exhibit "B" to this Resolution; and

B. Adopt an ordinance to approve Amendment No. 3 to the Development Agreement subject to City Council approval of Amendment No. 4 to the East Area 1 Specific Plan.

SECTION 5: Summaries of Information. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 6: The Commission Secretary is directed to mail a copy of this Resolution to Applicant and Applicant's Representative and to any other person requesting a copy.

SECTION 7: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

SECTION 8: This Resolution is advisory to the City Council and will take effect immediately upon adoption.

PASSED AND ADOPTED this 29th day of January 2024.

_____

Aaron Dunkel, Chairperson
City of Santa Paula Planning Commission

ATTEST:

_____
James Mason, Secretary

APPROVED AS TO FORM:

_____
Monica D. Castillo,
City Attorney

EXHIBIT A

Development Agreement Amendment No. 3

[attached behind]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Santa Paula
970 Ventura Street,
Santa Paula, California 93060
Attn: City Clerk

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

AMENDMENT NO. 3 TO THE FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

This Amendment No. 3 to the First Amended and Restated Development Agreement (the "Third Amendment"), dated March___, 2024 for reference purposes only, is made by and between the CITY OF SANTA PAULA, a California municipal corporation ("CITY"), and LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("DEVELOPER"), and with reference to the following facts and objectives:

R E C I T A L S

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Original Development Agreement") for developing the area commonly known as "East Area 1." On or about September 21, 2015, Developer became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement;

B. On March 18, 2020, Section 3.1. l(a) of the Original Development Agreement was amended to provide for an extension of the timeframe within which to complete construction of the Santa Paula Creek Sports Park ("Amendment No. 1");

C. On April 21, 2021, the City and Developer again amended the Original Development Agreement ("Amendment No. 2") to, among other things, modify Section 3.3.2 to require that certain traffic improvements be completed prior to issuance of the 750th certificate of occupancy within the project, including the improvements to the intersection of State Route 126

and Hallock Drive specified in Mitigation Measure T-1 (the "SR 126/Hallock Improvements"), and to modify the parties obligations with respect to Public Benefit Housing. The Original Development Agreement and Amendment Nos. 1 and 2, as clarified and supplemented with all Operating Memoranda executed by the parties as of the Effective Date of this Third Amendment, are collectively referred to herein as the "Development Agreement";

D. In conjunction with this Third Amendment, the Developer is applying for an amendment to the Amended Specific Plan SP-3 ("SP Amendment No. 4") and Addendum No. 3 to the EAO EIR, which revises the permitted uses on the Project Site to remove the previously approved 25,000 square feet of light industrial uses, to reduce the land designated for civic/institutional uses from approximately 20.2 acres to approximately 8.3 acres and to allow an additional 550 residential uses, with potentially up to 300 of the total 2,050 units designated for for-rent, multi-family housing.

E. The purpose of this Third Amendment is to, among other changes, revise the mix of allowed uses to increase the maximum number of residential units within the Project Site by 550 units for a total of 2050 units consistent with SP Amendment No. 3, and to revise the Development Agreement to address these additional units.

In consideration of the foregoing and pursuant to Section 10.1.2 of the Development Agreement, the Development Agreement is hereby further amended as follows:

AGREEMENT

1. **New Exhibits; Operating Memoranda.**

A. The below listed Exhibits A-1 through E ("Original Exhibits") are attached to and incorporated into the Development Agreement:

Exhibit A-1: Map of East Area 1
Exhibit A-2: Legal Description of Project Site
Exhibit B: Location of Proposed Mitigation Parcels
Exhibit C: Development Agreement - East Area 1 Specific Plan Public Benefits
Exhibit D: Operating Memorandum No. 2
Exhibit E: Resolution No. 6230 Exhibit "A" (Summary of Development Impact Fees by Type of Fee)

The following exhibits to this Third Amendment ("New Exhibits") are hereby added to the Development Agreement. The New Exhibits are incorporated into or else supplement the Development Agreement.

Third Amendment Exhibit	**New Lettered Exhibit to Development Agreement**

Exhibit A: Supplemental Sports Park Improvements	Exhibit F: Supplemental Sports Park Improvements
Exhibit B: Sports Park Implementation Agreement	Exhibit G: Sports Park Implementation Agreement
Exhibit C: First Amendment to Sports Park Implementation Agreement	Exhibit H: First Amendment to Sports Park Implementation Agreement
Exhibit D: Sports Park Phase 1 Punch List	Exhibit I: Sports Park Phase 1 Punch List
Exhibit E: Operating Memorandum No. 3	Exhibit J: Operating Memorandum No. 3
Exhibit F: Operating Memorandum No. 4	Exhibit H: Operating Memorandum No. 4
Exhibit G: Operating Memorandum No. 5	Exhibit I: Operating Memorandum No. 5
Exhibit H: Operating Memorandum No. 6	Exhibit J: Operating Memorandum No. 6
Exhibit I: Operating Memorandum No. 7	Exhibit K: Operating Memorandum No. 7
Exhibit J: Operating Memorandum No. 8	Exhibit L. Operating Memorandum No. 8
Exhibit K: Form of Offsite Improvement Agreement	Exhibit M: Form of Offsite Improvement Agreement

In the event of a conflict between the New Exhibits and the Original Exhibits, the New Exhibits will control.

B. Operating Memoranda Nos. 3-8 attached to this Third Amendment as Exhibits E through J, respectively, are hereby added as addenda to the Development Agreement pursuant to Section 10.1.1 of the Development Agreement.

2. **Revisions to Article 2.** Article 2 (Description of the Project) of the Development Agreement is amended as follows:

A. Section 2.1 of the Development Agreement is amended in its entirety to state as follows:

"2.1 In General. The term "Project" means the development of the Project site as described in the "Project Approvals" (defined in Section 2.2 below). Without limiting the foregoing, the Project includes up to 2,050 total residential units, approximately 8.3 acres for educational facilities (future elementary school site), and approximately 225.3 acres of park, green space, open space, and agricultural land."

B. Section 2.2 of the Development Agreement is amended to add the following sentence at the end of the section:

> "Project Approvals also mean and include the 2024 amendment to the Amended Specific Plan SP-3 ("SP Amendment No. 4") and Addendum No. 3 to the East Area One (EAO) EIR, which revises the permitted uses on the Project Site to remove the previously approved 25,000 square feet of light industrial uses, to reduce the land designated for civic/institutional uses from approximately 20.2 acres to approximately 8.3 acres, and to allow an additional 550 residential uses, with potentially up to 300 of the total 2,050 units designated for for-rent multi-family housing."

3. **Revisions to Article 3.** Article 3 (Public Benefits) of the Development Agreement is amended as follows:

A. The following new subdivision (b) is hereby added to Section 3.1.1 (Community Parks) of the Development Agreement:

"(b) Additional Santa Paula Creek Sports Park Improvements. In addition to the park improvements specified in Section 3.1.1(a) above (as modified by the Sports Park Implementation Agreement, dated March 17, 2021 and attached hereto as Exhibit B, and the First Amendment thereto, dated January 6, 2023 and attached hereto as Exhibit C) (together, the "Sports Park Implementation Agreement") which improvements are expected to be completed by Developer and turned over to the City in Spring 2024 ("Sports Park Phase 1"), Developer shall construct the additional improvements set forth in Exhibit A in accordance with improvement plans developed in cooperation with Developer and approved by City (the "Supplemental Sports Park Improvements"). Notwithstanding any contrary provision in the Sports Park Implementation Agreement, as amended, Developer's costs for constructing the Supplemental Sports Park Improvements shall not exceed a total of Four Million Dollars ($4,000,000), although City may request, and Developer must construct, additional improvements at City's cost, which shall be paid according to the process and procedures set forth in the Sports Park Implementation Agreement. Developer shall commence construction of the Supplemental Sports Park Improvements within 120 days following the later to occur of (i) the Effective Date of Amendment No. 3 to the First Amended and Restated Development Agreement (the "Third Amendment"), and (ii) City approval of the improvement plans for the Supplemental Sports Park Improvements."

B. The following new subdivision (c) is hereby added to Section 3.1.1 (Community Parks) of the Development Agreement:

"(c) Santa Paula Creek Sports Park Phase 1 Improvements Acceptance and Excess Costs. Upon completion of the outstanding punch list items on Exhibit I, other than items 2 – 4 concerning inadequate turf and irrigation establishment, and in no event later than March 15, 2024, City agrees to accept the Phase 1 Park Improvements and assume all ownership and maintenance obligations with respect thereto. Notwithstanding the foregoing, Developer shall remain obligated to continue working with the City on establishing the turf areas and any associated turf irrigation system (together, "turf establishment") to the City's reasonable satisfaction, at Developer's expense, up to a maximum additional cost to Developer of Two Hundred Thousand Dollars ($200,000). In the event the costs to ensure turf establishment exceed the foregoing limit and LLCB refuses to otherwise pay for the costs to ensure turf establishment in excess of the $200,000, the parties agree that the City shall be permitted to use the Fiscal Shortfall Deposit to fund the additional costs up to $1,000,000, subject to the requirement that City and Developer cooperate in good faith to pursue all available remedies against the contractor and landscape architect regarding costs for turf establishment. Notwithstanding any contrary provision in the Sports Park

Implementation Agreement, and subject to City's timely acceptance of improvements and assumption of maintenance responsibilities as described in this Section 3.1.1(c) above, Developer also agrees to waive City's payment of costs incurred by Developer in constructing Phase 1 of the Santa Paula Creek Sports Park, in excess of available City funds, up to a maximum of Eight Hundred Fifty Dollars ($850,000), which amount is in addition to the $200,000 in additional turf establishment costs described above."

C. The following new subdivision (d) is hereby added to Section 3.1.1 (Community Parks) of the Development Agreement:

"(d) CFD Reimbursement for Developer's Dedication of Land. City and Developer agree that the fair market value of the approximately 37 acres of land to be dedicated to the City pursuant to Section 3.1.1(a) valuated for park use at the cost specified in the City's 2016 DIF study, i.e. $300,000/acre (the "Parkland Dedication") shall be included in the total cost of the Santa Paula Creek Sports Park to be reimbursed to Developer out of the Project CFD bond financing. The parties agree to cooperate in good faith and take such actions as may be reasonably required to amend the Acquisition Agreement for the Project CFD to include reimbursement of the Parkland Dedication, and to take such other and further actions as may be reasonably necessary to effectuate the reimbursements described herein. In the event there are insufficient CFD bond proceeds to fully reimburse Developer for the Parkland Dedication and all other eligible Public Facilities (as defined in the Acquisition Agreement, as may be amended), the City will not be responsible for any unreimbursed amount."

D. Section 3.2.2 of the Development Agreement is amended in its entirety to state as follows:

"**3.2.2 Dedication of Water Rights.**

(a) Final Maps Before January 1, 2024. This paragraph governs the dedication of water rights to the City with respect to final maps recorded before January 1, 2024 ("Initial Water Rights Dedication Period"). The City's 2005 Urban Water Management Plan (UWMP) Update used demand rates for estimating future water demand of 132 gallons per day (gpd) per capita, whereas the City's 2005 Potable Water Master Plan used a demand rate of 163 gpd per capita. The Water Supply Assessment (WSA) for the East Area 1 Specific Plan utilized both the 132 and 163 rates provided in the UWMP and the Potable Water Master Plan and concluded that the annual average water demand for the proposed East Area 1 Specific Plan was between approximately 1,174.4 acre-feet per year (AFY) and 1,359.2 AFY. The SPMC defines a project's "Projected Demand For Water" as "including an allowance of 25% for potential future increases in the quantity of water required." Upon recordation of the first final map, Developer must transfer groundwater production equivalent to the Demand Rates set forth in Table 8 of the Water Supply Assessment for the uses encompassed in the tract map, plus 25%. Developer must perform a water use study

and monitoring program called for in the WSA one year after the last certificate of occupancy for said tract map to determine the actual per capita use for residential users within the Project. To the extent that the actual per capita residential use exceeds the 132 gpd rate, then Developer must transfer additional water rights to City, if any, in excess of the 25% buffer. To the extent that the actual per capita residential use is less than the transferred water rights, such excess transferred water rights can be applied to satisfy the water demand of the second tract map. The actual per capita residential use rate for the first tract map, or 163 gpd, whichever is less, will be used to calculate the projected water demand for the uses in the second final tract map which, together with the 25% buffer, must be transferred to City before recordation of the second final tract map. This procedure must be repeated for every final map through buildout of the Project. The total groundwater rights that Developer may be required to transfer to the City during the Initial Water Rights Dedication Period cannot exceed 1,699 AFY (163 gpd per capita residential use, with the 25% buffer). The groundwater rights transferred to City pursuant to this paragraph are subject to Developer's right to use such water for construction and irrigation purposes as set forth in Section 8.6.1 below.

(b) Final Maps After January 1, 2024. This paragraph governs the dedication of water rights to the City with respect to final maps recorded after January 1, 2024. That certain East Area One Potable Water System Master Plan dated August 2017 ("PWMP") for the Project was updated in 2023 by that certain Potable Water System Master Amendment dated July 25, 2022 based on actual water usage data for the 316 single-family homes occupied for all of 2022 and is pending approval. The yet-to-be approved PWMP is referred to hereafter as the "Final PWMP". Upon recordation of the first final map recorded after January 1, 2024, Developer must transfer groundwater production equivalent to the Demand Rates set forth in Table 1 of the Final PWMP for the uses encompassed in that tract map, which includes the additional 25% buffer required under the SPMC. Developer must perform a water use study and monitoring program one year after issuance of the last certificate of occupancy for said tract to determine the actual per capita water use for the residential users within the Project. To the extent that the actual per capita residential use exceeds the 64 gpd rate, then Developer must transfer additional water rights to the City. To the extent that the actual per capita residential use is less than the transferred water rights, such excess transferred water rights can be applied as a credit toward satisfying the water rights transfer required for the second tract map. The actual per capita residential use rate for the first tract map or 64 gpd, whichever is less, will be used to calculate the projected water demand for the for the second final tract map, and the water rights for the second tract map must be transferred to the City prior to recordation of the second final tract map. This procedure must be repeated for each subsequent final map through buildout of the Project. The groundwater rights transferred to City pursuant to this section are subject to Developer's right to use such water for construction and irrigation purposes as set forth in Section 8.6.1 of the Development Agreement. As of September 1, 2023, Developer has transferred approximately 155.16 AFY to the City pursuant to this Section 3.2.2."

E. Section 3.3.2 (Traffic Circulation Infrastructure), as previously amended in Amendment No. 2 to the Development Agreement, is further amended to state as follows:

"3.3.2 Traffic Circulation Infrastructure.

(a) 1st Certificate of Occupancy. Before occupancy of any residences within the Project, Developer must construct sufficient traffic improvements to provide access, as follows:

(i) Telegraph/Hallock. Notwithstanding Mitigation Measure, T-2 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must install the traffic signal and reconfigure the intersection of Telegraph Road and Hallock Drive, as described in said Mitigation Measure, before City issues a final certificate of occupancy for the 1st residential dwelling unit in the Project.

(b) 1,000th Certificate of Occupancy. Before the City issues the 1,000th residential certificate of occupancy, Developer must provide sufficient access as follows:

(i) SR-126/Hallock. Notwithstanding Mitigation Measure T-1 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must widen and reconfigure the intersection of SR-126 and Hallock Drive, as described in said Mitigation Measure, before City issues a final certificate of occupancy for the 1,000th residential dwelling unit in the Project. Should completion of the intersection improvement be delayed for causes beyond Developer's control (e.g. needed property acquisitions and agency approvals), and the delay causes significant traffic circulation impacts, Developer agrees to make traffic improvements necessary to mitigate those impacts. Such improvements shall be made upon City's request and at no cost to the City.

(c) Santa Paula Street Bridge Completion. Notwithstanding the timing requirements and thresholds set forth in Section 3.1.1 of this Agreement (as clarified in Operating Memorandum No. 4), the parties have agreed to the following additional requirements for commencement and completion of the Santa Paula Bridge, as required by the Ventura County Fire District (VCFD):

(i) Developer shall commence construction of the Santa Paula Street Bridge within twelve (12) months after receiving all required permits and plan approvals, and subject to the Army Corps of Engineers Section 408 permit restrictions that require all temporary construction work within Santa Paula Creek be completed in the dry season, between the months of May through September.

(ii) Developer shall complete construction of the Santa Paula Street Bridge within twenty-four (24) months of commencing construction. No building permits or certificates of approval shall be issued beyond the 1,261 units approved through Phase II (Foothill Neighborhood) until the Santa Paula Street Bridge is substantially completed and available for emergency access use.

(iii) Prior to commencement of construction of the Santa Paula Street Bridge and prior to issuance of the first building permit in Phase II (Foothill Neighborhood), Developer shall enter into an offsite improvement agreement with City, in substantially the form attached hereto as Exhibit K ("Offsite Improvement Agreement"),. to secure timely completion of the Santa Paula Creek Bridge and shall provide a performance bond in the total estimated construction costs, including estimated future soft costs, in the approximate amount of Eleven Million Dollars ($11,000,000), which security shall be released at the earlier to occur of: (1) completion and acceptance of the Santa Paula Creek Bridge, or (2) City receipt of CFD bond proceeds in the amount of the performance bond, which proceeds shall be paid to Developer upon completion and acquisition of the Santa Paula Creek Bridge pursuant to the terms of the Funding, Construction and Acquisition Agreement – Harvest Community Facilities District No. 1, dated March 1, 2017, as may be amended.

(iv) Developer shall continue to provide emergency secondary access to the Project and shall continue to use its good faith and commercially reasonable efforts to construct an additional emergency access connecting the Project site to E. Telegraph Road using Dike Road and/or Texas Lane, along an alignment approved by the City and VCFD, subject to the parties successfully acquiring all necessary easements, permits and other approvals (the "Dike Road Emergency Access"). Upon completion of Dike Road Emergency Access, Developer shall grant a temporary emergency access easement to VCFD, the City, and if necessary, the Ventura County Watershed Protection District (VCWPD) for the portions of the Dike Road Emergency Access constructed on the Project site.

(v) 12th/Santa Paula. Notwithstanding Mitigation Measure T-3 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must install a traffic signal and reconfigure the intersection of 12th Street and Santa Paula Street as described in said Mitigation Measure, before or concurrent with the completion of the new Santa Paula Street Bridge.

(vi) SR-150/10th/Santa Paula. Notwithstanding amended Mitigation Measure T-7 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must reconfigure and widen the intersection of Ojai Road (SR-150)/10th Street and Santa Paula Street as described in said Mitigation Measure, before or concurrent with the completion of the new Santa Paula Street Bridge and subject to receipt of Caltrans and other required approvals.

(vii) Palm/Santa Paula. Notwithstanding Mitigation Measure T-10 set forth in the EAO FEIR, which requires Developer to pay all costs, Developer must reconfigure the intersection of Palm Avenue and Santa Paula Street as described in said Mitigation Measure, before or concurrent with the completion of the new Santa Paula Street Bridge.

(e) Reimbursement. Developer is entitled to reimbursement for the portion of the costs of the traffic improvements set forth in this section above to the extent that they exceed the Project's pro rata share, as set forth below.

(f) City Assistance. City must cooperate with Developer and exercise its powers to implement the traffic and circulation mitigation measures set forth above and in the SEIR and EAO FEIR."

F. Section 3.5.4 (Elementary School Site) of the Development Agreement is deleted in its entirety, and the 10.8 acres of land reserved for an elementary school shall be designated for residential or other allowed uses as set forth in Amendment No. 4 to the Specific Plan.

G. Section 3.8 (Wastewater Treatment Contribution) of the Development Agreement is amended in its entirety to state as follows:

"**3.8 Wastewater Treatment Contribution.** Developer must pay $3,666.67 to City before City issues each certificate of occupancy for the first 1,500 residential dwelling units in the Project, not to exceed a total of $5,500,000.00, which shall be used by City toward the cost of the City's Water Recycling Facility, which will consequently reduce future user's rates. ."

H. Section 3.9 (Development Impact Fees) of the Development Agreement is hereby revised in its entirety to state as follows:

"3.9 Development Impact Fees.

3.9.1 Development Impact Fees for First 1,500 Residential Units. In accordance with SPMC Chapter 160, Developer must pay City development impact fees for the first 1,500 residential dwelling units in the Project pursuant to Resolution No. 6230 Exhibit A, which is attached hereto as Exhibit E and incorporated herein by reference, subject to the Fee Credits described in this paragraph. Developer is entitled to credit against the City's Law Enforcement Facilities and Fire Suppression Facilities (DIF East Areas) Fee for all amounts spent on the Public Safety Facility described in paragraph 3.6 of this Agreement. Developer is entitled to credit against the City's Bridges, Signals and Thoroughfares Fee for all amounts spent on the Santa Paula Street Bridge and other off-site roadway improvements described in Sections 3.3.1 and 3.3.2 of this Agreement. Developer is entitled to credit against the City's Water Distribution Facilities Fee for all amounts spent on the new, two-million-gallon water tank described in Section 3.2.1 of this Agreement. Developer is entitled to credit against the City's Storm Drainage Facilities Fee for all amounts spent on the Haun Creek Detention Basin described in Section 3.4 of this Agreement. Developer is entitled to credit against the City's General Government Facilities Fee, Library Expansion Fee, and Public Meeting Facilities Fee for the Five Million Dollars ($5,000,000) Joint Civic Facility In Lieu Fee described in Section 3.5.2 of this Agreement. Developer is entitled to credit against the Parkland Facilities Development Fee for all amounts

spent on the Santa Paula Creek Sports Park and other park and open space facilities described in Sections 3.1.1 through 3.1.3 of this Agreement. For each of the categories of fee credits described herein, the total credits to the Developer are expected to exceed applicable fees, and therefore, Developer is not required to pay any of the creditable fees described in this Section at the time the City issues building permits or, as applicable, certificates of occupancy. Nevertheless, Developer is informed that this section serves as notice pursuant to Government Code § 66020(d) that the City of Santa Paula is imposing impact fees upon the project in accordance with the Mitigation Fee Act (Government Code § 66000, *et seq*.) and the SPMC. Developer is informed that it may protest such fees in accordance with Government Code § 66020.

3.9.2 DIF for Residential Units In Excess of Initial 1,500 Units. In recognition of the substantial public improvements constructed and to be constructed by Developer in excess of the City Development Impact Fees referenced in Section 3.9.1 of this Agreement, as well as the specific priorities of the City with respect to public facilities and infrastructure, the parties agree that for all residential dwelling units in the Project in excess of the first 1,500 units, the Developer shall not be subject to the City's Development Impact Fees set forth in SPMC Chapter 160 (nor shall Developer receive the credits described in Section 3.9.1 for the units subject to this Section 3.9.2), and instead, Developer shall be subject to the following development impact fees and obligations:

(a) Police Facilities. In recognition of Developer's payment of $4,750,000 and its contribution of approximately 1.5 acres of land for public safety facilities pursuant to Section 3.6 of the Development Agreement, and in light of the City's priority of funding improvements to the existing police station, the parties agree that Developer shall pay $1,818 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units.

(b) Fire Protection Facilities. In recognition of Developer's payment of $4,750,000 and its contribution of approximately 1.5 acres of land for public safety facilities pursuant to Section 3.6 of the Development Agreement, the parties agree that Developer is exempt from the fee for "Fire Suppression Facilities DIFs East Areas" shown in Exhibit E.

(c) General Government Facilities and Equipment. In recognition of Developer's payment of the $2,500,000 Civic Facility In Lieu Fee pursuant to Section 3.5.2 of this Agreement, and in light of the City's priority of funding the study, design and engineering for City Hall and Corporate Yard renovations, the parties agree that Developer shall pay $636 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units.

(d) Library Facilities. In recognition of Developer's payment of the $2,500,000 Civic Facility In Lieu Fee pursuant to Section 3.5.2 of the Development Agreement, and in light of the City's priority of funding new and expanded library facilities, the parties agree that

Developer shall pay $2,180 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units.

(e) Park Facilities. In recognition of Developer's payment of $6,000,000 and its obligation to contribute approximately 37 acres of land for the Santa Paula Creek Sports Park pursuant to Section 3.1.1 of this Agreement, and its additional obligations under Section 3.1.1(b) set forth above, the parties agree that Developer is exempt from the Parkland Facilities Fee.

(f) Traffic and Circulation Improvements. In recognition of Developer's roadway and other circulation improvement obligations set forth in Section 3.3 of this Agreement, which are anticipated to cost in excess of $24 million, and in light of the City's priority of funding certain circulation and beautification improvements on Telegraph Road between Hallock Drive and 12th Street, the parties agree that Developer shall pay $2,000 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units. Developer shall also pay $1,000 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units to fund the extension of an existing bike trial to the Santa Paula Creek Sports Park.

(g) Drainage Facilities. In recognition of Developer's construction of extensive storm drain improvements costing in excess of $5 million, including the Haun Creek Detention Basin described in Section 3.4 of the Development Agreement, the parties agree that Developer is exempt from this fee.

(h) Wastewater Facilities. In recognition of Developer's payment of $5,500,000 pursuant to Section 3.8 of the Development Agreement, as well as Developer's obligation to construct extensive off-site improvements to public sewer facilities, the parties agree that Developer will pay the $780 per unit sewer collection fee in Exhibit E prior to issuance of a certificate of occupancy for each residential dwelling unit in the Project in excess of the first 1,500 units. In addition to the foregoing sewer collection fee, Developer will pay a $4,127.34 per unit wastewater facilities fee based on the City's 2016 Fee Study prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units but not to exceed the 1,750th unit. The 1751st through 2050th unit will be exempt from wastewater facilities fees.

(i) Water Facilities. In recognition of Developer's construction of extensive public water facilities estimated to cost in excess of $24 million, including the water tanks and related improvements described in Section 3.2.1 of the Development Agreement, the parties agree that Developer is exempt from this fee.

(j) Payment of DIF Prior to Certificate of Occupancy. For all residential dwelling units in the Project in excess of the first 1,500 units, Developer will pay development impact fees before issuance of a certificate of occupancy unless specified otherwise in this Agreement for a particular fee."

4. Revisions to Article 8. Article 8 (Other Commitments of City and Developer) of the Development Agreement is amended as follows:

A. Section 8.6.6 of the Development Agreement is amended in its entirety to state as follows:

"**8.6.6 Growth Management Allocations.** To the extent applicable during the term of this Agreement, City agrees to approve a Growth Management Allocation of 2,050 residential dwelling units for the Specific Plan in accordance with SPMC Chapter 16.106."

B. Section 8.7.1 (Public Benefit Housing) of the Development Agreement, as amended by Amendment No. 2 to the Development Agreement, is further amended to add a new Section 8.7.1(f), as follows:

"(f) Additional Funding for the Down Payment Assistance Fund. Developer shall provide additional funding for the Down Payment Assistance Fund by paying a per unit fee of $500 prior to the issuance of a certificate of occupancy for each residential dwelling unit in the Project in excess of the first 1,500 units."

C. Section 8.7.2 (Inclusionary Housing) of the Development Agreement is amended in its entirety to state as follows:

"**8.7.2 Inclusionary Housing.** In lieu of providing very-low-, low-, and moderate-income housing within the Project, Developer will make the following contributions to the City's Affordable Housing Trust Fund, which must be used by the City for constructing affordable housing. For the first 1,500 residential dwelling units within the Project, Developer shall contribute a total of $6,500,000 to the City's Affordable Housing Trust Fund, which will be paid at a per unit rate of no less than $4,642.86 upon issuance of a certificate of occupancy for each market-rate residential unit. For the additional 550 residential dwelling units described in Section 2.2, Developer shall meet or exceed its obligation to construct or fund affordable housing units under the City's Inclusionary Housing Ordinance by providing the gap financing identified by the City as necessary for the successful development of the affordable multi-family rental housing project in the City proposed by Red Tail Multifamily Land Development, LLC, consisting of 36 very-low income units, 130 low-income units, and 132 market-rate units to be located at 18004 East Telegraph Road (APN: 107-0-042-015) ("Red Tail Project"). Specifically, Developer shall contribute a total of $5,500,000 to the City's Affordable Housing Trust Fund, which shall be paid no later than 30 days before City enters a loan or equivalent instrument to fund the Red Tail Project (the "Red Tail Payment Trigger"). Should the Red Tail Payment Trigger not occur for any reason, in lieu of making the $5,500,000 payment specified above, Developer will (i) contribute a total of $5,500,000 plus an annual increase of $400,000 per year commencing on January 1, 2025, up to a maximum payment of $8,250,000 to the City's Affordable Housing Trust Fund to be used for alternative offsite rental housing development of at least 50 very-low and low-income units, as determined by City (a "Replacement Project Contribution"), or if no Replacement Project

Contribution has been made prior to issuance of the 1,501st certificate of occupancy, (ii) pay an in lieu fee to the City's Affordable Housing Trust Fund of $15,000 per unit prior to issuance of each certificate of occupancy. City agrees to reasonably cooperate in providing documentation at Developer's request to ensure appropriate treatment of this contribution for tax purposes, at no risk or cost to the City."

5. **Cooperation; Further Acts.** Each party agrees to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Third Amendment. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Third Amendment.

6. **Integration.** This Third Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. To the extent this Third Amendment conflicts with the Development Agreement, or any operating memorandum thereto, this Third Amendment supersedes the Development Agreement, the prior amendments thereto, and all operating memoranda. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement. From and after the Effective Date of this Third Amendment, whenever the term "Agreement" appears in the Development Agreement, it shall mean the Development Agreement as amended by the First Amendment, the Second Amendment, and this Third Amendment. This Third Amendment shall be recorded against the Project Site following its full execution.

7. **Effective Date.** The effective date of this Third Amendment shall be the later to occur of: (i) the effective date of the City ordinance adopted to authorize approval and execution of this Third Amendment, and (ii) the City's approval of SP Amendment No. 3.

8. **Counterparts.** This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

9. **Authority.** The person or persons executing this Agreement on behalf of the CITY and DEVELOPER warrant and represent that they have the authority to execute this Agreement and the authority to bind the CITY and DEVELOPER, as applicable, to the performance of their respective obligations hereunder.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE
TO
THIRD AMENDMENT
TO
DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the City and the Developer have signed this Third Amendment, by and through the signatures of their authorized representatives as of the dates indicated below.

CITY OF SANTA PAULA,
a California municipal corporation

By:_____
Dan Singer
City Manager

Date: _____

ATTEST:

_____
Julie Latshaw
City Clerk

Date: _____

APPROVED AS TO FORM:

_____
Monica Castillo
City Attorney

Date: _____

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,
a Delaware Limited Liability Company

By:_____
Limoneira Authorized Agent

Date: _____

By:_____
Lewis Authorized Agent

Date: _____

EXHIBIT A
Supplemental Sports Park Improvements

Sports Park - City of Santa Paula

Estimated Park Contribution Uses

		Estimated Budget
Phase I		$2,750,000.00
	Overhead Lighting	
	Tennis Courts 2 (Fence/Gate/Eqp)	
	Pickle Bal Court 4 (Stripping/Eqp)	
	Restroom/Concession #2	
	Baseball Outfield Fence	
Phase II		$1,250,000.00
	Irrigation	
	Turf and/or Ground Cover	
	Walking Track/BBQ/Lighting	
	Community Gathering Space Areas	
	Total Budget	**$4,000,000.00**

Note - Actual costs will depend on specfications and timing of purchasing of specific approved improvements.

EXHIBIT B
Sports Park Implementation Agreement

SPORTS PARK IMPLEMENTATION AGREEMENT

This Sports Park Implementation Agreement (the "**Agreement**") by and between the City of Santa Paula, a municipal corporation ("**City**"), and Limoneira Lewis Community Builders, LLC, a Delaware limited liability company ("**Developer**"), is made and entered into as of March 17, 2021. (City and Developer are from time to time referred to in this Agreement as a "**party**" and collectively as the "**parties**.")

RECITALS

A. City and Limoneira Company ("**Limoneira**") entered into the First Amended and Restated Development Agreement as of February 26, 2015 (the "**Development Agreement**") and Developer and City entered into Amendment No. 1 to the Development Agreement as of March 18, 2020 ("**Amendment No. 1**") relating to the development of the "**Project Site**" as defined in the Development Agreement. Developer took an assignment of the Development Agreement from Limoneira in 2015.

B. In furtherance of the development of the Project Site and at the request of Developer, the City established its Community Facilities District No. 1 ("**CFD No. 1**") and designated three improvement areas of CFD No. 1 (each, an "**Improvement Area**"). Within each Improvement Area, special taxes have been authorized to be levied, and bonds secured by such special taxes have been authorized to be issued, to finance, among other things, various City improvements to be constructed by, or on behalf of, the Developer (the "**Acquisition Improvements**").

C. In conjunction with the formation of CFD No. 1, City and Developer entered into a Funding, Construction and Acquisition Agreement dated March 1, 2017 (the "**Acquisition Agreement**"). The Acquisition Agreement sets forth the requirements for the bidding, contracting and City inspection of the Acquisition Improvements.

D. Section 3.1.1(a) of the Development Agreement requires Developer to construct the Santa Paula Creek Sports Park in phases within 5 years after the Development Agreement became effective, or before City issues a final certificate of occupancy for the 750th residential dwelling unit within the Project, whichever comes first. Pursuant to Amendment No. 1, City extended the date for construction of the first approximately 23-acre phase of the Santa Paula Creek Sports Park to February 26, 2022 or the issuance of such 750th final certificate of occupancy (the "**Park Condition**"). The Santa Paula Creek Sports Park is one of the Acquisition Improvements.

E. Amendment No. 1 limits the amount of costs Developer is required to incur with respect to the Santa Paula Creek Sports Park to $6,000,000 (the "**Developer's Cap**"). The Developer's Cap is subject to adjustment with each Annual Review.

F. Amendment No. 1 permits City to contribute funding towards the costs of the Santa Paula Creek Sports Park in excess of the Developer's Cap.

G. City has approved plans for the Santa Paula Creek Sports Park as described in _____ (the "**Park Plans**") and as depicted in Exhibit A attached hereto. It is expected the total cost of the Santa Paula Creek Sports Park, including, without limitation, all design,

engineering, plan check, construction and inspection costs, will exceed the Developer's Cap. The purpose of this Agreement is to provide for the funding of the costs of the Santa Paula Creek Sports Park in excess of the Developer's Cap.

H. Capitalized terms used in this Agreement that are not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

AGREEMENT

1. Bidding and Construction of Santa Paula Creek Sports Park. Within thirty (30) days following execution of this Agreement by all parties, Developer shall proceed to solicit bids and enter into contracts for the construction of the first phase of the Santa Paula Creek Sports Park in accordance with the Park Plans and pursuant to the procedures set forth in the Acquisition Agreement. Provided the total amount of the lowest responsive bids to be accepted for construction of the Santa Paula Creek Sports Park are equal to or less than $***[Developer's Cap plus $5,000,000]***, Developer shall proceed diligently to execute the associated construction contracts and commence and diligently prosecute completion of construction. If the amount of lowest, responsive bids exceeds $***[Developer's Cap plus $5,000,000]***, City shall either agree to reductions in the scope of the construction in order to reduce the cost below such amount or the parties shall amend this Agreement in order to specify additional sources of City funding of the excess costs.

2. Funding of Santa Paula Creek Sports Park. As of December 31, 2020, Developer had incurred costs of $409,932 with respect to the design, engineering, preparation of the Park Plans and other costs for the Santa Paula Creek Sports Park. Developer shall be responsible for such costs plus the first $***[Developer's Cap minus $409,932]*** of additional costs incurred for the construction of the Santa Paula Creek Sports Park, which combined amount equals the Developer's Cap. The remaining costs shall be funded as set forth below in this Section 2.

a. Within ninety (90) days following the execution of this Agreement, City shall provide written notice to Developer either (i) that City intends to provide funding for the next $2,500,000 in costs ("**City Funding Election**") or (ii) that City wishes Developer to advance that amount ("**Developer Advance**"). Pursuant to the City Funding Election, once the Developer has incurred costs for the Santa Paula Creek Sports Park in the amount of the Developer's Cap, Developer shall begin to provide City with monthly invoices for the amounts incurred in the previous month, which invoices shall be paid by City to Developer within 30 days of receipt. If the City elects for the Developer to make a Developer Advance, the amount advanced by the Developer in excess of the Developer's Cap, not to exceed $2,500,000, shall be deemed to satisfy an equal amount of the first $2,500,000 payment of the Joint Civic Facility in Lieu Fee required by Section 3.5.2 of the Development Agreement. The actual amounts paid by Developer pursuant to the Developer Advance shall accrue interest at the rate of 5% annualized from the date of payment until the date the City issues the 500th Certificate of Occupancy within the Project.

b. Within 180 days following the execution of this Agreement, City shall provide written notice to Developer if it wishes to make the City Funding Election or require a Developer Advance for up to the next $2,500,000 in costs of constructing the Santa Paula Creek Sports Park in excess of $***[Developer's Cap plus $2,500,000]***. In each case, the election selected by City shall be handled in the same manner described above with respect to the first $2,500,000 except that the Developer Advance shall be deemed to satisfy an equal amount of the second $2,500,000 payment

of the Joint Civic Facility In Lieu Fee and shall accrue interest at 5% annualized until the date the City issues the 1,000th Certificate of Occupancy within the Project. The City shall pay Developer the full amount of accrued interest on the first Developer Advance within 30 days following issuance of the 500th Certificate of Occupancy and on the second Developer Advance within 30 days following issuance of the 1,000th Certificate of Occupancy. In each such case, Developer shall provide City a written accounting of the date and amount of each payment made pursuant to a Developer Advance and proof of payment.

3. Satisfaction of Park Condition. The Park Condition shall be deemed satisfied when Developer has expended an amount equal to the Developer's Cap on costs of the Santa Paula Creek Sports Park.

4. Acquisition of Santa Paula Creek Sports Park. Upon completion of the Santa Paula Creek Sports Park, Developer may submit the required documentation to the City and CFD No. 1 for acquisition of the Santa Paula Creek Sports Park with the proceeds of special taxes and bonds of one or more of the Improvement Areas. The acquisition price to be paid for the Santa Paula Creek Sports Park shall equal only the amount of costs paid by Developer, including amounts paid pursuant to the Developer Advance(s), and shall not include funds advanced by City pursuant to the City Funding Election(s) or interest accrued on Developer Advances.

5. Assignment. Developer may assign this Agreement or any right or duty hereunder without the express written approval of the City; provided, however, Developer shall not be released of a duty unless the assignee expressly assumes such duty. Developer shall provide written notice to the City of any such assignment.

6. Prompt Action. All consents, approvals and determinations required of either the City or Developer pursuant to this Agreement shall be promptly given or made, and shall not be unreasonably withheld.

7. General. This Agreement, together with the agreements and other undertakings described herein, contains the entire agreement between the parties with respect to the matters herein provided for, and may be amended by subsequent written agreement signed on behalf of both parties. This Agreement is for the exclusive benefit of Developer and the City and shall not be construed to confer any rights or benefits upon any persons other than the City and Developer. This Agreement shall, however, inure to the benefit of and be binding upon the successors and assigns of the parties. This Agreement shall be construed and governed by the Constitution and laws of the State of California. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement, the party prevailing in such action or proceeding shall be entitled to receive from the losing party its attorneys' fees, expert witness fees, court costs, and other costs incurred by it in prosecuting or defending such action or proceeding. Any action arising out of this Agreement shall be brought in Ventura County, California, regardless of where else venue may lie. The captions of the sections of this Agreement are provided for convenience temporarily, and shall not have any bearing on the interpretation of any section hereof. This Agreement may be executed in several counterparts, each of which shall be an original of the same Agreement. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of Santa Paula, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____ adopted by the City Council of Santa Paula on the 17th day of March, 2021.

CITY:

CITY OF SANTA PAULA,
a municipal corporation

By: _____

ATTEST:

By: _____
City Clerk

OWNER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,
a Delaware limited liability company

By: _____
Its: Authorized Agent

EXHIBIT C

First Amendment to Sports Park Implementation Agreement

FIRST AMENDMENT TO
SPORTS PARK IMPLEMENTATION AGREEMENT

This First Amendment to Sports Park Implementation Agreement (the "**First Amendment**") by and between the City of Santa Paula, a municipal corporation ("**City**"), and Limoneira Lewis Community Builders, LLC, a Delaware limited liability company ("**Developer**"), is made and entered into as of January 6, 2023. (City and Developer are from time to time referred to in this Agreement as a "**party**" and collectively as the "**parties**.")

RECITALS

A. City and Limoneira Company ("**Limoneira**") entered into the First Amended and Restated Development Agreement as of February 26, 2015 (the "**Development Agreement**") and Developer and City entered into Amendment No. 1 to the Development Agreement as of March 18, 2020 ("**Amendment No. 1**") relating to the development of the "**Project Site**" as defined in the Development Agreement. Developer took an assignment of the Development Agreement from Limoneira in 2015.

B. Section 3.1.1(a) of the Development Agreement requires Developer to construct the Santa Paula Creek Sports Park (the "**Sports Park**") in phases within 5 years after the Development Agreement became effective, or before City issues a final certificate of occupancy for the 750th residential dwelling unit within the Project, whichever comes first. Pursuant to Amendment No. 1, City extended the date for construction of the first approximately 23-acre phase of the Santa Paula Creek Sports Park ("**Phase 1**") to February 26, 2022 or the issuance of such 750th final certificate of occupancy.

C. Section 3.5.2 of the Development Agreement requires the Developer pay to City a fee in lieu of dedicating land and constructing a Civic facility within the Project (as those terms are defined in the Development Agreement) in the amount of Five Million Dollars ($5,000.000) (the "**Joint Civic Facility In Lieu Fee**") as follows: Two Million Five Hundred Thousand ($2,500,000) before the City issues the 500th certificate of occupancy, and Two Million Five Hundred Thousand ($2,500,000) before the City issues the 1000th certificate of occupancy.

D. Pursuant to 10.1.1 (Operating Memorandum) of the Development Agreement, the parties entered that certain Operating Memorandum No. 5, dated May 7, 2018, to clarify and confirm that the Joint Civic Facility In Lieu Fee may be used to construct civic facilities within the Sports Park.

E. Section 3.1.1 of the Development Agreement limits the amount of costs Developer is required to incur with respect to the Santa Paula Creek Sports Park to $6,000,000 (the "**Developer's Cap**").

F. The City is permitted to contribute funding towards the costs of the Santa Paula Creek Sports Park in excess of the Developer's Cap. The Developer's Cap is subject to an Annual Adjustment with each Annual Review as set forth in Section 3.10 of the Development Agreement. The Annual Adjustment is calculated by any increase in the Consumer Price Index starting from March 2015 and ending March of the year preceding the City's fiscal year that work is to be

constructed. The parties agree that the cumulative Annual Adjustments are equal to $1,339,350, as set forth in the schedule attached as Exhibit A. The sum of the Developer's Cap plus the Annual Adjustments equals $7,339,350 (the "**Adjusted Developer's Cap**").

G. To facilitate financing construction of Phase I of the Sports Park, the parties entered into the Sports Park Implementation Agreement as of March 17, 2021 so that the City could receive an advance of, or borrow from itself funds equal to, the yet-to-be-due Joint Civic Facility In Lieu Fee as needed to complete Phase 1 (the "**Sports Park Agreement**").

H. As of December 31, 2020, Developer had incurred $422,643 in costs with respect to the Sports Park. The Parties agree that the Developer's total financial obligation toward building the Sports Park (and satisfying its obligations with respect to the Joint Civic Facility In Lieu Fee), is the sum of the Joint Civic Facility In Lieu Fee of $5,000,000 and the Adjusted Developer's Cap of $7,339,350, totaling $12,339,350.

I. In accordance with the Development Agreement, the first payment of $2,500,000 Joint Civic Facility In Lieu Fee was due to the City on or about July 25, 2022 when the City issued the 500th certificate of occupancy, and the second payment of $2,500,000 is due when the City issues the 1,000th certificate of occupancy, which is currently anticipated to occur in 2026.

J. As of January 4, 2023, Developer had incurred known costs to date totaling $10,012,174.02 out of the contracted commitments totaling $12,034,579, with estimated future change orders totaling $257,000, for a total estimated cost of $12,291,579 to complete Phase 1 of the Sports Park. The known costs incurred through January 4, 2023 of $10,012,174.02 consist of $8,486,130 paid to date by Developer plus the following two outstanding pay requests that have been approved by Developer and the City: (i) pay request No. 10 from Environmental Construction, Inc. ("**ECI**") for October 2022, in the amount of $775,057.45, which is currently outstanding and owing to ECI ("**Pay Request No. 10**"); and (ii) pay request No. 11 from ECI for November 2022, in the amount of $750,986.57 ("**Pay Request No. 11**") (collectively, the "**Outstanding Pay Requests**"). The known costs incurred through January 4, 2023 of $10,012,174.02 exceed the Adjusted Developer Cap by $2,672,824.02 (the "**Excess Payment Due Developer**").

K. City Council approved a change order to add $175,000 in City funds for completion of Phase 1 of the Sports Park, which increases the available funding to $12,514,350 ($12,339,350 + $175,000).

L. The purpose of this First Amendment is to confirm amounts owed between the parties, provide for the payment of Pay Request No. 10, provide for the funding of all remaining costs to complete Phase 1 of the Sports Park, and to formalize the Sports Park acceptance and turnover to the City.

M. Capitalized terms used in this First Amendment that are not otherwise defined shall have the meaning ascribed to them in the Sports Pak Agreement or the Development Agreement, as applicable.

AGREEMENT

1. Payment of First Joint Civic Facility In Lieu Fee. Consistent with the Development Agreement and upon execution of this First Amendment, Developer shall pay to the City the first half of the Joint Civic Facility In Lieu Fee in the amount of $2,500,000 which came due on or about July 25, 2022 when the 500th certificate of occupancy was issued. City agrees said payment shall be used to pay the Excess Payment Due Developer of $2,672,824.02 and future pay requests as they are submitted to and approved by the City.

2. Payment of Outstanding Pay Requests. Concurrent with execution of this First Amendment and receipt of Developer's $2,500,000 payment described in paragraph 1 above, City shall pay to Developer an amount equal to the Excess Payment Due Developer (which includes the amounts necessary for Developer to pay the City-approved Outstanding Pay Requests for Pay Request No. 10 ($775,057.45) and Pay Request No. 11 ($750,986.57), which Developer shall use to promptly pay ECI for the Outstanding Pay Requests. The total amount to be paid by City to Developer pursuant to this provision is $2,672,824.02.

3. Payment of Future Pay Requests. Developer shall continue to promptly provide City with copies of each pay request received, and within 10 business days of receipt thereof, City shall pay Developer an amount equal to that pay request, which Developer shall use to promptly pay the outstanding pay request. By way of example only, Developer expects to receive the December 2022 pay request on or about January 20, 2023, and will submit same to City after reviewing and approving the pay request. Within 10 business days of receipt of that pay request, City shall pay Developer the amount of the pay request, and Developer will use said funds to pay the December 2022 pay request.

If the City fails to timely pay Developer for any of the remaining pay requests, Developer shall have the right to pay the pay request. Any such payments by Developer shall be considered a Developer Advance which City agrees to repay to Developer. All actual amounts paid by Developer pursuant to any Developer Advance shall accrue interest at the rate of 7.5% annualized from the date of payment until the date the City repays the Developer Advance. The repayment amount shall equal the Developer Advance plus interest that accrued up to the date of repayment. Developer shall provide City a written accounting of the date and amount of each payment made pursuant to a Developer Advance and proof of payment, as well as any repayments made by the City.

4. Satisfaction of Park Condition. City agrees that upon execution of this agreement and payment of the Excess Payment Due Developer to Developer, and payment of Joint Civic Facility In Lieu Fee to City, pursuant to the terms and conditions set forth in this First Amendment, the Park Condition shall be deemed fully satisfied. Notwithstanding satisfaction of the Park Condition, Developer agrees it will cause ECI to complete the remainder of Phase 1 by processing pay requests with the City pursuant to paragraph 3, with all costs in excess of the Adjusted Developer's Cap to be paid by the City.

5. Sports Park City Acceptance and Turnover. Upon completion of Sports Park Phase 1 improvements in accordance with City approved plans and permits, Developer shall provide a notice of completion to the City. Upon receipt of the notice of completion from the Developer, the City shall have 30 calendar days to inspect and provide a list of items to complete ("**Punch**

List") by the Developer. Upon Developer completion of Punch List items, City shall have 30 calendar days to approve or disapprove completion of Punch List items, and shall not add additional conditions or requirements unless required by law or any existing agreement between the parties. Upon the City's request, Developer may approve extensions to City's deadlines in this Section, which approval shall not be unreasonable withheld. All requests and approvals must be in writing. Within 30 calendar days of City approval of the Punch List, a) the contractors 90-day maintenance period shall begin, and b) the Sports Park Phase I shall be scheduled for City Council to approve and accept turnover of Sports Park Phase I.

6. Authority. Each individual executing this Amendment on behalf of an entity hereby represents and warrants to the other party or parties to this Amendment that (i) such individual has been duly and validly authorized to execute and deliver this Amendment on behalf of such entity; and (ii) this Amendment is and will be duly authorized, executed and delivered by such entity.

7. Miscellaneous. Except to the extent expressly modified by this Amendment, the Sports Park Agreement is ratified and remains in full force and effect. To the extent of any inconsistency between this Amendment and the Sports Park Agreement, the recitals, terms and conditions of this Amendment shall control. This Amendment may be executed in multiple counterparts, all of which, taken together, shall constitute one document. This Amendment shall be deemed effective against a party upon receipt by the other party (or its counsel) of a signed counterpart executed electronically or delivered by e-mail (in PDF).

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this First Amendment effective as of the first date written above.

CITY:

CITY OF SANTA PAULA,
a municipal corporation

By: _____
Dan Singer, City Manager

ATTEST:

By: _____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

By: _____
Monica Castillo, Interim City Attorney

OWNER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,
a Delaware limited liability company

By: _____
Its: Authorized Agent

Exhibit A

Sports Park CPI Annual Cost Escalation

Sports Park
CPI Annual Cost Escalation

City Fiscal Year	Sports Park Cost Remaining	Fiscal Year Cost	CPI Fraction	CPI Escalation	Revised Dev. Cap
2020/2021	$6,000,000	$422,643	1.13	$54,944	$6,054,944
2021/2022	$5,632,301	$3,058,198	1.16	$488,207	$6,543,150
2022/2023	$3,062,309	$3,062,309	1.26	$796,200	$7,339,350
		$6,543,150		$1,339,350	

Date	CPI	Annual Review	Numerator	Denominator	Fraction
Mar 2015 CPI	243.738	2015	243.738	243.738	1.00
Mar 2016 CPI	247.873	2016	247.873	243.738	1.02
Mar 2017 CPI	254.525	2017	254.525	243.738	1.04
Mar 2018 CPI	264.158	2018	264.158	243.738	1.08
Mar 2019 CPI	271.311	2019	271.311	243.738	1.11
Mar 2020 CPI	276.589	2020	276.589	243.738	1.13
Mar 2021 CPI	282.648	2021	282.648	243.738	1.16
Mar 2022 CPI	306.679	2022	306.679	243.738	1.26

Source:
U.S. Dept Labor for all urban consumers within Los Angeles,/Anaheim/Riverside Metropolitan area

EXHIBIT D
Sports Park Phase 1 Punch List

SPORTS PARK

City of Santa Paula Punch List 11/7/23

1	As-Built Plans
2	Turf and Irrigation
3	Poor turf establishment and water coverage - General
4	Poor turf establishment and water coverage - along sidewalks
5	Tree replacement selection
5a	Plant replacement selection
6	Missing vacuum breaker and support post on hose bibbs
7	Inadequate or absent water pressure/flow at drinking fountains
8	Missing lamp cylinder covers
9	Incomplete electrical at Stage/ cover plates missing
10	Concrete base around light post is missing
11	Seagull deterrent needed on top of lighting fixtures
12	Restroom Building #1 - signage, fire extinguisher, shut-off valve, FD sign off
13	Trash Enclosures and gate locks
14	Trash can sticker replacement
15	Missing fire extinguishers and plexiglass
16	Fence anchor bolt nut and washer to be seated and tightened on Back Stop
17	¼” or more offsets (vertical lip) in the new sidewalk surrounding the park
18	Amphitheater complete turf, landscape, and irrigation
19	Booster pump electrical service/supply and telemetry operational
20	One light base to be replaced
21	Light concrete based extended into walkway ramp

EXHIBIT E
Operating Memorandum No. 3

"Citrus Capital of the World"

City of Santa Paula

970 Ventura Street • Santa Paula, California • Mailing Address: P.O. Box 569 • 93061 • Phone: (805) 525-4478 • Fax: (805) 525-6278

October 1, 2015

Harold S. Edwards, President
Limoneira Company
1141 Cummings Road
Santa Paula, CA 93060

Re: ***Operating Memorandum – No. 3***
Acceleration of Payment of Development Impact Funds for Police Services as Specified in Section 3.6 of the First Amended and Restated Development Agreement

Dear Mr. Edwards:

Section 10.1.1 of the Development Agreement authorizes the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement. This letter is written pursuant to Section 10.1.1 to confirm the Parties' understanding with respect to the timing of the payment of the $750,000 additional funds provided in Section 3.6 of the Agreement, entitled Public Safety Facility.

Section 3.6 requires Limoneira to construct and offer to dedicate a 1.5-acre site to house a public safety facility. Section 3.6 states that the construction, equipping and operating of the Public Safety Facility cannot cost Developer more than $4,750,000, which "includes three payments to the City of $250,000, made on the first, second and third anniversaries of the effective date of this Agreement."

This third operating memorandum confirms that Limoneira will accelerate the first two payments of $250,000 by making a $500,000 payment on or before October 2, 2015. Limoneira will make the third and final $250,000 payment on or before February 1, 2016.

Upon the City's receipt of Limoneira's third payment of $250,000 in February, 2016, Limoneira's maximum cost for the Public Safety Facility obligation under Section 3.6 will be Four Million Dollars ($4,000,000.00).

If the above comports with your understanding, please sign where indicated below. Thank you for your continued commitment to the City of Santa Paula.

Very truly yours,

Martin F. Hernandez, Vice Mayor
City of Santa Paula

Agreed and Acknowledged:

Harold S. Edwards, President
Limoneira Company

EXHIBIT F
Operating Memorandum No. 4

20180206-00013008-0 1/5
Ventura County Clerk and Recorder
MARK A. LUNN
02/06/2018 03:02:29 PM
1301023 $.00 CR

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

EXEMPT FROM RECORDER'S FEES
Pursuant to Government Code § 6103

To Recorded Agreement No.201450427-00062760-0
1/101

OPERATING MEMORANDUM NO. 4
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Operating Memorandum No. 4 (the "Operating Memorandum") is made as of November 6, 2017 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement.

C. Section 10.1.1 of the Development Agreement allows the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement;

D. Section 3.3.1(a) of the Development Agreement provides that Developer must construct the Santa Paula Bridge before City issues a final certificate of occupancy for the 250th residential dwelling unit.

E. Section 3.3.3 of the Development Agreement requires Limoneira Lewis to dedicate a 95-foot wide right-of-way and fund a study to determine the feasibility of the SR 150 bypass.

F. Through this Operating Memorandum, the Parties desire to clarify Sections 3.3.1 and 3.3.3 of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Santa Paula Bridge. Under Section 3.3.1(a) of the Development Agreement, the Developer must use "commercial reasonable efforts" to construct a new bridge extending Santa Paula Street across Santa Paula Creek to the Project. The Parties intend by this Operating Memorandum to incorporate a definition of the phrase "commercially reasonable efforts" into Section 3.3.1(a) of the Development Agreement. The phrase "commercially reasonable efforts" shall have the following meaning as it pertains to Section 3.3.1(a):

> "Limoneira Lewis will have been found to have used "commercially reasonable efforts" if, at the time the City issues a certificate of occupancy for the 250th residential unit, Limoneira Lewis has submitted all plans, specifications and applications necessary to construct the Santa Paula Street bridge with all entities having jurisdiction over the public right-of-ways and the Santa Paula Creek watercourse."

2. Future State Route 150 Bypass. The Project is designed to accommodate a decision by the City to construct a future State Route 150 Bypass with the extension of Hallock Drive northward. Section 3.3.3 requires Developer to dedicate a 95-foot right-of-way to the City and pay $100,000 toward the cost of preparing a study evaluating the feasibility of the State Route 150 Bypass. Because at this time the State Route 150 Bypass is infeasible due to several factors beyond the Developer's control, the City elects not to accept the offer of dedication or conduct a study on the feasibility of the State Route 150 Bypass. As required by Section 3.3.3(b), the Developer must within ninety days of the execution of this Operating Memorandum remit payment of $100,000 to the City for any lawful use.

3. No Further Clarification. Except as expressly clarified by this Operating Memorandum, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

4. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:	DEVELOPER:
CITY OF SANTA PAULA,	LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC
Michael Rock, City Manager	Harold Edwards, Chief Executive Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

On January 17, 2018 before me, Dave M. Malagon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Harold Edwards
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dave M Malagon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: OPERATING MEMO #4 AMEND & RESTATED DEV AGRMNT
Document Date: Nov 06, 2017 Number of Pages: 4
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Ventura)

On January 17, 2018 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Michael Rock,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LUCY BLANCO
Notary Public - California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

Signature _____ (Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of _____

_____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

_____.

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other _____

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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ATTEST:

Lucy Blanco,
City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

EXHIBIT G
Operating Memorandum No. 5

NO FEE GOVT CODE 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

20180515-00055766-0 1/6
Ventura County Clerk and Recorder
MARK A. LUNN
05/15/2018 01:27:15 PM
1338251 $.00 CO

OPERATING MEMORANDUM NO. 5 AMENDED AND RESTATED DEVELOPMENT AGREEMENT TO RECORDED AGREEMENT NO. 201450427-00062760-01/101

This Operating Memorandum No. 5 (the "Operating Memorandum") is made as of May 7, 2018 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement.

C. Section 10.1.1 of the Development Agreement allows the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement;

D. Section 3.5.2 of the Development Agreement requires Limoneira Lewis to pay the City five million dollars in lieu of dedicating land and constructing a civic facility in the East Area 1 project area.

E. Section 3.6 of the Development Agreement requires Limoneira Lewis to dedicate a 1.5-acre site on which it must construct a public safety facility to house a fire station in an amount not to exceed four million dollars.

F. Through this Operating Memorandum, the Parties desire to clarify Sections 3.5.2 and 3.6 of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Civic Facility Fee. Section 3.5.2 of the Development Agreement states:

In lieu of dedicating land and constructing a Civic facility with the Project, Developer will pay the City an in lieu fee of Five Million Dollars ($5,000,000), payable as follows: Two

Million Five Hundred Thousand ($2,500,000) before the City issues the 500th Certificate of Occupancy, and Two Million Five Hundred Thousand ($2,500,000) before the City issues the 1000th Certificate of Occupancy.

The City is in the process of designing the Santa Paula Sports Park in which the City intends to construct several public facilities, including City offices and storage, a public pool and aquatic center, amphitheater and other civic facilities. The City does not intend to construct any other civic facilities within the East Area 1 Project area.

This Operating Memorandum No. 5 clarifies and confirms that the Civic facility fee can be used to construct Civic facilities within the Santa Paula Sports Park.

2. Public Safety Facility. Pursuant to Section 3.6 of the Development Agreement, Limoneira Lewis must dedicate a 1.5-acre site (the "Dedication Property") and thereafter construct a public safety facility to house a fire station. Section 3.6 states further that the construction, equipping and operating of the fire station cannot cost more than four million dollars ("Public Safety Fee").

On January 17, 2018, the Ventura County Local Agency Formation Commission approved the annexation of the Santa Paula Fire Department to the Ventura County Fire Protection District ("VCFPD"). As part of the annexation, the City and VCPFD entered into a Memorandum of Agreement governing the provision of fire protection services with the City. Section 3 of the Memorandum of Agreement requires the VCFPD to commence construction of two new fire stations to service the City. Pursuant to Section 5(b) and (c) of the Memorandum of Agreement, the City must within 180 days of the commencement of fire protection services by the VCFPD, transfer the Dedication Property and the Public Safety Fee to the VCFPD.

This Operating Memorandum No. 5 clarifies and confirms that, in light of the annexation of fire protection services to VCFPD, Limoneira Lewis shall within 90 days of execution of this Operating Memorandum No. 5 satisfy Section 3.6 of the Development Agreement by (1) transferring title to the Dedication Property to the City by grant deed; and (2) paying Four Million Dollars ($4,000,000) to the City.

Limoneira Lewis consents to the transfer of the Dedication Property and Public Safety Fee to the VCFPD.

3. No Further Clarification. Except as expressly clarified by this Operating Memorandum, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

4. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

Michael Rock,
City Manager

ATTEST:

Lucy Blanco,
City Clerk

CITY OF SANTA PAULA INCORPORATED APRIL 7 1902 VENTURA CO. CAL.

APPROVED AS TO FORM:

John C. Cotti, City Attorney

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

By: LIMONEIRA EA1 LAND, LLC,
a Delaware limited liability company,

By: Limoneira Company,
a Delaware Corporation – Its Sole Member

By:
Name: Mark Palamountain,
Its: Authorized Agent

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

_____
Michael Rock,
City Manager

ATTEST:

_____
Lucy Blanco,
City Clerk

APPROVED AS TO FORM:

_____
John C. Cotti, City Attorney

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

By: LIMONEIRA EA1 LAND, LLC,
a Delaware limited liability company,

By: Limoneira Company,
a Delaware Corporation – Its Sole Member

By: _____
Name: Mark Palamountain,
Its: Authorized Agent

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Ventura)

On May 15, 2018 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Michael Rock,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

LUCY BLANCO
Notary Public - California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of OP Memo. #5 Amend and Restated Development Agreement,

containing 3 pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
- ○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
- ☐ _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

On May 05, 2018 before me, Dave M. Malagon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Mark Palamountain
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: OP. Memo. #5 Amend and Restated Development Agreement
Document Date: May 07, 2018 Number of Pages: 3
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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EXHIBIT H
Operating Memorandum No. 6

20180927-00109803-0 1/5
Ventura County Clerk and Recorder
MARK A. LUNN
09/27/2018 08:23:00 AM
1387674 $.00 HE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

EXEMPT FROM RECORDER'S FEES
Pursuant to Government Code § 6103

To Recorded Agreement No. 20150427-00062760-0 1/101

OPERATING MEMORANDUM NO. 6 TO THE
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Operating Memorandum No. 6 (the "Operating Memorandum") is made as of August 1, 2018 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement;

C. Section 3.1.3(b) of the Development Agreement requires Limoneira Lewis to construct the Haun Creek Linear Greenway and Detention Basin Park, which must include 5.5 acres of grass soccer fields, related health facilities, picnic tables and benches (the "Detention Basin Park"). The Detention Basin Park will be located in the Southeastern portion of the East Area 1 Project site;

D. Limoneira Lewis is required to construct the Detention Basin Park prior to issuance of a building permit for the Project. Limoneira Lewis, or its successor in interest, intends to apply for building permits to construct model homes at the end of 2018. Construction of the streets and related facilities necessary to access the Detention Basin Park will not be completed at the time building permits for the model homes are issued. The Detention Basin Park will therefore not be safely accessible by the general public;

E. Upon completion of the model homes, Limoneira Lewis, or its successor in interest, will apply for building permits for individual production housing units for the first phase of the Project. At that time, the streets and related facilities will be constructed allowing safe access to the Detention Basin Park;

F. This Operating Memorandum No. 6 is intended to clarify that "prior to issuance of a building for the project" was intended to mean building permits for the construction of individual residential production housing units;

G. Operating Memorandum No. 6 does not materially alter the rights or obligations of Limoneira Lewis or the City under the Development Agreement;

H. Through this Operating Memorandum No. 6, the Parties desire to clarify Section 3.1.3(b) of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Haun Creek Linear Greenway and Detention Basin Park. Section 3.1.3(b) of the Development Agreement states:

> *Before the City issues a building permit for the Project*, Developer must improve approximately 5.5 acres of the Detention Basis as grass soccer field(s), together with acceptable health facilities (such as portable toilets upon opening and permanent restrooms by the time conveyed to the Owner's Association or Landscape Maintenance District) and picnic tables and benches.

Operating Memorandum No. 6 clarifies and confirms that "building permit" contemplated in the phrase "*before the City issues a building permit for the Project,*" as set forth in Section 3.1.3(b), shall mean a building permit for an individual residential production housing unit.

Limoneira Lewis approves this Operating Memorandum No. 6.

2. No Further Clarification. Except as expressly clarified by this Operating Memorandum No. 6, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

3. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

4. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

Michael Rock,

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDER LLC
a Delaware limited liability company

By: LIMONEIRA EA1 LAND, LLC

City Manager

ATTEST:

Lucy Blanco,
City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

a Delaware limited liability company

By: Limoneira Company,
a Delaware corporation
Its sole Member

By: _____

Name: MARK PALAMOUNTAIN

Title: CFO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

On August 16, 2018 before me, Dave M. Malagon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Mark Palamountain
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Operating Memorandum No. 6 to the Amended and Restated Development Agreement
Document Date: Aug. 1, 2018 Number of Pages: 4
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Ventura)

On August 23, 2014 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Michael Rock,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

LUCY BLANCO
Notary Public – California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Operating Memorandum No. 6 to the Amended & Restated Development Agreement, containing 3 pages, and dated Aug 1, 2014.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
- ○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # 87 Entry # 6

Notary contact: (805) 223-3090

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
- ☐ _____

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EXHIBIT I
Operating Memorandum No. 7

RECORDING REQUESTED BY /SYNRGO
LAWYERS TITLE COMPANY

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA CA 93061
ORDER NO: 418241035
APN:
REF: LIMONEIRA LEWIS

20190916-00109539-0 1/7
Ventura County Clerk and Recorder
MARK A. LUNN
09/16/2019 01:21:47 PM
1516022 $.00 CE

Electronically Recorded in Official Records, County of Ventura

THIS SPACE FOR RECORDER'S USE ONLY

EXEMPT FROM RECORDER'S FEE PURSUANT TO GOVERNMENT CODE 6103

OPERATING AGREEMENT NO. 7 TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 20150427-00062760-1/101

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

RECORDING REQUESTED BY /SYNRGO
LAWYERS TITLE COMPANY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

DEV19-2-1085

OPERATING MEMORANDUM NO. 7 TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 20150427-00062760-01/101

This Operating Memorandum No. 7 (the "Operating Memorandum") is made as of August 21, 2019 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement;

C. Section 10.1.1 of the Development Agreement authorizes the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement;

D. In order to provide increased water storage and pressure to existing City users, Section 3.2.1 of the Development Agreement requires Limoneira Lewis to construct a three million gallon potable water tank/reservoir. The tank/reservoir must be constructed and dedicated to the City before the City issues a certificate of occupancy for the first residential dwelling unit in the Project;

E. Limoneira Lewis constructed the tank/reservoir and it is ready to connected to the City's water system. Currently, there is insufficient demand for water service in the area of the tank/reservoir and, if placed online, water in the tank/reservoir will stagnate;

F. Until there is sufficient demand for water service in the area of the tank/reservoir and in order to prevent the stagnation of water in the tank/reservoir, this Operating Memorandum No. 7 is intended to clarify that the tank/reservoir will be dedicated to the City prior to issuance of a certificate of occupancy for the 100th

residential dwelling unit, unless, based on demand, dedication of the tank/reservoir is requested by the City prior to the 100th residential unit;

G. Through this Operating Memorandum No. 7, the Parties desire to clarify Sections 3.2.1 and 3.1.2 of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Water Tanks. Section 3.2.1 of the Development Agreement states, in part:

To protect public health and safety, Developer agrees (at City's request) to elevate the location of a three million gallon potable water tank/reservoir . . . . The three-million gallon tank/reservoir must be constructed and dedicated before the City issues a certificate of occupancy for the first residential dwelling unit in the Project . . . .

Operating Memorandum No. 7 is intended to clarify that the tank/reservoir will be dedicated to the City prior to issuance of a certificate of occupancy for the 100th residential dwelling unit, unless, based on demand, dedication of the tank/reservoir is requested by the City prior to the 100th residential unit.

2. Approval. Limoneira Lewis approves this Operating Memorandum No. 7.

3. No Further Clarification. Except as expressly clarified by this Operating Memorandum No. 7, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

4. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

Ikani Taumoepeau
Acting City Manager

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

Harold Edwards,
Chief Executive Officer

ATTEST:

Lucy Blanco
City Clerk

CITY OF SANTA PAULA
INCORPORATED
APRIL 22, 1902
VENTURA CO. CAL.

APPROVED AS TO FORM:

John C. Cotti
City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On August 23, 2019 before me, Dave M. Malagon, Notary Public,
[here insert name and title of officer]
personally appeared Harold Edwards,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

DAVE M. MALAGON
Notary Public - California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

Signature _____

(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On August 27, 2019 before me, Lucy Blanco, Notary Public,
[here insert name and title of officer]
personally appeared Ikani Taumoepeau,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

LUCY BLANCO
Notary Public - California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

Signature _____

(Seal)

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Ventura)

On August 27, 2019 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Ikani Taumoepeau,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

LUCY BLANCO
Notary Public – California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Operating Memorandum No. 7 to Amended & Restated Development Agreement containing 3 pages, and dated August 21, 2019.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-In-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # 109 Entry # 7

Notary contact: _____

Other _____

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

On August 23, 2019 before me, Dave M. Malagon, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Harold Edwards
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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EXHIBIT J
Operating Memorandum No. 8

RECORDING REQUESTED BY:
Lawyers Title/ EPN

AND WHEN RECORDED MAIL TO:
City Clerk
City of Santa Paula
970 Ventura Street
Santa Paula, Ca 93061

Limoneira

Electronically Recorded in Official Records
County of Ventura County
Mark A. Lunn
Ventura County Clerk-Recorder

DOC# 2022000073769

07/07/2022
Titles: 1 Pages: 7
10:43 AM
Total Fees: $0.00
ONTIVD

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OPERATING MEMORANDUM NO.8 TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This page is added to provide adequate space for recording information.

RECORDING REQUESTED BY
LAWYERS TITLE COMPANY /ERN

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: CITY CLERK CITY OF SANTA PAULA 970 Ventura Street Santa Paula, CA 93061	EXEMPT FROM RECORDER'S FEES Pursuant to Government Code § 6103

OPERATING MEMORANDUM NO. 8 TO THE
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Operating Memorandum No. 8 (the "Operating Memorandum") is made as of 6-21-22 2022 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

Lawyers Title Company has recorded this instrument as an accommodation only. It has not been examined as to it's execution or it's affect upon the title to any real property that may be described therein.

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement for developing the area commonly known as "East Area 1." On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement;

B. The Development Agreement has been amended twice. On March 18, 2020, Section 3.1. l(a) of the Development Agreement was amended to provide for an extension of the timeframe within which to complete construction of the Santa Paula Creek Sports Park ("Amendment No. 1");

C. On April 21, 2021, the City and Limoneira Lewis again amended the Development Agreement ("Amendment No. 2") to, among other things, modify Section 3.3.2 to require that certain traffic improvements be completed prior to issuance of the 750th certificate of occupancy within the project, including the improvements to the intersection of State Route 126 and Hallock Drive specified in Mitigation Measure T-1 (the "SR 126/Hallock Improvements"). The Development Agreement and Amendment Nos. 1 and 2 are collectively referred to herein as the "Development Agreement";

D. Section 3.3.4 of the Development Agreement provides that if there are delays in completion of any of the improvements specified in Section 3.3 that are outside Developer's control, the City will not unreasonably refuse to issue certificates of occupancy, notwithstanding the deadlines specified in the Development Agreement, so long as Developer is continuing to

pursue completion of the improvements in a good faith and commercially reasonable manner;

E. To date, Developer has used its good faith and commercially reasonable efforts to obtain the necessary rights-of-way to complete the SR 126/Hallock Improvements, but has not been able to acquire all the necessary right-of-way, which is preventing Developer from completing the SR 126/Hallock Improvements;

F. Section 10.1.1 of the Development Agreement authorizes the Parties to enter into an operating memorandum in order to detail the performance of provisions covered in general under the Development Agreement;

G. Through this Operating Memorandum No. 8, the parties confirm that despite Developer's good faith and commercially reasonable efforts to complete the SR 126/Hallock Improvements, Developer has encountered delays beyond its control;

H. Pursuant to Section 3.3.4 of the Development Agreement, City will not withhold certificates of occupancy or other development permits and approvals for the Project if the SR 126/Hallock Improvements or other off-site traffic improvements are not completed by the deadlines specified in Section 3.3 of the Development Agreement;

I. Operating Memorandum No. 8 does not materially alter the rights or obligations of Developer or the City under the Development Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Developer shall continue to use its good faith and commercially reasonable efforts to obtain the necessary rights-of-way and take such further actions as are reasonably necessary to complete the SR 126/Hallock Improvements and the other remaining off-site traffic improvements specified in Section 3.3 of the Development Agreement.

2. Developer will coordinate these efforts with the City and, if necessary, ask the City to acquire any remaining rights-of-way through its power of eminent domain, and upon such request, City Staff will recommend to the City Council that the City acquire the remaining rights-of-way through the exercise of its power of eminent domain.

3. The City will not withhold any certificates of occupancy or other permits needed for development and occupancy of the project based on Developer's inability to complete any of the off-site improvements specified in Section 3.3 of the Development Agreement unless it finds, based on changed circumstances, that Developer has not continued to use its good faith and commercially reasonable efforts to complete such improvements.

4. Approval. Developer and City approve this Operating Memorandum No. 8.

5. No Further Clarification. Except as expressly clarified by this Operating Memorandum No. 8, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

6. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended, or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

7. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA

Dan Singer,
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDER LLC
a Delaware limited liability company

By: LIMONEIRA EA1 LAND, LLC
a Delaware limited liability company

By: Limoneira Company,
a Delaware corporation
Its sole Member

By:

Name: MARK PALAMOUNTAIN

Title: CFO

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1902 VENTURA COUNTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On JUNE 16, 2022 before me, DEANNA RULE, NOTARY PUBLIC
[here insert name and title of officer]
personally appeared MARK PALAMOUNTAIN,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

DEANNA RULE
Notary Public - California
Ventura County
Commission # 2377920
My Comm. Expires Oct 9, 2025

(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On JUNE 21, 2022 before me, JULIE LATSHAW, NOTARY PUBLIC,
[here insert name and title of officer]
personally appeared DAN SINGER,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

JULIE LATSHAW
Notary Public - California
Ventura County
Commission # 2401674
My Comm. Expires May 19, 2026

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of VENTURA)

On JUNE 16, 2022 before me, DEANNA RULE NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MARK PALAMOUTAIN,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEANNA RULE
Notary Public - California
Ventura County
Commission # 2377920
My Comm. Expires Oct 9, 2025

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of VENTURA }

On JUNE 21, 2022 before me, JULIE LATSHAW,
Date *Here Insert Name and Title of the Officer*

personally appeared DAN SINGER,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JULIE LATSHAW
Notary Public - California
Ventura County
Commission # 2401674
My Comm. Expires May 19, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2017 National Notary Association

EXHIBIT K
Form of Offsite Improvement Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

No fee per Government Code § 6103

APNs 107-0-220-055, -065, -025, -035

HARVEST AT LIMONEIRA
OFFSITE IMPROVEMENT AGREEMENT

SANTA PAULA STREET BRIDGE

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2024 ("Effective Date"), by and between the CITY OF SANTA PAULA, a general law city and municipal corporation ("CITY") and LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware Limited Liability Company ("DEVELOPER"). Capitalized terms not otherwise defined in this Agreement will have the meanings attributed to them in the Development Agreement.

The Parties agree as follows:

1. **RECITALS**. This Agreement is made with reference to the following facts and objectives:

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Original Development Agreement") for developing the area commonly known as "East Area 1" for a mixed-use planned community ("Project") on real property shown in Tract Map No. 5854 recorded in the Official Records of Ventura County ("Official Records") on December 28, 2017, as Document No. 20171220-00164292-0 ("Property").

B. The Original Development Agreement was recorded in the Official Records on April 27, 2015, as Document No. 20150427-00062760-0. On or about September 21, 2015, DEVELOPER became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Original Development Agreement.

C. The Original Development Agreement was amended by the First

Amendment to the Development Agreement, dated March 18, 2020 ("Amendment No. 1"), and by the Second Amendment to the Development Agreement, dated April 21, 2021 ("Amendment No. 2"). The Parties also intend to enter a Third Amendment to the Development Agreement ("Amendment No. 3") in March 2024.

D. The Original Development Agreement has been further clarified and supplemented by Operating Memoranda Nos. 1 - 8 (collectively, the "Operating Memoranda") on file with the City. The Original Development Agreement, as amended by Amendment Nos. 1, 2, and 3, and the Operating Memoranda are collectively referred to herein as the "Development Agreement."

E. Pursuant to the Development Agreement, DEVELOPER must construct certain public improvements known as the Santa Paula Street Bridge improvements ("Improvements"). The Improvements will be constructed in accordance with plans and specifications on file with CITY known as City Drawing No. 40.35.112 and generally described in the attached **Exhibit A.** Section 7.1.2 of the Development Agreement requires DEVELOPER to provide improvement security for the Improvements to the extent they are not financed by a Financing Mechanism.

F. The Acquisition Agreement defined in Section 14, below, together with the CFD No. 1 formation documents, is a Financing Mechanism.

G. Section 14 of the Acquisition Agreement provides that DEVELOPER must secure construction of the Improvements with a bond or other security, but that such bond amount must be reduced by amounts of CFD proceeds dedicated for the Improvements as the City "determine[s] is appropriate."

2. **CONSTRUCTION OF IMPROVEMENTS.** At its sole cost and expense, DEVELOPER agrees to furnish all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary to complete the Improvements set forth in the approved plans and specifications and in conformance with the Approvals (as that term is defined in the Development Agreement), CITY standards, and federal and state requirements.

3. **ESTIMATED COST OF IMPROVEMENTS.**

A. The estimated hard costs of the Improvements is $9,742,000, inclusive of a 15% contingency ("Estimated Hard Costs").

B. A copy of the Estimated Hard Costs is attached hereto as **Exhibit B** and incorporated by this reference.

C. The estimated additional cost to complete the Improvements include final design of 5%, right-of-way acquisition of 5%, permits of 3%, 5% for future

price inflation, and construction management and project management and inspections of 10%, and 5% for future price inflation, less costs incurred to date, for an estimated additional cost of $ $_____ ("Estimated Soft Costs") at time of completion.

D. The combined total of Estimated Hard Costs and Estimated Soft Costs is $_____ (hereafter, the "Total Estimated Costs").

4. **MODIFICATIONS TO TOTAL ESTIMATED COSTS.**

A. The Estimated Hard Costs in **Exhibit B** shall not be increased by more than five percent (5%) without DEVELOPER delivering written notice to the City Engineer. If during the course of construction of the Improvements, DEVELOPER is presented with a change order or set of change orders that would increase the Estimated Hard Costs secured by a bond by more than 15%, DEVELOPER must receive the approval of City Engineer before approving the change order(s), which shall not be unreasonably withheld or conditioned, subject only to the City Engineer's right to require, pursuant to Subsection B below, a corresponding increase in the amount of the bonds for such Improvements.

B. Should the Total Estimated Costs bonded for be inadequate to cover increased costs to complete the Improvements, the City Engineer may require, and Developer will comply with, an increase in the bond coverage to reflect the increased costs for constructing the Improvements to ensure adequate bonds are in place. To the extent such costs exceed the Total Estimated Costs, the bonds applicable to such Improvements shall be increased by the difference.

5. **TIME FOR COMPLETION.** DEVELOPER shall complete the Improvements in accordance with the timing requirements and thresholds set forth in the Development Agreement. Improvements will be deemed "complete" when they may be safely used by pedestrians and motorists for their intended purpose as reasonably determined by the City Engineer. Pursuant to Section 7.2.1 of the Development Agreement, CITY must cooperate with Developer and take all actions necessary and appropriate to facilitate timely completion of the Improvements. To that end, the parties acknowledge that DEVELOPER has exhausted all commercially reasonable efforts to obtain the required property for Improvements, and therefore, the CITY shall be responsible for acquiring any right-of-way or real property interest required by DEVELOPER to complete the Improvements. Notwithstanding the foregoing, it shall remain the DEVELOPER's responsibility to complete the Improvements as set forth in this Section and the Development Agreement, and DEVELOPER will hold CITY free and harmless from any liability arising from any delays in acquiring needed property caused by factors beyond CITY's control. DEVELOPER and CITY shall comply with the following additional schedule and time limits for completion of the Improvements:

Action	Date
Developer has submitted to the City plans, specifications, reports, cost estimates and schedules ("Plan Submittal") to City	Last City submittal made on December 12, 2023.
City to submit comments and/or notice of deficiency to Developer with fee deposit request	No later than 45 working days from Plan Submittal
Developer to submit fee deposit and responses and/or corrections to City comments and/or notice of deficiency	No later than 45 working days from receipt of City comments and/or notice of deficiency
Developer to commence construction	No later than 12 months after receiving all required permits and approvals.
Developer to complete construction	No later than 24 months from when construction commences

CITY's City Manager, in his/her reasonable discretion, may approve extensions of time upon submittal of a written request from DEVELOPER. If DEVELOPER seeks an extension of time to complete the Improvements more than twenty-four (24) months after receipt of all required permits and approvals, DEVELOPER agrees it must obtain the written approval of the Ventura County Fire Department and will provide a copy of said approval to CITY upon receipt.

6. **COMPLETION BY CITY.** Should DEVELOPER fail to complete the Improvements within the time for completion in breach of the terms of this Agreement, CITY, at its option, may enter onto DEVELOPER's property to complete the Improvement and satisfy Section 4, above, at DEVELOPER's cost. This option is in addition to any other remedies available to CITY.

7. **INSPECTION; CONSTRUCTION; FINAL ACCEPTANCE.**

A. DEVELOPER will provide on-site construction management to supervise construction and ensure the Improvements are completed in accordance with the plans approved by the City Engineer. The DEVELOPER shall have responsibility to ensure that the construction is accomplished in accordance with the approved plans and specifications. The DEVELOPER's construction manager shall submit timely requests for inspection by City and/or other required public agencies as needed throughout project construction.

B. The City Engineer shall have the right to inspect the construction of the Improvements to confirm that the construction is accomplished in accordance with the approved plans. City personnel shall have access to the construction at all reasonable times for the purpose of accomplishing

such inspection.

C. After DEVELOPER's contractor has completed the Improvements, DEVELOPER shall request a final inspection of such work, and the work shall be inspected, approved and accepted in strict compliance with the terms of Government Code section 66499.7.

D. No inspection or acceptance pertaining to specific parts of the Improvements shall be construed as final acceptance of any part until the overall final acceptance of the Improvements is made by the CITY in accordance with Government Code section 66499.7 and the Development Agreement. Final acceptance shall not constitute a waiver by CITY of defective work subsequently discovered.

E. DEVELOPER will contract with Psomas as engineer of record to provide construction support services and provide certified as-built plans to the CITY prior to final acceptance of the Improvements.

F. DEVELOPER will contract with a consultant experienced in right-of-way acquisition services for completion of the Improvements.

G. Upon completion of the Improvements and final acceptance by the CITY, DEVELOPER shall promptly file a Notice of Completion with the City Clerk for recordation at the Ventura County Recorder's Office.

8. **CONTINUOUS WORK ON THE IMPROVEMENTS**. After commencement of construction of the Improvements, which will commence within twelve (12) months after receiving all required permits and plan approvals and acquisition of all necessary right-of-way, DEVELOPER shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than sixty (60) days, events of Force Majeure excepted. For the avoidance of doubt, restrictions imposed by a 408 ACOE permit or any other permit or approval, as well as any delays relating thereto, are a Force Majeure event. Notwithstanding the foregoing, the Improvements shall be completed by Developer within twenty – four (24 months) after commencement of construction of the Improvements and accepted by the City in accordance with subsections C. and D. of Section 7, above.

9. **WARRANTY OF IMPROVEMENT PLANS.** DEVELOPER warrants that the plans and specifications for the Improvements shall conform to the Approvals (as the term is defined in the Development Agreement), together with all conditions made a part of such Approvals. Except as directed by CITY, DEVELOPER further warrants that the plans and specifications can be relied upon to accomplish the Improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the plans and specifications at any time before final acceptance of the Improvements prove to be inadequate in any respect except to the extent said plans and specifications were directed by the CITY, DEVELOPER agrees to make such changes

reasonably deemed necessary by CITY to complete the Improvements in a good, workmanlike manner and in accordance with accepted construction practices. DEVELOPER further agrees to make or cause to be made such engineering, soils and other reports as may be required by CITY.

10. **CITY NOT LIABLE FOR PLANS AND SPECIFICATIONS**. CITY is not an insurer or surety for the design or construction of the Project. And CITY, its officers, officials, employees, agents, representatives, and certified volunteers are not liable or responsible for any claim arising during construction of the Project or Improvements, unless it can be shown that such person directed that the Project or Improvements be designed or constructed in a manner contrary to the wishes and desires of DEVELOPER, and DEVELOPER filed a written objection or equivalent notice with the City Engineer before commencing such work or Improvement. .

11. **WARRANTY OF WORK.** DEVELOPER warrants that the Improvements will be constructed in conformance with the approved plans and specifications, CITY standards, and the highest industry standards. Should any Improvement fail to comply with this warranty or any other provision of this Agreement within one (1) year after CITY's final acceptance, DEVELOPER shall, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Should DEVELOPER fail to act promptly or in accordance with this requirement or should the exigencies of the case require repairs or replacements to be made before DEVELOPER can be notified, CITY will, at its option, make the necessary repairs, replacements, or reconstruction, as determined by CITY. DEVELOPER shall pay to CITY the actual cost of such repairs, replacements, or reconstruction plus CITY's administrative costs. This section is not a waiver of any other right CITY may have for correcting faulty workmanship or defective materials.

12. **REPAIRS AND REPLACEMENTS.** DEVELOPER shall repair or replace, as reasonably determined by CITY, Improvements and monuments destroyed or damaged by DEVELOPER's actions and to repair or replace, as reasonably determined by CITY, any property damaged or destroyed by DEVELOPER. Any such repair or replacement shall be completed to CITY's reasonable satisfaction and approval, and at no cost to CITY and not limited by any surety bond required in this Agreement.

13. **CITY'S RIGHT OF ENTRY**. DEVELOPER grants CITY right of entry to DEVELOPER's property, to the extent applicable, to inspect the Improvements constructed by DEVELOPER and to ensure compliance with this Agreement.

14. **CONTRACT SECURITY.**

A. Concurrently with the execution of this Agreement, DEVELOPER shall

furnish:

i. A surety bond in an amount equal to at least one hundred percent (100%) of the Total Estimated Costs as security for the faithful performance of this Agreement, in the amount of $_____.

ii. A separate surety bond in an amount equal to at least one hundred percent (100%) of the Estimated Hard Costs for said Improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement.

B. The surety bonds in Subsection A. shall be paid and in effect until the earlier to occur of (i) CITY's final acceptance of the Improvements and receipt of warranty bonds in accordance with the warranty required by Section 11 and 14, or (ii) receipt in CITY's account of CFD bond sale proceeds from Harvest Community Facilities District No. 1 sufficient to fund the Improvements and designated for that purpose. Should another jurisdiction with authority over the Improvements project require security for the Improvements that are duplicative of the amounts set forth in this Agreement, the parties will cooperate in good faith to ensure that Developer is not required to incur the cost of bonding twice for the Improvements and to ensure that City and any other agency requiring bonding are adequately secured, such as adding one or more of the agencies as an obligee to the surety in an appropriate rider to the bonds furnished to the lead agency for the Improvements. Additionally, pursuant to Government Code 66499.5, CITY acknowledges the Improvements contemplated herein are financed and installed pursuant to special assessment proceedings and, in accordance with Santa Paula Municipal Code § 16.80.950 and DEVELOPER's satisfaction of same, agrees that, upon furnishing by the contractor of the faithful performance and labor and material bonds required by the special assessment act being used, the improvement security of the DEVELOPER shall be reduced by an amount corresponding to the amount of such bonds so furnished by the contractor.

C. CFD bond sale proceeds will be paid to DEVELOPER upon completion of the Improvements by DEVELOPER and acquisition of the Improvements by CITY pursuant to this Agreement and the terms of the Funding, Construction and Acquisition Agreement for Harvest Community Facilities District No.1 dated as of March 1, 2017, as may be amended ("Acquisition Agreement"). In the event there are insufficient CFD bond proceeds, the CITY will not be responsible for reimbursing DEVELOPER for the Improvements, and pursuant to Section 15 of the Acquisition Agreement, the CITY is only required to reimburse DEVELOPER for those Public Facilities (as the term is defined in the Acquisition Agreement) which can be reimbursed with the total of the amount of available bond sale proceeds. Nothing herein shall relieve DEVELOPER from its obligation to complete

the Public Facilities pursuant to the terms of this Agreement and the Development Agreement.

D. In accordance with Section 14 of the Acquisition Agreement, the CITY will reduce the aggregate principal amount of the surety bonds by such amount as it determines is appropriate to allocate to the Improvements, upon receipt of the bond sale proceeds.

15. **WARRANTY BONDS.** Prior to CITY's final acceptance of the Improvements, DEVELOPER shall file with the CITY a bond guaranteeing the warranty requirements of Section 11 in the amount of at least ten percent (10%) of the Total Estimated Costs. This warranty bond will be released one year after final acceptance of the Improvements, subject to CITY's timely inspection of the Improvements and determination that the Improvements are free of defects.

16. **PERFORMANCE BY CITY OR SURETY**.

A. Should DEVELOPER fail to construct the Improvements in the manner and at such locations as specified within the time requirements of this Agreement, or if DEVELOPER is not carrying out the intent of this Agreement, CITY may serve written notice upon DEVELOPER and the surety on DEVELOPER's faithful performance bond demanding satisfactory compliance with this Agreement.

B. Should CITY serve such written notice, CITY may do any one, or combination of, the following:

i. Serve written notice upon the surety on its faithful performance bond demanding satisfactory compliance with this Agreement. In such event the surety must, within five (5) days, assume control and construct the Improvements as DEVELOPER'S successor;

ii. CITY may construct the improvements itself, or by contract, at DEVELOPER's expense on a time and materials basis. In such event, CITY may take possession of and utilize in completing the Improvements' construction, materials, appliances, and other property belonging to DEVELOPER as may be on the site of the work without liability to CITY. DEVELOPER's surety will be liable to CITY for any excess cost of damages incurred by CITY.

C. Nothing in this section waives, or serves as a limitation upon, any additional remedy CITY may have under this Agreement or applicable law.

17. **SURETY BOND TO INCLUDE LETTER OF CREDIT.** The term "surety bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. The term "surety" includes the issuer of any letter of credit or cash deposit agreement, which is acceptable to CITY as security for the performance of this Agreement. Sureties must be admitted to do business in the State of California.

18. **BEST MANAGEMENT PRACTICES**. DEVELOPER agrees to use best management practices ("BMPs"), as that term is defined under applicable law including, without limitation, the Santa Paula Municipal Code, in constructing the improvements anticipated by this Agreement. DEVELOPER's failure to comply with the terms of this Section constitutes a material breach of this Agreement.

19. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports specific to the improvements identified herein prepared by DEVELOPER under this Agreement are CITY's property. DEVELOPER may retain copies of said documents and materials as desired, but must deliver all original materials to CITY upon CITY's written notice.

20. **INDEPENDENT CONTRACTOR.** CITY and DEVELOPER agree that DEVELOPER will act as an independent contractor and will have control of all work and the manner in which it is performed. DEVELOPER will be free to contract for similar service to be performed for other employers while under contract with CITY. DEVELOPER is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct DEVELOPER as to the details of doing the work or to exercise a measure of control over the work means that SUBDIVIDER will follow the direction of CITY as to end results of the work only.

21. **INDEMNIFICATION.**

A. DEVELOPER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, DEVELOPER must defend CITY (at CITY's request and with counsel satisfactory to CITY) and indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. The Parties agree that this section will remain in full force and effect until the

Improvements have been formally accepted by CITY.

D. The requirements as to the types and limits of insurance coverage to be maintained by DEVELOPER, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by DEVELOPER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

22. **INSURANCE**.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial General Liability (Bodily Injury, Personal Injury, and Property Damage)	$5,000,000 Occurrence
Commercial Automobile Liability (Any Auto Hired and Non-Owned Liability)	$2,000,000 Per Accident
Worker's Compensation	Statutory
Employers Liability (Bodily Injury by Accident)	$1,000,000 Each Accident

B. The amount of insurance set forth above will be a per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officers, officials, agents, employees and volunteers as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days' prior written notice to CITY.

C. DEVELOPER must furnish and require its contractors and subcontractors to furnish to CITY duly authenticated Certificates of Insurance evidencing

maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. DEVELOPER will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

23. **NOTICES.**

A. Unless expressly stated otherwise, all notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

If to the City
City of Santa Paula
Public Works Department
Attn: Clete J. Saunier, P.E., Public Works Director
P.O. Box 569
Santa Paula, CA 93061-0569

If to the Developer
Limoneira Lewis Community Builders LLC
c/o Lewis Management Corporation
Attn: David Lauletta
133 N. 10th Street
Santa Paula, CA 93060

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

24. **COMPLIANCE WITH LAW.** DEVELOPER will comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at DEVELOPER's own cost.

25. **FORCE MAJEURE.** Developer's time for commencement and completion of the Improvements shall be extended for the period of any delay due to one more of the following circumstances beyond the control and without the fault of DEVELOPER ("Force

Majeure"): adverse weather conditions; flood; earthquakes; strikes; lockouts; acts of God; enemy action; civil commotion; acts or failures to act of a public agency (including, without limitation, delay in the issuance of permits or approvals by governmental authorities that are required for the work); fire or other casualty; failure or inability to secure materials or labor; changes in local, state or federal laws or regulations; pandemics; epidemics; lack of financing due to generally applicable economic conditions affecting the capital markets generally; and strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of DEVELOPER, its contractors, and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. DEVELOPER shall be required to provide CITY with timely notice of the facts and circumstances constituting or giving rise to the Force Majeure event and to keep the CITY fully apprised with respect thereto. The parties shall meet as early as reasonably practicable to discuss the Force Majeure event, agree on any additional actions to be taken by either party, and document the agreed length of delay caused by the Force Majeure event. Should the Force Majeure event be further delays in ACOE issuance of a 408 Permit, "commencement of the grounds" for an extension shall be the date that the ACOE next notifies DEVELOPER of additional requests for information or corrections to its permit application, and notice to the City of the additional requests via email to the Public Works Director and City Engineer shall constitute adequate written notice of the Force Majeure event to the City. The City Manager shall evaluate and approve or deny all claims to Force Majeure made by the DEVELOPER and the decision of the City Manager shall be the final determination of the City, subject only to judicial review.

26. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

27. **SEVERABLE.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

28. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

29. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

30. **GOVERNING LAW.** This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in the County of Ventura.

31. **AUTHORITY/MODIFICATION.** This Agreement is subject to and conditioned upon approval and ratification by the Santa Paula City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's City Manager may execute any such amendment on behalf of CITY.

32. **BINDING UPON SUCCESSORS**. The terms of this Agreement constitute a burden and benefit upon the Property. Accordingly, this Agreement will be recorded and the terms will run with the Property and become binding upon DEVELOPER's heirs, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF SANTA PAULA,
a municipal corporation

Dan Singer,
City Manager

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,
a Delaware Limited Liability Company

David Lauletta,
Authorized Agent

ATTEST:

Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

Monica Castillo,
City Attorney

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

The bridge construction consists of the construction of an approximate 232-foot long single-span bridge over Santa Paula Creek as part of the extension of Santa Paula Street from Grant Line Street to Hallock Drive. The span bridge will be supported by two abutments, wing walls, and will accommodate two 12-foot wide traffic lanes, two 6-foot wide sidewalks, two 5-foot wide bike lanes for a total width of 48-feet. The superstructure of the bridge will be a 232-ft long, 48-ft wide, reinforced concrete, post- tensioned box girder carrying two lanes of traffic, two bike lanes, and two sidewalks. The bridge has been designed as a free-span bridge, with no permanent pier support (substructure) placed in the creek bed. Two abutments will support the superstructure on each side of the creek above the 100-year flood elevation. The plans and specifications for the bridge, known as City Drawing No. 40.35-112, are on file with the City.



EXHIBIT B

ESTIMATED COST OF IMPROVEMENTS

(Attached behind)

CITY OF SANTA PAULA
LEWIS LIMONEIRA
PROJECT: SANTA PAULA CREEK BRIDGE, UNDERCROSSING, AND APPROACH WALLS
CITY #
DATE: 9/28/2023

ENGINEERS OPINION OF PROBABLE COST

CALTRANS BEES No.	Item No.	ITEM	Unit of Measure	Estimated Quantity	Unit Price	Item Total
	1	MOBILIZATION 10%	LS	1	$847,083.74	$847,084
		SANTA PAULA CREEK BRIDGE				
192003	2	STRUCTURE EXCAVATION (BRIDGE)	CY	649	$150.00	$97,315
193003	3	STRUCTURE BACKFILL (BRIDGE)	CY	598	$250.00	$149,528
260203	4	CLASS 2 AGGREGATE BASE	CY	69	$300.00	$20,622
500001	5	PRESTRESSING CAST-IN-PLACE CONCRETE	LB	83749	$5.00	$418,746
510051	6	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	174	$1,000.00	$174,222
510053	7	STRUCTURAL CONCRETE, BRIDGE	CY	1242	$2,000.00	$2,484,682
510086	8	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	128	$1,300.00	$166,111
511035	9	ARCHITECTURAL TREATMENT	SF	1650	$25.00	$41,247
519100	10	JOINT SEAL (MR 3")	LF	95	$300.00	$28,400
520102	11	BAR REINFORCING STEEL (BRIDGE)	LB	284514	$2.50	$711,285
xxxxx	12	WATER PIPE SUPPORTS	LS	1	$54,000.00	$54,000
839719	13	CONCRETE BARRIER (TYPE 732SW)	LF	506	$400.00	$202,267
833090	14	TUBULAR HANDRAILING (MODIFIED)	LF	506	$175.00	$88,492
		UNDERCROSSING				
192025	15	STRUCTURE EXCAVATION (CULVERT)	CY	830	$150.00	$124,536
193004	16	STRUCTURE BACKFILL (CULVERT)	CY	325	$180.00	$58,486
260203	17	CLASS 2 AGGREGATE BASE	CY	54	$300.00	$16,100
510090	18	STRUCTURAL CONCRETE, BOX CULVERT	CY	242	$2,000.00	$484,220
520101	19	BAR REINFORCING STEEL	LB	46565	$2.50	$116,413
740550	20	PUMPING PLANT EQUIPMENT	LS	1	$100,000.00	$100,000
190101	21	ROADWAY EXCAVATION	CY	182	$150.00	$27,320
192037	22	STRUCTURE EXCAVATION (RETAINING WALL)	CY	2056	$150.00	$308,384
193003	23	STRUCTURE BACKFILL	CY	71	$180.00	$12,700
260203	24	CLASS 2 AGGREGATE BASE	CY	309	$300.00	$92,556
510060	25	STRUCTURAL CONCRETE, RETAINING WALL	CY	643	$850.00	$546,628
	26	6" CONCRETE ASPHALT PAVEMENT	SF	1320	$10.00	$13,200
520101	27	BAR REINFORCING STEEL	LB	121221	$2.50	$303,052
833033	28	CHAIN LINK RAILING (TYPE 7 MODIFIED)	LF	407	$130.00	$52,910
		APPROACH MSE WALLS				
477020	29	MECHANICALLY STABILIZED EMBANKMENT	SF	7186	$120.00	$862,267
833090	30	TUBULAR HANDRAILING (MODIFIED)	LF	722	$175.00	$126,350
839719	31	CONCRETE BARRIER (TYPE 732SW)	LF	722	$400.00	$288,800
		OTHER ITEMS				
	32	WATERLINE	LS	1	$200,000.00	$200,000

	33	APPROACH ROADWAY SURFACE, STRIPING, ETC	LS	1	$50,000.00	$50,000
	34	ROADWAY LIGHTING	LS	1	$50,000.00	$50,000
					SUBTOTAL	**$8,470,837**
					CONTINGENCY (15%)	$1,270,626
					TOTAL	**$9,741,463**
					ROUNDED TOTAL	**$9,742,000**

EXHIBIT B

EIR Addendum No. 3

[attached behind]

EAST AREA 1 SPECIFIC PLAN AMENDMENT NO. 4

ADDENDUM NO. 3 TO THE
FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT

CITY OF SANTA PAULA

State Clearinghouse No. 2006071134

PREPARED FOR:

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JANUARY 2024

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1.0 INTRODUCTION

1.1 PROJECT BACKGROUND

When an Environmental Impact Report (EIR) has been certified for a project, the California Environmental Quality Act (CEQA) provides for the update of the information in the EIR to address changes to a project or changes to the circumstances under which a project will occur. Pursuant to CEQA Guidelines Section 15164, an addendum to an EIR may be prepared if changes or additions to the EIR are needed, but none of the conditions described in CEQA Guidelines Section 15162 calling for a subsequent EIR have occurred.

In February 2008, the City of Santa Paula (City) certified the Final EIR for the East Area 1 Specific Plan Project (2008 East Area 1 SP FEIR), which allowed for the development of a mixed use-community of up to 1,500 total residential units and 810,000 square feet of office, retail, light industrial and civic facilities. The Project entitlements included approval of the East Area 1 Specific Plan (EA1 SP-3 or "Specific Plan"). As required by the CEQA, the City adopted findings of fact for the significant impacts identified in the 2008 East Area 1 Specific Plan FEIR and a statement of overriding considerations for those impacts identified as significant and unavoidable after the incorporation of all feasible mitigation.

The City prepared Addendum No. 1 to the East Area 1 Specific Plan FEIR[1] in February 2010 (Addendum No. 1 to the SP FEIR) to address the addition of three parcels to the proposed East Area 1 annexation to allow for the implementation of the improvements to the intersection of Telegraph Road and Hallock Drive identified in Mitigation Measure T-2 of the East Area 1 Specific Plan FEIR. After completion of the 2008 East Area 1 SP FEIR, additional geotechnical investigations were conducted that determined the Specific Plan area contained more large rock than could be processed and used on the site in accordance with the applicable geotechnical design standards. For this reason, surplus rock material was proposed to be exported from approximately 150 acres of the site. In March 2014, the City prepared Addendum No. 2 to the East Area 1 Specific Plan FEIR[2] (2014 Addendum No. 2 to the SP FEIR) to address the handling of oversize rock in the Specific Plan area during construction.

In February 2015, the City certified the East Area 1 Specific Plan Amendment Final Supplemental EIR (2015 East Area 1 SP SEIR) in connection with its approval of (1) an amendment to the adopted East Area 1 Specific Plan which revised the land use plan and regulating plan as defined in the Specific Plan, (2) a First Amended and Restated Development Agreement, and (3) a Master Vesting Tentative Map to subdivide the East Area 1 Specific Plan Area to facilitate the development allowed by the approved Specific Plan. Revisions included the reconfiguration of the planning areas and the reduction of the amount of light industrial and commercial uses allowed. The modifications allowed for the Hallock Center to accommodate predominantly light industrial and commercial uses, the Civic District to accommodate

1 City of Santa Paula, Addendum No. 1 to the East Area 1 Specific Plan Environmental Impact Report, February 2010.

2 City of Santa Paula, Addendum No. 2 to the East Area 1 Specific Plan Environmental Impact Report, March 2014.

schools, and Neighborhood Planning Areas to accommodate residential uses. Additionally, the amendment also defined open space and agricultural preserve areas as well as utilities and services consistent with the Master Vesting Tentative Map included in the Project and authorized the Planning Director to make administrative adjustments to setback requirements.

The 2016 Addendum No. 3 to the East Area 1 SP FEIR and 2016 Addendum No. 1 to the East Area 1 SP SEIR, prepared by the City in October 2016, addressed minor revisions to the timing of completion of Mitigation Measure C-10 adopted by the City in the 2008 East Area 1 SP FEIR in order to minimize the impact of the project on historical resources. Mitigation Measure C-10 required the preparation of a historical interpretation plan for the Teague-McKevett Ranch to be displayed on-site and a Documentation Report produced in consultation with a qualified historic preservation professional to archive photographs and site plans of the buildings to be demolished or relocated. Additionally, a rehabilitation and adaptive reuse plan for all eligible buildings which will be preserved was required to be developed. The Mitigation Measure C-10 also required that the new construction be screened from the historic district in such a manner as to minimize its visual impact upon the district.

Addendum No. 4 to the East Area 1 SP FEIR and Addendum No. 2 to the East Area 1 SP SEIR, prepared by the City in May 2021, evaluated an amendment (Amendment No. 3) to the Specific Plan approved by the City expanding the range of residential land uses allowed in the Civic District and Hallock Center Zones as defined in the Specific Plan. The expanded range of uses allows Live/Work Dwellings, Single Family Dwellings, and Home Occupation uses in the Civic District Zone and Second Unit – Carriage Unit uses permitted in both the Civic District and Hallock Center Zones. Development of the building types in these Zones would remain subject to the development and design standards in the Specific Plan. The total number of residential units allowed by the Specific Plan remained unchanged at 1,500.

The Final EIR, certified in 2008, its Addendums Nos. 1 through 4, and the East Area 1 Specific Plan Amendment Final SEIR, certified in 2015, its Addendums Nos. 1 through 2 collectively comprise and are referred to herein as the “FEIR”, “previous EIR”, or “SEIR” for purposes of this Addendum.

This Addendum, Addendum No. 5 to the East Area 1 SP FEIR and Addendum No. 3 to the East Area 1 SP SEIR, evaluates a proposed amendment to the Specific Plan, Amendment No. 4, to increase the number of residential units allowed by 550 units from 1,500 to 2,050 units and remove the 25,000 square feet of light industrial and 215,000 square feet of commercial development currently allowed by the Specific Plan in the Hallock Center District.

1.2 APPLICABLE REVIEW STANDARDS

CEQA Guidelines Sections 15162–15164 define the standards for determining the level of additional environmental review required when an EIR has been certified for a project. When it can be determined, based on substantial evidence in light of the whole record, that changes to a project or changes in the circumstances under which a project would be undertaken constitute new information that would not result in the identification of new significant impacts, or a substantial increase in the severity of

significant impacts identified in the certified EIR, an addendum to an EIR may be prepared. Public review of an addendum is not required by CEQA. Instead, the information in an addendum is to be considered with the previously certified EIR prior to a decision being made on the action being considered. If new significant impacts or a substantial increase in the severity of significant impacts identified in the certified EIR would occur, then preparation and circulation of a subsequent or supplemental EIR is required.

Based on review of the whole record, including the approved Specific Plan and the certified EIR, this Addendum concludes that no new significant impacts are likely to result from the proposed Specific Plan Amendment No 4. This conclusion is drawn from the following findings pursuant to Section 15162(a) of the CEQA Guidelines:

1. No substantial changes to the East Area 1 Project are proposed that would require major revisions of the previous EIR as there are no new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
2. No substantial changes in the circumstances under which the East Area 1 Project will be undertaken have occurred that would require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
3. No new information of substantial importance has been discovered that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was prepared. Specifically, a review of current conditions and the East Area 1 Project demonstrates the following:
    a. The East Area 1 Project would not have one or more significant effects not discussed in the previous EIR;
    b. Significant effects previously examined would not be substantially more severe than shown in the previous EIR;
    c. There are no new mitigation measures or alternatives previously found not to be feasible that would now in fact be feasible that would substantially reduce one or more significant effects of the Project, and that the Project proponents decline to adopt; and
    d. No new mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR that would substantially reduce one or more significant effects on the environment, and that the Project proponents decline to adopt, are recommended.

Based on the information contained in this Addendum, the proposed amendment to the Specific Plan to expand the range of residential land uses allowed in the Civic District and Hallock Center Zones and the plan to no longer build an elementary school will not result in any new significant impacts or any substantial increase in severity of the significant impacts identified in the FEIR. Additionally, no new information of substantial importance has been identified that indicates the changes in land use would result in any new significant impacts or any substantial increase in the severity of the significant impacts identified in the FEIR.

2.0 PROJECT DESCRIPTION

2.1 APPROVED SPECIFIC PLAN

In 2008 the City of Santa Paula approved the East Area 1 Specific Plan to guide the development of approximately 501 acres located on the eastern edge of the City of Santa Paula, north of State Highway 126 and Telegraph Road and east of Santa Paula Creek.

The City of Santa Paula adopted the East Area 1 Specific Plan in February 2008 to regulate development of Specific Plan area. The City also approved a series of related actions to implement the Specific Plan, including a Development Agreement. In June 2008, voters in the City of Santa Paula approved Measure G, which amended the City Urban Restriction Boundary (CURB), as defined in the City's General Plan, to include the East Area 1 Specific Plan area. In March 2011, the Ventura Local Agency Formation Commission approved annexation of the East Area 1 Specific Plan area to the City of Santa Paula and this annexation was recorded in February 2013. The Specific Plan was amended in 2015, 2016 and 2021, as discussed in Section 1.1, Project Background.

As currently approved, the East Area 1 Specific Plan preserves approximately 80 acres in the northern portion of the Specific Plan area as open space; allows development of up to 1,500 residential units complemented by parks, schools, and other public facilities; and a small amount of neighborhood commercial and business park uses. Access to the Specific Plan area is currently provided by Hallock Drive. Santa Paula Street will be extended from the west across Santa Paula Creek to provide additional access in accordance with the approved Specific Plan.

Figure 2.1: Approved Land Use Plan, shows the districts and neighborhoods defined by the East Area 1 Specific Plan. The Open Space District includes the open space and agricultural preserve areas in the northern portion of the Specific Plan area and open space buffer areas along Santa Paula Creek and Haun Creek on the western and eastern edges of the Specific Plan area, respectively. The Haun Creek and Foothill Residential Neighborhoods are located in the eastern portion of the Specific Plan area. The Santa Paula Creek Residential Neighborhood is located in the western portion of the Specific Plan area. In addition to these residential neighborhoods, the Specific Plan established a Civic District in the southwestern portion of the Specific Plan area that includes a 35-acre community park (Sports Park) and sites for school facilities, and the Hallock Center District along the southern edge of the Specific Plan area, where development of residential, commercial and business park uses are allowed.

The East Area 1 Specific Plan currently allows the development of 1,500 residential units, 150 assisted living units, 25,000 square feet of light industrial and 215,000 square feet of commercial development along with a sports park, neighborhood parks, elementary school and secondary school facilities and supporting infrastructure as shown in **Table 2.2-1: East Area 1 Land Use Summary**.



FIGURE **2-1**

Approved Land Use Plan

Development in the East Area 1 Specific Plan area began in 2017 with mass grading of the Specific Plan area that was completed in 2018. **Figure 2-2: East Area 1 – May 2023**, shows the current status of development in the Specific Plan area. To date, approximately 600 homes have been built in the Haun Creek Neighborhood and Hallock Center District. The first phase of the Sports Park located in the western portion of the Specific Plan area is currently under development. Since approval of the 2015 Specific Plan Amendment, Santa Paula Unified School District determined the northern site in the Civic District reserved for development of an elementary school was no longer needed and residential development of this site with 121 of the previously approved 1,500 residential units was approved by the City.

2.2 PROPOSED SPECIFIC PLAN AMENDMENT

An amendment (proposed amendment) to the approved East Area 1 Specific Plan is proposed in response to the increased need for additional housing in Santa Paula and Ventura County. An associated amendment to the approved Development Agreement is also proposed. In addition, recent plans for commercial and business park development within the City's 95-acre East Gateway planning area, located immediately south of the East Area 1 Specific Plan area has reduced the demand for commercial and business park uses in the East Area 1 Specific Plan area. The proposed land use plan is presented in **Figure 2.3: Proposed Land Use Plan** and **Table 2.2-1** shows the East Area 1 Land Use Summary in comparison to the approved land uses.

The proposed amendment to the East Area 1 Specific Plan would increase the number of housing units allowed within the Haun Creek, Foothill and Santa Paula Creek Neighborhoods and Hallock Center District by 550 units from 1,500 to 2,050 units. The 2,050 units includes 784 single family units, 966 condominium units, and 300 apartment units. The total number of previously approved single-family units would decrease by 316 units, and the total number of multi-family developments including condominium and apartment units would increase by 866 units. No assisted living units would be developed. An 8.3 acre site would be reserved for development of school facilities by the Santa Paula Unified School District. No changes to the approximately 225 acres of park and open space areas defined in the Approved Specific Plan are proposed. The number of acres provided for the Community Park (Sports Park) and neighborhood parks would remain the same.

The proposed Third Amendment to the approved Development Agreement would (i) vest the developer's right to construct the project consistent with the proposed Specific Plan amendment, (ii) secure certain additional public benefits to the City, including additional funding for the sports park and affordable housing, (iii) require developer to enter into an offsite improvement agreement and post bonds to ensure the timely completion of the Santa Paula Creek bridge, and (iv) require developer to continue to ensure adequate emergency access to the project, including using good faith efforts to construct an additional emergency access between the project site and E. Telegraph Road along Dike Road and/or Texas Lane, as approved by the City and the Ventura County Fire Department.

TABLE 2.2-1
EAST AREA 1 LAND USE SUMMARY

Land Use	Approved[a]			Proposed[b]			Change
	acres	units/size	du/ac	acres	units/size	du/ac	
Residential							
Haun Creek Neighborhood/Hallock Center East (Phase I)	86.2	632 du	7.3	86.2	707 du	8.2	75 du
Foothill Neighborhood (Phase II)	98.0	492 du	5.0	98.0	554 du	5.7	62 du
Santa Paula Creek Neighborhood (Phase III)	50.0	376 du	7.5	50.0	489 du	12.2	113 du
Hallock Center West (Phase I)	0	0 du	0	17.9	300 du	16.8	300 du
Subtotal	*234.2*	*1,500 du*	*6.4*	*252.1*	*2,050 du*	*8.1*	*550 du*
Commercial/Industrial							
Light Industrial – Hallock Center West	13.5	25,000 sf	-	0	0 sf	-	-25,000 sf
Commercial – Hallock Center West	4.4	215,000 sf	-	0	0 sf	-	-215,000 sf
Subtotal	*17.9*	*240,000 sf*	-	*0*	*0 sf*	-	*-240,000 sf*
Civic/Institutional							
Schools – Civic District[c]	19.2	-	-	8.3	-	-	-10.9 ac
Fire – Hallock Center District	1.0	-	-	1.5	-	-	0.5 ac
Subtotal	*20.2*	-	-	*9.8*	-	-	*-10.4 ac*
Open Space, Parks, and Agriculture							
Public Athletic Fields (OS-3)	37.8	-	-	37.8	-	-	0 ac
Parks/Greenways (OS-2)	55.2	-	-	55.2	-	-	0 ac
Open Space Preserve (OS-1)	77.3	-	-	77.3	-	-	0 ac
Agricultural Preserve (AG)	55.0	-	-	55.0	-	-	0 ac
Subtotal	*225.3*	-	-	*225.3*	-	-	*0 ac*
TOTAL	**497.6**			**497.6**			**0 ac**

Notes:

a – Approved land uses as defined in 2015 East Area 1 SP SEIR

b – Proposed land uses as defined in the May 2023 Draft Proposed East Area Specific Plan SP-3

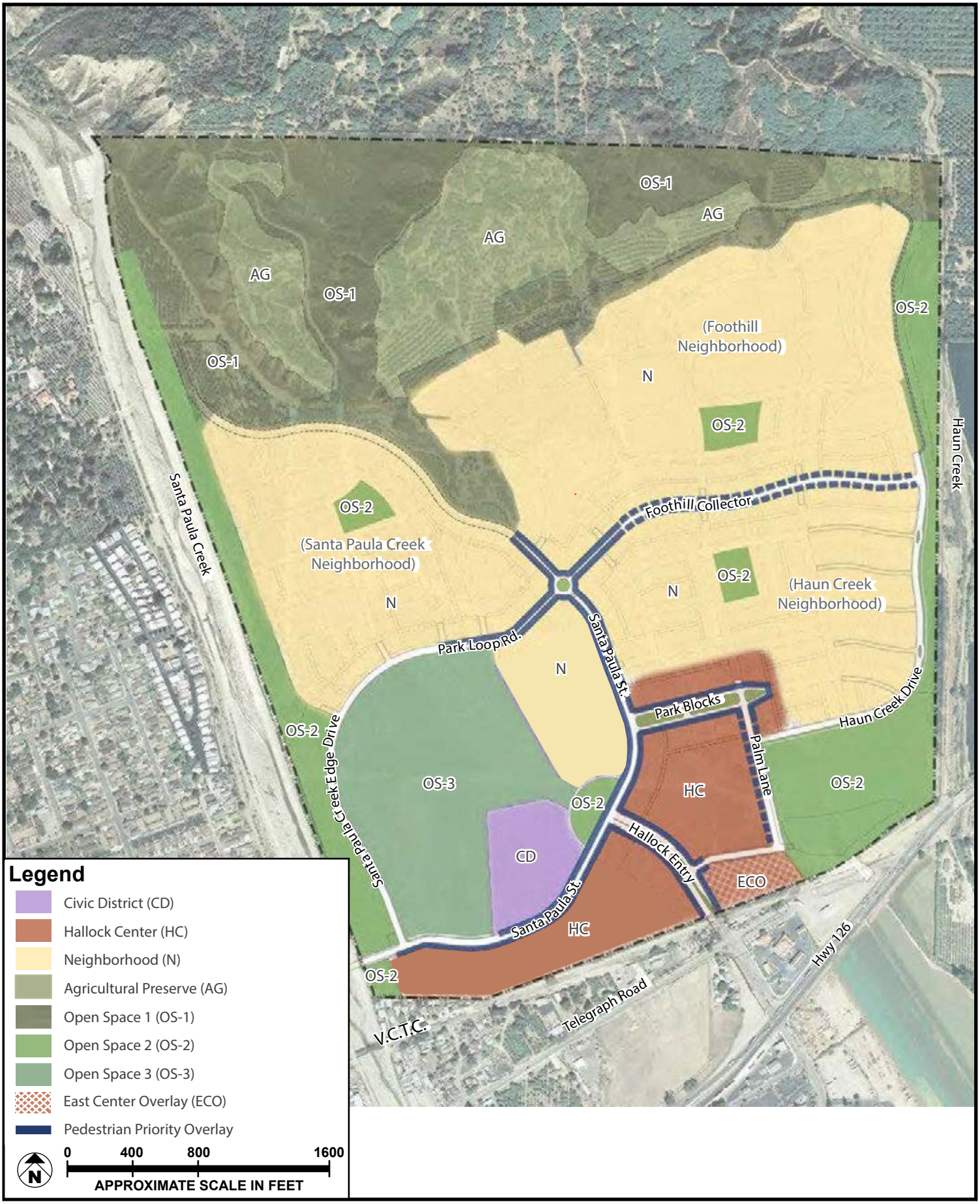
c – Reflects Santa Paula Unified School District previously declining use of one of two available school sites and prior City approval of residential units on this site.



SOURCE: Google Earth - July 2023

FIGURE **2-2**

East Area 1 - May 2023

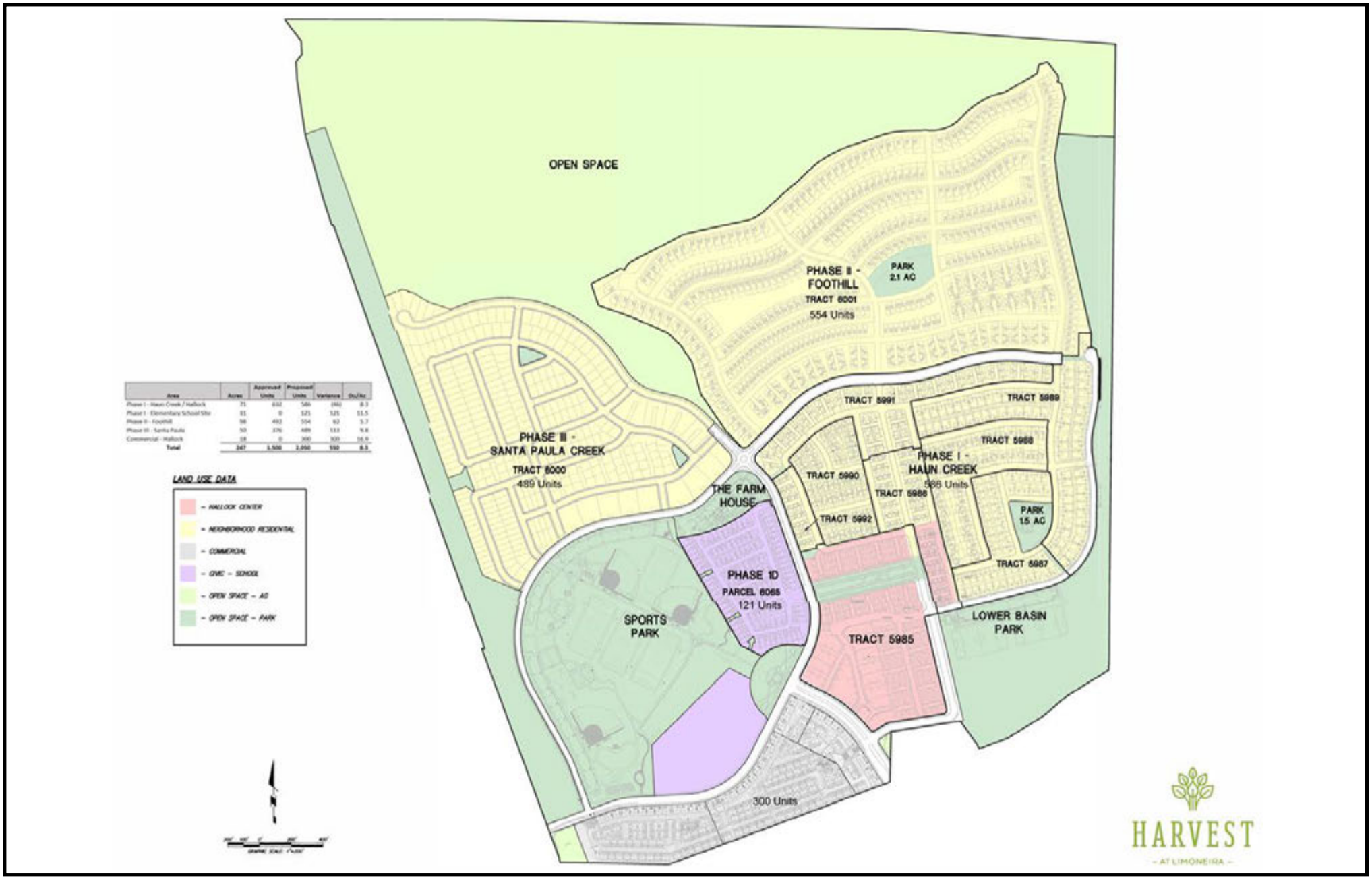


SOURCE: East Area 1 Specific Plan Amendment 3, July 2023

FIGURE **2-3**

Proposed Land Use Plan

Figure 2.4: Development Plan identifies the approved tentative tract maps and shows existing and planned development within the Specific Plan Area. **Table 2.2-1**, above, shows the number of units previously planned and proposed in the residential neighborhoods and Hallock Center District. As shown in **Table 2.2-1**, the number of residential units in the Haun Creek Neighborhood and the portion of the Hallock Center District located east of Hallock Drive would be reduced from 632 to 586 units. As described above, the City previously approved the development of the northern site in the Civic District reserved for development of an elementary school with 121 residential units. The number of units in the Foothill Neighborhood would increase from 492 to 554 and the number of units in the Santa Paula Creek Neighborhood would increase from 376 to 489 units. The portion of the Hallock Center District located west of Hallock Drive, where Business Park and Commercial uses were previously planned, would be developed with 300 residential units, planned as duplex rental units. No change in use defined in the Approved Specific Plan are proposed to the Farmhouse, an existing community center with recreational amenities for residents maintained by the project homeowner's association. As previously discussed, no changes to the park and open space areas defined in the Approved Specific Plan are proposed.



SOURCE: Google Earth - July 2023

FIGURE **2-4**

Development Plan

3.0 ENVIRONMENTAL ANALYSIS

The 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR analyzed the following topics:

- 4.1: Land Use and Planning
- 4.2: Agricultural Resources
- 4.3: Mineral Resources
- 4.4: Transportation and Traffic
- 4.5: Air Quality
- 4.6: Noise
- 4.7: Biological Resources
- 4.8: Geology and Soils
- 4.9: Hydrology and Water Quality
- 4.10: Hazards and Hazardous Materials
- 4.11: Aesthetics
- 4.12: Cultural and Historic Resources
- 4.13: Public Services
- 4.14: Recreation
- 4.15: Utilities and Services Systems
- 4.16: Population and Housing
- 4.17: Greenhouse Gas

Impacts to agricultural resources from conversion of the Project Site to non-agricultural uses was determined to be a significant and unavoidable impact, even with the implementation of all feasible mitigation measures in the 2008 East Area 1 SP FEIR. The City Council adopted a statement of overriding considerations with the original approval of the Specific Plan in 2008. Specific Plan Amendment No. 4 only involves changing the type and intensity of land uses in areas already identified for development in the Specific Plan as currently approved. No additional agricultural land within or adjacent to the Specific Plan area would be affected. All of the adopted mitigation measures addressing the impact of the East Area 1 Specific Plan Project on agricultural resources have been implemented. For these reasons, no new significant impacts or substantial increase in the severity of the impacts to agricultural resources identified in the 2008 East Area 1 SP FEIR or 2015 East Area 1 SP SEIR would result from the proposed amendment.

Impacts to mineral resources were determined to be less than significant in the 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR. Conditions related to mineral resources have not changed since certification of the 2015 SEIR. Specific Plan Amendment No. 4 will only affect the uses allowed in areas already approved for development. For these reasons, no new significant impacts or substantial increase in the severity of the impacts to mineral resources identified in the 2015 SEIR would result from the proposed amendment.

Impacts to biological resources were determined to be less than significant with mitigation in the 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR. As Specific Plan Amendment No. 4 would change the land uses allowed on portions of the Specific Plan Area already graded and improved for development, no additional impacts to biological resources would result from the proposed amendment. No new significant impacts or substantial increase in the severity of the impacts to biological resources identified in the 2008 East Area 1 SP FEIR or 2015 East Area 1 SP SEIR would result from the proposed amendment.

Impacts related to hazards and hazardous materials were determined to be less than significant with mitigation in the 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR. All of the adopted mitigation measures for the impacts related to soil contamination on the site with hazardous materials have been implemented. No new information indicating any additional contamination within the Specific Plan area that could result in significant impacts has become available since certification of the 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR. Further, the proposed amendment would allow additional residential units within the approved Specific Plan Area but would not introduce any new allowed uses that could introduce the storage or use of hazardous materials not already evaluated in the previously certified East Area 1 Specific Plan Project documents. For these reasons, no new significant impacts or substantial increase in the severity of the impacts to hazards and hazardous materials would result from the proposed amendment.

Impacts to cultural resources were determined to be less than significant with mitigation 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR. The impact on the historic agricultural character of the site was determined to significant and unavoidable in the 2008 East Area 1 SP FEIR. The City Council adopted a Statement of Overriding Considerations with regard to this impact with the original approval of the Specific Plan in 2008. The impact of the East Area 1 Specific Plan Project on individual historic resources within the Specific Plan Area was determined to be less than significant with mitigation. Specific Plan Amendment No. 4 only involves changing the type and intensity of land uses in areas already approved for developed in the Specific Plan as currently approved. No additional land within or adjacent to the Specific Plan area would be affected. All of the adopted mitigation measures for the impacts of the East Area 1 Specific Plan Project on cultural and historic resources have been implemented.

Impacts associated with these topics were directly related to the initial development of the site. As mass grading to facilitate development of the Specific Plan area was completed in 2018, the proposed amendment, which involves changes to the uses allowed within the Specific Plan area already graded and improved for development, would not result in any changes to the impacts identified for these topics in the with the original approval of the Specific Plan in 2008.

Updated analysis is provided in this section for the other topics evaluated in the with the original approval of the Specific Plan in 2008. In addition, analysis of potential Energy impacts is also provided as this topic was not evaluated in the 2008 FEIR or 2015 SEIR, as Energy impacts were identified for analysis under CEQA after 2015.

3.1 LAND USE AND PLANNING

		Certified EIR Impact Conclusion	*Proposed Project Impact Conclusion*	*Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?*	*Any New or Changed Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*
a)	Physically divide an established community.	Less Than Significant	Less Than Significant	No	No	No
b)	Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect.	Less Than Significant	Less Than Significant	No	No	No
c)	Conflict with any applicable habitat conservation plan or natural community conservation plan.	Less Than Significant	Less Than Significant	No	No	No

As concluded in both the 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR, the Specific Plan would not involve substantial physical alterations to the existing community structure that would physically divide the established community pattern of the City of Santa Paula. The 2015 East Area 1 SP SEIR determined the minor reconfigurations of the allowed land uses proposed at that time would not affect the overall compatibility of the planned development with surrounding uses. Additionally, the Specific Plan was determined to be compatible with existing and planned land uses to the south of the Project Site along Telegraph Road and to the west along Santa Paula Street. Impacts were determined to be less than significant in both the 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR.

The 2015 East Area 1 SP SEIR concluded the Specific Plan would remain consistent with applicable land use plans and policies and no significant impacts were identified. The 2015 Specific Plan Amendment revised development standards, and revisions to the regulating, thoroughfare, and utility plans to regulate future development within the Specific Plan Area and ensure the provision of adequate public services for the allowed land uses. The Specific Plan was determined to be consistent with applicable goals, objectives and policies in the Santa Paula General Plan. The Specific Plan as amended in 2015 was determined to be consistent with the goals of the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).

The 2015 East Area 1 SP SEIR concluded the Specific Plan would not conflict with any applicable habitat conservation plan or natural community conservation plan. The Specific Plan Area is not located within

any adopted habitat conservation or natural community conservation plan area and impacts were determined to be less than significant.

The City of Santa Paula adopted the 2040 General Plan in March 2020. The 2040 General Plan accommodated growth for the City projected by the SCAG, which projected the City's population would grow to approximately 39,600 by 2040. At the time, the 2040 General Plan was prepared, the State Department of Finance projected the Ventura County would grow to approximately 141,000 persons by 2040. The 2040 General Plan incorporates the East Area 1 Specific Plan as approved in 2015.

The proposed amendment would allow for 550 additional residential units to be developed within the Specific Plan Area. The development of 550 additional residential units would result in an estimated population increase of 1,821 residents in the Specific Plan Area based on the City's current average household size of 3.31 persons per household. When this additional population growth of 1,821 persons is added to the 2020 population for the City of Santa Paula of 30,389, the City's population would increase to 32,210, which is 3,190 lower than the population projected by SCAG for the City for 2045. The anticipated growth would be 7,390 people less than estimated in the City's 2040 General Plan.

The proposed amendment would allow additional residential development in accordance with the development and design standards in the approved Specific Plan in areas already approved and improved for development. The proposed amendment would be consistent with applicable policies in the 2040 General Plan, including Policies LU 3.1, Balanced Land Uses, LU 3.3, Diverse Housing Supply and LU 1.8, Quality Development.

Policy LU 3.1, Balanced Land Uses calls for the designation of adequate land for residential, commercial, industrial, institutional, cultural, recreational, open space and other needs of the community in the General Plan Land Use Plan. As discussed above, the amendment is proposed in response to the increased need for additional housing in Santa Paula and Ventura County and plans for commercial and business park development in the City's 95-acre East Gateway planning area, which reduce the demand for commercial and business park land uses in the East Area 1 Specific Plan area. The proposed amendment would be consistent with this Policy LU 3.1 by ensuring adequate land for residential development in the City that would balance with the amount of land designated for commercial and other non-residential development in the eastern portion of the City.

Policy LU 3.3, Diverse Housing Supply, calls for the provision of a full range of housing types, locations and densities to accommodate the city's share of regional housing needs for all income levels in a manner that:

- Retains the scale and character of existing neighborhoods;
- Facilitates upgrading and infill of underutilized land in existing neighborhoods;
- Allows expansion into vacant and underdeveloped lands consistent with infrastructure and environmental constraints;
- Provides safe and sanitary housing for all residents; and

- Encourages development of high-quality estate homes in designated Expansion Areas.

The proposed Amendment would include an additional 550 housing units for a total of 2,050. This includes 784 single family units, 966 condominium units, and 300 apartment units. The total number of previously approved single-family units would decrease by 316 units, and the total number of multi-family developments including condominium and apartment units would increase by 866 units. The proposed amendment would be consistent with Policy LU 3.3 by providing a full range of housing types and densities to accommodate the increased need for additional housing in Santa Paula and Ventura County.

Policy LU 1.8, *Quality Development*, encourages quality development that:

- Contributes significant social, economic and aesthetic benefits to Santa Paula and its citizens;
- Provides compatible, appealing architectural design and site planning, which may include alternative development standards established through the Planned Development Overlay Zone process; and
- Incorporates streetscape and other public urban design amenities that enhance the community image.

The additional residential development that would be allowed by the proposed amendment would be developed in conformance with the development and design standards in the approved Specific Plan, which would ensure the character of the existing neighborhoods in the East Area 1 Specific Plan Area is retained in a manner that results in quality development, consistent with LU Policy 1.8.

The additional residential units would be accommodated in areas improved for development and the existing infrastructure serving East Area 1 has the capacity to accommodate the additional units proposed, as discussed in **Section 3.11: Utilities and Service Systems**, of this Addendum. In addition, the majority of the additional units proposed, 300 units planned in the Hallock Center District west of Hallock Drive and south of Santa Paula Street, would be rental duplex units, would expand the range of housing opportunities available in the City.

The proposed amendment would not involve substantial physical alterations to the existing community structure that would physically divide the established community pattern of the City of Santa Paula. The proposed amendment would result in minor reconfigurations of the land uses and will not change the overall compatibility of the planned development with surrounding uses and would be compatible with existing and planned land uses. Impacts would be less than significant; no new significant land use impacts would result from the proposed amendment.

The proposed amendment would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect. The proposed amendment is consistent with the City's 2040 General Plan and the SCAG RTP/SCS. Impacts would be less than significant and no new significant land use impacts would result from the proposed amendment.

The proposed amendment would not conflict with any applicable habitat conservation plan or natural community conservation plan. The Project Site is not located within any adopted habitat conservation or natural community conservation plan area. Impacts would be less than significant and no new significant land use impacts would result from the proposed amendment.

For these reasons, no new significant land use impacts would result from the proposed amendment.

3.2 TRANSPORTATION AND TRAFFIC

		Certified EIR Impact Conclusion	*Proposed Project Impact Conclusion*	*Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?*	*Any New or Changed Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*
d)	Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.	Less Than Significant	Less Than Significant	No	No	No
e)	Conflict with an applicable congestion management program, including, but not limited to level of standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways.	Less Than Significant	Less Than Significant	No	No	No
f)	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.	Less Than Significant	Less Than Significant	No	No	No
g)	Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).	Less Than Significant	Less Than Significant	No	No	No
h)	Result in inadequate emergency access?	Less Than Significant	Less Than Significant	No	No	No
i)	Conflict with adopted policies, plans, or program regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.	Less Than Significant	Less Than Significant	No	No	No

The 2015 East Area 1 SP SEIR concluded the traffic impacts of the East Area 1 project would be less than significant with mitigation for all affected streets and intersections with the exception of the intersections of Ojai Road (SR 150)/10th Street and Santa Paula Street/10th Street and Harvard Boulevard.

The City Council adopted a Statement of Overriding Considerations with approval of the 2015 East Area 1 Specific Plan Amendment with regard to the impacts to these two intersections.

SB 743, signed into law in 2013, initiated an update to the CEQA Guidelines to change how lead agencies evaluate transportation impacts under CEQA, with the goal of better measuring the actual transportation-related environmental impacts of any given project.

Starting on July 1, 2020, analysis of transportation impacts for purposes of environmental review under CEQA is required to be based on the amount of vehicle miles traveled (VMT) generated by proposed project instead of the operating conditions of streets and intersections. VMT measures how much actual auto travel (additional miles driven) a proposed project would create. VMT refers to the amount and distance of automobile travel attributable to a project.

An assessment of the changes in traffic was completed in February 2023 (see **Appendix A: Transportation Stud**y). The changes in the land uses allowed in the Specific Plan area with the proposed amendment would result in a small reduction in the amount of Daily, AM and PM Peak Hour traffic generated by the Project as shown in **Table 3.2-1: Change in Trip Generation**. Relative to the Approved Specific Plan, the mix of land uses that would be allowed by the proposed amendment to the Approved Specific Plan would reduce daily trips by 4 percent, AM peak hour trips by 15 percent and PM peak hour trips by 10 percent.

While VMT is the required measure of transportation impacts for projects subject to CEQA, the use of Level of Service (LOS) as a measure of transportation impacts applies if it is a requirement of an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system. The City's 2040 General Plan includes Policy CM 1.1, which established LOS D as the City's desired performance standard for streets and intersections. The Specific Plan would be consistent with this policy as the proposed amendment would result in a reduction in the amount of traffic generated by the East Area 1 Specific Plan.[3] As the proposed amendment would result in a reduction in the amount of traffic generated by the East Area 1 Specific Plan, no new or substantially more severe traffic impacts to the intersections analyzed in the 2015 SEIR would result from the proposed amendment. The significant and unavoidable impact to the intersections of Ojai Road (SR 150)/10th Street and Santa Paula Street/10th Street and Harvard Boulevard would not be reduced to a less than significant level. The mitigation measures identified in the 2015 SEIR would apply to the proposed amendment.

3 City of Santa Paula, General Plan, Circulation and Mobility Element (2020), https://www.spcity.org/DocumentCenter/View/1710/2040-General-Plan-Section-3---Circulation-and-Mobility-Element. Accessed July 2023.

TABLE 3.2-1
CHANGE IN TRIP GENERATION

		Weekday Trips					
		AM Peak Hour			PM Peak Hour		
	Daily Trips	In	Out	Total	In	Out	Total
Total External Trips – Proposed SPA	16,574	485	1,059	1,544	1,035	610	1,645
Total External Trips – Approved SPA	17,204	770	1,044	1,814	1,031	796	1,827
Reduction in Trips	-630	-285	15	-270	4	-186	-182
Percent Reduction in Trips	-4%	-37%	1%	15%	-0%	-23%	-10%

Source: Fehr & Peers, 2023 (**Appendix A).**

In accordance with Section 15064.3 of the CEQA Guidelines,[4] which was adopted to implement SB 743 after certification of the 2015 SEIR, analysis of changes in VMT that would result from the proposed amendment was completed using the Ventura County Transportation Commission's Transportation Model.[5] The purpose of a VMT estimates for the approved Specific Plan and the proposed Specific Plan Amendment were prepared to identify the change in VMT that would result from the proposed amendment. As shown below in **Table 3.2-2: Change in VMT,** the proposed amendment would result in a small reduction in VMT per service population (residents and employees) of 0.4 percent. As the amount of VMT generated by the East Area 1 Specific Plan would be reduced with the proposed amendment, impacts would be less than significant. The proposed amendment would not result in a new or substantially more severe transportation impact.

TABLE 3.2-2
CHANGE IN VMT

Metric	Existing (2023)	2040 with Approved Project	2040 with Proposed Project	Difference
Population	1,574	3,875	4,983	1,108
Employees	13	218	42	-176
Residential Home-Based VMT	32,414	65,343	92,527	27,184
Employment VMT (excluding WBO)	179	2,600	370	-2,230
Total VMT	38,042	90,842	109,664	18,822
Residential VMT per Resident	20.6	16.9	18.6	1.7
Work VMT per Employee	13.5	11.9	8.8	-3.1
Total VMT per Service Population	**24.0**	**22.2**	**21.8**	**-0.4**

Source: Fehr & Peers, 2023 (**Appendix A**). * WBO = work-based other productions.

4 CEQA Guidelines, 14 California Code of Regulations, sec. 15064.3

5 Ventura County Transportation Commissions, Ventura county Transportation Model, https://www.goventura.org/work-with-vctc/traffic model/#:~:text=The%20Ventura%20County%20Transportation%20Model,in%20relationship%20to%20land%20use. Accessed July 2023.

The proposed amendment would make no changes to the circulation network. The occasional use of some farm equipment will occur associated with the 55-acre Agricultural Preserve in the northern portion of the Specific Plan area. These vehicles would be subject to standard roadway use and operation requirements. Impacts related to roadway design features and incompatible uses would be less than significant, no new significant land use impacts would result from the proposed amendment.

Further, the proposed amendment does not include changes that would impact emergency access. The Approved Specific Plan identifies Hallock Drive as the primary access route to the Specific Plan Area with the extension of Santa Paula Street across Santa Paula Creek providing secondary access. This extension will be known as the Santa Paula Creek Bridge. As the bridge has not yet been constructed, a temporary secondary access route has been approved by the County of Ventura Fire Department. This approved secondary access route extends from Santa Paula Street in the southwest corner of the Specific Plan area south to Texas Lane, west to Dike Road and south to Telegraph Road.

The standards in the Approved Specific Plan require setbacks to be maintained between buildings to accommodate fire protection access from all sides of each separate structure and roads will be required to meet standards for emergency access regarding roadway widths, length of roadway, secondary access, and turnarounds. Impacts related to fire access would be less than significant, and no new significant impacts would result from the proposed amendment.

The City's General Plan includes goals to ensure that City residents have alternative transportation opportunities such as transit, bikeways, and pedestrian routes. The proposed amendment would make no changes to the circulation network. The proposed amendment would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. Impacts would be less than significant, and no new significant impacts would result from the proposed amendment.

Therefore, the proposed amendment would not result in any new or substantially more severe transportation and traffic impacts.

3.3 AIR QUALITY

		Certified EIR Impact Conclusion	*Proposed Project Impact Conclusion*	*Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?*	*Any New or Changed Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*
a)	Conflict with or obstruct implementation of the applicable air quality plan?	Less than significant	Less than significant	No	No	No
b)	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	Significant and Unavoidable	Significant and Unavoidable	No	No	No
c)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State ambient air quality standard? (including releasing emissions that exceed quantitative threshold for ozone precursors)?	Significant and Unavoidable	Significant and Unavoidable	No	No	No
d)	Expose sensitive receptors to substantial pollutant concentrations?	Less than significant	Less than significant	No	No	No
e)	Create objectionable odors affecting a substantial number of people?	Less than significant	Less than significant	No	No	No

The analysis of air quality impacts for the East Area 1 Specific Plan Project was updated in the 2015 East Area 1 SP SEIR. Impacts from air quality emissions for both construction and operation were determined to be less than previously identified in the 2008 East Area 1 SP FEIR. Total emissions, however, still exceeded the applicable Ventura County Air Pollution Control District (VCAPCD) thresholds of significance and air quality impacts remained significant and unavoidable.

VCAPCD considers construction-related emissions to be temporary and does not recommend quantitative analysis of these impacts for this reason. However, VCAPCD recommends that construction emissions be mitigated if the construction emissions are likely to exceed the significance thresholds for operational emissions. The 2015 East Area 1 SP SEIR evaluated emissions that would be generated by both stationary and mobile sources on a regular, day-to-day basis from the proposed residential, recreational, and educational uses. Based on the threshold of significance recommended by the VCAPCD, a project is considered to have a significant impact on air quality if it would generate more than 25 pounds per day of either reactive organic compounds (ROCs) or oxides of nitrogen (NOx). Emission modeling completed for the East Area 1 Project in the SEIR showed emissions of NOx and ROCs would exceed the thresholds

for both pollutants throughout the construction period and during the operation of the East Area 1 Project. The City adopted Mitigation Measures AQ-1 through AQ-14 to reduce air quality impacts to the fullest extent feasible:

AQ-1: Before issuance of a permit to conduct site clearing, grading, earthmoving, or excavation, a comprehensive Fugitive Dust control Plan must be submitted to the City Planning Director for review and approval. The Fugitive Dust Control Plan must be approved in consultation with the Ventura County Air Pollution Control District.

- Identification of all fugitive dust sources, the means by which fugitive dust from each identified source will be minimized, and the schedule of frequency that each dust control method will be applied for each identified source.
- Dust control measures that will achieve compliance with VCAPCD Rule 50 (Opacity) and Rule 51 (Nuisance).
- On-site vehicle speed shall not exceed 15 miles per hour (the Project Site will contain posted signs with the speed limit).
- All on-site construction roads with vehicle traffic shall be watered periodically;
- Streets adjacent to the project reach shall be swept as needed to remove silt that may have accumulated from construction activities so as to prevent excessive amounts of dust.
- All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering shall occur at least twice daily with complete coverage, preferably in the late morning and after work is done for the day.
- All clearing, grading, earth moving, or excavation activities shall cease during periods of high winds (i.e., greater than 25 miles per hour averaged over one hour) so as to prevent excessive amounts of dust (contact the VCAPCD meteorologist for current information about average wind speeds).
- All material transported off site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.
- The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust.

These control techniques shall be included in Project grading plans. The Applicant and/or its contractor shall be responsible for implementing these measures and compliance with this measure will be subject to periodic site inspections by the City.

AQ-2: Before issuance of a grading permit and building permit, the Applicant and/or contractor must implement measures to reduce the emissions of pollutants generated by heavy-duty diesel-powered equipment throughout the project construction phases. All construction contracts must include control measures required and recommended by the VCAPCD at the time of development. Copies of the construction contracts must be submitted to the City Planning Director prior to issuance of a grading permit to verify these conditions. Examples of the types of measures include the following:

- Maintain all construction equipment in good condition and in proper tune in accordance with the manufacturer's specifications.
- Limit truck and equipment idling time to five minutes or less.
- Minimize the number of vehicles and equipment operating at the same time during the smog season (May through October).
- Use alternatively fueled construction equipment, such as compressed natural gas (CNG), liquefied natural gas (LNG), or electric, to the extent feasible.

Grading plans and building plans must show these emissions reduction measures for the duration of construction. Compliance with this measure will be subject to periodic inspections of construction equipment and vehicles by the City Public Works Department.

AQ-3: [Legal requirement; **Mitigation Measure AQ-3** is no longer required as mitigation]

AQ-4: [Mitigation consolidated into **Mitigation Measure AQ-1**]

AQ-5: [Legal requirement; **Mitigation Measure AQ-5** is no longer required as mitigation]

AQ-6: Before occupancy of new structures within the Project Site, the Applicant and/or contractor must provide to the City Planning Director evidence of the following:

- Use of low-emission technology water heaters including solar, air-source heat pump, natural gas, or gas boosted solar. Mobile Source Emissions

AQ-7: Before issuance of a building permit, the Applicant and/or contractor must submit for review and approval by the City Planning Director a roadway plan that includes pedestrian and transit friendly facilities such as wider than standard sidewalks, bus stops with passenger benches and shelters, and bikeways or bike lanes. In addition, all landscape plans for the Project must be submitted to the City Planning Director for review and approval to provide landscape shade trees along sidewalks and bikeways. The pedestrian and transit friendly facilities, and landscape features are subject to compliance review throughout the life of the Project.

AQ-8: Before City issuance of an occupancy permit, the Applicant and/or contractor must coordinate with the City and provide plans to the City Planning Director for review and approval of a shuttle/minibus service between Project residential and Project retail areas and the Santa Paula downtown area. The shuttle and minibus service plan shall include a date upon which the service will commence that is commensurate with the build-out of the East Area 1 Specific Plan Amendment, such that the population within the Project reaches a point that can support and warrant this service.

AQ-9: Before City issuance of an occupancy permit within the Hallock Center, the Applicant and/or contractor must arrange for shuttle/minibus service between the Project commercial and industrial land uses and the Project retail land uses and the Santa Paula downtown area during the lunchtime period (11:00 AM to 2:00 PM). The use of this service shall be monitored throughout the life of the Project by the Applicant and/or contractor or building occupants to ensure that the service operates in accordance with the needs of the occupants of the Center.

AQ-10: [Not a significant impact; No mitigation is required]

AQ-11: [Not a significant impact; No mitigation is required]

AQ-12: [Not a significant impact; No mitigation is required]

AQ-13: The Applicant and/or its contractor must submit for review and approval to the City Planning Director a landscape plan that provides for shade trees to be placed near buildings to reduce heat build-up on structures. The landscaping maintenance will be subject to compliance review throughout the life of the Project.

AQ-14: The Applicant and/or its contractor shall prepare a Transportation Demand Management Program (TDM) for review and approval by the City and VCAPCD, before the City issues building permits. The plan shall incorporate reasonable and feasible measures to reduce Project-related traffic and vehicle miles traveled. At minimum, the TDM Program shall include the following measures:

- Provision of connections to identified adjacent City or regional trails.
- Provision of adequate wayfinding features to direct pedestrians and bicyclists to nearby Project and City destinations, such as school, retail, and civic facilities.
- Provision of homeowner information packets prior to close of escrow, identifying local and regional nonvehicular transportation options, and providing homeowners with basic information regarding telecommuting options.

- Provision of adequate setbacks and design features such that the proposed future enhancement of commuter rail opportunities is not hindered by Project design.
- Construction of pedestrian- and transit-friendly facilities such as wider sidewalks, bus stops with passenger benches and shelters, bikeways, or lanes. Sidewalks and bikeways should be landscaped with trees.
- Perform a traffic light synchronization study on streets impacted by Project development to reduce vehicle queuing time.

However, even with the incorporation of all feasible mitigation measures into the Project, daily emissions generated were projected to exceed the 25 pounds per day significance threshold. After mitigation, the impacts from the total emissions of VOC and NOx would still exceed the regional construction emissions thresholds and remained significant and unavoidable. The City Council adopted a Statement of Overriding considerations with approval of the 2008 Specific Plan and 2015 Amended Specific Plan with regard to these air quality impacts.

Impacts related to the consistency with regional plans, such as the Air Quality Management Plan, as evaluated in the 2015 East Area 1 SP SEIR were found to be less than significant as the population increase associated with the Project would not exceed the City's population growth forecast or SCAG's population growth forecasts for the City.

The 2015 East Area 1 SP SEIR determined potential impacts to sensitive receptors to be less than significant. No local carbon monoxide hotspots were found to be located within close proximity to sensitive receptors, and a Health Risk Assessment (HRA) was performed that found that toxic air emissions would not expose sensitive receptors to unacceptable levels of hazardous emissions. Additionally, the Project site has been previously disturbed, and construction activities would conform to Rule 403 to control fugitive dust. As such, impacts related to exposure of valley fever were found to be less than significant.

The 2015 East Area 1 SP SEIR noted that odors are typically associated with industrial projects involving the use of chemicals, solvents, petroleum products, and other strong-smelling elements used in manufacturing processes. As the type of industrial activities were to be evaluated further at the time that permits to construct and operate the industrial uses were applied for. As such, potential impacts associated with odors were determined to be less than significant.

The proposed Specific Plan Amendment No. 4 would replace the commercial and business park uses currently allowed by the Approved Specific Plan with additional residential units. The proposed amendment would increase the number of residential units allowed by 550 units, from 1,500 to 2,050 units and remove the 25,000 square feet of light industrial and 215,000 square feet of commercial development currently allowed.

The most current CARB-approved, air quality modeling software, the California Emissions Estimator Model (CalEEMod version 2022 1.1.13), was used to estimate air quality construction and operational emissions (see **Appendix B: Air Quality and Greenhouse Gas CalEEMod Output Sheets**).

Construction

The FEIR and SEIR both accounted for grading activities during construction. As grading has now occurred, grading activities are not included in air quality emissions for the proposed Project. **Table 3.3-1: Maximum Daily Unmitigated Construction Emissions** shows the construction emissions per year associated with the proposed changes to the Specific Plan in comparison with the Approved Specific Plan. As shown, construction emissions would decrease for VOC and NOx during every year of construction. However, the proposed changes to the Specific Plan would still exceed regional thresholds at various stages for VOC and NOx without mitigation. All construction would implement the previously identified mitigation measures to reduce emissions of reactive organic compounds and nitrogen dioxides as included in the Final SEIR. Impacts would remain significant and unavoidable.

Some population groups, such as children, the elderly, and acutely ill and chronically ill persons, especially those with cardiorespiratory diseases, are considered more sensitive to air pollution than others. Sensitive receptors within a 1-mile radius of the Project Site include schools, daycare facilities, hospitals and nursing homes, places of worship, and recreational parks. The proposed Specific Plan Amendment is replacing commercial and industrial uses with residential uses but would not involve any change to the location or configuration of the areas identified for development in the Specific Plan and impacts to sensitive receptors would remain less than significant for this reason.

TABLE 3.3-1
MAXIMUM DAILY UNMITIGATED CONSTRUCTION EMISSIONS

Source	VOC	NOx	CO	Sox	PM10	PM2.5
	pounds/day					
First Year – Approved Project	220.0	168.4	118.7	0.1	32.3	19.9
VCAPCD Threshold	25	25	-	-	-	-
Threshold exceeded?	Yes	Yes	-	-	-	-
First Year (2025) – Proposed Project	10.9	65.8	136.0	0.1	26.0	9.2
Threshold exceeded?	No	Yes	-	-	-	-
Difference	**-207.9**	**-97.6**	**26.3**	**0**	**-6.0**	**-10.4**
Second Year – Approved Project	220.8	161.6	118.3	0.2	32.3	19.6
VCAPCD Threshold	25	25	-	-	-	-
Threshold exceeded?	Yes	Yes	-	-	-	-
Second Year (2026) – Proposed Project	7.1	32.1	99.1	<0.1	19.2	5.1
Threshold exceeded?	No	Yes	-	-	-	-
Difference	**-213.3**		**-13.3**	**0**	**-13.0**	**-14.4**
Third Year – Approved Project	541.2	150.3	111.9	0.1	35.5	21.1
VCAPCD Threshold	25	25	-	-	-	-
Threshold exceeded?	Yes	Yes	-	-	-	-
Third Year (2027) – Proposed Project	6.1	23.4	83.5	<0.1	18.7	4.7
Threshold exceeded?	No	No	-	-	-	-

TABLE 3.3-1
MAXIMUM DAILY UNMITIGATED CONSTRUCTION EMISSIONS

Source	VOC	NOx	CO	Sox	PM10	PM2.5
	pounds/day					
Difference	**-507.9**	**-125.4**	**-23.6**	**0**	**-16.8**	**-16.3**
Fourth Year – Approved Project	23.3	118.0	96.0	0.1	28.9	18.1
VCAPCD Threshold	25	25	-	-	-	-
Threshold exceeded?	No	Yes	-	-	-	-
Fourth Year (2028) – Proposed Project	5.8	22.0	79.4	<0.1	18.6	4.7
Threshold exceeded?	No	No	-	-	-	-
Difference			**-16.6**	**0**		**-13.4**
Fifth Year – Approved Project	51.3	91.3	76.1	0.1	20.1	12.4
VCAPCD Threshold	25	25	-	-	-	-
Threshold exceeded?	Yes	Yes	-	-	-	-
Fifth Year (2029) – Proposed Project	5.7	21.2	75.2	<0.1	18.5	4.7
Threshold exceeded?	No	No	-	-	-	-
Difference	**-45.4**	**69.3**	**-0.9**	**0**	**-1.5**	**-7.7**
Sixth Year – Approved Project	120.0	109.2	94.3	0.1	28.9	16.5
VCAPCD Threshold	25	25	-	-	-	-
Threshold exceeded?	Yes	Yes	-	-	-	-
Sixth Year (2030) – Proposed Project	5.0	20.0	71.6	<0.1	18.5	4.7
Threshold exceeded?	No	No	-	-	-	-
Difference				**0**	**-10.4**	**-11.8**
Seventh Year – Approved Project	174.2	65.8	89.2	0.1	28.1	15.9
VCAPCD Threshold	25	25	-	-	-	-
Threshold exceeded?	Yes	Yes	-	-	-	-
Seventh Year (2031) – Proposed Project	4.8	18.9	67.5	<0.1	18.5	4.6
Threshold exceeded?	No	No	-	-	-	-
Difference	**169.2**	**-45.8**	**-17.6**	**0**	**-9.6**	**-11.3**
Eighth Year – Approved Project	208.2	87.6	85.6	0.1	27.3	15.3
VCAPCD Threshold	25	25	-	-	-	-
Threshold exceeded?	Yes	Yes	-	-	-	-
Eighth Year (2032) – Proposed Project	4.6	17.8	64.4	<0.1	18.5	4.6
Threshold exceeded?	No	No	-	-	-	-
Difference	**-203.2**	**-67.6**	**-14.0**	**0**	**-8.8**	**-10.6**
Eighth Year – Approved Project	51.3	80.1	83.2	0.1	30.9	17.1
VCAPCD Threshold	25	25	-	-	-	-
Threshold exceeded?	Yes	Yes	-	-	-	-
Eighth Year (2033) – Proposed Project	38.8	18.7	71.8	<0.1	21.7	5.4
Threshold exceeded?	Yes	No	-	-	-	-
Difference	**-12.4**	**-60.9**	**-7.8**	**0**	**-9.2**	**-11.7**
Ninth Year – Approved Project	43.3	73.7	80.1	0.1	27.1	14.9
VCAPCD Threshold	25	25	-	-	-	-
Threshold exceeded?	Yes	Yes	-	-	-	-
Ninth Year (2034) – Proposed Project	38.6	17.7	68.8	<0.1	21.7	5.4
Threshold exceeded?	Yes	No	-	-	-	-
Difference	**-4.5**	**-55.0**	**-8.3**	**0**	**-5.4**	**9.5**
Tenth Year – Approved Project	-	-	-	-	-	-
VCAPCD Threshold	25	25	-	-	-	-
Threshold exceeded?	-	-	-	-	-	-

TABLE 3.3-1 MAXIMUM DAILY UNMITIGATED CONSTRUCTION EMISSIONS						
	VOC	NOx	CO	Sox	PM10	PM2.5
Source	pounds/day					
Tenth Year (2035) – Proposed Project	34.3	1.3	9.4	<0.1	3.2	0.8
Threshold exceeded?	Yes	No	-	-	-	-
Difference	-	-	-	-	-	-

Notes: CO = carbon monoxide; Nox = nitrogen oxides; PM10 = particulate matter less than 10 microns; PM2.5 = particulate matter less than 2.5 microns; SOx = sulfur oxides; VOC = volatile organic compounds.

Refer to **Appendix B** of this Addendum for the Air Quality and Greenhouse Gas CalEEMod Output Sheets.

Operation

Mobile source emissions for the daily vehicle trips were calculated based on the updated trip generation estimate for the proposed Specific Plan Amendment No. 4. CalEEMod was used to estimate area source emissions from within the proposed land uses. Area source emissions would be generated primarily by natural gas consumption by the various land uses of the proposed Specific Plan Amendment No. 4. The primary use of natural gas by the proposed land uses would be to produce space heating, water heating, and other miscellaneous heating, or air conditioning. The area source emissions also account for the use of gasoline-powered gardening and landscaping equipment for the Project and the use of consumer products by Project residents.

The estimated operational emissions, with the additional 550 residential units proposed in the Specific Plan Amendment are presented in **Table 3.3-2: Maximum Daily Unmitigated Operational Emissions**.

TABLE 3.3-2 MAXIMUM DAILY UNMITIGATED OPERATIONAL EMISSIONS						
	VOC	NOx	CO	Sox	PM10	PM2.5
Source	pounds/day					
Maximum Adopted Specific Plan	267	87	490	1	103	30
Maximum Proposed Specific Plan Amendment	136	56	554	1	136	36
Difference	-131	-31	64	0	33	6
VCAPCD Threshold	25	25	-	-	-	-
Threshold exceeded?	**Yes**	**Yes**	-	-	-	-

Notes: CO = carbon monoxide; Nox = nitrogen oxides; PM10 = particulate matter less than 10 microns; PM2.5 = particulate matter less than 2.5 microns; Sox = sulfur oxides; VOC = volatile organic compounds.

Refer to **Appendix B** of this Addendum for the Air Quality and Greenhouse Gas CalEEMod Output Sheets.

As shown in **Table 3.3-2** the estimated maximum daily unmitigated operational emissions for VOC and Nox from the East Area 1 Specific Plan would be reduced by approximately 131 and 31 pounds per day (lbs./day), respectively with approval of the proposed Specific Plan Amendment when compared to emissions that would be generated by the Approved Specific Plan. The decrease in emissions results from the reduction in the number of daily vehicle trips generated by the Specific Plan Amendment.

The 19itigationn measures included in the SEIR for the Specific Plan include measures to reduce these significant impacts to the fullest extent feasible with payment of TDM fees required to mitigate the remaining impacts. No change to the mitigation program is proposed or required as these measures apply to the additional residential uses that would be permitted by the proposed Specific Plan Amendment No. 4. As such, the proposed Project would not result in a cumulatively considerable increase in pollutant emissions.

The proposed Project would include an additional 550 dwelling units resulting in an estimated increase in population of 1,821, as discussed further in **Section 3.8: Population and Housing.** According to the VCAPCD Guidelines, to be consistent with the AQMP, a project must conform to the local general plan and must not result in or contribute to an exceedance of the City's projected population growth forecast. The VCAPCD's 2022 Air Quality Management Plan[6] (AQMP) considers regional population forecasts by the Southern California Association of Governments (SCAG), which was most recently adopted in 2020. When the additional population growth of 1,821 persons is added to the 2020 population for the City of Santa Paula of 30,389, the City's population would increase to 32,210, which is 3,190 lower than the population projected by SCAG for the City for 2045.[7] As such, the proposed Project is consistent with the 2022 VCAPCD AQMP.

Operational odors are typically associated with industrial projects involving the use of chemicals, solvents, petroleum products, and other strong-smelling elements used in manufacturing processes, as well as sewage treatment facilities and landfills. The proposed Specific Plan Amendment includes the addition of 550 residential units and removes the previously approved commercial and industrial uses. As such, there are no land uses associated with the proposed Specific Plan Amendment with the potential to emit odors and impacts would be less than significant for this reason.

The proposed Specific Plan Amendment No. 4 would not result in any new significant impacts or any substantial increase in the significance of the air quality impacts identified in the SEIR for the East Area 1 Specific Plan Project.

6 Ventura County Air Pollution Control District, Air Quality Management Plan, 2022, http://www.vcapcd.org/pubs/Planning/AQMP/2022/Final-2022-AQMP-without-appendices.pdf. Accessed January 2024.

7 Southern California Association of Governments, Demographics and Growth Forecast, September 3, 2020. https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal_demographics-and-growth-forecast.pdf. Accessed January 2024.

3.4 NOISE

		Certified EIR Impact Conclusion	*Proposed Project Impact Conclusion*	*Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?*	*Any New or Changed Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*
a)	Expose people to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Potentially significant	Potentially significant	No	No	No
b)	Expose people to or generation of excessive groundborne vibration or groundborne noise levels?	Potentially significant	Potentially significant	No	No	No
c)	Create a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	Less than significant with mitigation	Less than significant with mitigation	No	No	No
d)	Create a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	Less than significant	Less than significant	No	No	No
e)	If located within an airport land use plan or, if such a plan has not been adopted, within 2 miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise?	Less than significant	Less than significant	No	No	No
f)	If located within the vicinity of a private airstrip, expose people residing or working in the project area to excessive noise levels?	Less than significant	Less than significant	No	No	No

Noise impacts were initially analyzed in the 2008 East Area 1 SP FEIR and potential significant impacts were identified for sensitive receptors during the operation of East Area 1 that may result from exterior noises from increased roadway noise. There was also potential for residential uses located over commercial uses to experience increased interior noise. The EIR identified mitigation measures to reduce overall noise level and to reduce operational impacts to a less than significant level.

The 2015 East Area 1 SP SEIR concluded the noise impacts of the approved Specific Plan Amendment would be potentially significant. With regards to exposure of noise levels in excess of established

standards due to the proximity of the Specific Plan area to the Santa Paula Branch Rail Line bordering the southern boundary of the Specific Plan Area.

The SEIR determined that the construction of the approved Project includes the generation of varying levels of vibration based on the construction equipment used. Impacts from vibration are potentially significant as construction will take place over a ten year period during which uses the are occupied during this time could be subject to vibration that exceeds 80 VbB.

Noise from long term operations resulting from the Project and associated traffic would not substantially increase ambient noise conditions. Roadway noise would increase as a result of the increase traffic volumes; however, the identified mitigation measures would reduce the increase to less than 3 dB(A). As such, the impacts were found to be less than significant.

Temporary noise increases in noise levels would occur during the construction of the Project, as identified in the SEIR. The development of the Project would comply with the Santa Paula Municipal Code (SPMC). Therefore, no violations of noise regulations would occur. Any increases in ambient noise would be short-term and not constant in duration. Impacts were found to be less than significant.

The Specific Plan Area is located within two miles of Santa Paula Airport. The 2015 East Area 1 SP SEIR determined that noise levels from the airport are below 60 dB(a) within the Specific Plan Area and people residing, attending school, or working within the Specific Plan area would not be exposed to excessive noise due to the airport. Impacts were determined to be less than significant.

The 2015 East Area 1 SP SEIR included compliance with the Santa Paula Municipal Code and implementation of the following mitigation measures adopted in 2008 and the two additional mitigation measures below to reduce potential impacts:

N-1: The following measures must be incorporated into grading and building plan specifications to reduce the impact of construction noise:

a. All construction equipment, fixed or mobile, must be equipped with properly operating and maintained mufflers. Noise attenuation barriers and mufflers of grading equipment must be required for construction equipment generating noise that exceeds levels above 95 dB at 50 feet from the source.

b. Construction noise reduction methods such as but not limited to shutting off idling equipment, installing acoustic barriers around significant sources of stationary construction noise sources, maximizing the distance between equipment and staging areas occupied residential areas, and use of electric air compressors and similar power tools (rather than diesel equipment) must be used when feasible;

c. During construction, stationary construction equipment must be placed such that emitted noise is directed away from sensitive noise receivers, such as residences and schools;

d. During construction, stockpiling and vehicle staging activities areas must be located as far as practicable from residences or schools;

e. Earthmoving equipment operating on the construction site, must be as far away from vibration-sensitive uses as possible; and

f. Construction hours, allowable workdays, the telephone number of the job superintendent and the telephone number of City staff contact(s) must be clearly posted at all construction entrances to enable surrounding owners and residents to contact the job superintendent directly. If the job superintendent receives a complaint, the superintendent must notify the Planning Director, or designee, and investigate, take appropriate corrective action, and report the action taken to the reporting party and the Planning Director, or designee.

N-3: Before the City issues a permit to conduct site clearing, grading, excavation, or construction for any aspect of the Project, the Applicant and/or contractor must submit to the Planning Director (or designee) a construction traffic (including material deliveries) haul route plan for review and approval. The haul route plan must avoid sensitive receivers to the extent feasible. The Planning Director (or designee) must approve the haul route plan before initiation of any site clearing, grading, construction or materials delivery. Should the haul route use County of Ventura roads, the haul route shall be approved in consultation with the County of Ventura Planning Division. The Applicant and/or contractor shall ensure that the approved haul route is included on grading and building plans.

N-4: At least 10 days in advance, the Applicant and/or contractor must provide notification to all occupied uses within 200 feet of an area where construction activities are anticipated to result in ground-borne vibration of more than 80 VdB,

N-8: Before the City issues a building permit for residential units (including live/work and assisted living units), in the Hallock Center, the Applicant and/or contractor must provide evidence to the Planning Director, or designee, that demonstrates noise is mitigated within the exterior and interior living space. Measures to ensure noise standards are achieved must include:

- Designs that meet interior noise levels, do not exceed City interior noise standard (45 dB(A) CNEL).
- Planning Director approval of an acoustical analysis of the effectiveness of noise insulation of proposed construction.
- Design specifications may include, without limitation:

- Exterior livable space, such as balconies, shall be oriented northward;
- South-facing windows and sliding glass doors shall be double-paned, mounted in frames with low rates of air filtration (0.5 cubic foot per minute or less, per American National Standard Institute specifications) and a sound transmission coefficient rating of 30 or greater;
- Solid-core exterior doors shall be constructed with perimeter weather stripping and threshold seals; and South-facing roof or attic vents must be baffled.

- Written disclosure of maximum exterior and interior noise levels expected at live/work and residential units, and at light industrial, office, and retail uses must be provided to those purchasing or leasing such uses. Copies of these written materials must also be submitted to the Planning Director for approval.
- Building plans must show that appropriate setbacks from the railroad tracks is incorporated into the site design for buildings in conjunction with the design parameters outlined above.

N-11: For paving and repaving associated with road improvements on Hallock Drive between the SR 126 and Hallock Drive intersection and the Hallock Drive and Santa Paula Street intersection with the Project, the Applicant and/or contractor must use asphalt-rubber paving material consisting of 20 percent recycled rubber or more and 80 percent paving grade asphalt. Studies have demonstrated that such paving material will reduce traffic noise by 3 to 5 dB(A). Before construction of roadway improvements within this road segment, plans that include these specifications must be submitted to the Planning Director, or designee, for approval. Evidence of installation must be submitted to the Planning Director for approval following completion of the roadway improvements.

N-12: In combination with rubberized- asphalt paving, the speed limits on the three roadway segment experiencing significant noise impacts off-site (Hallock Drive north of the Santa Paula Freeway, Hallock Drive north of Telegraph Road, and Hallock Drive south of Telegraph Road) must be reduced from existing speed limits, where determined feasible and consistent with the SPMC. Feasibility must be determined by the Public Works Director, or designee. Each 5- mile- per- hour reduction in the speed limit can decrease the CNEL level by about 1 dB(A). Written documentation from the Public Works Director must be submitted to the Planning Director for approval before the City issues a building permit. Speed limit signs must be posted along the roadway in accordance with standards set forth by the Public Works Director, or designee.

Construction

Temporary noise impacts during construction would remain the same as identified in the 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR. The proposed Specific Plan Amendment No. 4 would replace commercial and business park uses with residential uses and would result in the addition of 550 residential units in the Specific Plan area. The majority of these additional units would be developed in the Hallock Center District. The proposed amendment would not introduce new land uses or noise sources that were not previously analyzed in the 2015 East Area 1 SP SEIR.

Construction site will require site preparation, building construction, paving and architectural coatings. As mass grading of the Specific Plan Area has been completed, substantial grading activities will not be associated with the development of additional homes in areas already graded and improved for development. As described in the 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR, when construction equipment is operating, noise levels can range from 73 to 95 dB(A) at a distance of 50 feet from individual pieces of equipment. Following site preparation, activities associated with project development include utility infrastructure installation, pouring foundations, interior construction, and site cleanup. Primary noise sources associated with this stage of construction include hammering, diesel generators, compressors, and heavy-duty truck traffic. Noise levels are typically in the 60 to 80 dB(A) range at a distance of 50 feet. Introduction of landscaping is generally the final activity, which involves the use of trucks, landscape rollers, and compactors, with noise levels in the 65 to 75 dB(A) range. The maximum noise level generated by construction equipment would be 95 dB(A) associated with a tractor used for earthmoving.

Vibration impacts from construction equipment would remain similar to those identified in the SEIR as the construction of the proposed Project would use similar construction equipment identified previously. Construction-related groundborne vibration impacts were evaluated previously using the FTA's Transit Noise and Vibration Impact Assessment guidance document. The impacts from vibration can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibration at moderate levels, to slight damage at the highest levels. The primary and most intensive vibration source associated with the development of the Project would be the use of earth-moving equipment during construction. Uses that have been occupied while construction is ongoing in adjacent areas could be subject to vibration that exceeds 80 VdB. Therefore, as determined in the 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR, temporary vibration impacts during construction are considered potentially significant. The proposed amendment, which would allow the development of additional residential units would not result in any increase in the severity of temporary vibration impacts during construction.

Operation

Roadway noise is the predominant source of noise for the general vicinity of the Specific Plan area. As the amount of traffic generated by the proposed amendment would be slightly reduced, as discussed in **Section 4.5: Transportation and Circulation**, roadway noise impacts during operation would also be reduced. Additionally, the primary sources of vibration from operations for the East Area 1 Specific Plan

Area were previously identified as passenger vehicles, delivery trucks for light-industrial and commercial uses, and school buses. The proposed Specific Plan Amendment would replace the previously approved commercial and industrial uses with residential uses, which would result in a reduction in truck traffic and associated vibration effects within the Specific Plan Area and impacts would remain less than significant.

The proposed Specific Plan Amendment would also not expose people working or residing in the Specific Plan area to excessive noise levels due to a private airstrip or public area as noise levels from the Santa Paula Airport remain below 60 dB(A) on the Project Site.[8]

As all development within the Specific Plan Area is required to comply with the Santa Paula Municipal Code[9] and all previously adopted mitigation measures, the change in uses associated with the proposed amendment would not result in any new significant noise impacts or substantial increase in the severity of the noise impacts identified in the 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR.

8 City of Santa Paula, General Plan, Noise Element, https://spcity.org/DocumentCenter/View/278/General-Plan---Noise-Element-PDF?bidId=#:~:text=The%20purpose%20of%20the%20Noise,or%20disruptive%20sources%20of%20noise.. Accessed January 2024.

9 City of Santa Paula, Municipal Code, Chapter 93: Noise, https://codelibrary.amlegal.com/codes/santapaula/latest/santapaula_ca/0-0-0-53371. Accessed July 2023.

3.5 GEOLOGY AND SOILS

	Certified EIR Impact Conclusion	*Proposed Project Impact Conclusion*	*Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?*	*Any New or Changed Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	Less than Significant	Less than Significant	No	No	No
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning map, issued by the State Geologist for the area or based on other substantial evidence of a known fault:	Less than Significant	Less than Significant	No	No	No
ii. Strong seismic ground shaking?	Less than Significant	Less than Significant	No	No	No
iii. Seismic-related ground failure, including liquefaction?	Less than Significant	Less than Significant	No	No	No
iv. Landslides?	Less than Significant	Less than Significant	No	No	No
b) Result in substantial soil erosion or the loss of topsoil?	Less than Significant	Less than Significant	No	No	No
c) Is located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse.	Less than Significant	Less than Significant	No	No	No
d) Is located on expansive soil as defined in the Uniform Building Code creating substantial risk to life or property.	Less than Significant	Less than Significant	No	No	No

The 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR concluded that the location of the Specific Plan area is not within an established Alquist-Priolo fault zone, nor is it crossed by or within any known active faults. Development would comply with the California Building Code (CBC), requiring structures be built to address the seismic nature of the region. As such, the risk of loss, injury, or death associated with a known earthquake fault is very low and impacts were found to be less than significant.

Impacts related to strong seismic ground shaking were found to be less than significant. While the Specific Plan Area could be subject to strong ground shaking in the event of an earthquake originating along on the faults in the region, construction of structures would comply with the CBC seismic design standards. Additionally, a Geotechnical Investigation Report prepared previously found that the geologic formations and soils within the Specific Plan Area are suitable to support development. Impacts would be less than significant.

The 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR concluded that the Specific Plan area is not located within an identified liquefaction zone and groundwater is deep enough that strong earthquake shaking would not be likely to cause sediments to lose bearing capacity. Impacts related to liquefaction would be less than significant.

As determined in the 2015 East Area 1 SP SEIR, some portions of the Specific Plan Area are susceptible to landslides. These areas are designated as OS-1 (Open Space) and Agricultural Preserve. Portions of the Specific Plan area designed for structural development are relatively flat and not susceptible to landslides. For these reasons, impacts are less than significant.

The 2015 East Area 1 SP SEIR found that the Stormwater Pollution Prevention Plan (SWPPP) and the Best Management Practices (BMPs), identified in Section 4.9 Hydrology and Water Quality of the SEIR, would mitigate short term impacts to topsoil. Additionally, during operations, on-site drainage and landscape improvements would control erosion. Therefore, impacts would be less than significant.

The 2015 East Area 1 SP SEIR included the result of a Geotechnical investigation that included design specifications to minimize the effects of lateral spreading. Through compliance with the CBC and these design specifications, impacts were found to be less than significant.

The Geotechnical Investigation included in the 2015 East Area 1 SP SEIR also included testing for expansive soils within the Project site. The results concluded that the expected expansion potential of soils on site range from very low to low. Impacts are less than significant.

Mass grading within the Specific Plan area was completed in 2018 in accordance with the adopted mitigation measure addressing potential impacts related to geologic and soils conditions within the Specific Plan Area. The proposed amendment would change the uses allowed in areas already graded and improved for development. No development is proposed in areas previously not approved for development. No new information indicating any change in the geologic and soils conditions within the Specific Plan area has become available since certification of the 2015 SEIR, and the adopted mitigation measures will apply to the additional residential development allowed by the proposed amendment.

A Storm Water Pollution Prevention Program will be prepared in accordance with the NPDES Program General permit authorized under the Clean Water Act for Construction Activities, and the Project will comply with all standards in the California Building Code requiring lateral force resisting systems that meet seismic detailing requirements. For these reasons, no new significant impacts or substantial

increase in the severity of the geology and soils impacts identified in the 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR would result from the proposed amendment.

3.6 HYDROLOGY AND WATER QUALITY

		Certified EIR Impact Conclusion	*Proposed Project Impact Conclusion*	*Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?*	*Any New or Changed Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*
a)	Violate any water quality standards or waste discharge requirements?	Less than significant	Less than significant	No	No	No
b)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	Less than significant	Less than significant	No	No	No
c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	Less than significant	Less than significant	No	No	No
d)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	Less than significant	Less than significant	No	No	No
e)	Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	No impact	No impact	No	No	No
f)	Otherwise substantially degrade water quality?	Less than significant	Less than significant	No	No	No

		Certified EIR Impact Conclusion	*Proposed Project Impact Conclusion*	*Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?*	*Any New or Changed Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*
g)	Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	Less than significant	Less than significant	No	No	No
h)	Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	Less than significant	Less than significant	No	No	No
i)	Expose people or structures to a significant risk of loss, injury or death involving flooding including flooding as a result of the failure of a levee or dam?	Less than significant	Less than significant	No	No	No
j)	Inundation by seiche, tsunami, or mudflow?	Less than significant	Less than significant	No	No	No

As concluded in the 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR, the construction and operation of the approved Project would not result in significant impacts to water quality as the discharge of pollutants would be controlled by a site-specific Storm Water Pollution Prevention Program (SWPPP) in accordance with the NPDES Program General permit authorized under the Clean Water Act for Construction Activities. Additionally, best management practices (BMPs) and project design features included in the approved Project would address the anticipated and expected pollutants of concern from the operation of the Project.

The 2015 East Area 1 SP SEIR determined the Approved Project would incorporate retention basins and dedicate open space areas that would allow runoff to infiltrate into the groundwater table. The planned water wells would provide enough water to the Project to meet demand throughout construction. During operations, the City will supply the portions of the project overlying the respective groundwater basins with water from those basins. Thus, the Project would not interfere with groundwater recharge and would not deplete water supplies, impacts would be less than significant.

Existing drainage patterns would not result in substantial erosion or siltation based on findings in the SEIR. Adherence to the SWPPP in accordance with the NPDES General permits would reduce potential erosion and siltation during construction. During operations, numerous features included in the Project would limit the amount and rate of surface flow with the collect and filter water runoff. Therefore, potential impacts to erosion and siltation were found to be less than significant.

The 2015 East Area 1 SP SEIR concluded that the included drainage plan would reconfigure the four drainage areas on site to direct the majority of flows to the on-site detention basin planned at the southeast corner of the Specific Plan area. The drainage improvements would reduce flows and existing flooding. As such, impacts to drainage patterns would be less than significant.

The 2015 East Area 1 SP SEIR states that the incorporation of detention basins would treat all flows from the development in East Area 1. The small portion of the Project Site that will drain to Santa Paula Creek would not include any developed or impervious surface areas. Runoff tributary to Santa Paula Creek will be treated by the westernmost detention basin and the vegetation in the landscape buffer area along Santa Paula Creek. There would not be additional runoff contributed by the Project which would exceed the capacity of the planned storm water drainage systems. No impacts to surface water quality would occur.

The 2015 East Area 1 SP SEIR determined that since the Drainage Master Plan for the Project will be sized to treat 10 percent of the Q50 (i.e., flood flow having a recurrence interval of 50 years or a 2% chance of occurring or being exceeded in any given year) from the storm drain system consistent with the SWPPP guidelines and BMPs will be utilized in the Project which includes bioswales, detention basins, and storm drain systems, no significant impacts to water quality would occur.

No housing would be placed in the 100-year flood zone according to the 2015 East Area 1 SP SEIR because a Letter of Map Revision (LOMR) would be prepared and process through FEMA reflecting current hydrology conditions in eastern Santa Paula, demonstrating that the Santa Paula Flood Control Project reduces flood risk in portions of Santa Paula that were previously subject to flood risk from Santa Paul Creek. For these reasons, impacts were determined to be less than significant.

The 2015 East Area 1 SP SEIR found that the Santa Paula Flood Control Project includes improvements which reduce flood risks in portions of Santa Paula that were previously subject to flood risk from Santa Paula Creek. Structures within the Specific Plan area would not impede or redirect 100-year flood flows. Therefore, impacts would be less than significant.

The 2015 East Area 1 SP SEIR concluded that at least four dams northeast of the Santa Paula area have the potential to result in dam inundation. However, the Project Site is not located in any inundation areas. Impacts would be less than significant.

The 2015 East Area 1 SP SEIR notes the Specific Plan area's location approximately 14 miles inland from the Pacific Ocean and 250 to 300 feet above mean sea level. Additionally, the proposed detention basins and series of weir diversions reduce the potential of mudflows occurring on-site. As such, the risk that induction by a seiche, tsunami or mudflow is less than significant.

The proposed amendment would change the uses allowed on land within the Specific Plan area already approved for development. Residential development instead of commercial and industrial uses would be

developed in the remaining portion of the Hallock Center District, which is not located in a flood risk area. The acreage of parks and open space would remain unchanged.

The drainage system for the Specific Plan is designed to meet or exceed the storm drainage requirements of the Ventura County Watershed Protection District (Orcutt Creek/Orcutt Creek), and the City of Santa Paula on-site drainage systems. A SWPPP would be prepared in accordance with the NPDES Program General permit authorized under the Clean Water Act for Construction Activities. Additionally, the best management practices (BMPs) and project design features included in the SEIR would apply to the proposed Project. Impacts to water quality would remain less than significant.

The proposed change in land uses would not result in any substantial changes in the amount of impervious surfaces or runoff in the Specific Plan area, changes in the location of development, or to the drainage plan and, for this reason, no new or substantially more severe impacts related to hydrology would result from the proposed amendment.

3.7 AESTHETICS

		Certified EIR Impact Conclusion	*Proposed Project Impact Conclusion*	*Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?*	*Any New or Changed Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*
a)	Have a substantial adverse effect on a scenic vista?	Significant impact	Less than significant	No	No	No
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway.	Significant and unavoidable impact	Less than significant	No	No	No
c)	Substantially degrade the existing visual character or quality of the site and its surroundings.	Significant and unavoidable impact	Less than significant	No	No	No
d)	Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	Potentially significant impact	Less than significant	No	No	No

The East Area 1 Specific Plan Project has been under development since 2017, with mass grading completed in 2018. Homes have been developed in the Haun Creek Residential Neighborhood and Hallock Center District and the first phase of the community Sports Park is currently underway.

As described in the 2015 East Area 1 SP SEIR, design features implemented with the East Area 1 Specific Plan Project preserve existing scenic views of the surrounding foothills and views along portions of Santa Paula Creek and Haun Creek. Panoramic vistas that take in a sweeping breadth of the mountains and foothills forming the river valley and vistas overlooking the lower man-made and natural horizon features of the area would not be blocked through development of the Specific Plan area. However, foreground and middle distant open views across the now-open Specific Plan area would be replaced with residential, commercial, light industrial, and civic structures, in addition to a circulation system and supporting infrastructure, resulting in significant impacts to scenic vistas.

The 2015 East Area 1 SP SEIR determined that development of the Specific Plan area would incorporate the existing historic structures into its design features. Although the hillsides and bluffs in the north part of the Specific Plan area would be preserved, along with many of the mature trees, orchards, and row crops, various areas within the Specific Plan area would be removed and replaced with urban development. Therefore, the 2015 East Area 1 SP SEIR determined scenic views from surrounding areas would be impacted resulting in significant and unavoidable impacts to visual resources.

The East Area 1 Specific Plan Project includes development standards for frontage, building types, architecture, thoroughfares, and landscape to ensure the implementation of an attractive, pedestrian-oriented community that is harmonious with the scale of existing buildings in the City of Santa Paula. Although these development standards will be required to ensure a consistent and compatible aesthetic character, the existing open space and agricultural character of the Specific Plan area would substantially change with development. The 2008 East Area 1 SP FEIR determined this impact on the visual character of the Specific Plan Area would be significant and unavoidable.

The East Area 1 Specific Plan Project development standards prohibit reflective, glare-producing building materials. Daytime glare produced from the sun reflecting off glass windows would be brief and intermittent. Impacts related to nighttime light and glare were identified as potentially significant in the certified 2015 SEIR.

The impacts of converting the Specific Plan area from an agricultural site to urban development was determined to have a significant and unavoidable impact on views of scenic vistas, visual resources, and the visual character of the Specific Plan area, even with implementation of all feasible mitigation measures in the 2008 East Area 1 SP FEIR and 2015 East Area 1 SP SEIR. The City Council adopted a Statement of Overriding Considerations with regard to these impacts with approval of the Specific Plan in 2008 and the Amended Specific Plan in 2015.

The proposed amendment would change the land uses allowed within the Specific Plan area to allow the development of additional homes in areas already graded and improved for development in conformance with the development and design standards in the Approved Specific Plan for residential development. Specifically, the proposed amendment would increase residential development by 550 units and eliminate 240,000 square feet of commercial/industrial development. The additional homes that would be allowed by the proposed amendment would occur in the lower portions of the site where commercial and light industrial development is currently allowed by the approved Specific Plan, and the structures would be no taller than 3 stories for multifamily buildings or 2 stories for single-family residences. Therefore, the proposed amendment would not have a substantial adverse effect on a scenic vista or substantially damage scenic resources in or around the Specific Plan area. Additionally, the development standards outlined in Specific Plan Amendment No. 4 ensure that the proposed amendment will not substantially degrade the existing visual character of the Specific Plan area or create a new source of substantial light or glare.

For these reasons, no new significant impacts or substantial increase in the severity of the impacts to aesthetics identified in the 2015 East Area 1 SP SEIR would result from the proposed amendment.

3.8 POPULATION AND HOUSING

		Certified EIR Impact Conclusion	*Proposed Project Impact Conclusion*	*Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?*	*Any New or Changed Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*
a)	Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure).	Less than Significant	Less than Significant	No	No	No
b)	Displace substantial numbers of existing housing, especially affordable housing, necessitating the construction of replacement housing elsewhere.	Less than Significant	Less than Significant	No	No	No
c)	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere.	Less than Significant	Less than Significant	No	No	No

The 2015 East Area 1 SP SEIR concluded the population and housing impacts were less than significant. The increase in population from the Approved Specific Plan was found to not exceed population estimates provided by SCAG, as such impacts were found to be less than significant.

Additionally, the 2015 East Area 1 SP SEIR found that while the development of the Project would include the removal of nine existing housing units, the displacement would be offset by the additional housing units included in the development. Impacts were determined to be less than significant.

The proposed amendment includes the addition of 550 housing units. The SCAG 2020 population projections for Santa Paula include a population of 30,700 residents in 2016, and a projection of 35,400 residents in 2045.[10] The population of the City of Santa Paula in 2020 was 30,389. [11]

10 Southern California Association of Governments (SCAG), 2020 Demographics and Growth Forecast. https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal_demographics-and-growth-forecast.pdfAccessed January 2024.

11 City of Santa Paula, General Plan, 2029 Housing Element, http://www.mysantapaula.com/uploads/1/1/9/8/119843127/santa_paula_6th_housing_element_2023-04-28_adopted_revised_tracked_hcd.pdf. Accessed January 2024.

The City's projected housing needs are based on the Regional Housing Needs Assessment (RHNA) as developed by the SCAG.[12] The RHNA is a key tool for local governments to plan for anticipated growth. The latest RHNA was adopted by SCAG in March 2021 and covers the projection period of June 30, 2021, to October 15, 2029. The future need for housing is determined by the forecasted growth in households in a community, a vacancy adjustment to promote housing choice and mobility, an adjustment to account for units expected to be lost due to demolition, natural disaster, or conversion to non-housing uses, and existing need due to current overcrowding and overpayment. The total projected need for housing in the City of Santa Paula during the 2021-2029 period is 657 units.[13]

Santa Paula has a total of approximately 9,050 housing units, with single-family detached being the most prevalent housing type.[14] The share of all single-family units in Santa Paula is 66 percent, or 5,973 total units, and the share of multi-family units is 25 percent, or 2,263 total units, with the remaining units being mobile homes.[15] The proposed amendment would result in changes to the housing mix within the Specific Plan area. The total number of previously approved single-family units would decrease by 316 units, and the total number of multi-family units including condominium and apartment units would increase by 866 units.

According to the City of Santa Paula 2021-2029 Housing Element,[16] the land inventory summary identifies the capacity for 1,871 additional units of housing, without East Area 1. With the 1,500 units allowed by the Approved Specific Plan, the residential capacity of the City's land inventory is 3,371 units. The proposed amendment would increase the capacity of the City's residential land use inventory by 550 units to 3,921 housing units.

The 550 additional units proposed would result in an estimated population increase of 1,821 residents in the Specific Plan area based on the City's current average household size of 3.31 persons per household.[17] When this additional population growth of 1,821 persons is added to the 2020 population for the City of Santa Paula of 30,389, the City's population would increase to 32,210, which is 3,190 lower than the

12 Southern California Association of Governments (SCAG), Regional Housing Needs Assessment, https://scag.ca.gov/rhna . Accessed January 2024.

13 Southern California Association of Governments, Final RHNA Allocation Plan (2021), https://scag.ca.gov/sites/main/files/file-attachments/6th_cycle_final_rhna_allocation_plan_070121.pdf?1646938785. Accessed January 2024.

14 City of Santa Paula, General Plan, 2029 Housing Element, http://www.mysantapaula.com/uploads/1/1/9/8/119843127/santa_paula_6th_housing_element_2023-04-28_adopted_revised_tracked_hcd.pdf. Accessed January 2024.

15 City of Santa Paula, General Plan, 2029 Housing Element, http://www.mysantapaula.com/uploads/1/1/9/8/119843127/santa_paula_6th_housing_element_2023-04-28_adopted_revised_tracked_hcd.pdf. Accessed January 2024.

16 City of Santa Paula, General Plan, 2029 Housing Element, http://www.mysantapaula.com/uploads/1/1/9/8/119843127/santa_paula_6th_housing_element_2023-04-28_adopted_revised_tracked_hcd.pdf. Accessed January 2024

17 California Department of Finance, E-5 Population and Housing Estimates for Cities, Counties, and the State, 2020-2023, https://dof.ca.gov/forecasting/demographics/estimates/e-5-population-and-housing-estimates-for-cities-counties-and-the-state-2020-2023/. Accessed January 2024.

population projected by SCAG for the City for 2045. The anticipated growth would be 7,390 less than estimated in the City's 2040 General Plan.

As discussed in the 2015 East Area 1 SP SEIR, the development under the proposed Project would include the removal of nine existing farmworker housing units. While these residential units will be displaced, the displacement will be offset by the overall addition of 2,050 residential units that will be constructed within the EA1 SP Area. In addition, there are vacancies in existing housing stocks within the City of Santa Paula and County of Ventura in general that will offer housing options for any displaced residents of the onsite farmworker units.

The additional growth in population and housing that would result from the proposed amendment would be consistent with current growth projections and the City's Housing Element and for this reason, no new significant population and housing impacts would result from the proposed amendment.

3.9 PUBLIC SERVICES

	Certified EIR Impact Conclusion	*Proposed Project Impact Conclusion*	*Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?*	*Any New or Changed Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*
Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new physically altered governmental facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives of public services including:					
a) Fire protection?	Less than Significant	Less than Significant	No	No	No
b) Police protection?	Less than Significant	Less than Significant	No	No	No
c) Schools?	Less than Significant	Less than Significant	No	No	No
d) Parks?	Less than Significant	Less than Significant	No	No	No
e) Other public facilities?	Less than Significant	Less than Significant	No	No	No

Analysis of impacts related to Threshold D (Parks) is addressed in the following section, Recreation. The proposed amendment would not result in substantial adverse physical impacts associated with the provision of new or physically altered parks facilities.

3.9.1 Fire and Police

Fire and Police Protection Services are provided in the City of Santa Paula by the Ventura County Fire Department (VCFD) and Santa Paula Police Department (SPPD).

The Ventura County Fire Department has two fire stations located on the East and West sides of Santa Paula. VCFD Station 29 is located on the Eastside at 114 South 10th Street. VCFD Station 26 is located on the Westside at 536 West Main Street. The Santa Paula Police Department (SPPD) currently operates out of a facility at 214 South 10th Street and the Las Piedras Park Community Policing Building at 431 North 13th Street. Specific Plan Amendment No. 4 outlines goals, policies, and programs related to infrastructure and public services. The following specifically relate to police and fire protection:

3.14.2 Policy D – Police Protection

4. Public safety issues must be considered in all aspects of project design, including crime prevention through design.

3.14.2 Policy E – Fire Protection

1. Development must incorporate designs, systems and practices for fire safety, prevention and suppression.
2. All proposed developments must be reviewed for compliance with fire safety standards in accordance with the Santa Paula Municipal Code.

3.14.3 Program 6

3. Submit development plans to the police department and fire department to ensure to the extent practical that design of the project facilitates public safety.

Specific Plan Amendment No. 4 would change the land uses allowed within the Specific Plan area. Allowed residential development would increase by 550 units, resulting in an increase in the service population for police and fire of 1,821 residents. Allowed commercial/industrial development would decrease by 240,000 square feet. Impacts of the proposed amendment related to police protection, schools, and libraries would be less than significant with payment of applicable development impact fees and the provision of land and funding for a Fire/Police station in the Hallock Center District. Development of new public safety facilities would be subject to additional independent review under CEQA and, for this reason, the proposed amendment would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities.

For this reason, no new significant impacts or substantial increase in the severity of the impacts on police and fire services would result from the proposed amendment.

3.9.2 Schools

The Santa Paula Creek Civic District as shown in **Figure 2.1: Approved Land Use Plan** included sites for the development of primary and secondary school facilities by the Santa Paula Unified School District (SPUSD). The 2008 East Area 1 SP FEIR analyzed the development and operation of a K–8 school with a capacity of 800 students on a 10.9-acre site in the Civic District and secondary (high school) facilities on an 8.3-acre site in the Civic District. Since 2015, the SPUSD determined the K-8 school was not needed and residential uses were approved by the City for the 10.9-acre elementary school site.

Specific Plan Amendment No. 4 would permit an additional 550 residential units to be developed within the Specific Plan area for a total of 2,050 residential units. According to the SPUSD 2022 Developer Fee

Justification Study, the District's current State calculated capacity for K-8 facilities is 4,010 seats.[18] Projected K-8 enrollment over the next 5 years, accounting for new residential development, is 3,624 students. This projection would result in 386 available seats within existing K-8 facilities.

Because the District's 5-year projection accounted for the 1,500 residential units approved in the 2015 East Area 1 SP SEIR, it is estimated that the proposed 550 additional residential units would generate 223 students, based on the District's K-8 student generation factors.[19] Therefore, the additional 223 students associated with the proposed amendment would not exceed the projected 386 available seats within existing K-8 facilities over the next 5 years.

School impact fees will be paid for each of the 2,050 total residential units permitted in the Specific Plan area upon approval of the proposed amendment. According to the SPUSD 2022 Developer Fee Justification Study, these developer fees will be used for the provision of additional and reconstructed or modernized school facilities. Payment of these fees constitutes full mitigation under CEQA for impacts to school facilities. The 8.3-acre school site in the Civic District remains available for the development of additional school facilities as determined necessary by SPUSD.

The existing K-8 capacity of the SPUSD can accommodate the generation of students associated with the proposed additional housing units, therefore, the proposed amendment would not result in the need for new or physically altered school facilities. The collection of school impact fees and the allocation of an 8.3-acre school site in the Civic District of the Specific Plan area ensures that additional, reconstructed, or modernized school facilities can be provided in the future if they become necessary.

For these reasons, no new significant impacts or substantial increase in the severity of the impacts on school facilities would result from the proposed amendment.

3.9.3 Libraries

The Blanchard/Santa Paula Public Library District (Blanchard Community Library), located at 119 N. 8th Street, provides library services to both the greater Santa Paula community as well as the residents of the East Area 1 neighborhoods. The 2015 SEIR determined that the potential increase in service demand associated with the development of 1,500 new homes and an increase in population of 5,275 would be met through a combination of existing facilities and digital services. Additionally, new development in

18 Santa Paula Unified School District, 2022 Developer Fee Justification Study (2022), https://resources.finalsite.net/images/v1695072802/santapaulaunifiedorg/evr5tqo4bkgenpom5fxn/SPUSD2022DeveloperFeeJustificationStudy.pdf. Accessed July 2023.

19 SPUSD K-8 Student Generation Factor is 0.4061 students per household; 550 residential units x 0.4061 = 223 students generated.

the Specific Plan area is required to pay a per parcel tax of $40, paid to the County tax collector, which will go directly to the library.[20]

The development of 550 additional residential units would result in an estimated population increase of 1,821 residents in the Specific Plan Area based on the City's current average household size of 3.31 persons per household. The potential increase in service demand associated with an increase in population of 1,821residents associated with the proposed amendment would also be met through a combination of existing facilities and digital services, and the increase of 550 residential units would result in an increase in the potential to collect development impact fees per parcel. Payment of these developer fees constitutes full mitigation under CEQA for impacts to library facilities. Therefore, the proposed amendment would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities.

For this reason, no new significant impacts or substantial increase in the severity of the impacts on library facilities would result from the proposed amendment.

[20] City of Santa Paula, East Area 1 Specific Plan Draft Environmental Impact Report (2008), https://www.spcity.org/325/Environmental-Impact-Report. Accessed January 2023.

3.10 RECREATION

		Certified EIR Impact Conclusion	*Proposed Project Impact Conclusion*	*Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?*	*Any New or Changed Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*
a)	Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.	Less than Significant	Less than Significant	No	No	No
b)	Include recreational facilities or require the construction of recreational facilities, which might have an adverse physical effect on the environment.	Less than Significant	Less than Significant	No	No	No

Approximately 225 acres (45%) of the Specific Plan area will consist of undeveloped land, consisting of open space uses (including parks and greenways, shared athletic fields, and open space preserve) and agricultural preserve. A total of approximately 88.0 acres will be parkland that includes the following: approximately 55.2 acres of neighborhood parks and greenways in the three Neighborhoods and Civic District; and approximately 37.8 acres of shared use athletic fields in the Community Park, available for school and community use. Each park will be fully accessible via an integral system of sidewalks and multi-use paths, all of which meet current accessibility standards. Approximately 77.3 acres will remain open space preserve. Approximately 55.0 acres will remain in active agricultural operations and will not be open to the public.[21]

The City's goal is to provide 5 acres of parkland per 1,000 residents. Based on Santa Paula's projected 2040 population of approximately 39,600, a total of 198 acres of parkland would be required to achieve this desired standard. Existing and approved parks plus future parks identified in the City's 2040 General Plan would yield a total of approximately 440 acres of parkland, which would exceed the City's goal.[22] Therefore, the proposed amendment would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.

The land use changes included in Specific Plan Amendment No. 4 would not result in any changes to the approximately 225 acres of park or open space areas defined in the 2015 SEIR. Park and recreation

[21] City of Santa Paula, East Area 1 Specific Plan SP-3 (2023)

[22] City of Santa Paula, East Area 1 Specific Plan SP-3 (2023).

facilities and the amount of park space in the Specific Plan area would continue to meet and exceed the City's park standards as outlined in the General Plan with the 550 additional residential units proposed.[23] The proposed amendment does not require the construction of recreational facilities which might have an adverse physical effect on the environment.

For these reasons, no new significant impacts or substantial increase in the severity of the impacts on recreation would result from the proposed amendment.

23 City of Santa Paula, General Plan, Public Services and Utilities, https://www.spcity.org/DocumentCenter/View/1713/2040-General-Plan-Section-6---Public-Services-and-Utilities-Element. Accessed July 2023.

3.11 UTILITIES AND SERVICE SYSTEMS

		Certified EIR Impact Conclusion	*Proposed Project Impact Conclusion*	*Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?*	*Any New or Changed Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*
a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board.	Less than Significant	Less than Significant	No	No	No
b)	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.	Less than Significant	Less than Significant	No	No	No
c)	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlement is needed.	Less than Significant	Less than Significant	No	No	No
d)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments.	Less than Significant	Less than Significant	No	No	No
e)	Not be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs.	Potentially Significant	Potentially Significant	No	No	No
f)	Not comply with federal, State, and local statutes and regulations related to solid waste.	Potentially Significant	Potentially Significant	No	No	No

Updated water and sewer master plan reports for the proposed specific plan amendment are provided in **Appendix C: Water and Sewer Master Plan Reports**.

3.11.1 Water

In the 2015 East Area 1 SP SEIR, it was determined that the Project would result in an estimated water demand within the range previously considered. Additionally, the water demand was within the total groundwater availability. The City of Santa Paula would have sufficient water rights to extract the

amount of water from groundwater supplies to meet the needs of the Specific Plan area, and impacts were found to be less than significant.

For the past 10 years (2013 to 2022), residential water usage has comprised approximately 76 percent of the City's water usage; commercial/institutional is the next largest user at approximately 14 percent. The remaining uses are all under 10 percent.[24] While the percentage breakdown of usage has remained relatively the same throughout the years in the City, the actual quantities of water usage have decreased.

As shown in **Table 3.11-1: Historical Water Usage**, the percentage of Residential and Commercial/Institutional water usage in the Specific Plan area is slightly lower than average city use, and other water usage is slightly higher than average city use. The percentage of water usage by land use in the City is projected to remain consistent through the year 2040, as shown in **Table 3.11-2, Projected Water Demands.**

TABLE 3.11-1
HISTORICAL WATER USAGE

	City Water Use (AF)[a]					% of Total	EA1 Water Use (AF)[b]	% of Total
Use Type	2015	2016	2017	2018	2019		2036	
Residential	2967	3170	3245	3074	2822	**76**	514	**69**
Commercial/Institutional	492	778	539	532	523	**14**	19.8	**3**
Other	448	176	320	471	583	**10**	206.9	**28**

Notes:
a – City of Santa Paula 2020 Urban Water Management Plan, 2021
b- East Area 1 Specific Plan SP-3, May 2023

TABLE 3.11-2
PROJECTED WATER DEMANDS

	EA1 Water Use (AF)[b]	% of Total	City Water Use (AF)[b]				% of Total
Use Type	2036		2025	2030	2035	2040	
Residential	514	**69**	3478	3730	3983	4235	**78**
Commercial/Institutional	19.8	**3**	560	594	628	662	**12**
Other	206.9	**28**	473	489	504	521	**10**

Notes:
a – City of Santa Paula 2020 Urban Water Management Plan, 2021
b- East Area 1 Specific Plan SP-3, May 2023

24 City of Santa Paula, 2020 Urban Water Management Plan (2021), https://spcity.org/DocumentCenter/View/2017/Urban-Water-Management-Plan---2020-Update-?bidId=. Accessed July 2023.

As shown in **Table 3.11-3: Approved Project – Domestic Water Land Uses and Demands**, the 2015 East Area 1 SP SEIR estimated that the total water demand for all uses permitted by the Approved Specific Plan was approximately 1,332 acre feet per year (AFY). Since the certification of the 2015 East Area 1 SP SEIR, the residential demand rate for the Specific Plan area has been reduced as a result of water conservation requirements adopted by the City in 2015.[25] Thus, the amount of water used by each home will be less than was assumed in 2015. Based on meter readings taken in 2022 for the developed units in the Specific Plan, the calculated average daily use was determined to be 51 gallons per day per person.[26] For the purposes of a conservative analysis, the daily use rate was increased by 25 percent to 64 gallons per day per person.[27]

TABLE 3.11-3
APPROVED PROJECT – DOMESTIC WATER LAND USES AND DEMANDS

Land Use	Total Units	Area (Acres)	Demand Rates (gpdp)	Annual Demand (AF)
Residential	1,500			
Single Family	1,100		163	713.8
Multi Family	400		163	255.62
Light Industrial	25,000 sq. ft.		2.49 g/sq. ft./yr	0.2
Commercial	215,000 sq. ft.		15.10 g/sq. ft./yr	10.0
Civic/Institutional				
Elementary School		10.8	1.81 AFY/acre	19.7
High School		8.3	1.81 AFY/acre	15.0
Police/Fire	35,197 sq. ft.		15.10 g/sq. ft./yr	1.6
Other Water Consumption				
Shared Athletic Fields		37.79	2.22 AFY/acre	83.9
Parks/Greenways		54.51	2.22 AFY/acre	121.0
Agricultural Preserve (irrigated)		55.0	2.02 AFY/acre	111.1
Open Space Preserve (not irrigated)		79.4	No water use	0
TOTAL				**1,331.9**

Notes; gpdp = gallons per day per person

Demand is estimated at 3.75 residents per dwelling for single family units and 3.5 residents per dwelling for multifamily units.

Source: East Area 1 Specific Plan Amendment 2, November 2015.

25 City of Santa Paula, 2020 Urban Water Management Plan (2021), https://spcity.org/DocumentCenter/View/2017/Urban-Water-Management-Plan---2020-Update-?bidId=. Accessed July 2023.

26 Jenson Design & Survey, Inc., Potable Water System Master Plan Amendment – Harvest at Limoneira (2023), Accessed January 2024.

27 Jenson Design & Survey, Inc., Potable Water System Master Plan Amendment – Harvest at Limoneira (2023) Accessed January 2024.

TABLE 3.11-4
PROPOSED PROJECT – DOMESTIC WATER LAND USES AND DEMANDS

Proposed Land Use	Total Units	Area (Acres)	Demand Rates (gpdp)	Annual Demand (AF)
Residential	2050			
Santa Paula Creek Neighborhood	489		64	123
Foothill Neighborhood	554		64	139
Haun Creek Neighborhood	586		64	147
Parcel C	121		64	30
Parcel A Lots 1-3	300		64	75
Civic/Institutional				
School Parcel C1 and Rec Center		10.94	1.81 AFY/acre	19.8
Other Water Consumption				
Shared Athletic Fields		37.8	2.22 AFY/acre	83.9
Parks/Greenways		55.2	2.22 AFY/acre	123
Agricultural Preserve (irrigated)		55.0	No water use	0
Open Space Preserve (not irrigated)		77.3	No water use	0
TOTAL				**741**

Notes; gpdp = gallons per day per person

Demand is estimated at 3.5 residents per dwelling for all proposed dwellings per the City of Santa Paula Water Master Plan (single family attached, single family detached, and multifamily). Actual Tract Usage was measured for the year 2022 and averaged per house at 51 gpdp with a 25 percent reserve added on equates to 64 gpdp.

Source: Jensen Design and Survey, Inc., 2023 (**Appendix C** of this Addendum).

As the total water demand for East Area 1 as a whole would be reduced with the proposed Specific Plan Amendment, no additional water facilities would need to be constructed and no new impacts from the construction of water facilities would result from the proposed amendment.

3.11.2 Wastewater

The 2015 East Area 1 SP SEIR concluded the Specific Plan would not generate wastewater that would exceed water treatment requirements of the applicable Regional Water Quality Control Board (RWQCB), the Los Angeles RWQCB. Uses within the Specific Plan Area will generate wastewater that will be collected by the City's sewer system and conveyed to the City Water Recycling Facility for treatment. Effluent from the treatment plant must comply with the Santa Paula Municipal Code to meet the requirements of the Waste Discharge Requirements permit issued to the City by the Los Angeles RWQCB. As a result, the treated effluent will not exceed applicable requirements, potential impacts related to wastewater treatment are less than significant.

The 2015 East Area 1 SP SEIR concluded the Specific Plan would not require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. The Water Recycling Facility has a normal operating

capacity of 3.15 mgd, with a final build-out capacity of 4.2 mgd and a peak operating capacity of 7.0 mgd. The City was generating approximately 2 mgd. This provides unused capacity at the facility to accept the incremental addition of 0.53 mgd from occupancy of the 2015 East Area 1 SP SEIR, and as such, would result in a less than significant impact to wastewater treatment capacity.

The City's Wastewater System Master Plan[28] addresses the wastewater collection facilities planned to serve the Specific Plan area. **Table 3.11-5: Approved Project – Wastewater Generation** shows that the average daily wastewater flow was estimated at approximately 332 gallons per minute (GPM) for the Approved Specific Plan.

TABLE 3.11-5
APPROVED PROJECT – WASTEWATER GENERATION

Land Use	Total Units	Area (Acres)	Water Demand Rates (gpcd)	Average Daily Water Flow (GPM)	Average Daily Wastewater Flow (GPM)	Peak Daily Wet Wastewater Flow (GPM)	Peak Hour Flow (GPM)
Residential	1500						
Santa Paula Creek Neighborhood	489		85		77.7	233.0	155.4
Foothill Neighborhood	554		85		101.6	304.9	203.3
Haun Creek Neighborhood	632		85		130.6	391.7	261.1
Light Industrial	25,000		2.49 gal/SF/YR	0.1	0.1	0.3	0.2
Commercial	215,000		15.1 gal/SF/YR	6.2	4.6	13.9	9.3
Civic/Institutional		20.2	1.81 AF/YR/acre	22.7	17	51.0	34.0
TOTAL				**29.0**	**331.6**	**994.9**	**663.2**

Source: Jensen Design and Survey, Inc., 2023 (**Appendix C** of this Addendum).

Existing site improvements include all of the backbone infrastructure needed to serve the project area. All sewer piping is PVC and ranges in size from 8" to 15", with 4" and 6" laterals serving individual lots. The entirety of the Project Site is currently serviced by a 15" diameter sewer main in Telegraph Road installed with the Project Site improvements. This sewer main is connected to the new sewer lift station also constructed with the Project Site improvements. This lift station is sized to handle the approved Project as well as the buildout of East Gateway Project Area, as described in the wastewater system master plan.[29]

Wastewater generation for all residential land uses within the Specific Plan Area and offsite areas was previously calculated based on a wastewater flow of 85 gallons per capita day (gpcd). Since 2017, the

28 City of Santa Paula, Wastewater System Master Plan (2012). https://spcity.org/DocumentCenter/View/637/East-Gateway-Project-Final-Environmental-Impact-Report---Appendix-2b-Wastewater-Master-Plan-PDF#:~:text=The%20City%20of%20Santa%20Paula,City's%20sanitary%20sewer%20collection%20system. Accessed July 2023.

29 City of Santa Paula, Wastewater System Master Plan (2012). https://spcity.org/DocumentCenter/View/637/East-Gateway-Project-Final-Environmental-Impact-Report---Appendix-2b-Wastewater-Master-Plan-PDF#:~:text=The%20City%20of%20Santa%20Paula,City's%20sanitary%20sewer%20collection%20system. Accessed January 2024.

project has completed sewer flow monitoring and collected water meter readings. The water demand rate equates to 64 gpcd. Assuming 25% of the water use is for irrigation, a sewer discharge rate of 75% of water demand would equate to 48 gpcd. As shown in **Table 3.11-6: Proposed Project – Wastewater Generation** the average daily wastewater flow would be reduced from approximately 332 GPM to 248 GPM.

TABLE 3.11-6
PROPOSED PROJECT – WASTEWATER GENERATION

Land Use	Total Units	Area (Acres)	Sewer Generation Rates (gpcd)	Average Daily Water Flow (GPM)	Average Daily Wastewater Flow (GPM)	Peak Daily Wet Wastewater Flow (GPM)	Peak Hour Flow (GPM)
Residential	2050						
Santa Paula Creek Neighborhood	489		48		57.1	171.2	114.1
Foothill Neighborhood	554		48		64.6	193.9	129.3
Haun Creek Neighborhood	586		48		68.4	205.1	136.7
Parcel C (pm 6065)	121		48		14.1	42.4	28.2
Parcel A Lots 1-3	300		48		35.0	105.0	70.0
Civic/Institutional							
School Parcel C1 & Rec Center		10.94	1.81 AFY/acre	12.3	9	27.6	18.4
TOTAL				**12.3**	**248.4**	**745.1**	**496.7**

Source: Jensen Design and Survey, Inc., 2023 (**Appendix C** of this Addendum).

The existing wastewater infrastructure constructed to date has been designed in accordance with City approved plans and reports and the system can handle the increase in unit count from the project. No new significant impacts or substantial increase in the severity of the impacts identified in the 2015 Supplemental EIR would result from the proposed amendment as the proposed amendment would reduce the average daily wastewater flow by approximately 84 GPM. The proposed changes to the Specific Plan would not result in the need for upgrades to existing wastewater collection facilities. As the total amount of wastewater generated by East Area 1 as a whole would be reduced with the proposed specific plan amendment, no additional wastewater collection facilities would need to be constructed and no new impacts from the construction of wastewater facilities would result from the proposed amendment.

3.11.3 Solid Waste

Solid waste collection services are provided in the City of Santa Paula by a private solid waste collection company and disposed of at the Toland Road Landfill (operated by the Ventura Regional Sanitation District), Chicquita Canyon Landfill (operated by Chicquita Canyon, Inc.), and Del Norte Regional Recycling and Transfer Station (operated by the City of Oxnard). The Toland Road landfill has a total capacity of 30 million cubic yards, with a remaining capacity of 10.4 million cubic yards as of 2016. The

County has estimated that the landfill will reach capacity in approximately 2028.[30] In 2017 Los Angeles County approved a permit for the Chiquita Canyon Landfill, allowing the landfill to accept an average of 8,974 tons per day through 2024 and an average of 5,769 from 2025 through 2047.[31] Specific Plan Amendment No. 4 includes policies that support recycling to reduce the amount of solid waste sent to the landfill.

The proposed amendment to the East Area 1 Specific Plan would increase the number of housing units allowed within the Specific Plan area from 1,500 to 2,050 units and would eliminate commercial and industrial uses. As shown in **Table 3.11-7: Solid Waste Generation**, the proposed land use changes would result in a net decrease in solid waste generation for the Specific Plan area from the land uses analyzed in the 2015 East Area 1 SP SEIR. For these reasons, no new significant impacts or substantial increase in the severity of the impacts on solid waste would result from the proposed amendment.

TABLE 3.11-7
SOLID WASTE GENERATION

Land Use	2015 East Area 1 SP SEIR			2023 East Area Specific Plan SP-3		
	Total Units	Area (sq. ft.)	Solid Waste Generation	Total Units	Area (sq. ft.)	Solid Waste Generation
Residential	1,500		2,825.1 tons/unit/yr[a]	2,050		3,080.58 tons/unit/yr[a]
Commercial/ Industrial		240,000	2,592 tons/sq. ft./yr[b]		0	0 tons/sq. ft./yr
TOTAL			**5,417.1 tons/yr**			**3,080.58 tons/yr**

a. Single-family residential solid waste generation rate is 2.04 tons/unit/yr, multifamily residential solid waste generation rate is 1.17 tons/unit/yr.

b. Commercial/Industrial solid waste generation rate is 0.0108 tons/sq. ft./yr.

Source: Ventura County Solid Waste Management Department. *Guidelines of Preparation of Environmental Assessments for Solid Waste Impacts*. May 1998.

30 City of Santa Paula, General Plan, Public Services and Utilities, https://www.spcity.org/DocumentCenter/View/1713/2040-General-Plan-Section-6---Public-Services-and-Utilities-Element. Accessed January 2024.

31 City of Santa Paula, General Plan, Public Services and Utilities, https://www.spcity.org/DocumentCenter/View/1713/2040-General-Plan-Section-6---Public-Services-and-Utilities-Element. Accessed January 2024.

3.12 GREENHOUSE GAS

		Certified EIR Impact Conclusion	*Proposed Project Impact Conclusion*	*Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?*	*Any New or Changed Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*
a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Less than Significant	Less than Significant	No	No	No
b)	Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Less than Significant	Less than Significant	No	No	No

The 2008 East Area 1 SP FEIR did not evaluate the impacts of greenhouse gas (GHG) emissions. At the time the document was certified, analysis of emissions of GHG and associated global climate change impacts was not required under CEQA.

In addition, GHGs were not identified as air pollutants under the Federal Clean Air Act[32] and the California Clean Air Act.[33] On June 19, 2008, the Governor's Office of Planning and Research (OPR) issued a technical advisory as interim guidance regarding the analysis of GHG emissions in CEQA documents.[34] The advisory indicated that a project's GHG emissions, including those associated with vehicular traffic, energy consumption, water usage, and construction activities, should be identified and estimated. The advisory further recommended that the lead agency determine significance of the impacts and impose all mitigation measures necessary to reduce GHG emissions to a less than significant level.

OPR adopted CEQA guidelines that became effective on March 18, 2010, however neither a threshold of significance or any mitigation measures are included in the provided guidelines.[35] The guidelines require a lead agency to make a good-faith effort, based on the extent possible on scientific and factual data, to describe, calculate, or estimate the amount of GHG emissions resulting from a project. Discretion is given to the lead agency whether to:

32 Environmental Protection Agency, Summary of the Clean Air Act, https://www.epa.gov/laws-regulations/summary-clean-air-act. Accessed July 2023.

33 State of California Department of Justice, Clean Air Act, https://oag.ca.gov/environment/clean-air. Accessed January 2024.

34 Governor's Office of Planning and Research, Technical Advisory – CEQA and Climate change: Addressing Climate Change through California Environmental Quality Act, https://opr.ca.gov/ceqa/ceqa-climate-change.html. Accessed January 2024.

35 Governor's Office of Planning and Research, Technical Advisory – CEQA and Climate change: Addressing Climate Change through California Environmental Quality Act, https://opr.ca.gov/ceqa/ceqa-climate-change.html. Accessed January 2024.

1) use a model or methodology to quantify GHG emissions resulting from a project, and which model or methodology to use; or

2) rely on a qualitative analysis or performance-based standards. Section 15064.4(b) states that the lead agency should focus on the reasonably foreseeable incremental contribution of the project's emissions to the effects of climate change.

The analysis should consider a timeframe appropriate for the project and must reasonably reflect evolving scientific knowledge and state regulatory schemes (14 CCR 15064.4[b]).[36] Furthermore, three factors are identified that should be considered in the evaluation of the significance of GHG emissions:

1. The extent to which a project may increase or reduce GHG emissions as compared to the existing environmental setting;
2. Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project; and
3. The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of GHG emissions.

Furthermore, while project- and cumulative level- significance determinations are provided below, it is generally recognized that global climate change and a project's GHG emissions are inherently cumulative issues, based on the science of global climate change.[37]

The 2015 East Area 1 SP SEIR evaluated GHG emissions based on the methodology and thresholds of the VCAPCD as relied upon by the city of Santa Paula. However, neither VCAPCD nor the City of Santa Paula has adopted GHG emissions thresholds, and no GHG emissions reduction plan with established GHG emissions reduction strategies has yet been adopted.

The VCAPCD has issued guidance on the use of GHG thresholds for CEQA documents. Among the approaches, VCAPCD supports the use of the Bay Area Air Quality Management District's (BAAQMD) quantitative GHG emissions thresholds which have established a maximum allowable quantity of emissions per capita or "service population." One threshold – 6.6 metric tons CO2E/year per service population (defined to include both residents and employees) – applies to General Plans. A second and lower threshold – 4.6 metric tons CO2E/year per service population – applies to all other land use projects. The 2015 East Area 1 SP SEIR analysis utilized the 4.6 metric tons CO2E/year per service population threshold.

36 California Code of Regulations (CCR), sec. 15064.4, Determining the Significance of Impacts from Greenhouse Gas Emissions.

37 See, for example, Letter from Cynthia Bryant, Director of the Governor's Office of Planning and Research to Mike Chrisman, California Secretary for Natural Resources, dated April 13, 2009.

The 2015 East Area 1 SP SEIR concluded that potential impacts of the generation GHG emissions on the environment would be less than significant since construction and operational GHG emissions would not exceed business as usual methodologies.

The 2015 East Area 1 SP SEIR also found that the Project would incorporate energy and water efficiency design features to enhance efficiency in all aspects of a building's life cycle. These designs would increase the energy efficiency, water efficiency, and overall sustainability of all buildings constructed within the Specific Plan Area. The Project would meet or exceed Title 24 energy requirements by 15 percent consistent with the Voluntary Green Building Program. For these reasons, the Project would not conflict with an applicable plan, policy, or regulation. Impacts would be less than significant.

Construction

One-time, short-term emissions associated with construction activities are converted to average annual emissions by amortizing them over the service life of a building. For buildings in general, it is reasonable to look at a 30-year timeframe because this is a typical interval before a new building requires its first major renovation.[38] This is done in order to include these emissions as part of the annual total operational emissions. Therefore, construction related GHG emissions resulting from continued construction in the Specific Plan area with the proposed amendment are annualized over a 30-year period.

The proposed Specific Plan Amendment No. 4 would replace the approved commercial and business park land uses with residential uses and increase the allowable residential units within the Specific Plan area from 1,500 to 2,050.

Construction GHG emissions were estimated using CalEEMod. Comparisons of emissions for the proposed Specific Plan Amendment No. 4 are presented in **Table 3.12-1: Construction GHG Emission Comparisons**. As shown in **Table 3.12-1**, GHG emissions would decrease approximately 35,867 MTCO2e. This is due to the increasingly efficient equipment and the implementation of more stringent GHG reducing plans, such as California Air Resources Board's (CARB) 2022 Scoping Plan Update, which outlines a path to reducing GHG emissions.

As the proposed Specific Plan Amendment No. 4 would not increase construction emissions and, for this reason, no new or substantially more significant impacts would result from the proposed amendment.

38 International Energy Agency (IEA), Energy Efficiency Requirements in Building Codes, Energy Efficiency Policies for New Buildings, IEA Information Paper (2008), https://www.iea.org/reports/energy-efficiency-requirements-in-building-codes-policies-for-new-buildings. Accessed July 2023.

TABLE 3.12-1
CONSTRUCTION GHG EMISSIONS COMPARISONS

Construction Year	Adopted Specific Plan	Proposed Specific Plan Amendment	Difference
First Year	7,317.4	3,900.0	-3,417.4
Second Year	9,247.7	3,181.0	-6,066.7
Third Year	8,803.9	2,995.0	-5,808.9
Fourth Year	6,692.9	2,947.0	-3,745.9
Fifth Year	5,730.2	2,885.0	-2,845.2
Sixth Year	5,579.7	2,829.0	-2,750.7
Seventh Year	5,528.0	2,776.0	-2,752.0
Eighth Year	5,463.0	2,732.0	-2,731.0
Ninth Year	5,768.9	2,894.0	-2,874.9
Tenth Year	5,954.3	2,938.0	-3,016.3
Eleventh Year	-	1,42.0	-
Total Emissions	**66,086.0**	**30,219.0**	**-35,867.0**
Annualized over Project Lifetime	2,202.9	1,007.3	-1,195.6

Refer to **Appendix B** of this Addendum for Air Quality and Greenhouse Gas CalEEMod Output Sheets.

Abbreviation: MTCO2e = metric tons of carbon dioxide emissions

As shown in **Table 3.12-1,** construction emissions resulting for the proposed changes in the Specific Plan would decrease by approximately 1,196 MTCO2e per year when compared to the 2015 East Area 1 SP SEIR. The resulting construction emissions would be less than those identified previously in the 2015 East Area 1 SP SEIR. Impacts from construction emissions were previously found to be less than significant without mitigation.

Operation

The changes proposed to the Specific Plan Amendment would result in a decrease of approximately 1,773.9 MTCO2e per year as shown in **Table 3.12-2: Operational GHG Emissions.** This represents a decrease of approximately 6.3% in GHG emissions due to the changes in land use. Additionally, a 4.6 metric tons CO2E/year per service population threshold was used to determine significance of GHG emission in the SEIR. As the proposed Project is estimated result in a 6,786 increase in population, resulting in a ratio 3.9 of CO2E per year which is below the 4.6 CO2E per year threshold.

TABLE 3.12-2
OPERATIONAL GHG EMISSIONS ($MTCO_2E$/YEAR)

Source	Adopted Specific Plan	Proposed Specific Plan Amendment	Difference
Construction (amortized)	2,202.9	1,007.3	-1,195.6
Mobile	15,045.3	18,027.0	2,981.7
Energy	8,130.0	6,411.0	-1,719.0
Area	19.8	27.0	7.2
Water	1,626.4	431.0	-1,195.4
Waste	1,193.5	541.0	-652.5
Total	**28,217.9**	**26,444.3**	**-1,773.6**

Refer to **Appendix B** for Air Quality and Greenhouse Gas CalEEMod Output Sheets.

Abbreviation: MTCO2e = metric tons of carbon dioxide emissions.

Adopted Mitigation Measure AQ-14 would be implemented, as discussed above. TDM fees will be paid to the City as compensation for exceeding the air quality emissions thresholds of significance, with the City investing in emission-reducing technologies and programs that would reduce air quality emissions in the region. In order to offset the increase in emissions, the amount of the financial contribution would also increase. Generally, a reduction in air quality emissions would have the co-benefit of also reducing GHG emissions. The City would implement additional trip reduction measures to help further reduce vehicle-related emissions.

As the proposed 6.3% decrease in GHG emissions that would result from the proposed Specific Plan Amendment No. 4 is less than the GHG emissions identified in the 2015 East Area 1 SP SEIR, the proposed amendment would not result in a substantial increase in the severity of GHG impacts identified for the East Area 1 Specific Plan Project in the 2015 East Area 1 SP SEIR.

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3.13 ENERGY

		Certified EIR Impact Conclusion	*Proposed Project Impact Conclusion*	*Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?*	*Any New or Changed Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?*	*Any New Information Requiring New Analysis or Verification?*
a)	Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	Less than Significant	Less than Significant	No	No	No
b)	Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?	Less than Significant	Less than Significant	No	No	No

The 2008 East Area 1 SP FEIR did not evaluate the potential energy impacts of the project as energy was not identified as an environmental topic at that time.

Energy impacts related to electricity were evaluated in the Utilities/Service Systems section in the 2015 East Area 1 SP SEIR. The development of the Specific Plan would result in an increased demand for electrical services. Changes to electrical infrastructure would be needed as development increased. Upgrades and relocation of the on-site transmission's lines would involve the removal of wooden poles and trenching to install the underground lines. These construction activities are marginal and were included in the overall construction of the East Area 1 Project. Therefore, provision of electrical service to the Specific Plan Area was determined to result in less than significant impacts at that time.

OPR proposed comprehensive updates of the CEQA Guidelines to the California Natural Resources Agency in January 2018.[39] CEQA guidelines were finalized and updated to require additional analysis across multiple topics, including for energy impacts, effective December 28, 2018.[40] The guidelines require that energy consumption from projects be analyzed based on their usage being considered wasteful, inefficient, or unnecessary during the construction or operation. Additionally, analysis must consider a project's ability to conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

39 Governor's Office of Planning and Research, 2018 CEQA Guidelines Update. https://opr.ca.gov/ceqa/guidelines/updates.html. Accessed July 2023.

40 Governor's Office of Planning and Research, 2018 CEQA Guidelines Update. https://opr.ca.gov/ceqa/guidelines/updates.html. Accessed July 2023.

Construction

During construction, energy would be consumed in the form of electricity associated with the conveyance of water used for dust control, and on a limited basis, powering lights, electronic equipment, or other construction activities necessitating electrical power. Construction activities typically do not involve the consumption of natural gas. Construction would also consume energy in the form of petroleum-based fuels associated with the use of off-road construction vehicles and equipment within the Project site, construction worker travel, haul trips, and delivery trips.

Energy use during construction was estimated **in Appendix D: Energy Calculations**. As shown in **Table 3.13-1: Summary of Energy Use During Construction** and additionally discussed below, a total of approximately 14,614 kilowatt-hours (kWh) of electricity, 3,118,693 gallons of diesel fuel, and 2,226,942 gallons of gasoline is estimated to be consumed during construction.

TABLE 3.13-1
SUMMARY OF ENERGY USE DURING CONSTRUCTION

Fuel Type	Quantity
Electricity	
Water Conveyance	14,614 kWh
Diesel	
Off-Road Construction Equipment	353,076 gallons
On-Road Motor Vehicles	2,765,616 gallons
Total	**3,118,693 gallons**
Gasoline	
Off-Road Construction Equipment	0 gallons
On-Road Motor Vehicles	2,226,942 gallons
Total	**2,226,942 gallons**

Source: Refer to **Appendix D: Energy Calculations.**

Electricity

Southern California Edison (SCE) provides electricity to the Project area, including residential, commercial, and industrial uses. As shown in **Table 3.13-1**, a total of approximately 14,614 kWh of electricity is anticipated to be consumed during construction. The electricity demand at any given time would vary throughout the construction period based on the construction activities being performed and would cease upon completion of construction. In 2022, the County consumed 5,559 GWh and SCE consumed 31,104 Gigawatt hours (GWh).[41] The Project's increased demand will be adequately served by the existing SCE electrical facilities. Total electricity demand in SCE's service areas is forecast to increase

41 California Energy Commission, California Energy Consumption Database, accessed January 2024, https://ecdms.energy.ca.gov/

by approximately 23,000 GWh between 2019 and 2035.[42] The increase in electricity demand from the Project would represent an insignificant percent increase (i.e., less than a fraction of one percent) compared to overall demand in SCE's service area.

Transportation Energy

The petroleum-based fuel use summary provided in **Table 3.13-1** represents the amount of transportation energy that could potentially be consumed during construction based on a conservative set of assumptions. As shown, on- and off-road vehicles would consume an estimated 5,345,634 gallons of petroleum (3,118,693 gallons of diesel and 2,226,942 gallons of gasoline fuel) throughout the Project's construction period For purposes of comparison, the Energy Information Administration (EIA) forecasts a national oil supply of 17.8 million barrels (mb) per day in 2025, which is the first year of construction for the Project.[43] This equates to approximately 272,874 million gallons (mg) per year. Construction of the Project would account for less than 0.01 percent of the projected annual oil supply in 2025.

Operation

During operation of the Project, energy would be consumed for multiple purposes associated with the proposed uses, including, but not limited to, heating/ventilating/air conditioning (HVAC); refrigeration; lighting; and the use of electronics, equipment, and machinery. Energy would also be consumed during operation of the Project in the form of water usage, solid waste disposal, and vehicle trips, among others. As shown in **Table 3.13-2: Summary of Annual Energy Use During Operation**, the Project's energy demand would be approximately 13,682,524 kWh of electricity per year, 70,356,318 kBTU of natural gas per year, and 1,972,536 gallons of transportation fuel per year.

TABLE 3.13-2
SUMMARY OF ANNUAL ENERGY USE DURING OPERATION

Source	Units	Quantity
Electricity		
Single Family Housing	kWh/yr	4,970,782
Condo/Townhouse	kWh/yr	4,208,763
Apartments Low Rise	kWh/yr	1,175,511
High School	kWh/yr	657,845
City Park	kWh/yr	-
Water Conveyance	kWh/yr	2,669,623
Total Electricity	**kWh/yr**	**13,682,524**
Natural Gas		

42 California Energy Commission, California Energy Demand 2018 – 2030 Revised Forecast – Figure 49: Historical and Projected Baseline Consumption, SCE Planning Area, accessed January 2024, https://ecdms.energy.ca.gov/

43 U.S. Energy Information Administration, Annual Energy Outlook 2020: Table 11. Petroleum and Other Liquids Supply and Disposition, https://www.eia.gov/outlooks/aeo/data/browser/#/?id=11-AEO2020&cases=ref2020&sourcekey=0, accessed January 2024.

TABLE 3.13-2
SUMMARY OF ANNUAL ENERGY USE DURING OPERATION

Source	Units	Quantity
Single Family Housing	kBTU/yr	34,045,809
Condo/Townhouse	kBTU/yr	28,578,989
Apartments Low Rise	kBTU/yr	5,451,539
High School	kBTU/yr	2,279,981
City Park	kBTU/yr	0
Total Natural gas	**kBTU/yr**	**70,356,318**
Transportation Energy		
Diesel	Gallons/yr	279,907
Gasoline	Gallons/yr	1,692,629
Total Fuel	**Gallons/yr**	**1,972,536**

Notes: kWh/yr = kilowatt-hours per year; kBtu/yr = thousand British Thermal Units per year.

Electricity and Natural Gas for the Project is total yearly operational usage. Mobile gasoline and diesel usage were calculated using CalEEMod output data

Source: Refer to **Appendix D: Energy Calculations**.

Electricity

As shown in **Table 3.13-2**, the Project would result in a demand for electricity totaling 13,682,524 kWh (13.7 GWh) per year. SCE estimates that electricity consumption within its planning area will be approximately 127,000 GWh annually by 2030.[44] The Project would account for less than 0.01 percent of the 2030 annual consumption in SCE's planning area. As such, the Project would account for a negligible portion of the projected annual consumption in SCE's planning area.

Natural Gas

Natural gas service would be provided to the Project site by Southern California Gas Company (SoCalGas). As shown in **Table 3.13-2** above, development of the Project is projected to generate an on-site demand for natural gas totaling 70,356,318 kBTU or 70.3 million cubic feet (MMcf) per year. Based on the 2022 California Gas Report, the California Energy and Electric Utilities estimates natural gas supply within SoCalGas' planning area will be approximately 1,377,875 million cubic feet (MMcf) per year in 2035.[45] The proposed Project would account for less than 0.01 percent of the 2035 annual forecasted supply in SoCalGas' planning area. Accordingly, natural gas demand during operation would be less than significant.

44 CEC, Demand Analysis Office, California Energy Demand 2018-2030 Revised Forecast, https://efiling.energy.ca.gov/getdocument.aspx?tn=223244. Accessed January 2024.

45 California Gas and Electric Utilities, 2022 California Gas Report https://www.socalgas.com/sites/default/files/Joint_Utility_Biennial_Comprehensive_California_Gas_Report_2022.pdf. Accessed November 2023.

Transportation Energy

The proposed changes to the Specific Plan would replace the commercial and business park uses currently allowed by the Approved Specific Plan with additional residential uses. As the proposed Specific Plan Amendment No. 4 includes revisions to the already Approved Specific Plan that would increase the number of residential units while removing commercial and industrial uses, the changes in land use would not substantially impact energy demands.

Additionally, the proposed Specific Plan Amendment No. 4 would meet all currently applicable energy conservation standards including the Building Energy Efficiency Standards adopted by the California Energy Commission (Title 24 of the California Administrative Code).[46] Building development would be required to comply with the most recently adopted Title 24 Standards. As such, it would not conflict with any state or local plan for renewable energy or energy efficiency.

Based on the analysis above, no new significant impacts or substantial increase in the severity of the impacts relating to energy identified in the SEIR[47] would result from the proposed amendment.

46 California Energy Commission, 2022 Building energy Efficiency Standards, https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency. Accessed July 2023.

47 City of Santa Paula, East Area 1 Specific Plan Amendment Supplemental Environmental Impact Report (2014), https://www.spcity.org/DocumentCenter/View/575/Draft-Supplemental-Environmental-Impact-Report-PDF. Accessed July 2023.

APPENDIX A

Traffic Study

FEHR PEERS

Memorandum

Date: June 15, 2023

To: David Lauletta, Lewis Management Corp.
Tony Locacciato, Meridian Consultants

From: Netai Basu, John Muggridge and Yunjie Luo

Subject: Vehicle Miles Traveled (VMT) Analysis
Proposed Changes to Harvest at Limoneira Project

Ref. LA21-3280

Introduction

This memorandum summarizes a VMT assessment and transportation impact analysis completed for proposed changes to the approved East Area 1 Specific Plan in the City of Santa Paula, California. The analysis identifies the changes between the VMT that would be generated by the uses currently allowed by the East Area 1 Specific Plan (Specific Plan) and the uses that would be allowed with the proposed amendment to the Specific Plan.

Project Background

In 2008 the City of Santa Paula approved the East Area 1 Specific Plan to guide the development of approximately 500 acres located east of Santa Paula Creek and north of Telegraph Road with new residential neighborhoods, public facilities, commercial and business park uses. The City approved a specific plan amendment in 2015 that reconfigured the planning areas within the Specific Plan area, maintained the amount of residential allowed and reduced the intensity of commercial and business park development. The East Area 1 Specific Plan also includes sites for the development of new public facilities which include schools, parks, and a fire station.

An amendment to the Specific Plan is proposed that would increase the number of housing units. The acreage of parks and open space would remain unchanged, and 8.3 acres of land would continue to be reserved for the development of a new high school. With the proposed amendment, development of new office, light industrial and retail space would no longer be allowed. Since approval of the 2015 Specific Plan amendment, Santa Paula Unified School District determined the property reserved for development of an elementary school was no longer needed and residential development of this site was approved. The proposed amendment reflects this change. Table 1 presents detailed information on the uses allowed by the approved Specific Plan as defined and analyzed in the transportation study in the 2015 Supplemental EIR and the uses that would be allowed by the proposed amendment.

This memo summarizes the project VMT analysis methodology and results, consistent with the Office of Planning and Research (OPR) VMT Technical Advisory[1] and the City's General Plan[2] Policy CM 1.6 to reduce VMT:

- *Reduce VMT. Support development and transportation improvements that help reduce per capita VMT and meet the needs of roadway users of all modes and abilities. Utilize per capita VMT as the determinant of operational and environmental impact significance for development projects.*

Table 1. Approved and Proposed Land Uses

Land Use	As Approved	As Proposed
Single-family residences	1,100 Dwelling Units	784 Dwelling Units
Condominium residences	150 Dwelling Units	966 Dwelling Units
Apartments	250 Dwelling Units	300 Dwelling Units
Sports parks	35 Acres	35 Acres
Undeveloped city parks and open space	39.9 Acres	39.9 Acres
High school	Assumed to serve 800 students	Assumed to serve 800 students
Elementary School	Assumed to serve 900 students	n/a
Assisted Living	150 Dwelling Units	n/a
Office	100,000 Square Feet	n/a
Light Industrial	25,000 Square Feet	n/a
Retail	20,000 Square Feet	n/a

Vehicle Miles Traveled Background

The Governor's Office of Planning and Research (OPR) added Section 15064.3 to the CEQA Guidelines on December 28, 2018. It states that vehicles miles traveled (VMT) is the appropriate measure of transportation impacts for projects subject to CEQA effective July 1, 2020. The City of Santa Paula has not developed or adopted a new process for analyzing the transportation impacts of land use and transportation projects. For this reason, this analysis follows the guidance in the CEQA Guidelines and in the OPR Technical Advisory. OPR provides recommendations for analyzing land use projects that are residential, office or retail in nature. It identifies methods for screening out projects from VMT analysis and gives guidance which a lead agency may use when selecting significance thresholds appropriate for its jurisdiction. For the purposes of SB 743, VMT to be analyzed is generated by on-road passenger vehicles, specifically cars and light-duty trucks.

[1] "Technical Advisory on Evaluating Transportation Impacts in CEQA" (December 2018) accessed at https://opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf

[2] https://spcity.org/DocumentCenter/View/1710/2040-General-Plan-Section-3---Circulation-and-Mobility- Element

VMT Analysis Methodology

The project involves a proposed amendment to an approved Specific Plan project analyzed in an Environmental Impact Report (EIR). In accordance with CEQA Guidelines Sections 15162 – 15164 when an EIR has been certified for a project, and changes are proposed to an approved project, analysis of the potential impacts of the changes to the project should be completed.

As analysis of VMT to determine transportation impacts was not required when the 2008 East Area 1 Specific Plan EIR and 2015 East Area 1 Supplemental EIR were prepared, VMT estimates for the approved Specific Plan and the proposed Specific Plan Amendment were prepared to identify the change in VMT that would result from the proposed Specific Plan Amendment. The same methodology outlined in the OPR recommended guidelines was used. Because the project as approved and the project as proposed each include a mix of residential and non-residential land uses, rather than a single land use, the following analysis metrics were analyzed:

- **Residential Uses** – VMT per resident calculated as the total home-based productions VMT divided by the population of the project.
- **Employment Uses** – VMT per employee calculated as the total home-based work attractions and work-based other productions VMT divided by the total number of employees of the project.
- **Total VMT per Service Population** – Total origin/destination VMT divided by the sum of residents and employees of the project.

Calculating Project VMT

Fehr & Peers used the Ventura County Travel Model (VCTM) to conduct VMT analysis for the project. The model has a base year of 2016 and a horizon year of 2040. The model was last updated by VCTC in 2021 and is a countywide based on the 2016 SCAG RTP/SCS model. It is a trip-based, four-step model which calculates trip generation, trip distribution, mode split and trip assignment to estimate traffic volumes and VMT across a network. The model has a total of 1,079 transportation analysis zones (TAZs), including 663 in Ventura County. The City of Santa Paula is included in all or part of 20 TAZs. **Figure 1** below shows the zone structure and roadway network in the base year model in and around the city.

As can be seen, the area at the eastern end of the city where the East Area 1 Specific Plan Area is located did not include the completed extension of Hallock Drive north of Telegraph Road nor the planned eastward extension of Santa Paula Street. The TAZs at the eastern end of the city do not fully represent the anticipated development in the annexation areas that expanded the city including East Area 1, where the East Area 1 Specific Plan Area is located, and the adjacent East Area Two Planning Area.

To properly represent this area of the city in the model Fehr & Peers added network detail and modified the socio-economic data (SED) to include the East Area 1 Specific Plan project. The approved and proposed mixes of land uses were converted to SED using factors on persons per household and employment intensity in the model. The network modifications are illustrated in **Figure 2** and the changes made to the VCTM are described below.

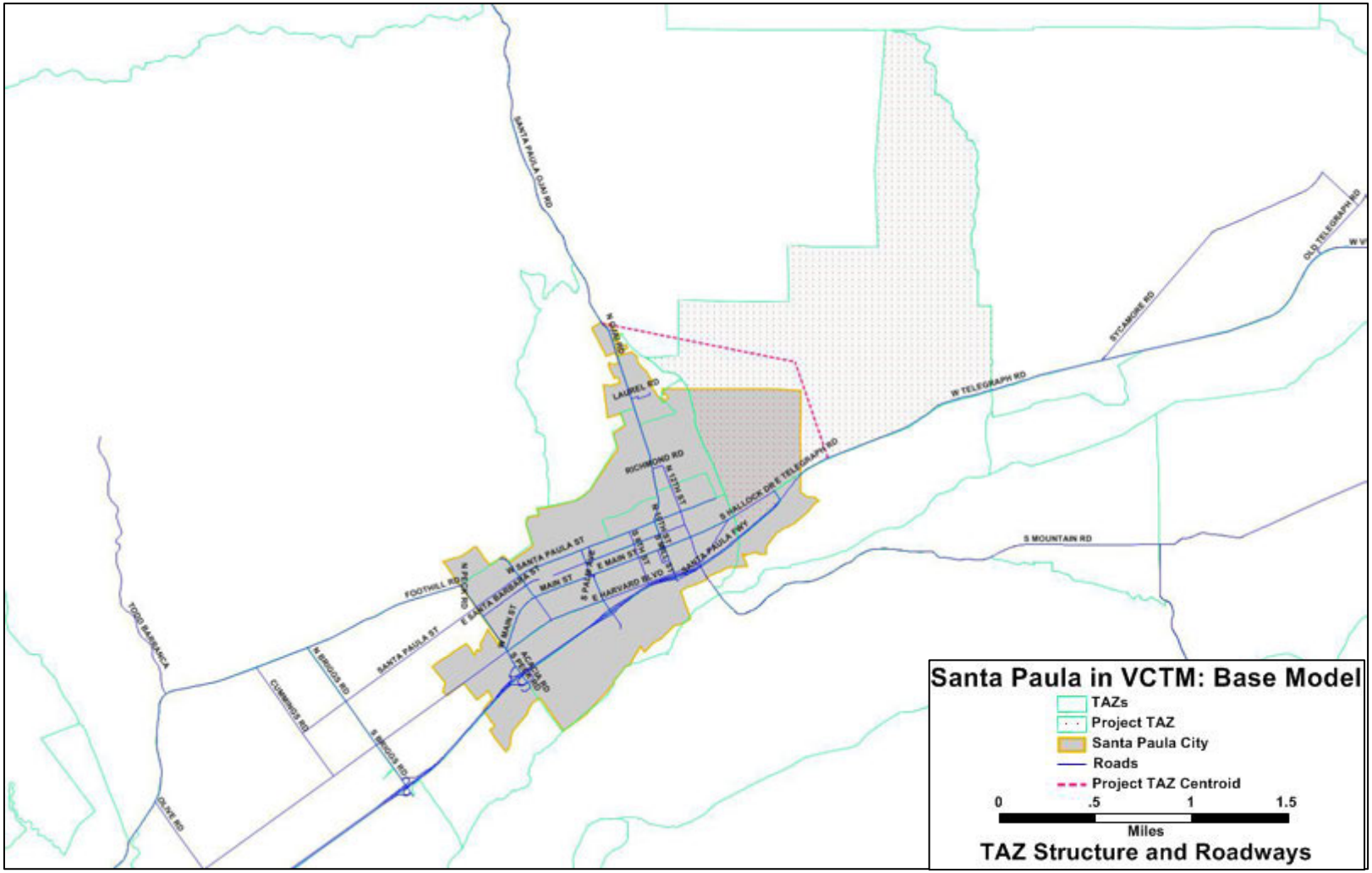


Figure 1. Base Model: Project TAZ Structure and Roadways

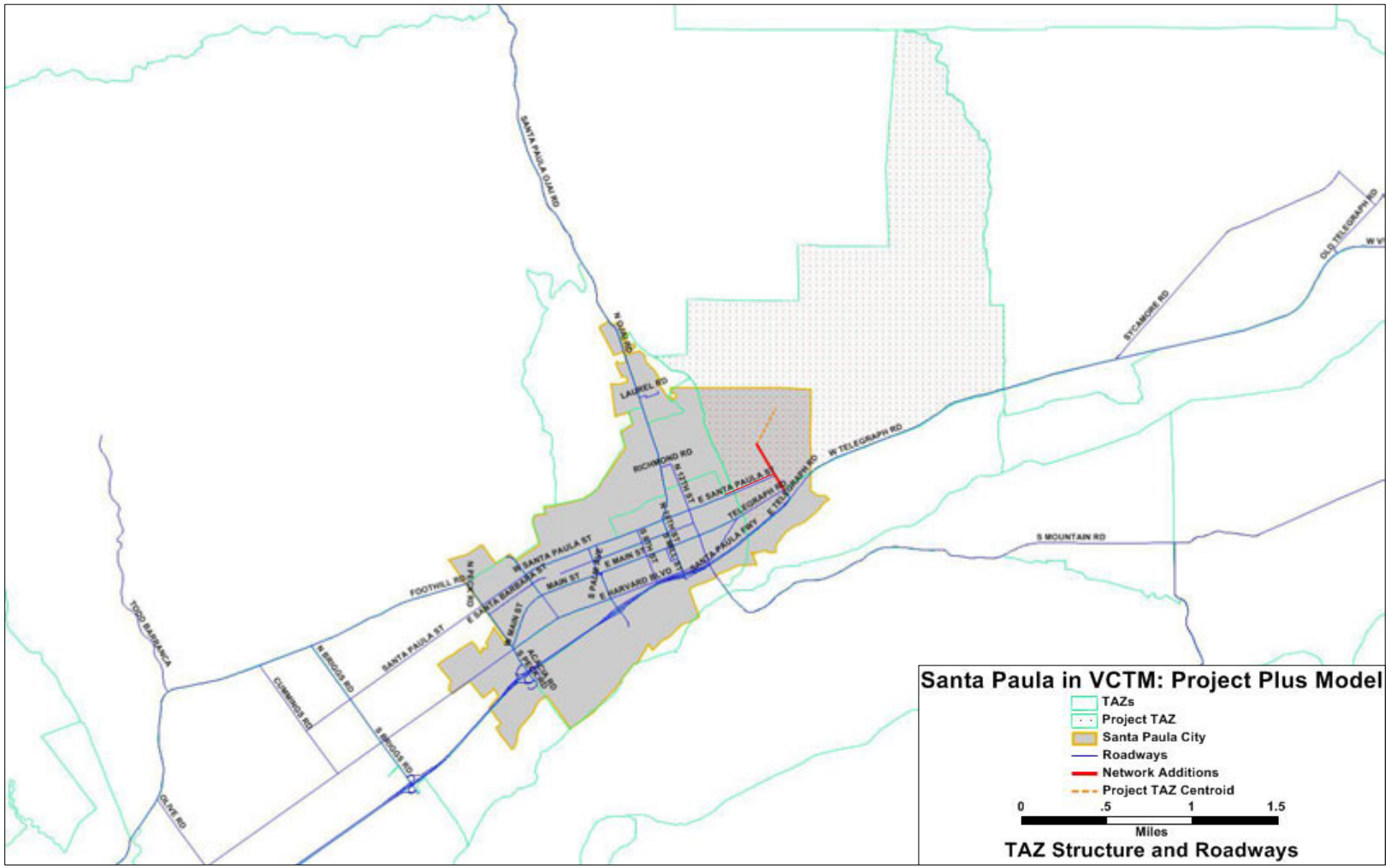


Figure 2. Project Plus Model: Project TAZ Structure and Roadways

- Moved the existing land uses in the project TAZ to a neighboring TAZ
- Added the existing (2023) development in the East Area 1 Specific Plan Area
- Modified the base year roadway network to extend Hallock Drive
- Modified the SED in other areas of Santa Paula to reflect the current development projects and long-term build out listed in **Table 2** and shown in **Figure 3**
- Modified the future roadway network to extend Santa Paula Street
- Added the remainder of the full mix of approved land uses
- Added the remainder of the full mix of proposed land uses

Following these modifications, the base year model was run with the existing development in the East Area 1 Specific Plan Area. The future year model was run with the project as approved and with the project as proposed. The results of the base year plus existing scenario were interpolated between 2016 and 2040 to develop estimates for existing (2023) conditions. The results of the analysis are presented in **Table 3**.

Project VMT Results

This section summarizes the VMT analysis for the East Area 1 Specific Plan Area project based on the methodology described above. **Table 3** on the following page shows the project VMT for the following metrics:

1) Residential VMT per resident,
2) Work VMT per employee, and
3) Total VMT per service population.

As shown in **Table 3**, the proposed changes in the mix of land uses allowed by the East Area 1 Specific Plan would result in an increase in population and residential home-based VMT, a reduction in employment and work VMT per employee, and overall, a reduction in VMT per service population (i.e., population and employees) from 22.2 to 21.8.

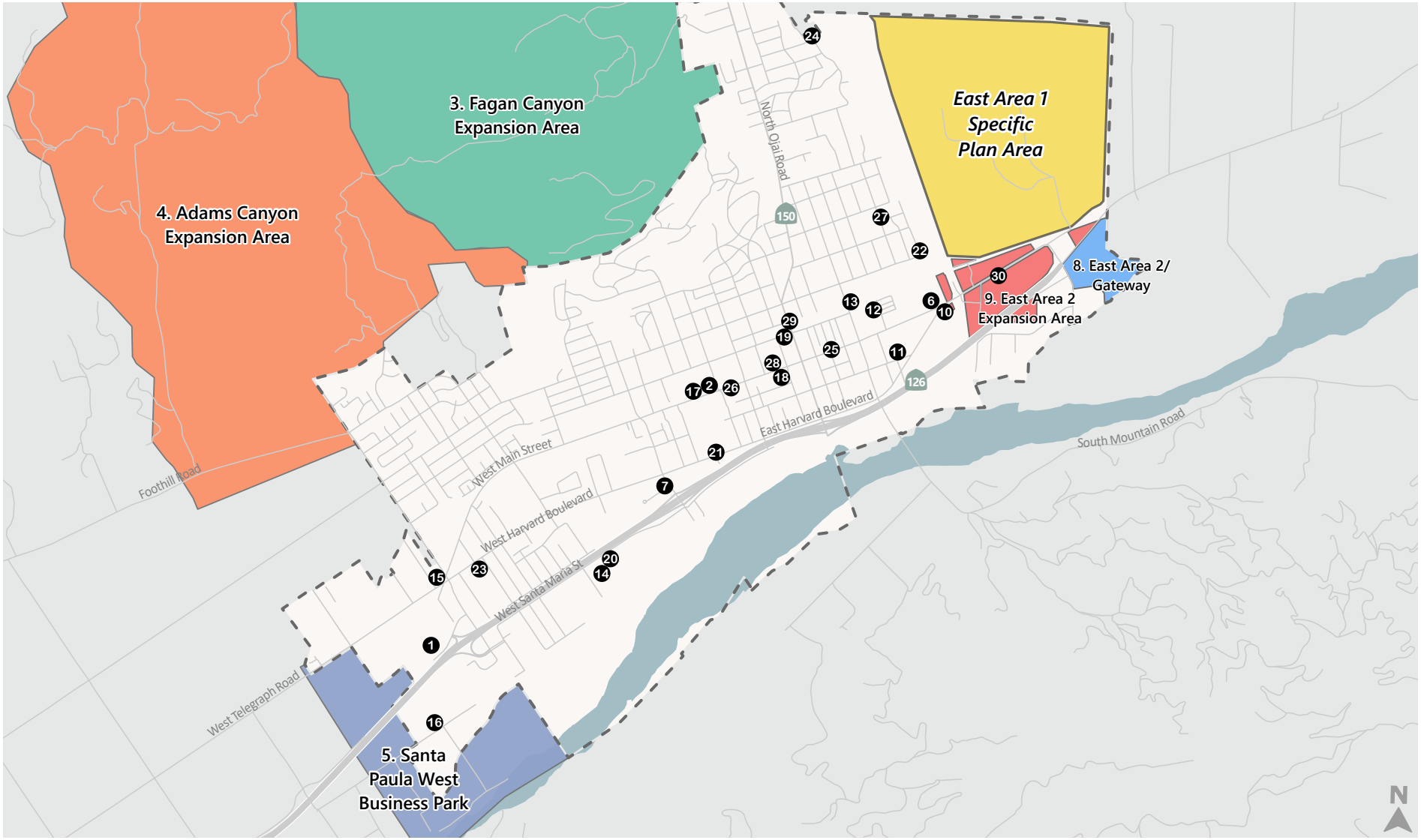
Table 2. Related Development Projects

No.	Location	Description	Type	Size	
1	Faulkner Rd.	Former K-Mart site	Condominiums	237	du
		Remove existing retail		71.257	ksf
2	605 Main	Apartments - Senior	Apartments	27	du
3	East of Dickenson Rd and	Fagan Canyon Project	Single Family Units	450	du
			Retail	76.2	ksf
			Active Parks	32	ac
			School	10	ac
			Passive Open Space	208	ac
4	Adams Canyon Rd.	Adams Canyon Project	Single Family Units	495	du
	North of Foothill Rd.		Public Elementary School	40	ac
			Public Middle School	300	su
			Public Recreational facilities	100	ac
			Destination Resort Hotel	150	rooms
			Golf Course	18	hole
			Public Passive Open Space	200	ac
5	Telegraph Rd./Briggs Rd.	Santa Paula West Business Park	Light Industrial	683.173	ksf
			Retail	18.405	ksf
6	1445 East Main St.	Motel	Motel reuse to tiny homes for homeless	16	rooms
7	310 S. Palm	Coffee/Donut Shop0	Commercial	1.8	ksf
8	East Area 2/Gateway	Hospital	Medical	40	rooms
		Medical Office	Medical Office	71	ksf
		Active Adult Apts/Assisted Living	Residential	80	du
		Senior Townhomes	Residential	28	du
		Assume 100-room hotel	Commercial	100	Keys
		Ambulatory Surgery Center	Medical	8.5	ksf
		Retail/Office	Retail/Office	8.5	ksf
		Skilled Nursing Facility	Medical	40	rooms
9	East Area 2 Expansion Area		Retail	123.314	ksf
			Light Industrial/Business Park	308.95	ksf
			Industrial	56	ksf
10	1498 Harvard Blvd	Homeless Center Improvements*	Residential	0.34	acres
11	1301 Ventura St	Industrial Building*	Commercial	0.37	acres

Table 2. Related Development Projects (Continued)

No.	Location	Description	Type	Size	
12	132 N 13th St	Battery Energy Storage	Commercial	15,000	sq. ft.
13	211 12th St	Battery Energy Storage	Commercial	15,000	sq. ft.
14	326 W Santa Maria St	Industrial Building*	Commercial	9.9	acres
15	811 W Telegraph Rd	Behavioral Health Facility	Commercial	16	beds
16	630 Todd Lane	Industrial Building	Commercial	60,000	sq. ft.
17	525 E Main St	Alcohol/Drug Treatment	Commercial	6-8	beds
18	926 E Main St	Restaurant - Paseo Café*	Commercial	0.07	acres
19	133 N Mill St	Restaurant and Catering*	Commercial	0.77	acres
20	324 E Santa Maria St	Self-Storage	Commercial	40,000	sq. ft.
21	500-550 Harvard Blvd.	Medical Office	Commercial	30,000	sq. ft.
22	Grant Line St/Santa Paula St	Single Family Residential w/ ADU	Residential	9	SFD
23	714 W Harvard	Apartment Affordable	Residential	68	Apt units
24	Forest Dr / Cliff Dr	Single Family Residential Luxury	Residential	19	SFD
25	11th / Main St.	Single Family townhomes	Residential	10	SFA
26	720 Main St.	Apartment Affordable	Residential	12	Apt units
27	14th St / Prieto St	Single Family affordable	Residential	6	SFD
28	927-929 E Main St	Apartments over retail	Residential	6	Apt units
29	10th St Plaza (at Railroad Ave)	Adaptive Reuse apartments	Residential	20	Apt units
30	18004 E Telegraph Rd	Market / Affordable	Residential	298	Apt units

* Assumed development at 0.35 FAR to estimate square footage.
Source: City of Santa Paula and Meridian Consultants



Project Site

City Boundary

Related Projects

3. Fagan Canyon Expansion Area

4. Adams Canyon Expansion Area

5. Santa Paula West Business Park

8. East Area 2/Gateway

9. East Area 2 Expansion Area

Other Related Projects

Figure 3

Related Development Projects

Table 3. Project VMT Metrics with Project as Approved and Project as Proposed

Metric	Existing (2023)	2040 with Approved Project	2040 with Proposed Project	Difference
Population	1,574	3,875	4,983	1,108
Employees	13	218	42	-176
Service Population	1,587	4,093	5,025	932
Residential Home-Based VMT	32,414	65,343	92,527	27,184
Employment VMT (excluding WBO)	179	2,600	370	-2,230
Total VMT	38,042	90,842	109,664	18,822
Residential VMT per Resident	20.6	16.9	18.6	1.7
Work VMT per Employee	13.5	11.9	8.8	-3.1
Total VMT per Service Population	**24.0**	**22.2**	**21.8**	**-0.4**

* WBO = work-based other productions

Source: *Fehr & Peers, 2023.*

APPENDIX B

Air Quality and GHG CalEEMod Output Sheets

East Area 1 Custom Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	East Area 1
Construction Start Date	1/1/2025
Operational Year	2036
Lead Agency	—
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	2.70
Precipitation (days)	7.20
Location	34.3683147552355, -119.04932752254811
County	Ventura
City	Santa Paula
Air District	Ventura County APCD
Air Basin	South Central Coast
TAZ	3408
EDFZ	8
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas
App Version	2022.1.1.21

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description

Single Family Housing	784	Dwelling Unit	252	1,528,800	9,182,880	—	2,360	—
Condo/Townhouse	966	Dwelling Unit	0.00	1,023,960	0.00	—	2,908	—
Apartments Low Rise	300	Dwelling Unit	0.00	318,000	0.00	—	903	—
High School	800	Student	20.2	106,129	0.00	0.00	—	—
City Park	225	Acre	225	0.00	0.00	0.00	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	12.6	38.8	64.2	136	0.14	2.25	23.7	26.0	2.08	7.08	9.16	—	33,484	33,484	1.29	1.81	89.2	34,143
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	12.6	38.8	65.8	129	0.14	2.25	23.7	26.0	2.08	7.08	9.16	—	32,734	32,734	1.34	1.81	2.31	33,308
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	8.69	27.6	45.0	89.9	0.10	1.52	16.6	18.1	1.41	4.87	6.28	—	23,121	23,121	0.93	1.29	27.5	23,555
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.59	5.03	8.20	16.4	0.02	0.28	3.02	3.30	0.26	0.89	1.15	—	3,828	3,828	0.15	0.21	4.55	3,900

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	12.6	10.9	64.2	136	0.14	2.25	23.7	26.0	2.08	7.08	9.16	—	33,484	33,484	1.29	1.81	89.2	34,143
2026	8.20	7.13	30.6	99.1	0.09	0.80	18.4	19.2	0.70	4.40	5.09	—	27,501	27,501	0.47	1.67	80.3	28,091
2027	7.01	6.07	22.5	83.5	0.08	0.44	18.2	18.7	0.36	4.35	4.72	—	25,372	25,372	0.41	1.65	71.6	25,947
2028	6.32	5.87	21.0	79.4	0.08	0.35	18.2	18.6	0.33	4.35	4.68	—	24,914	24,914	0.38	1.60	64.4	25,465
2029	6.13	5.70	19.7	75.2	0.08	0.33	18.2	18.5	0.31	4.35	4.66	—	24,452	24,452	0.37	1.60	57.7	24,996
2030	5.84	4.98	19.2	71.6	0.08	0.31	18.2	18.5	0.29	4.35	4.65	—	23,988	23,988	0.37	1.55	51.3	24,509
2031	5.60	4.77	18.0	67.5	0.08	0.30	18.2	18.5	0.28	4.35	4.63	—	23,533	23,533	0.35	1.04	45.3	23,898
2032	5.41	4.58	17.4	64.4	0.08	0.28	18.2	18.5	0.26	4.35	4.61	—	23,106	23,106	0.35	0.99	39.8	23,449
2033	5.54	38.8	17.7	71.8	0.08	0.26	21.4	21.7	0.25	5.11	5.36	—	25,710	25,710	0.35	1.01	40.3	26,059
2034	5.33	38.6	17.2	68.8	0.08	0.25	21.4	21.7	0.24	5.11	5.35	—	25,291	25,291	0.35	0.95	35.0	25,619
2035	0.75	34.3	1.17	9.42	< 0.005	0.01	3.24	3.24	0.01	0.76	0.76	—	2,957	2,957	0.03	0.02	4.17	2,967
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	12.6	10.8	65.8	129	0.14	2.25	23.7	26.0	2.08	7.08	9.16	—	32,734	32,734	1.34	1.81	2.31	33,308
2026	8.19	7.09	32.1	92.2	0.09	0.80	18.4	19.2	0.70	4.40	5.09	—	26,777	26,777	0.52	1.70	2.08	27,299
2027	6.97	6.01	23.4	77.0	0.08	0.44	18.2	18.7	0.36	4.35	4.72	—	24,671	24,671	0.43	1.68	1.85	25,185
2028	6.26	5.81	22.0	73.2	0.08	0.35	18.2	18.6	0.33	4.35	4.68	—	24,227	24,227	0.43	1.63	1.67	24,724
2029	6.09	5.14	21.2	69.3	0.08	0.33	18.2	18.5	0.31	4.35	4.66	—	23,778	23,778	0.40	1.63	1.50	24,275
2030	5.81	4.92	20.0	66.0	0.08	0.31	18.2	18.5	0.29	4.35	4.65	—	23,326	23,326	0.40	1.55	1.33	23,799
2031	5.59	4.73	18.9	62.7	0.08	0.30	18.2	18.5	0.28	4.35	4.63	—	22,883	22,883	0.37	1.55	1.18	23,355
2032	5.40	4.55	17.8	59.9	0.08	0.28	18.2	18.5	0.26	4.35	4.61	—	22,466	22,466	0.37	1.49	1.03	22,922

2033	5.53	38.8	18.7	66.8	0.08	0.26	21.4	21.7	0.25	5.11	5.36	—	24,952	24,952	0.42	1.01	1.05	25,264
2034	5.32	38.6	17.7	63.6	0.08	0.25	21.4	21.7	0.24	5.11	5.35	—	24,544	24,544	0.38	0.95	0.91	24,839
2035	0.75	34.3	1.29	8.62	< 0.005	0.01	3.24	3.24	0.01	0.76	0.76	—	2,833	2,833	0.04	0.02	0.11	2,839
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	8.69	7.44	45.0	89.9	0.10	1.52	16.6	18.1	1.41	4.87	6.28	—	23,121	23,121	0.93	1.29	27.5	23,555
2026	5.61	4.86	21.2	63.4	0.06	0.50	13.0	13.5	0.43	3.12	3.55	—	18,818	18,818	0.34	1.21	24.7	19,212
2027	4.96	4.28	16.7	55.1	0.05	0.32	12.9	13.3	0.26	3.09	3.35	—	17,700	17,700	0.31	1.20	22.1	18,087
2028	4.49	4.18	15.7	52.5	0.05	0.25	13.0	13.2	0.24	3.10	3.34	—	17,429	17,429	0.29	1.15	19.9	17,798
2029	4.31	3.63	14.7	49.7	0.05	0.23	12.9	13.2	0.22	3.09	3.31	—	17,059	17,059	0.29	1.14	17.8	17,425
2030	4.12	3.48	14.3	47.4	0.05	0.22	12.9	13.2	0.21	3.09	3.30	—	16,735	16,735	0.27	1.11	15.8	17,087
2031	3.98	3.36	13.4	44.7	0.05	0.21	12.9	13.2	0.20	3.09	3.29	—	16,417	16,417	0.27	1.11	14.0	16,767
2032	3.87	3.26	12.7	42.9	0.05	0.20	13.0	13.2	0.19	3.10	3.29	—	16,162	16,162	0.27	1.07	12.3	16,500
2033	3.75	20.0	13.0	45.6	0.06	0.19	14.5	14.7	0.17	3.46	3.64	—	17,251	17,251	0.27	0.71	11.9	17,482
2034	3.78	27.6	12.5	45.3	0.06	0.18	15.2	15.4	0.17	3.62	3.78	—	17,529	17,529	0.27	0.68	10.8	17,748
2035	0.22	10.3	0.38	2.56	< 0.005	< 0.005	0.96	0.97	< 0.005	0.23	0.23	—	854	854	0.01	0.01	0.54	856
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2025	1.59	1.36	8.20	16.4	0.02	0.28	3.02	3.30	0.26	0.89	1.15	—	3,828	3,828	0.15	0.21	4.55	3,900
2026	1.02	0.89	3.87	11.6	0.01	0.09	2.38	2.47	0.08	0.57	0.65	—	3,116	3,116	0.06	0.20	4.09	3,181
2027	0.91	0.78	3.05	10.1	0.01	0.06	2.36	2.42	0.05	0.56	0.61	—	2,930	2,930	0.05	0.20	3.65	2,995
2028	0.82	0.76	2.86	9.59	0.01	0.05	2.37	2.42	0.04	0.57	0.61	—	2,886	2,886	0.05	0.19	3.30	2,947
2029	0.79	0.66	2.68	9.07	0.01	0.04	2.36	2.41	0.04	0.56	0.60	—	2,824	2,824	0.05	0.19	2.94	2,885
2030	0.75	0.63	2.60	8.65	0.01	0.04	2.36	2.40	0.04	0.56	0.60	—	2,771	2,771	0.04	0.18	2.62	2,829
2031	0.73	0.61	2.45	8.16	0.01	0.04	2.36	2.40	0.04	0.56	0.60	—	2,718	2,718	0.04	0.18	2.32	2,776
2032	0.71	0.59	2.32	7.83	0.01	0.04	2.37	2.41	0.03	0.57	0.60	—	2,676	2,676	0.04	0.18	2.04	2,732
2033	0.68	3.64	2.37	8.33	0.01	0.03	2.65	2.68	0.03	0.63	0.66	—	2,856	2,856	0.04	0.12	1.97	2,894
2034	0.69	5.03	2.28	8.27	0.01	0.03	2.77	2.80	0.03	0.66	0.69	—	2,902	2,902	0.04	0.11	1.78	2,938
2035	0.04	1.88	0.07	0.47	< 0.005	< 0.005	0.18	0.18	< 0.005	0.04	0.04	—	141	141	< 0.005	< 0.005	0.09	142

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	13.5	80.6	18.9	129	0.12	1.48	126	127	1.50	31.5	33.0	1,089	40,857	41,946	112	0.56	21.0	44,943
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2.08	69.8	17.8	7.83	0.11	1.44	126	127	1.44	31.5	32.9	1,089	40,527	41,616	112	0.56	21.0	44,612
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	7.72	75.1	18.3	67.7	0.12	1.46	112	113	1.47	27.9	29.4	1,089	40,690	41,779	112	0.56	21.0	44,775
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.41	13.7	3.35	12.4	0.02	0.27	20.4	20.7	0.27	5.10	5.37	180	6,737	6,917	18.6	0.09	3.47	7,413
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	25.0	25.0	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	—	Yes	No	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	25.0	25.0	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	—	Yes	No	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	—	—	—	—	—	—	126	126	—	31.5	31.5	—	—	—	—	—	—	—
Area	11.4	79.6	1.11	122	0.01	0.05	—	0.05	0.06	—	0.06	0.00	330	330	0.01	< 0.005	—	331
Energy	2.08	1.04	17.8	7.83	0.11	1.44	—	1.44	1.44	—	1.44	—	38,599	38,599	2.99	0.16	—	38,723
Water	—	—	—	—	—	—	—	—	—	—	—	156	1,928	2,084	16.1	0.39	—	2,603
Waste	—	—	—	—	—	—	—	—	—	—	—	933	0.00	933	93.3	0.00	—	3,265
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	21.0	21.0
Total	13.5	80.6	18.9	129	0.12	1.48	126	127	1.50	31.5	33.0	1,089	40,857	41,946	112	0.56	21.0	44,943
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	—	—	—	—	—	—	126	126	—	31.5	31.5	—	—	—	—	—	—	—
Area	0.00	68.8	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Energy	2.08	1.04	17.8	7.83	0.11	1.44	—	1.44	1.44	—	1.44	—	38,599	38,599	2.99	0.16	—	38,723
Water	—	—	—	—	—	—	—	—	—	—	—	156	1,928	2,084	16.1	0.39	—	2,603
Waste	—	—	—	—	—	—	—	—	—	—	—	933	0.00	933	93.3	0.00	—	3,265
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	21.0	21.0
Total	2.08	69.8	17.8	7.83	0.11	1.44	126	127	1.44	31.5	32.9	1,089	40,527	41,616	112	0.56	21.0	44,612
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	—	—	—	—	—	—	112	112	—	27.9	27.9	—	—	—	—	—	—	—
Area	5.64	74.1	0.55	59.9	< 0.005	0.02	—	0.02	0.03	—	0.03	0.00	163	163	0.01	< 0.005	—	163
Energy	2.08	1.04	17.8	7.83	0.11	1.44	—	1.44	1.44	—	1.44	—	38,599	38,599	2.99	0.16	—	38,723
Water	—	—	—	—	—	—	—	—	—	—	—	156	1,928	2,084	16.1	0.39	—	2,6

Waste	—	—	—	—	—	—	—	—	—	—	—	933	0.00	933	93.3	0.00	—	3,265
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	21.0	21.0
Total	7.72	75.1	18.3	67.7	0.12	1.46	112	113	1.47	27.9	29.4	1,089	40,690	41,779	112	0.56	21.0	44,775
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	—	—	—	—	—	—	20.4	20.4	—	5.10	5.10	—	—	—	—	—	—	—
Area	1.03	13.5	0.10	10.9	< 0.005	< 0.005	—	< 0.005	0.01	—	0.01	0.00	26.9	26.9	< 0.005	< 0.005	—	27.0
Energy	0.38	0.19	3.25	1.43	0.02	0.26	—	0.26	0.26	—	0.26	—	6,391	6,391	0.50	0.03	—	6,411
Water	—	—	—	—	—	—	—	—	—	—	—	25.8	319	345	2.66	0.07	—	431
Waste	—	—	—	—	—	—	—	—	—	—	—	154	0.00	154	15.4	0.00	—	541
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.47	3.47
Total	1.41	13.7	3.35	12.4	0.02	0.27	20.4	20.7	0.27	5.10	5.37	180	6,737	6,917	18.6	0.09	3.47	7,413

3. Construction Emissions Details

3.1. Site Preparation (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.94	3.31	31.6	30.2	0.05	1.37	—	1.37	1.26	—	1.26	—	5,295	5,295	0.21	0.04	—	5,314
Dust From Material Movement	—	—	—	—	—	—	5.11	5.11	—	2.63	2.63	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.94	3.31	31.6	30.2	0.05	1.37	—	1.37	1.26	—	1.26	—	5,295	5,295	0.21	0.04	—	5,314
Dust From Material Movement	—	—	—	—	—	—	5.11	5.11	—	2.63	2.63	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.57	2.16	20.6	19.7	0.03	0.89	—	0.89	0.82	—	0.82	—	3,453	3,453	0.14	0.03	—	3,465
Dust From Material Movement	—	—	—	—	—	—	3.33	3.33	—	1.71	1.71	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.47	0.39	3.77	3.59	0.01	0.16	—	0.16	0.15	—	0.15	—	572	572	0.02	< 0.005	—	574
Dust From Material Movement	—	—	—	—	—	—	0.61	0.61	—	0.31	0.31	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.07	0.08	1.10	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	234	234	0.01	0.01	0.94	238

Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.07	0.09	1.00	0.00	0.00	0.23	0.23	0.00	0.05	0.05	—	224	224	0.01	0.01	0.02	226
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.05	0.06	0.65	0.00	0.00	0.15	0.15	0.00	0.03	0.03	—	147	147	0.01	0.01	0.27	149
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	24.3	24.3	< 0.005	< 0.005	0.04	24.7
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.3. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.35	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.35	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.96	0.80	7.46	9.31	0.02	0.31	—	0.31	0.28	—	0.28	—	1,713	1,713	0.07	0.01	—	1,719
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.18	0.15	1.36	1.70	< 0.005	0.06	—	0.06	0.05	—	0.05	—	284	284	0.01	< 0.005	—	285
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.88	5.27	5.45	77.8	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	16,554	16,554	0.75	0.61	66.8	16,822
Vendor	0.36	0.21	9.09	2.83	0.05	0.11	2.02	2.13	0.11	0.56	0.67	—	7,291	7,291	0.14	1.10	20.6	7,643
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.86	5.19	6.62	70.6	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	15,820	15,820	0.81	0.61	1.73	16,025
Vendor	0.35	0.20	9.45	2.92	0.05	0.11	2.02	2.13	0.11	0.56	0.67	—	7,294	7,294	0.14	1.10	0.53	7,626
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	4.12	3.67	4.67	50.4	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	11,383	11,383	0.56	0.44	20.6	11,548
Vendor	0.26	0.15	6.75	2.05	0.04	0.08	1.44	1.52	0.08	0.40	0.47	—	5,209	5,209	0.10	0.79	6.36	5,452
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.75	0.67	0.85	9.21	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,885	1,885	0.09	0.07	3.41	1,912
Vendor	0.05	0.03	1.23	0.37	0.01	0.01	0.26	0.28	0.01	0.07	0.09	—	862	862	0.02	0.13	1.05	903
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.5. Building Construction (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.28	1.07	9.85	13.0	0.02	0.38	—	0.38	0.35	—	0.35	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.28	1.07	9.85	13.0	0.02	0.38	—	0.38	0.35	—	0.35	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.91	0.77	7.04	9.26	0.02	0.27	—	0.27	0.25	—	0.25	—	1,712	1,712	0.07	0.01	—	1,718

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.17	0.14	1.28	1.69	< 0.005	0.05	—	0.05	0.05	—	0.05	—	283	283	0.01	< 0.005	—	284
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.64	5.02	4.89	72.6	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	16,228	16,228	0.22	0.59	60.9	16,470
Vendor	0.31	0.21	8.64	2.71	0.05	0.11	2.02	2.13	0.05	0.56	0.61	—	7,168	7,168	0.09	1.05	18.6	7,501
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.64	5.00	6.06	65.7	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	15,510	15,510	0.27	0.61	1.57	15,702
Vendor	0.30	0.20	9.00	2.80	0.05	0.11	2.02	2.13	0.05	0.56	0.61	—	7,171	7,171	0.09	1.05	0.48	7,486
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.01	3.55	4.29	47.0	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	11,160	11,160	0.18	0.44	18.8	11,314
Vendor	0.21	0.15	6.39	1.97	0.04	0.08	1.44	1.52	0.04	0.40	0.44	—	5,121	5,121	0.06	0.75	5.76	5,351
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.73	0.65	0.78	8.58	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,848	1,848	0.03	0.07	3.11	1,873
Vendor	0.04	0.03	1.17	0.36	0.01	0.01	0.26	0.28	0.01	0.07	0.08	—	848	848	0.01	0.12	0.95	886
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.7. Building Construction (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.23	1.03	9.39	12.9	0.02	0.34	—	0.34	0.31	—	0.31	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.23	1.03	9.39	12.9	0.02	0.34	—	0.34	0.31	—	0.31	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.88	0.74	6.71	9.24	0.02	0.24	—	0.24	0.22	—	0.22	—	1,712	1,712	0.07	0.01	—	1,718
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.16	0.13	1.22	1.69	< 0.005	0.04	—	0.04	0.04	—	0.04	—	283	283	0.01	< 0.005	—	284
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.47	4.89	4.86	68.0	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	15,946	15,946	0.22	0.59	55.3	16,182
Vendor	0.31	0.16	8.23	2.59	0.05	0.11	2.02	2.13	0.05	0.56	0.61	—	7,029	7,029	0.09	1.05	16.4	7,360
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	5.45	4.83	5.50	61.4	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	15,242	15,242	0.25	0.61	1.43	15,432
Vendor	0.30	0.15	8.54	2.68	0.05	0.11	2.02	2.13	0.05	0.56	0.61	—	7,032	7,032	0.09	1.05	0.42	7,347
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.87	3.43	3.89	44.0	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	10,966	10,966	0.18	0.44	17.0	11,118
Vendor	0.21	0.11	6.10	1.88	0.04	0.08	1.44	1.52	0.04	0.40	0.44	—	5,022	5,022	0.06	0.75	5.05	5,251
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.71	0.63	0.71	8.02	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,816	1,816	0.03	0.07	2.82	1,841
Vendor	0.04	0.02	1.11	0.34	0.01	0.01	0.26	0.28	0.01	0.07	0.08	—	831	831	0.01	0.12	0.84	869
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.9. Building Construction (2028) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	1.18	0.99	8.92	12.9	0.02	0.30	—	0.30	0.28	—	0.28	—	2,397	2,397	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.18	0.99	8.92	12.9	0.02	0.30	—	0.30	0.28	—	0.28	—	2,397	2,397	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.85	0.71	6.39	9.26	0.02	0.22	—	0.22	0.20	—	0.20	—	1,717	1,717	0.07	0.01	—	1,723
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	1.17	1.69	< 0.005	0.04	—	0.04	0.04	—	0.04	—	284	284	0.01	< 0.005	—	285
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.83	4.72	4.30	64.0	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	15,657	15,657	0.19	0.59	49.9	15,887
Vendor	0.31	0.16	7.81	2.53	0.05	0.05	2.02	2.08	0.05	0.56	0.61	—	6,860	6,860	0.09	0.99	14.5	7,173
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.78	4.67	4.94	57.6	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	14,966	14,966	0.25	0.61	1.29	15,156

Vendor	0.30	0.15	8.13	2.61	0.05	0.05	2.02	2.08	0.05	0.56	0.61	—	6,864	6,864	0.08	0.99	0.38	7,162
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.42	3.36	3.50	41.4	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	10,797	10,797	0.16	0.42	15.4	10,942
Vendor	0.22	0.11	5.78	1.84	0.04	0.04	1.44	1.48	0.04	0.40	0.44	—	4,915	4,915	0.06	0.71	4.49	5,133
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.62	0.61	0.64	7.56	0.00	0.00	2.11	2.11	0.00	0.49	0.49	—	1,788	1,788	0.03	0.07	2.55	1,812
Vendor	0.04	0.02	1.05	0.34	0.01	0.01	0.26	0.27	0.01	0.07	0.08	—	814	814	0.01	0.12	0.74	850
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.11. Building Construction (2029) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.15	0.97	8.58	12.9	0.02	0.28	—	0.28	0.25	—	0.25	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.15	0.97	8.58	12.9	0.02	0.28	—	0.28	0.25	—	0.25	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.82	0.69	6.13	9.22	0.02	0.20	—	0.20	0.18	—	0.18	—	1,712	1,712	0.07	0.01	—	1,718
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.13	1.12	1.68	< 0.005	0.04	—	0.04	0.03	—	0.03	—	283	283	0.01	< 0.005	—	284
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.67	4.59	3.77	59.9	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	15,384	15,384	0.19	0.59	44.9	15,608
Vendor	0.31	0.15	7.40	2.42	0.05	0.05	2.02	2.08	0.05	0.56	0.61	—	6,671	6,671	0.08	0.99	12.9	6,983
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.64	4.03	4.91	53.9	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	14,706	14,706	0.22	0.61	1.16	14,896
Vendor	0.30	0.15	7.71	2.50	0.05	0.05	2.02	2.08	0.05	0.56	0.61	—	6,675	6,675	0.08	0.99	0.33	6,974
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.28	2.84	3.11	38.7	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	10,581	10,581	0.16	0.42	13.8	10,723
Vendor	0.21	0.11	5.46	1.75	0.04	0.04	1.44	1.48	0.04	0.40	0.44	—	4,766	4,766	0.06	0.71	3.96	4,984
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.60	0.52	0.57	7.07	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,752	1,752	0.03	0.07	2.29	1,775

Vendor	0.04	0.02	1.00	0.32	0.01	0.01	0.26	0.27	0.01	0.07	0.08	—	789	789	0.01	0.12	0.65	825
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.13. Building Construction (2030) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.12	0.94	8.39	12.9	0.02	0.26	—	0.26	0.24	—	0.24	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.12	0.94	8.39	12.9	0.02	0.26	—	0.26	0.24	—	0.24	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.80	0.67	5.99	9.20	0.02	0.19	—	0.19	0.17	—	0.17	—	1,712	1,712	0.07	0.01	—	1,718
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	0.12	1.09	1.68	< 0.005	0.03	—	0.03	0.03	—	0.03	—	283	283	0.01	< 0.005	—	284
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.48	3.89	3.74	56.4	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	15,125	15,125	0.19	0.59	40.0	15,345
Vendor	0.24	0.15	7.03	2.36	0.05	0.05	2.02	2.08	0.05	0.56	0.61	—	6,466	6,466	0.08	0.94	11.3	6,759
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.45	3.84	4.35	50.7	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	14,460	14,460	0.22	0.59	1.04	14,641
Vendor	0.24	0.14	7.29	2.44	0.05	0.05	2.02	2.08	0.05	0.56	0.61	—	6,470	6,470	0.08	0.94	0.29	6,753
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.14	2.70	3.07	36.5	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	10,403	10,403	0.14	0.42	12.3	10,544
Vendor	0.18	0.11	5.21	1.71	0.04	0.04	1.44	1.48	0.04	0.40	0.44	—	4,620	4,620	0.06	0.67	3.48	4,825
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.57	0.49	0.56	6.66	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,722	1,722	0.02	0.07	2.04	1,746
Vendor	0.03	0.02	0.95	0.31	0.01	0.01	0.26	0.27	0.01	0.07	0.08	—	765	765	0.01	0.11	0.58	799
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.15. Building Construction (2031) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	1.10	0.92	8.12	12.8	0.02	0.24	—	0.24	0.22	—	0.22	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.10	0.92	8.12	12.8	0.02	0.24	—	0.24	0.22	—	0.22	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.78	0.66	5.80	9.18	0.02	0.17	—	0.17	0.16	—	0.16	—	1,712	1,712	0.07	0.01	—	1,718
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.12	1.06	1.67	< 0.005	0.03	—	0.03	0.03	—	0.03	—	283	283	0.01	< 0.005	—	284
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.26	3.70	3.18	52.3	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	14,886	14,886	0.16	0.08	35.5	14,950
Vendor	0.24	0.15	6.72	2.30	0.05	0.05	2.02	2.08	0.05	0.56	0.61	—	6,251	6,251	0.08	0.94	9.81	6,543
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.26	3.67	3.82	47.4	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	14,231	14,231	0.19	0.59	0.92	14,412

Vendor	0.23	0.14	6.99	2.38	0.05	0.05	2.02	2.08	0.05	0.56	0.61	—	6,255	6,255	0.08	0.94	0.25	6,538
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.02	2.60	2.69	33.9	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	10,239	10,239	0.14	0.42	11.0	10,378
Vendor	0.17	0.11	4.95	1.67	0.04	0.04	1.44	1.48	0.04	0.40	0.44	—	4,466	4,466	0.06	0.67	3.02	4,671
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.55	0.48	0.49	6.18	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,695	1,695	0.02	0.07	1.82	1,718
Vendor	0.03	0.02	0.90	0.30	0.01	0.01	0.26	0.27	0.01	0.07	0.08	—	739	739	0.01	0.11	0.50	773
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.17. Building Construction (2032) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.07	0.90	7.87	12.8	0.02	0.22	—	0.22	0.21	—	0.21	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.07	0.90	7.87	12.8	0.02	0.22	—	0.22	0.21	—	0.21	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.77	0.64	5.64	9.16	0.02	0.16	—	0.16	0.15	—	0.15	—	1,717	1,717	0.07	0.01	—	1,723
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.12	1.03	1.67	< 0.005	0.03	—	0.03	0.03	—	0.03	—	284	284	0.01	< 0.005	—	285
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.10	3.54	3.15	49.4	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	14,671	14,671	0.16	0.08	31.4	14,731
Vendor	0.24	0.15	6.41	2.25	0.05	0.05	2.02	2.08	0.05	0.56	0.61	—	6,038	6,038	0.08	0.89	8.37	6,313
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	4.10	3.51	3.26	44.8	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	14,027	14,027	0.19	0.59	0.82	14,207
Vendor	0.23	0.14	6.68	2.32	0.05	0.05	2.02	2.08	0.05	0.56	0.61	—	6,043	6,043	0.08	0.89	0.22	6,310
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	2.93	2.51	2.32	32.1	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	10,119	10,119	0.14	0.42	9.73	10,258
Vendor	0.17	0.11	4.74	1.63	0.04	0.04	1.44	1.48	0.04	0.40	0.44	—	4,326	4,326	0.06	0.64	2.59	4,520
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.54	0.46	0.42	5.86	0.00	0.00	2.11	2.11	0.00	0.49	0.49	—	1,675	1,675	0.02	0.07	1.61	1,698

Vendor	0.03	0.02	0.86	0.30	0.01	0.01	0.26	0.27	0.01	0.07	0.08	—	716	716	0.01	0.11	0.43	748
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.19. Building Construction (2033) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.05	0.88	7.67	12.8	0.02	0.20	—	0.20	0.19	—	0.19	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.05	0.88	7.67	12.8	0.02	0.20	—	0.20	0.19	—	0.19	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.75	0.63	5.48	9.13	0.02	0.15	—	0.15	0.13	—	0.13	—	1,712	1,712	0.07	0.01	—	1,718
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.11	1.00	1.67	< 0.005	0.03	—	0.03	0.02	—	0.02	—	283	283	0.01	< 0.005	—	284
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.45	3.40	2.62	46.4	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	14,462	14,462	0.14	0.08	27.6	14,518
Vendor	0.24	0.15	6.11	2.19	0.05	0.05	2.02	2.08	0.05	0.56	0.61	—	5,825	5,825	0.08	0.89	7.18	6,099
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.45	3.37	3.24	42.2	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	13,827	13,827	0.19	0.08	0.72	13,857
Vendor	0.23	0.14	6.38	2.26	0.05	0.05	2.02	2.08	0.05	0.56	0.61	—	5,829	5,829	0.08	0.89	0.19	6,096
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	2.45	2.41	2.29	30.2	0.00	0.00	11.5	11.5	0.00	2.70	2.70	—	9,949	9,949	0.12	0.06	8.51	9,978
Vendor	0.17	0.10	4.51	1.59	0.04	0.04	1.44	1.48	0.04	0.40	0.44	—	4,162	4,162	0.06	0.63	2.22	4,355
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.45	0.44	0.42	5.52	0.00	0.00	2.10	2.10	0.00	0.49	0.49	—	1,647	1,647	0.02	0.01	1.41	1,652
Vendor	0.03	0.02	0.82	0.29	0.01	0.01	0.26	0.27	0.01	0.07	0.08	—	689	689	0.01	0.10	0.37	721
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.21. Building Construction (2034) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	1.03	0.86	7.52	12.8	0.02	0.19	—	0.19	0.18	—	0.18	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.03	0.86	7.52	12.8	0.02	0.19	—	0.19	0.18	—	0.18	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.73	0.61	5.34	9.07	0.02	0.14	—	0.14	0.13	—	0.13	—	1,703	1,703	0.07	0.01	—	1,708
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.11	0.97	1.66	< 0.005	0.02	—	0.02	0.02	—	0.02	—	282	282	0.01	< 0.005	—	283
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.29	3.24	2.59	44.0	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	14,279	14,279	0.14	0.08	24.1	14,331
Vendor	0.24	0.15	5.86	2.14	0.05	0.05	2.02	2.08	0.05	0.56	0.61	—	5,626	5,626	0.08	0.83	6.13	5,883
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	3.29	3.21	2.70	39.6	0.00	0.00	16.2	16.2	0.00	3.79	3.79	—	13,653	13,653	0.16	0.08	0.62	13,682

Vendor	0.23	0.14	6.13	2.20	0.05	0.05	2.02	2.08	0.05	0.56	0.61	—	5,631	5,631	0.08	0.83	0.16	5,881
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	2.34	2.30	1.90	28.3	0.00	0.00	11.4	11.4	0.00	2.68	2.68	—	9,769	9,769	0.12	0.06	7.39	9,796
Vendor	0.16	0.10	4.31	1.54	0.04	0.04	1.43	1.47	0.04	0.40	0.43	—	3,998	3,998	0.06	0.59	1.88	4,178
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.43	0.42	0.35	5.16	0.00	0.00	2.09	2.09	0.00	0.49	0.49	—	1,617	1,617	0.02	0.01	1.22	1,622
Vendor	0.03	0.02	0.79	0.28	0.01	0.01	0.26	0.27	0.01	0.07	0.08	—	662	662	0.01	0.10	0.31	692
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.23. Paving (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.95	0.80	7.45	9.98	0.01	0.35	—	0.35	0.32	—	0.32	—	1,511	1,511	0.06	0.01	—	1,517
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.95	0.80	7.45	9.98	0.01	0.35	—	0.35	0.32	—	0.32	—	1,511	1,511	0.06	0.01	—	1,517
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.68	0.57	5.32	7.13	0.01	0.25	—	0.25	0.23	—	0.23	—	1,080	1,080	0.04	0.01	—	1,083
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12	0.10	0.97	1.30	< 0.005	0.05	—	0.05	0.04	—	0.04	—	179	179	0.01	< 0.005	—	179
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.07	0.94	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	201	201	0.01	0.01	0.81	204
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.08	0.86	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	192	192	0.01	0.01	0.02	194
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.06	0.61	0.00	0.00	0.14	0.14	0.00	0.03	0.03	—	138	138	0.01	0.01	0.25	140
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.0

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	22.8	22.8	< 0.005	< 0.005	0.04	23.2
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.25. Paving (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.91	0.76	7.12	9.94	0.01	0.32	—	0.32	0.29	—	0.29	—	1,511	1,511	0.06	0.01	—	1,516
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.91	0.76	7.12	9.94	0.01	0.32	—	0.32	0.29	—	0.29	—	1,511	1,511	0.06	0.01	—	1,516
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.44	0.37	3.45	4.82	0.01	0.16	—	0.16	0.14	—	0.14	—	733	733	0.03	0.01	—	736
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.08	0.07	0.63	0.88	< 0.005	0.03	—	0.03	0.03	—	0.03	—	121	121	< 0.005	< 0.005	—	122
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.06	0.88	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	197	197	< 0.005	0.01	0.74	199
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.07	0.80	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	188	188	< 0.005	0.01	0.02	190
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.03	0.04	0.39	0.00	0.00	0.09	0.09	0.00	0.02	0.02	—	91.8	91.8	< 0.005	< 0.005	0.15	93.1
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.07	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	15.2	15.2	< 0.005	< 0.005	0.03	15.4
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.27. Architectural Coating (2033) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.09	0.76	1.10	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	33.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.09	0.76	1.10	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	33.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.05	0.04	0.37	0.54	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	65.3	65.3	< 0.005	< 0.005	—	65.5
Architectural Coatings	—	16.5	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.07	0.10	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	10.8	10.8	< 0.005	< 0.005	—	10.9
Architectural Coatings	—	3.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.69	0.68	0.52	9.28	0.00	0.00	3.24	3.24	0.00	0.76	0.76	—	2,892	2,892	0.03	0.02	5.52	2,904
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.69	0.67	0.65	8.44	0.00	0.00	3.24	3.24	0.00	0.76	0.76	—	2,765	2,765	0.04	0.02	0.14	2,771
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.34	0.33	0.31	4.14	0.00	0.00	1.58	1.58	0.00	0.37	0.37	—	1,363	1,363	0.02	0.01	1.17	1,367
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06	0.06	0.06	0.76	0.00	0.00	0.29	0.29	0.00	0.07	0.07	—	226	226	< 0.005	< 0.005	0.19	226
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.29. Architectural Coating (2034) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.09	0.76	1.10	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	33.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.09	0.76	1.10	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	33.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.08	0.06	0.54	0.79	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	95.4	95.4	< 0.005	< 0.005	—	95.7
Architectural Coatings	—	24.0	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.10	0.14	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.8	15.8	< 0.005	< 0.005	—	15.8
Architectural Coatings	—	4.38	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.66	0.65	0.52	8.80	0.00	0.00	3.24	3.24	0.00	0.76	0.76	—	2,856	2,856	0.03	0.02	4.81	2,866
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.66	0.64	0.54	7.92	0.00	0.00	3.24	3.24	0.00	0.76	0.76	—	2,731	2,731	0.03	0.02	0.12	2,736
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.47	0.46	0.38	5.68	0.00	0.00	2.30	2.30	0.00	0.54	0.54	—	1,965	1,965	0.02	0.01	1.49	1,970
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.09	0.08	0.07	1.04	0.00	0.00	0.42	0.42	0.00	0.10	0.10	—	325	325	< 0.005	< 0.005	0.25	326
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.31. Architectural Coating (2035) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.09	0.76	1.10	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	33.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.11	0.09	0.76	1.10	< 0.005	0.01	—	0.01	0.01	—	0.01	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	—	33.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.03	0.23	0.33	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	40.0	40.0	< 0.005	< 0.005	—	40.1
Architectural Coatings	—	10.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	< 0.005	0.04	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	6.62	6.62	< 0.005	< 0.005	—	6.64
Architectural Coatings	—	1.84	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.64	0.63	0.42	8.32	0.00	0.00	3.24	3.24	0.00	0.76	0.76	—	2,823	2,823	0.03	0.02	4.17	2,833
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.64	0.63	0.54	7.52	0.00	0.00	3.24	3.24	0.00	0.76	0.76	—	2,699	2,699	0.03	0.02	0.11	2,705
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.19	0.19	0.16	2.23	0.00	0.00	0.96	0.96	0.00	0.23	0.23	—	814	814	0.01	< 0.005	0.54	816
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.04	0.03	0.03	0.41	0.00	0.00	0.18	0.18	0.00	0.04	0.04	—	135	135	< 0.005	< 0.005	0.09	135
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	48.1	48.1	—	12.0	12.0	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	39.8	39.8	—	9.94	9.94	—	—	—	—	—	—	—
Apartments Low Rise	—	—	—	—	—	—	14.1	14.1	—	3.53	3.53	—	—	—	—	—	—	—
High School	—	—	—	—	—	—	18.3	18.3	—	4.58	4.58	—	—	—	—	—	—	—
City Park	—	—	—	—	—	—	5.56	5.56	—	1.39	1.39	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	126	126	—	31.5	31.5	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	48.1	48.1	—	12.0	12.0	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	39.8	39.8	—	9.94	9.94	—	—	—	—	—	—	—

Apartme Low Rise	—	—	—	—	—	—	14.1	14.1	—	3.53	3.53	—	—	—	—	—	—	—
High School	—	—	—	—	—	—	18.3	18.3	—	4.58	4.58	—	—	—	—	—	—	—
City Park	—	—	—	—	—	—	5.56	5.56	—	1.39	1.39	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	126	126	—	31.5	31.5	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	8.54	8.54	—	2.13	2.13	—	—	—	—	—	—	—
Condo/Townhouse	—	—	—	—	—	—	6.47	6.47	—	1.62	1.62	—	—	—	—	—	—	—
Apartments Low Rise	—	—	—	—	—	—	2.30	2.30	—	0.57	0.57	—	—	—	—	—	—	—
High School	—	—	—	—	—	—	2.57	2.57	—	0.64	0.64	—	—	—	—	—	—	—
City Park	—	—	—	—	—	—	0.53	0.53	—	0.13	0.13	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	20.4	20.4	—	5.10	5.10	—	—	—	—	—	—	—

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	7,245	7,245	0.45	0.05	—	7,272

Condo/T	—	—	—	—	—	—	—	—	—	—	—	—	6,134	6,134	0.38	0.05	—	6,157
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	1,713	1,713	0.11	0.01	—	1,720
High School	—	—	—	—	—	—	—	—	—	—	—	—	959	959	0.06	0.01	—	962
City Park	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	16,051	16,051	1.00	0.12	—	16,112
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	7,245	7,245	0.45	0.05	—	7,272
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	—	6,134	6,134	0.38	0.05	—	6,157
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	1,713	1,713	0.11	0.01	—	1,720
High School	—	—	—	—	—	—	—	—	—	—	—	—	959	959	0.06	0.01	—	962
City Park	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	16,051	16,051	1.00	0.12	—	16,112
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	1,199	1,199	0.07	0.01	—	1,204
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	—	1,016	1,016	0.06	0.01	—	1,019
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	284	284	0.02	< 0.005	—	285

High School	—	—	—	—	—	—	—	—	—	—	—	—	159	159	0.01	< 0.005	—	159
City Park	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	2,657	2,657	0.16	0.02	—	2,668

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	1.01	0.50	8.60	3.66	0.05	0.69	—	0.69	0.69	—	0.69	—	10,911	10,911	0.97	0.02	—	10,941
Condo/Townhouse	0.84	0.42	7.22	3.07	0.05	0.58	—	0.58	0.58	—	0.58	—	9,159	9,159	0.81	0.02	—	9,185
Apartments Low Rise	0.16	0.08	1.38	0.59	0.01	0.11	—	0.11	0.11	—	0.11	—	1,747	1,747	0.15	< 0.005	—	1,752
High School	0.07	0.03	0.61	0.51	< 0.005	0.05	—	0.05	0.05	—	0.05	—	731	731	0.06	< 0.005	—	733
City Park	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	2.08	1.04	17.8	7.83	0.11	1.44	—	1.44	1.44	—	1.44	—	22,548	22,548	2.00	0.04	—	22,611
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	1.01	0.50	8.60	3.66	0.05	0.69	—	0.69	0.69	—	0.69	—	10,911	10,911	0.97	0.02	—	10,941
Condo/Townhouse	0.84	0.42	7.22	3.07	0.05	0.58	—	0.58	0.58	—	0.58	—	9,159	9,159	0.81	0.02	—	9,185

Apartme Low Rise	0.16	0.08	1.38	0.59	0.01	0.11	—	0.11	0.11	—	0.11	—	1,747	1,747	0.15	< 0.005	—	1,752
High School	0.07	0.03	0.61	0.51	< 0.005	0.05	—	0.05	0.05	—	0.05	—	731	731	0.06	< 0.005	—	733
City Park	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	2.08	1.04	17.8	7.83	0.11	1.44	—	1.44	1.44	—	1.44	—	22,548	22,548	2.00	0.04	—	22,611
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	0.18	0.09	1.57	0.67	0.01	0.13	—	0.13	0.13	—	0.13	—	1,806	1,806	0.16	< 0.005	—	1,811
Condo/Townhouse	0.15	0.08	1.32	0.56	0.01	0.11	—	0.11	0.11	—	0.11	—	1,516	1,516	0.13	< 0.005	—	1,521
Apartments Low Rise	0.03	0.01	0.25	0.11	< 0.005	0.02	—	0.02	0.02	—	0.02	—	289	289	0.03	< 0.005	—	290
High School	0.01	0.01	0.11	0.09	< 0.005	0.01	—	0.01	0.01	—	0.01	—	121	121	0.01	< 0.005	—	121
City Park	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.38	0.19	3.25	1.43	0.02	0.26	—	0.26	0.26	—	0.26	—	3,733	3,733	0.33	0.01	—	3,743

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00

Consumer Products	—	63.7	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	5.06	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	11.4	10.8	1.11	122	0.01	0.05	—	0.05	0.06	—	0.06	—	330	330	0.01	< 0.005	—	331
Total	11.4	79.6	1.11	122	0.01	0.05	—	0.05	0.06	—	0.06	0.00	330	330	0.01	< 0.005	—	331
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	—	63.7	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	5.06	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	0.00	68.8	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	—	11.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	—	0.92	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	1.03	0.97	0.10	10.9	< 0.005	< 0.005	—	< 0.005	0.01	—	0.01	—	26.9	26.9	< 0.005	< 0.005	—	27.0
Total	1.03	13.5	0.10	10.9	< 0.005	< 0.005	—	< 0.005	0.01	—	0.01	0.00	26.9	26.9	< 0.005	< 0.005	—	27.0

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	56.9	1,417	1,474	5.93	0.15	—	1,667
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	70.2	363	433	7.22	0.17	—	666
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	21.8	113	135	2.24	0.05	—	207
High School	—	—	—	—	—	—	—	—	—	—	—	6.75	35.0	41.7	0.69	0.02	—	64.1
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	156	1,928	2,084	16.1	0.39	—	2,603
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	56.9	1,417	1,474	5.93	0.15	—	1,667
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	70.2	363	433	7.22	0.17	—	666
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	21.8	113	135	2.24	0.05	—	207

High School	—	—	—	—	—	—	—	—	—	—	—	6.75	35.0	41.7	0.69	0.02	—	64.1
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	156	1,928	2,084	16.1	0.39	—	2,603
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	9.43	235	244	0.98	0.02	—	276
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	11.6	60.1	71.8	1.19	0.03	—	110
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	3.61	18.7	22.3	0.37	0.01	—	34.2
High School	—	—	—	—	—	—	—	—	—	—	—	1.12	5.79	6.91	0.11	< 0.005	—	10.6
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	25.8	319	345	2.66	0.07	—	431

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	339	0.00	339	33.9	0.00	—	1,188

Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	385	0.00	385	38.5	0.00	—	1,347
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	120	0.00	120	11.9	0.00	—	418
High School	—	—	—	—	—	—	—	—	—	—	—	78.7	0.00	78.7	7.86	0.00	—	275
City Park	—	—	—	—	—	—	—	—	—	—	—	10.4	0.00	10.4	1.04	0.00	—	36.5
Total	—	—	—	—	—	—	—	—	—	—	—	933	0.00	933	93.3	0.00	—	3,265
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	339	0.00	339	33.9	0.00	—	1,188
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	385	0.00	385	38.5	0.00	—	1,347
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	120	0.00	120	11.9	0.00	—	418
High School	—	—	—	—	—	—	—	—	—	—	—	78.7	0.00	78.7	7.86	0.00	—	275
City Park	—	—	—	—	—	—	—	—	—	—	—	10.4	0.00	10.4	1.04	0.00	—	36.5
Total	—	—	—	—	—	—	—	—	—	—	—	933	0.00	933	93.3	0.00	—	3,265
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	56.2	0.00	56.2	5.62	0.00	—	197
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	63.7	0.00	63.7	6.37	0.00	—	223

Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	19.8	0.00	19.8	1.98	0.00	—	69.3
High School	—	—	—	—	—	—	—	—	—	—	—	13.0	0.00	13.0	1.30	0.00	—	45.6
City Park	—	—	—	—	—	—	—	—	—	—	—	1.73	0.00	1.73	0.17	0.00	—	6.05
Total	—	—	—	—	—	—	—	—	—	—	—	154	0.00	154	15.4	0.00	—	541

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	10.9	10.9
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	7.33	7.33
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.28	2.28
High School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.41	0.41
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	21.0	21.0
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	10.9	10.9
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	7.33	7.33
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.28	2.28
High School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.41	0.41
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	21.0	21.0
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.81	1.81
Condo/Townhouse	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.21	1.21
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.38	0.38
High School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.07	0.07
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.47	3.47

4.7. Offroad Emissions By Equipment Type

4.7.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.8. Stationary Emissions By Equipment Type

4.8.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.9. User Defined Emissions By Equipment Type

4.9.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Equipment Type	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Remove	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Site Preparation	Site Preparation	1/1/2025	11/29/2025	5.00	238	—
Building Construction	Building Construction	1/1/2025	12/29/2034	5.00	2,608	—
Paving	Paving	1/1/2025	9/5/2026	5.00	438	—
Architectural Coating	Architectural Coating	4/26/2033	6/2/2035	5.00	549	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00	8.00	84.0	0.37
Building Construction	Cranes	Diesel	Average	1.00	7.00	367	0.29
Building Construction	Forklifts	Diesel	Average	3.00	8.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	3.00	7.00	84.0	0.37
Building Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45
Paving	Pavers	Diesel	Average	2.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	2.00	8.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	8.00	36.0	0.38
Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix

Site Preparation	—	—	—	—
Site Preparation	Worker	17.5	18.5	LDA,LDT1,LDT2
Site Preparation	Vendor	—	10.2	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	1,238	18.5	LDA,LDT1,LDT2
Building Construction	Vendor	237	10.2	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	—	—	—	—
Paving	Worker	15.0	18.5	LDA,LDT1,LDT2
Paving	Vendor	—	10.2	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	248	18.5	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	10.2	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT
Architectural Coating	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Control Strategies Applied	PM10 Reduction	PM2.5 Reduction
Water unpaved roads twice daily	55%	55%
Limit vehicle speeds on unpaved roads to 25 mph	44%	44%

Sweep paved roads once per month	9%	9%

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	5,813,289	1,937,763	159,194	53,065	—

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (Ton of Debris)	Material Exported (Ton of Debris)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Site Preparation	0.00	0.00	357	0.00	—
Paving	0.00	0.00	0.00	0.00	8.64

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	3	74%	74%

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Single Family Housing	8.64	0%
Condo/Townhouse	—	0%
Apartments Low Rise	—	0%
High School	0.00	0%
City Park	0.00	0%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2025	0.00	532	0.03	< 0.005
2026	0.00	532	0.03	< 0.005
2027	0.00	532	0.03	< 0.005
2028	0.00	532	0.03	< 0.005
2029	0.00	532	0.03	< 0.005
2030	0.00	532	0.03	< 0.005
2031	0.00	532	0.03	< 0.005
2032	0.00	532	0.03	< 0.005
2033	0.00	532	0.03	< 0.005
2034	0.00	532	0.03	< 0.005
2035	0.00	532	0.03	< 0.005

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Single Family Housing	7,464	7,543	6,760	2,691,790	71,810	72,571	65,040	25,897,378
Condo/Townhouse	5,612	6,241	4,815	2,039,585	53,992	60,041	46,321	19,622,599
Apartments Low Rise	1,995	2,218	1,712	725,049	19,194	21,344	16,467	6,975,603
High School	1,624	464	200	458,023	27,637	7,896	3,404	7,794,462
City Park	176	442	493	94,570	2,991	7,515	8,397	1,609,352

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

Hearth Type	Unmitigated (number)
Single Family Housing	—
Wood Fireplaces	0
Gas Fireplaces	0
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	784
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Condo/Townhouse	—
Wood Fireplaces	0
Gas Fireplaces	0
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	966
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Apartments Low Rise	—

Wood Fireplaces	0
Gas Fireplaces	0
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	300
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
5813289	1,937,763	159,194	53,065	—

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Single Family Housing	4,970,782	532	0.0330	0.0040	34,045,809
Condo/Townhouse	4,208,763	532	0.0330	0.0040	28,578,989

Apartments Low Rise	1,175,511	532	0.0330	0.0040	5,451,539
High School	657,845	532	0.0330	0.0040	2,279,981
City Park	0.00	532	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Single Family Housing	29,716,285	145,092,619
Condo/Townhouse	36,614,709	0.00
Apartments Low Rise	11,371,028	0.00
High School	3,523,968	0.00
City Park	0.00	0.00

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Single Family Housing	630	—
Condo/Townhouse	714	—
Apartments Low Rise	222	—
High School	146	—
City Park	19.4	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Single Family Housing	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Single Family Housing	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Condo/Townhouse	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Condo/Townhouse	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Low Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Low Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
High School	Household refrigerators and/or freezers	R-134a	1,430	0.02	0.60	0.00	1.00
High School	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
High School	Stand-alone retail refrigerators and freezers	R-134a	1,430	< 0.005	1.00	0.00	1.00
High School	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
City Park	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
City Park	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00

5.15. Operational Off-Road Equipment

5.15.1. Unmitigated

Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor

5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load Factor

5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual Heat Input (MMBtu/yr)

5.17. User Defined

Equipment Type	Fuel Type
—	—

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

8. User Changes to Default Data

Screen	Justification
Construction: Construction Phases	Based on construction schedule stating January 1 2025. Project site is currently vacant and has been previously graded. Construction phases would occur simultaneously at times.
Operations: Vehicle Data	Trip rates calculated based on Fehr & Peers Transportation Impact Analysis (LOS) Update for the East Area 1 Specific Plan Memorandum, dated February 21, 2023. Table 2: Trip Generation Estimates for East Area 1 Specific Plan - Approved Project Vs. Currently Proposed Project.
Land Use	Number of dwelling units provided by Fehr & Peers Transportation Memorandum dated June 15, 2023.

APPENDIX C

Water and Sewer Master Plan Report

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Preliminary

03/13/2023 12:48:50 PM

POTABLE WATER SYSTEM MASTER PLAN AMENDMENT

HARVEST AT LIMONEIRA

Prepared for: **Limoneira Lewis Homebuilders, Inc.**



POTABLE WATER SYSTEM MASTER PLAN AMMENDMENT

HARVEST AT LIMONEIRA

TRACT NO. 5854

HALLOCK DRIVE AND TELEGRAPH ROAD
SANTA PAULA, CA

prepared for:
Limoneira Lewis Homebuilders, Inc.
133 N 10th Street
Santa Paula, CA

prepared by:
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March 10, 2023

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1.0 PROJECT OVERVIEW

1.1. PROJECT DESCRIPTION

East Area 1 (EA1) is a 495-acre site located North of Highway 126, east of Santa Paula Creek, and west of Orcutt Creek in Santa Paula, CA (See Figure 1). Currently, the area is undeveloped and primarily consists of agricultural fields. At full buildout, the proposed development will consist of a maximum of 2,050 residential units, 10.94 acres of civic/institutional use area and approximately 225 acres of additional uses (athletic fields, parks, agricultural preserve, and open space).



Figure 1 - Vicinity Map

1.2. SITE CONDITIONS

1.2.1. Onsite Water System

Backbone water infrastructure will be built to serve the entire East Area 1 development. Three storage tanks will be constructed to serve a 200-zone and 330-zone of the EA1 development, while providing additional storage for the City of Santa Paula. Ultimately, groundwater allocations will be transferred to the City and the system will be owned, operated and maintained by the City. A 3 million-gallon (MG) pre-stressed concrete tank will serve the 200-zone of the EA1 development. A 20" transmission line will be installed to connect the 3MG tank to the City's existing 200-zone across a proposed bridge over Santa Paula Creek. In addition, the East Area 1 200-zone will connect to the City's existing 200-zone via a 12" pipe located in Hallock Drive and Telegraph Road. Two 760,000 gallon tanks (totaling 1.52 MG) will

serve the 330-zone of the EA1 development. A total of three wells onsite will supply water to the tanks. These wells will draw from both the Santa Paula and Fillmore Groundwater Basins and pump to the 3MG tank (200-zone). The 330-zone tanks will fill via a booster station from the 3 MG tank (200-zone).

1.3. REFERENCES

The following documents are hereby made references for design of the East Area 1 water distribution system:

- 2005 City of Santa Paula Potable Water Master Plan
- State of California Fire code
- City of Santa Paula East Area 1 Tank Sizing Letter, dated 12/4/15
- East Area One Potable Water System Master Plan dated August of 2017 by Jensen Design & Survey, Inc.

1.4. REPORT OBJECTIVE

This objective of this study is to provide an amendment to the approved onsite water system reflecting the changes since the original 2017 approvals and the increase in unit count.

2.0 WATER SUPPLY

Water from wells located along the eastern and western perimeter of the project site will supply the East Area 1 development. As discussed in Section 1.2.1, onsite wells draw from both the Santa Paula and Fillmore Groundwater Basins. Specifically, all wells along the western border of the site draw from the Santa Paula Basin and wells along the eastern edge of the site draw from the Fillmore Basin. As of the date of this report the eastern well is constructed (Well 6), but not operational into the onsite system. Well 6 has point source treatment at the well head. Design flows for that well are 1,000 gpm, versus the 1,500 gpm as stated in the 2017 water master plan. A secondary well along the westerly side of the site (Well 7) is also constructed but not yet operational into the onsite system. The design and yield of Well 7 is 2,500 gpm.

The secondary westerly well (Well 8) will be constructed at a future date. Treatment for Well 7 and 8 will be located at Well 7 with a 10" raw waterline in Harvest Loop connecting Well 8 to Well 7 treatment. See Exhibit 1 for the proposed well locations and the approximate groundwater basin limits. Well 8 will be drilled in 2023. For design purposes it is assumed this well will be designed for and produce 1,500 gpm.

3.0 DESIGN CRITERIA

The East Area 1 water distribution facilities have been designed using design criteria discussed in this section.

3.1. DEMANDS

3.1.1. Potable Water Demands

East Area 1 domestic water demands can be found in Appendix A. Average Day Demands (ADD) are calculated based off of meter readings taken directly from the development for all of 2022. There were 316 single family homes occupied for all of 2022. The City of Santa Paula provided meter readings for these units. The calculated average daily use was 51 gpd/capita assuming 3.5 people per home. For the purposes of this study, there was a 25% addition to that rate to total 64 gpd/capita. Maximum Day Demands (MDD) and Peak Hour Demands (PHD) are based off criteria set forth Table 3-10 of the City of Santa Paula Potable Water System Master Plan. The annual average water demand for the proposed East Area 1 project original master plan was 1,323 AFY. Of this total water demand, potable and non-potable water consumption is estimated to be 1,005 AFY and 318 AFY, respectively. The total annual average water demand for the 200-zone and 330-zone of the East Area 1 project in the original master plan is 614 AFY and 709 AFY, respectively.

The project's site configuration has changed to remove some of the civic use. Parcel C of Tract 5854 was assumed as a school site in the Civic District. That use has been changed to residential. Lots 1-3 and Parcel A have been changed from commercial to residential and therefore, the overall unit count for residential has been changed from 2,050 units. Therefore, the revised water demand for the overall project with increased unit count and revised average day demand is 741 AFY. The total annual average water demand for the 200-zone and 330-zone of the East Area 1 is 435 AFY and 305 AFY, respectively. These totals include the park areas. The agricultural preserves and open spaces located north of the residential development will be irrigated with an existing agricultural well located onsite within Pump House Lane. The agricultural well will remain under the HOA ownership and will provide water to the planted crops in the hillside.

The East Area 1 wells and tanks will also be designed to support the future East Gateway Project Area, located south of Highway 126 and east of Hallock Drive in Santa Paula. This future development will be served by the City's 200-zone. The annual average water demand for the proposed East Area 2 project is 123 AFY. (Appendix A)

3.1.2. Fire Flow

Fire flow requirements are based on the City of Santa Paula Fire Department requirements. The 200-zone development will require a maximum fire flow of 4,500 gallons per minute (GPM) for 4 hours. The 330-zone development will require a maximum fire flow of 1,500 GPM for 2 hours. A minimum pressure of 30 psi will be maintained at the fire hydrants under fire flow conditions.

3.2. PIPELINES

Table 1 provides design criteria of pipelines for the East Area 1 development. Unless otherwise noted, all design criteria are in accordance with Table 3-10 of the 2005 City of Santa Paula Water Master Plan.

Table 1 – Pipeline Design Criteria

Criterion	Value	Notes
Maximum Velocities	5 fps, PHD/10 fps, MDD+FF	
Minimum Pressures	50 psi, PHD (at service connection to main) 30 psi, MDD+FF (at fire hydrant)	Typically, the City requires a minimum pressure of 60psi at all service connections. The City has made an exception for this project and will allow the minimum pressure at all service connections to be 50 psi.
Maximum Pressures	150 psi, in main 80 psi, at residence or other structure	Maximum pressures are typical for all demand scenarios (ADD, PHD, and MDD). Pressure regulators are required on all service connections with pressures exceeding 80 psi.
Maximum Allowable Headloss	5ft/1000ft	
Pipe Material	PVC – all water mains	

3.3. STORAGE TANKS

All tanks have been designed to store three types of water volumes in accordance with the City of Santa Paula Potable Water System Master Plan: regulatory storage, emergency storage and fire storage. The sizing calculations are based on the 2018 Onsite master plan and have been revised based on the unit count as shown in (Appendix B).

The lower, 200-zone 3MG tank has been constructed per the 2017 Water Master Plan. Using the updated average day demand and increased unit count, the 3MG tank has a surplus capacity of 0.99MG. The high and low water levels will be controlled by the City's system since this tank is integrated into the City's 200 zone system and connected at Hallock Drivey.

The upper, 330-zone tank will be constructed as two 72-foot diameter aboveground tanks, providing 1.52 MG of capacity. They will be located northwest of the 200-zone tank. The tank bottom will be set at 588', 3.0' and 5.2' of storage in the tank is required to meet fire and emergency storage requirements, respectively. Therefore, during normal operating conditions, the HGL in the tank will fluctuate between 593.0' and 599. This tank will provide approximately 0.84 MG of additional storage for the City of Santa Paula beyond the requirements of the development. The additional storage can be accessed in an emergency situation through a Cla-Val gate valve assembly just north of the onsite roundabout off North Santa Paula Street.

Appendix D further describes the tank volume calculations.

3.4. WELLS

3.4.1. Design Capacity

The well sizing and capacity has been updated based on current conditions. Well 6 has been upgraded to a domestic water well and the flow rate has been reduced from 1,500 gpm to 1,000 gpm. In order to

maintain the 375 AFY from the Fillmore basin, this equates to 5.6 hours of pumping time per day over 365 days.

Well 7 has been designed as 2,500 gpm and the well yield will also be 2,500 gpm. Well 8 will be designed at 1,500 gpm. Table 2 summarizes the MDD provided by each well on a 9-hour off period pumping time. With all three wells active there is a surplus of 934 gpm over the course of the 9-hour pumping time.

Another analysis was completed in order to determine requirements if a certain well was down for maintenance purposes. Appendix C shows the different scenarios for water supply if wells are down for maintenance.

Well 6 offline – Project MDD and EA2 needs are met with 701 gpm surplus.
Well 7 offline – Project MDD and EA2 needs are met with Well 8 running for 10 hours.
Well 8 offline – Project MDD and EA2 needs are met with 370 gpm surplus
Well 6 & 8 offline – Project MDD and EA2 needs are met with 137 gpm surplus.
Well 6 & 7 offline – Project MDD and EA2 needs are met with Well 8 running for 13 hours.
Well 7 & 8 offline – Project MDD and EA2 needs are met with Well 6 running for 20 hours.

Table 2 - East Area 1 Well Sizing Summary

Demand Summary			
MDD, 200-Zone East Area 1 = 435 GPM MDD, 330-Zone East Area 1 = 305 GPM MDD, 200-Zone, East Area 2 = 114 GPM			
Well Name	**Design Capacity (GPM)**	**Maximum MDD Served by Well (GPM)**	**Actual MDD Served by Well (GPM)**
Fillmore Basin Well No. 6 (Well 6 West)	1000	233	233 GPM (East Area 1) 5.6 hour run time at 365 days per year
Santa Paula Basin Well No. 7 (Well SPB1)	2,500	940	507 GPM (East Area 1) 433 GPM (surplus to City)
Santa Paula Basin Well No. 8 (Well SPB2)	1,500	564	114 GPM (East Area 2) 450 GPM (surplus to City)

4.0 WATER DISTRIBUTION SYSTEM

4.1. DISTRIBUTION SYSTEM LAYOUT

The backbone water distribution system will be constructed in two phases:

- 200-Zone Construction Phase: During buildout of the 200-zone, the following water system infrastructure will be constructed: the 3 MG 200-zone tank, upgrading of the existing Fillmore

Basin Well No. 6, the new Well 7 site and all treatment facilities and backbone infrastructure required to serve the 200-zone. The East Area 1 200-zone will connect to the City's existing 200-zone via a 12" pipe located in Hallock Drive and Telegraph Road as an interim condition. A 20" line will be installed in Santa Paula Street from the roundabout to the bridge at the southwest corner of the site. Eventually, the 20" line will extend across Santa Paula Creek and connect with the City's existing 200-zone. Final timing of this connection has not been determined at this time. See Exhibit 2 for locations and sizing of the 200-zone backbone infrastructure associated with the interim buildout of EA1.

- 330-Zone Construction Phase (Full buildout of East Area 1). The following 330-zone water infrastructure will be constructed: two 763,000 gallon 330-zone tanks, a pump station to convey water from the 200-zone tank to the 330-zone tank, a new 1,500 GPM Well 8 along the west side of the site, and all backbone infrastructure. See Exhibit 3 for locations and sizing of the 330-zone backbone infrastructure associated with the final buildout of EA1.

4.2. HYDRAULIC ANALYSIS OF DISTRIBUTION SYSTEM

The East Area 1 water system was analyzed using WaterCAD Distribution Modeling Software for the two zones to show fire pressures were met. The 200 zone system is functional based on the City's overall system. The most recent 4 MG tank is constructed at the same elevation as the onsite 3MG tank. The original 2017 study has recommended tank high and low water fill elevations based on emergency and regulatory storage, however this will ultimately be controlled by the City and the overall system.

4.3. INTERIM OPERATIONS OF WATER SYSTEM

The East Area 1 water system was analyzed assuming that Harvest Loop was the delineating marker to split the 330 zone and 200 zone water systems. Elevations above this street at the time the system was originally designed were assumed to not meet pressure requirements if serviced from the 200 zone. As the project moves forward into final design scenarios, it may be possible to provide services to these areas from the 200 zone system, however further pressure analysis would be required. The 200 zone tank has excess capacity to service more units.

5.0 CONCLUSIONS AND RECOMMENDATIONS

The proposed Harvest at Limoneira project will construct three wells and two water storage facilities that meet the project demand and are designed in accordance with City standards. The wells will provide excess water than the project demands and the storage facilities will provide additional storage. All pipelines maintain a minimum pressure of 50 psi and residual pressures during fire flow conditions exceed 30 psi at full buildout of the East Area 1 development.

APPENDIX A

EAST AREA 1 DOMESTIC WATER DEMANDS

TABLE I

EAST AREA ONE

SUMMARY OF ULTIMATE DOMESTIC WATER LAND USES AND DEMANDS

PROPOSED LAND USE	TOTAL UNITS	Area (Acres)	DEMAND RATES	Annual Demand (AF)	AVERAGE DAILY FLOW (GPM)	MAXIMUM DAY DEMAND (GPM) (1.5*ADD)	PEAK HOUR DEMAND (GPM) (2.7*ADD)
Residential [1]	**2050 units**						
Santa Paula Creek Neighborhood	489 units		64 gpd/person	123	76	114	205
Foothill Neighborhood	554 units		64 gpd/person	139	86	129	233
Haun Creeek Neighborhood	586 units		64 gpd/person	147	91	137	246
Parcel C	121 units		64 gpd/person	30	19	28	51
Parcel A Lots 1-3	300 units		64 gpd/person	75	47	70	126
Civic/Institutional							
School Parcel C1 & Rec Center		10.94	1.81 AFY/acre	19.8	12.3	18.4	33.1
Other Water Consumption							
Shared Athletic Fields		37.8	2.22 AFY/acre	83.9	52.0	78.0	140
Parks/Greenways		55.2	2.22 AFY/acre	123	76.0	114	205
Agricultural Preserve (irrigated)		55.0	No water use	0	0.0	0	0
Open Space Preserve (not irrigated)		77.3	No water use	0.0	0.0	0.0	0.0
TOTAL				**741**	**459**	**689**	**1240**

[1] Demand is estimated at 3.5 residents per dwelling for all proposed dwellings per the City of Santa Paula Water Master Plan (single fmily attached, single family detached and multifamily). Actual Tract Usage was measured for the year of 2022 and averaged per house at 51 gpd/person with a 25% reserve added on equates to 64 gpd/person

[2] Estimate of water demand for agricultural uses is based on use over the last five years required to irrigate 336 acres of land under production (816.3 AFY/405 acres = 2012 AFY/acre)

(3) Agricultural Preserve that is irrigated will be irrigated from an agricultural well in Pump House Lane privately operated and not part of the City domestic system

TABLE IA

EAST AREA ONE: 200-ZONE IMPROVEMENTS

SUMMARY OF 200-ZONE CONSTRUCTION PHASE DOMESTIC WATER LAND USES AND DEMANDS

PROPOSED LAND USE	TOTAL UNITS	Area (Acres)	DEMAND RATES	Annual Demand (AF)	AVERAGE DAILY FLOW (GPM)	MAXIMUM DAY DEMAND (GPM) (1.5*ADD)	PEAK HOUR DEMAND (GPM) (2.7*ADD)
Residential [1]	**1007 units**						
Haun Creeek Neighborhood	586 units		64 gpd/person	147	91	137	246
Parcel C	121 units		64 gpd/person	30	19	28	51
Parcel A Lots 1-3	300 units		64 gpd/person	75	47	70	126
Civic/Institutional							
School Parcel C1 & Rec Center		10.94	1.81 AFY/acre	19.8	12.3	18.4	33.1
Other Water Consumption							
Shared Athletic Fields		37.8	2.22 AFY/acre	83.9	52.0	78.0	140.5
Parks/Greenways		35.6	2.22 AFY/acre	79.0	49.0	73.5	132.3
TOTAL				**435**	**270**	**405**	**729**

:

TABLE IB

EAST AREA ONE: 330-ZONE IMPROVEMENTS

SUMMARY OF 330-ZONE CONSTRUCTION PHASE DOMESTIC WATER LAND USES AND DEMANDS

PROPOSED LAND USE	TOTAL UNITS	Area (Acres)	DEMAND RATES	Annual Demand (AF)	AVERAGE DAILY FLOW (GPM)	MAXIMUM DAY DEMAND (GPM) (1.5*ADD)	PEAK HOUR DEMAND (GPM) (2.7*ADD)
Residential [1]	**1043 units**						
Santa Paula Creek Neighborhood	489 units		64 gpd/person	123	76	114	205
Foothill Neighborhood	554 units		64 gpd/person	139	86	129	233
Civic/Institutional							
Schools		0	1.81 AFY/acre	0.0	0.0	0.0	0.0
Other Water Consumption							
Shared Athletic Fields		0	2.22 AFY/acre	0.0	0.0	0.0	0.0
Parks/Greenways		19.6	2.22 AFY/acre	43.5	27.0	40.5	72.8
TOTAL				**305**	**189**	**284**	**511**

EAST AREA 2

SUMMARY OF ULTIMATE DOMESTIC WATER LAND USES AND DEMANDS

Development Area	WATER DEMAND (AF/ac/yr) [2]	AREA (AC)[1]	ANNUAL DEMAND (AF/yr)	EXISTING USE	EXISTING DEMAND (AF/yr)	INCREASE IN ANNUAL DEMAND (AF/yr)
A	2.0	32.3	65	Undeveloped	0	65
B	2.0	2.1	4	Undeveloped	0	4
C	2.0	8.1	16	Light Industrial	16	0
D	2.0	26.0	52	Undeveloped	0	52
E	2.0	6.0	12	Residential/Light Industrial	10	2
F	2.0	7.0	14	Light Industrial	14	0
G	2.0	2.6	5	Light Industrial	5	0
H	2.0	0.9	2	Light Industrial	2	0
I	2.0	5.2	10	Industrial	10	0
J	570.5 GPD/UNIT[2]	8 UNITS	5	Residential	5	0
					TOTAL	123

NOTES:

[1] Flows calculated based on gross acreage of Development Area

[2] Based on 15gal/SF/yr obtained from approved 2005 City of Santa Paula Water Master Plan.

TOTAL AVERAGE DAILY DEMAND (GPM)=	76 GPM
Maximum Daily Demand (GPM), MDD = 1.5*ADD=	114.3 GPM
Peak Hour Demand (GPM) = 2.7*MDD=	308.6 GPM

APPENDIX B

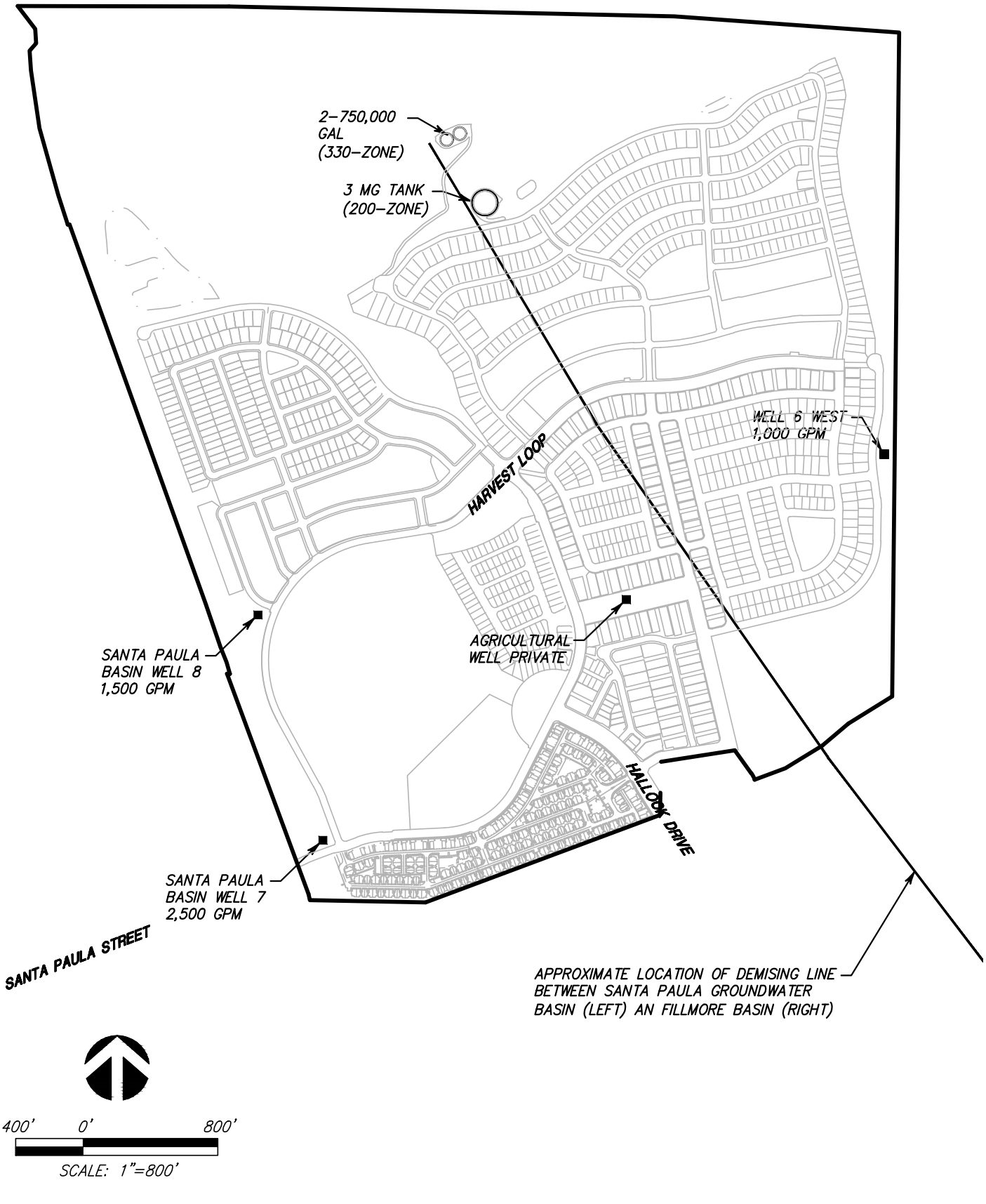
EAST AREA 1 RESIDENTIAL WATER METER READING DATA FOR THE YEAR 2022

Tract	Unit Count	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2022 Total
Cu. Ft. Water per month														
5985	54	38,405	34,104	34,004	39,604	33,003	48,404	32,803	27,603	40,103	37,304	32,304	30,303	427,944
5990	44	23,605	25,406	22,604	25,106	22,804	30,006	22,403	15,403	24,604	22,703	22,202	21,906	278,752
5991	15	6,215	7,908	6,207	7,107	6,208	9,110	5,910	4,906	7,007	6,708	7,107	6,808	81,201
5988	50	37,200	43,300	40,700	49,500	46,200	70,100	47,100	41,100	59,200	49,400	43,900	40,100	567,800
5989	36	20,900	21,000	21,800	26,500	24,000	34,100	21,300	19,900	26,400	24,400	24,500	21,800	286,600
5987	60	36,500	48,500	41,900	53,100	53,100	86,400	62,200	56,200	77,000	60,400	51,800	49,800	676,900
5986	44	24,200	23,500	19,900	24,200	20,100	29,600	19,900	16,800	23,600	22,800	23,600	23,000	271,200
5992	13	8,800	8,100	8,200	9,300	8,000	10,200	7,100	6,300	9,800	9,100	8,800	8,800	102,500
Total	**316**	**195,825**	**211,818**	**195,315**	**234,417**	**213,415**	**317,920**	**218,716**	**188,212**	**267,714**	**232,815**	**214,213**	**202,517**	**2,692,897**
Cu. Ft. Water per Home per month														**Avg.**
5985	54	711	632	630	733	611	896	607	511	743	691	598	561	660
5990	44	536	577	514	571	518	682	509	350	559	516	505	498	528
5991	15	414	527	414	474	414	607	394	327	467	447	474	454	451
5988	50	744	866	814	990	924	1,402	942	822	1,184	988	878	802	946
5989	36	581	583	606	736	667	947	592	553	733	678	681	606	663
5987	60	608	808	698	885	885	1,440	1,037	937	1,283	1,007	863	830	940
5986	44	550	534	452	550	457	673	452	382	536	518	536	523	514
5992	13	677	623	631	715	615	785	546	485	754	700	677	677	657
Avg	**316**	**620**	**670**	**618**	**742**	**675**	**1,006**	**692**	**596**	**847**	**737**	**678**	**641**	**710**
Gallons Per Home per month (7.48052/cu ft)														
Avg	**316**	4,636	5,014	4,624	5,549	5,052	7,526	5,178	4,455	6,337	5,511	5,071	4,794	5,312
Gallons Per Home per Day (30 days/month)														
Avg	**316**	155	167	154	185	168	251	173	149	211	184	169	160	177
Gallons Per Resident (3.5 residents/home)														
Avg	**316**	**44**	**48**	**44**	**53**	**48**	**72**	**49**	**42**	**60**	**52**	**48**	**46**	**51**

Average gallons per day per resident 51
Add 25% Factor 63.24

APPENDIX C

WELL SIZING CALCULATIONS & SCENARIOS



JENSEN DESIGN & SURVEY, INC
www.jdscivil.com
1672 DONLON STREET
VENTURA, CALIF. 93003
PHONE 805/654-6977
FAX 805/654-6979

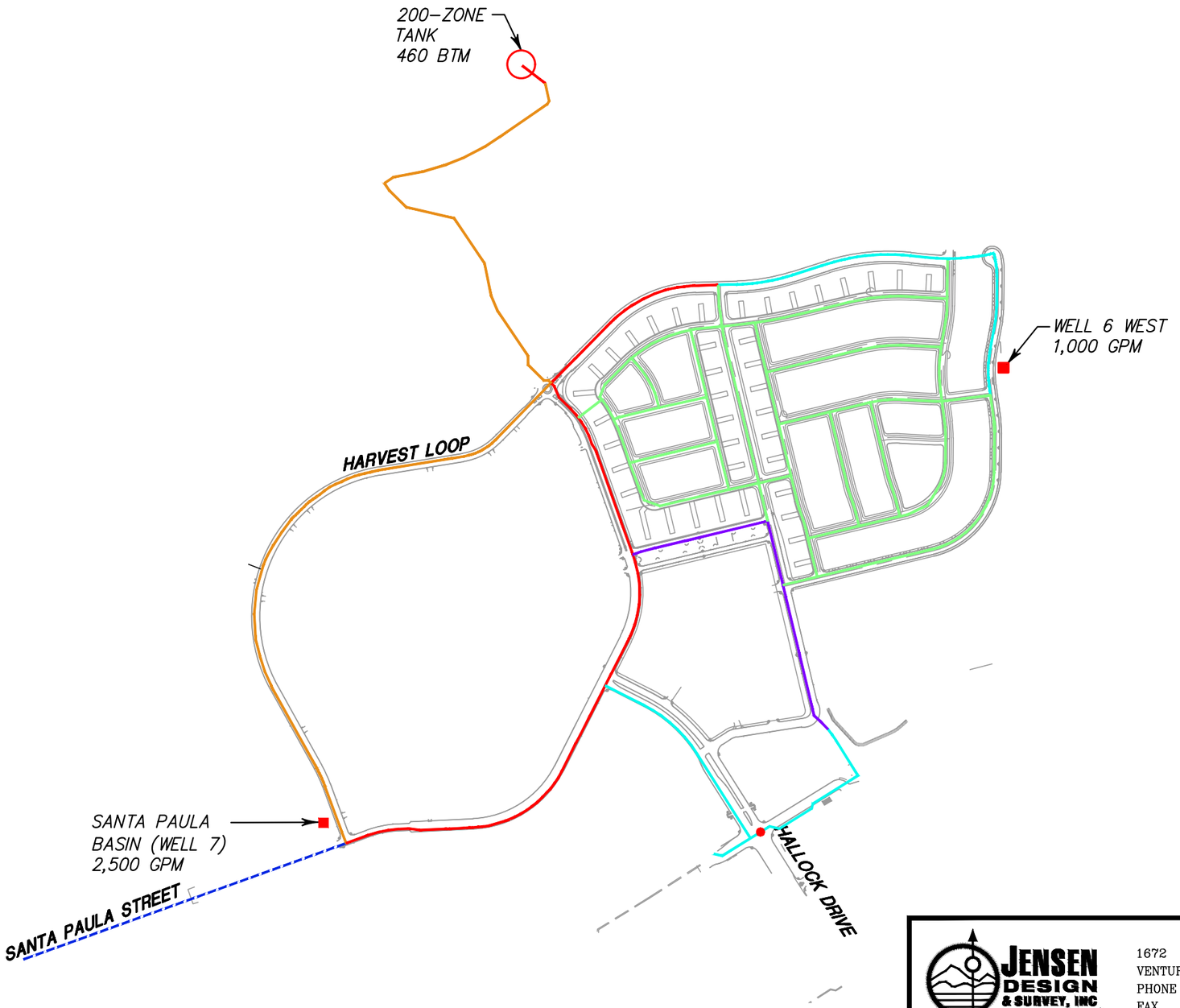
WELL LOCATION MAP

EXHIBIT 1

SHEET 1 OF 1

Mar 11, 2023

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LEGEND

- PROPOSED WELL
- FUTURE 20" TRANSMISSION LINE
- CONNECTION POINT TO CITY'S 200-ZONE
- 20" WATERLINE (200-ZONE)
- 14" WATERLINE (200-ZONE)
- 12" WATERLINE (200-ZONE)
- 10" WATERLINE (200-ZONE)
- 8" WATERLINE (200-ZONE)

300' 0' 600'

SCALE: 1"=600'

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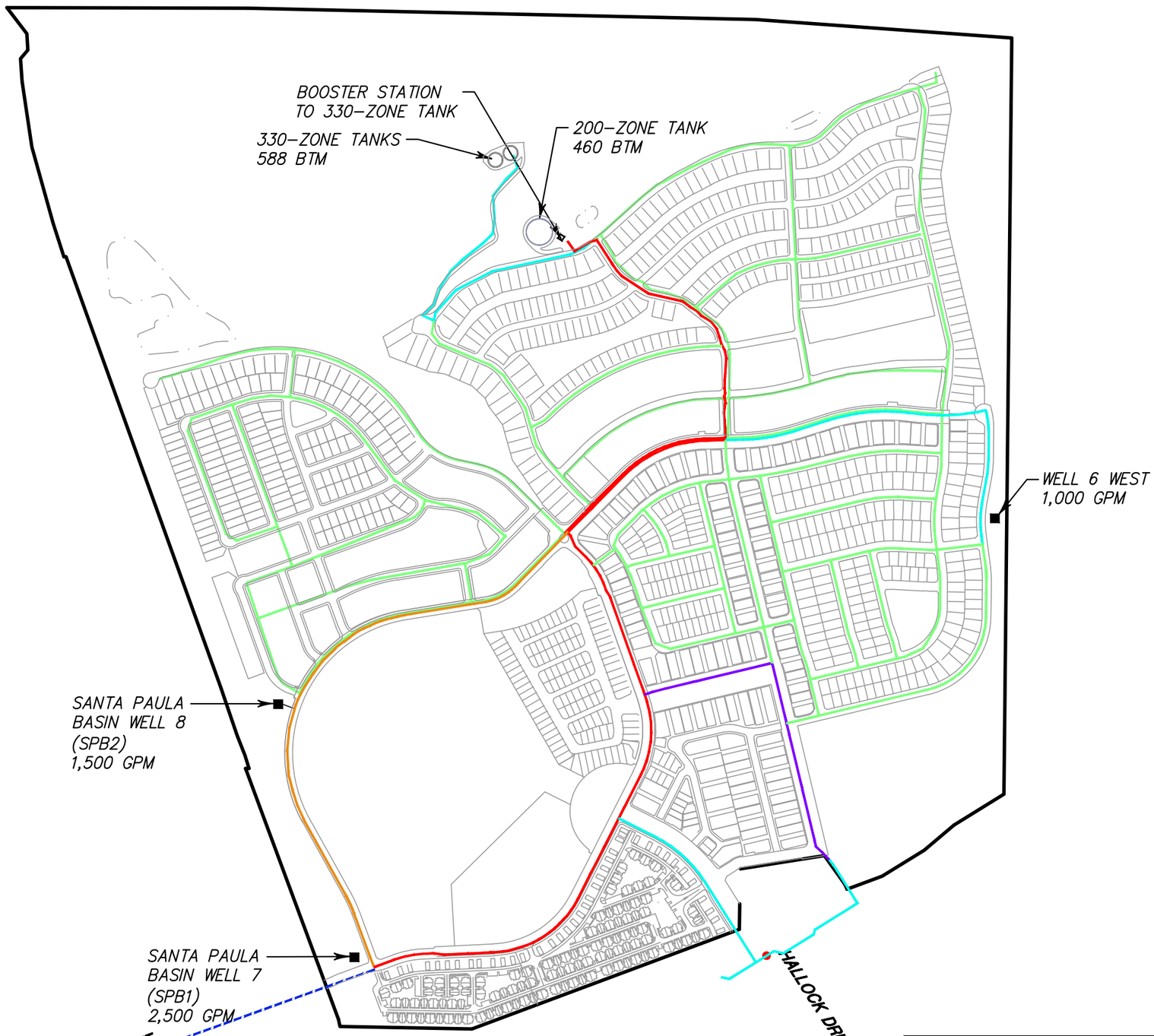
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FAX 805/654-6979

INTERIM BUILDOUT OF EA1 INFRASTRUCTURE MAP

EXHIBIT 2

SHEET 1 OF 1

Mar 11, 2023



LEGEND

- WELL (BUILT WITH 200–ZONE IMPROVEMENTS)
- FUTURE 20" TRANSMISSION LINE
- CONNECTION POINT TO CITY'S 200–ZONE
- PROPOSED WELL
- 200–ZONE WATERLINES (SIZE VARIES, SEE EXHIBIT 2)
- 20" WATERLINE (200–ZONE)
- 16" WATERLINE (200– & 330– ZONE INTERCONNECT)
- 12" WATERLINE (330–ZONE)
- 14" WATERLINE (200–ZONE)
- 10" WATERLINE (200–ZONE)
- 8" WATERLINE (330–ZONE)

300' 0' 600'

SCALE: 1"=600'

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FULL BUILDOUT OF EA1 INFRASTRUCTURE MAP

EXHIBIT 3

SHEET 1 OF 1

Mar 11, 2023

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East Area 1 Well Sizing

Well Sizing Wells 7 & 8 at 9 Hour pumping; Well 6 at 5.6 Hours

Maximum Day Demand (GPM) = 689
Maximum Day Demand Including EA2= 803

Pumping Criteria: Off-Peak (9-Hours Basis)

Well Sizing		
Well No.	Well Capacity (GPM)	MDD Served by Well
Well 6 West[1]	1,000	233
Santa Paula Basin Well No. 7[4]	2,500	940
Santa Paula Basin Well No. 8	1,500	564
	5,000	1,737

MDD served by Phase 1 Wells (GPM) =	689	
Additional Available Capacity for EA2 (GPM)=	1,048	*Need 114.3*
Excess Capacity	934	

Notes:

[1] Allocation to the Fillmore Basin is limited to 375 AFY. Therefore, run-time of the 1000 GPM Well 6 West is limited to the following:

375	AFY
16,335,000	CFY
44,753	CF/Day
334,779	Gal/day
232	GPM (24-Hr basis)
1,000	GPM (Size of Well)
5.6	*Hours <-- MAX ALLOWABLE RUN-TIME FOR 600 GPM Well*

[4] Santa Paula Basin Well Nos 7 &8 will supply the MDD on a 9-hour basis. Therefore, MDD served = Well Capacity/2.66

Well Sizing - Well 8 10-hour pumping, Well 6 5.6 hour pumping

Maximum Day Demand (GPM) = 689
Maximum Day Demand Including EA2= 803

Pumping Criteria: Off-Peak (9-Hours Basis)

Well Sizing		
Well No.	Well Capacity (GPM)	MDD Served by Well
Well 6 West[1]	0	0
Santa Paula Basin Well No. 7[4]	2,500	940
Santa Paula Basin Well No. 8	1,500	564
	4,000	1,504

Phase 1 MDD served by Phase 1 Wells (GPM) =	689	
Additional Available Capacity for EA2 (GPM)=	815	*Need 114.3*
Excess Capacity	701	

Notes:

[1] Allocation to the Fillmore Basin is limited to 375 AFY. Therefore, run-time of the 1000 GPM Well 6 West is limited to the following:

375	AFY
16,335,000	CFY
44,753	CF/Day
334,779	Gal/day
232	GPM (24-Hr basis)
0	GPM (Size of Well)
#DIV/0!	*Hours <-- MAX ALLOWABLE RUN-TIME FOR 600 GPM Well*

[4] Santa Paula Basin Well Nos 7 and 8 will supply the MDD on a 9-hour basis. Therefore, MDD served = Well Capacity/2.66

Well Sizing - Well 8 10-hour pumping, Well 6 5.6 hour pumping

Maximum Day Demand (GPM) = 689
Maximum Day Demand Including EA2= 803

Pumping Criteria: Off-Peak (9-Hours Basis)

Well Sizing		
Well No.	Well Capacity (GPM)	MDD Served by Well
Well 6 West[1]	1,000	233
Santa Paula Basin Well No. 7[4]	0	0
Santa Paula Basin Well No. 8	1,500	625
	2,500	858

Phase 1 MDD served by Phase 1 Wells (GPM) =	689	
Additional Available Capacity for EA2 (GPM)=	169	*Need 114.3*
Excess Capacity	55	

Notes:

[1] Allocation to the Fillmore Basin is limited to 375 AFY. Therefore, run-time of the 1000 GPM Well 6 West is limited to the following:

375	AFY
16,335,000	CFY
44,753	CF/Day
334,779	Gal/day
232	GPM (24-Hr basis)
1,000	GPM (Size of Well)
5.6	*Hours <-- MAX ALLOWABLE RUN-TIME FOR 600 GPM Well*

[4] Santa Paula Basin Well Nos 8 will supply the MDD on a 10-hour basis. Therefore, MDD served = Well Capacity/2.4

Well Sizing - Well 7 9-hour pumping, Well 6 5.6 hour pumping

Maximum Day Demand (GPM) = 689
Maximum Day Demand Including EA2= 803

Pumping Criteria: Off-Peak (9-Hours Basis)

Well Sizing		
Well No.	Well Capacity (GPM)	MDD Served by Well
Well 6 West[1]	1,000	233
Santa Paula Basin Well No. 7[4]	2,500	940
Santa Paula Basin Well No. 8	0	0
	3,500	1,173

Phase 1 MDD served by Phase 1 Wells (GPM) =	689	
Additional Available Capacity for EA2 (GPM)=	484	*Need 114.3*
Excess Capacity	370	

Notes:

[1] Allocation to the Fillmore Basin is limited to 375 AFY. Therefore, run-time of the 1000 GPM Well 6 West is limited to the following:

375	AFY
16,335,000	CFY
44,753	CF/Day
334,779	Gal/day
232	GPM (24-Hr basis)
1,000	GPM (Size of Well)
5.6	*Hours <-- MAX ALLOWABLE RUN-TIME FOR 600 GPM Well*

[4] Santa Paula Basin Well No 7 will supply the MDD on a 9-hour basis. Therefore, MDD served = Well Capacity/2.66

Well Sizing - Well 8 -13 Hour Pumping No Well 6 and 7

Maximum Day Demand (GPM) = 689
Maximum Day Demand Including EA2= 803

Pumping Criteria: Off-Peak (9-Hours Basis)

Well Sizing		
Well No.	Well Capacity (GPM)	MDD Served by Well
Well 6 West	0	0
Santa Paula Basin Well No. 7[4]	0	0
Santa Paula Basin Well No. 8	1,500	833
	1,500	833

Phase 1 MDD served by Phase 1 Wells (GPM) = 689
Additional Available Capacity for EA2 (GPM)= 144 *Need 114.3*

Notes:

[4] Santa Paula Basin Well Nos 8 will supply the MDD on a 13-hour basis. Therefore, MDD served = Well Capacity/1.8

Well Sizing only Well 7 for 9 hours

Maximum Day Demand (GPM) = 689
Maximum Day Demand Including EA2= 803

Pumping Criteria: Off-Peak (9-Hours Basis)

Well Sizing		
Well No.	Well Capacity (GPM)	MDD Served by Well
Well 6 West	0	0
Santa Paula Basin Well No. 7[4]	2,500	940
Santa Paula Basin Well No. 8	0	0
	2,500	940

MDD served by Phase 1 Wells (GPM) =	689	
Additional Available Capacity for EA2 (GPM)=	251	*Need 114.3*
Excess Capacity	137	

[4] Santa Paula Basin Well Nos 7 will supply the MDD on a 9-hour basis. Therefore, MDD served = Well Capacity/2.66

East Area 1 Well Sizing

Well Sizing Wells Well 6 Only 20 Hour running time

Maximum Day Demand (GPM) = 689
Maximum Day Demand Including EA2= 803

Pumping Criteria: Off-Peak (9-Hours Basis)

Well Sizing		
Well No.	Well Capacity (GPM)	MDD Served by Well
Well 6 West[1][3]	1,000	833
Santa Paula Basin Well No. 7[4]	0	0
Santa Paula Basin Well No. 8	0	0
	1,000	833

MDD served by Phase 1 Wells (GPM) = 689
Additional Available Capacity for EA2 (GPM)= 144 *Need 114.3*

Notes:

[1] Allocation to the Fillmore Basin is limited to 375 AFY. Therefore, run-time of the 1000 GPM Well 6 West is limited to the following if considering running for 365 days:

375	AFY
16,335,000	CFY
44,753	CF/Day
334,779	Gal/day
232	GPM (24-Hr basis)
1,000	GPM (Size of Well)
5.6	*Hours <-- MAX ALLOWABLE RUN-TIME FOR 600 GPM Well*

[3] Run time of Well 6 if only well operating is 20 hours to meet demand of project on a temporary basis. Total Acre Feet allowable from Fillmore Basin cannot be exceeded.

[4] Santa Paula Basin Well Nos 7 &8 will supply the MDD on a 9-hour basis. Therefore, MDD served = Well Capacity/2.66

APPENDIX D

TANK VOLUME CALCULATIONS

Tank Sizing And Fill Elevations

Minimum Tank Storage Capacity for East Area 1 & East Area 2 - Existing 200' Zone

		Fire					Daily Reglatory Storage (Gal)	Total Storage Required (MG)			
Reservior	Bottom Elev (ft)	Flow (GPM)	Duration (Hrs)	Required Fire Storage (Gal)	MDD (GPM)[1]	8-Hr Emergency Storage (Gal)	See Note [2]	See Note [2]	Tank Capacity (MG)	Surplus Capacity (MG)	Basis of Reccomendation
200-Zone	460	4500	4	1,080,000	519	249,222	663,553	1.99	3.00	1.01	See Note [2]

Notes:

[1]Because 3.0MG tank will be sized for the 200-Zone of East Area 1 and all of East Area 2, the $MDD_{,TOTAL}$= ($MDD_{,EA1,200\ zone}$ + $MDD_{,EA2}$)

[2] Well 6 West will supply a MDD of 233 GPM and operate on a 5.6-hour basis and Santa Paula Basin Well No. 7 will serve the remaining MDD and operate on a 9-hour basis. The tank has been sized based on these well operational patterns.

Minimum Tank Storage Capacity for East Area 1 - Upper Zone

		Fire					Daily Reglatory Storage (Gal)	Total Storage Required (MG)			
Reservior	Bottom Elev (ft)	Flow (GPM)	Duration (Hrs)	Required Fire Storage (Gal)	MDD (GPM)*	8-Hr Emergency Storage (Gal)	9-Hr Basis	9-Hr Basis	Tank Capacity (MG)	Surplus Capacity (MG)	Basis of Reccomendation
330-Zone	588	1500	2	180,000	284	136,238	362,735	0.68	1.52	0.84	9-Hr Basis

Tank Fill Elevations Updated 2023				
	200-Zone Tank		330- Zone Tank	
	Filled for 200-Zone EA1 Only	3MG Full	Filled for 330-Zone EA1 Only	1.52 MG Full
Diameter (ft)	137	137	72	72
Bottom Tank Elev (ft)	460	460	588	588
HWL (ft)	478.1	487.2	599.1	613.0
LWL (ft)	472.1	472.1	593.2	593.2
			591.0	

*For modeling purposes, tank are assummed to be full @ 8AM (when off-peak pumping ends)

Tank Fill Elevations 2017 Version				
	200-Zone Tank		330- Zone Tank	
	Filled for 200-Zone EA1 Only	3MG Full	Filled for 330-Zone EA1 Only	1.5 MG Full
Diameter (ft)	137	137	95	95
Bottom Tank Elev (ft)	460	460	588	588
HWL (ft)	480.9	487.2	613.3	616.3
LWL (ft)	472.8	472.8	597.4	597.4

APPENDIX E

REFERENCE: HALLOCK DRIVE FIRE FLOW TEST RESULTS

JENSEN DESIGN & SURVEY, INC.

1672 Donlon St.
Ventura, CA 93004
805-654-6977
www.jdscivil.com

Project: East Area 1
Job No.: LIM01.4521
Fire Department: City of Santa Paula
Water Purveyor: City of Santa Paula

APN:
Client: Limoneira
Observer: James Kelly / James McCoskey

Static Gage: 0011
Pitot Gage: 0012
Data Logger: 0011
Diffuser: 0014

Test No.	Location	Date	Time	c	d (in)	Observed Pressures (PSI) P_s	p	P_R	Flow Rates (GPM) Q_0	M	Q_{20}
1	102 Hallock Dr. - FLOW H632 - PRESSURE TEST H606	3/8/2016	9:38 AM	0.9	2.5	73.5	44	56.2	**1113**	1.84	**2048**
2				-	-	-	-	-			
3				-	-	-	-	-			
4				-	-	-	-	-			
5				-	-	-	-	-			
6				-	-	-	-	-			

c - Nozzle Coefficient of Discharge
d - Diameter of Flow Outlet in Inches
P_s - Static Pressure
p - Pitot Gage Pressure in PSI
P_R - Residual Pressure
Q_0 - Observed Flow
M - Multiplier for Extrapolated Flow
Q_{20} - Extrapolated Flow at 20 PSI

$$Q_0 = 29.83cd^2\sqrt{p}$$

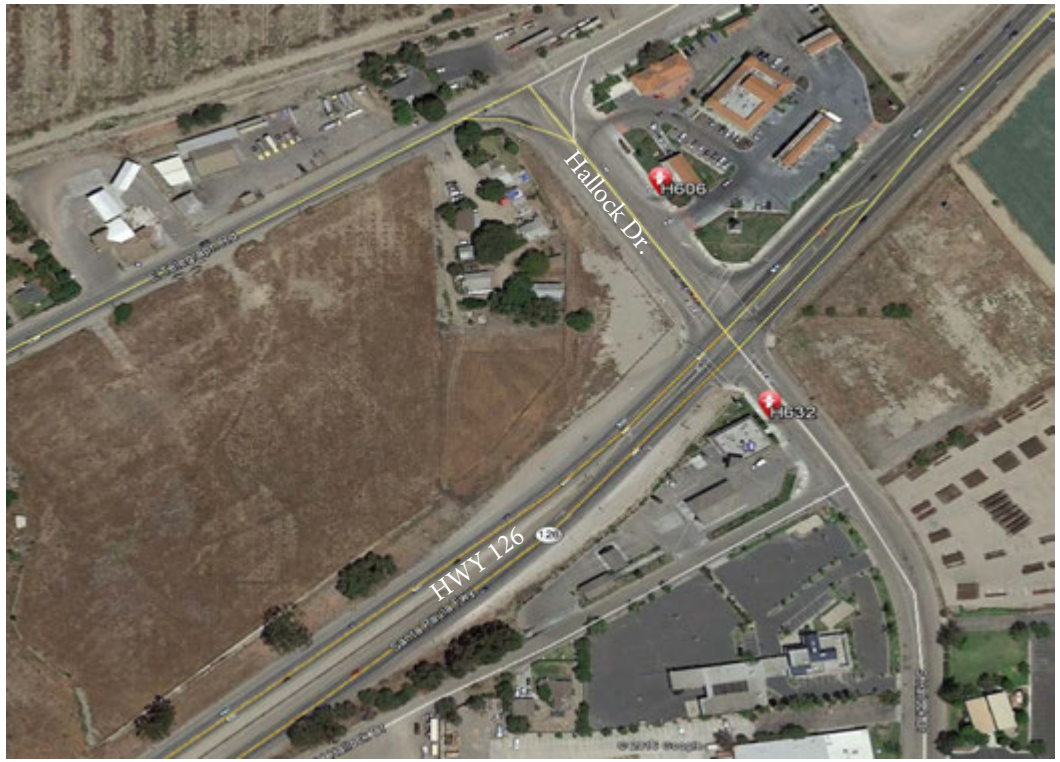
$$M = \frac{(P_R - 20)^{0.54}}{(P_R - P_S)^{0.54}}$$

$$Q_{20} = Q_0 * M$$

Note: The pressures and resultant flows shown above were observed at the date and time indicated. Use of these results are at your risk. There is no guarantee these results can be duplicated.

REGISTERED PROFESSIONAL ENGINEER
JAMES C. MCCOSKEY
No. C076941
EXP. 12/31/16
CIVIL
STATE OF CALIFORNIA

Map:



PRESSURE INPUT CACLULATIONS

102 Hallock Drive. Flow H632 - Pressure Test H606

Q (gpm)	Head (FT)*	Pressure (PSI)
0.0	169.6	73.5
1113.0	129.7	56.2
2048.0	46.2	20.0

* Head is assumed above mean sea level.

Pressure --> Head Calculation

$HGL = P_{sf}/\gamma + z$

z = Pump Elevation*

γ = 62.4 lbs/cf

Psf = psi* 144 si/sf

HGL = P*144/62.4 + z

HGL = P*2.31

*Elevation head is added into the WaterCAD model

EA1 INTERIM BUILDOUT (200-ZONE CONSTRUCTION PHASE)
WATERCAD JUNCTION MAP

Element Details			
ID	332	Notes	
Label	H606		

Pump Definition Type			
Pump Definition Type	Standard (3 Point)	Design Head	129.70 ft
Shutoff Flow	0 gpm	Maximum Operating Flow	2,048 gpm
Shutoff Head	169.60 ft	Maximum Operating Head	46.20 ft
Design Flow	1,113 gpm		

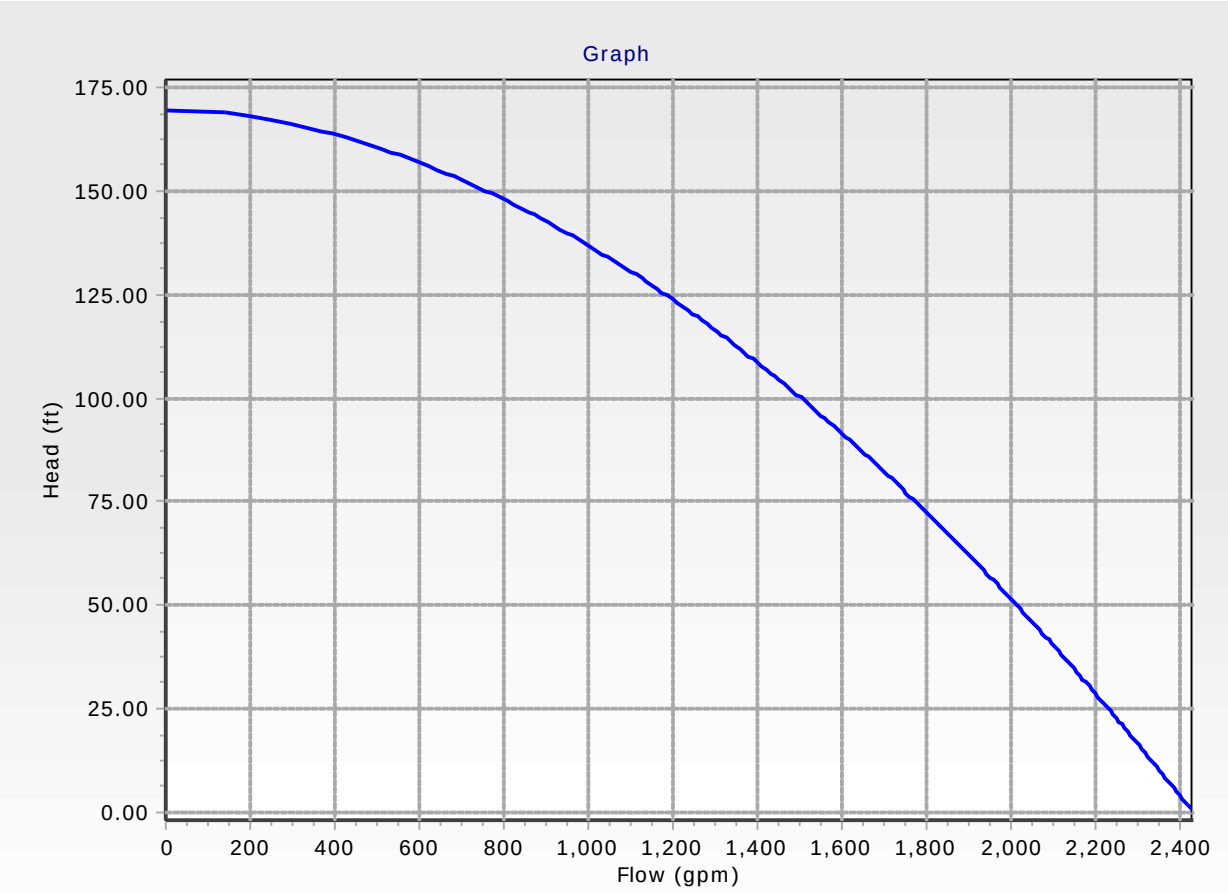
Pump Efficiency Type			
Pump Efficiency Type	Multiple Efficiency Points	Is Variable Speed Drive?	False
Motor Efficiency	100.0 %		

Flow-Efficiency Curve

Flow (gpm)	Efficiency (%)

Transient (Physical)			
Inertia (Pump and Motor)	0.000 lb·ft²	Specific Speed	SI=25, US=1280
Speed (Full)	0 rpm	Reverse Spin Allowed?	True

EA1 INTERIM BUILDOUT (200-ZONE CONSTRUCTION PHASE)
WATERCAD JUNCTION MAP



JENSEN DESIGN & SURVEY, INC
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Ventura, CA 93003
Local 805.654.6977
Fax 805.654.6979
www.jdscivil.com

Preliminary

03/13/2023 3:28:13 PM

WASTE WATER SYSTEM MASTER PLAN AMENDMENT

HARVEST AT LIMONEIRA (EAST AREA ONE)

Prepared for: **Limoneira Lewis Homebuilders, Inc.**



WASTE WATER SYSTEM MASTER PLAN AMENDMENT

HARVEST AT LIMONEIRA (EAST AREA ONE)

TRACT NO. 5854

HALLOCK DRIVE AND TELEGRAPH ROAD
SANTA PAULA, CA

prepared for:
Limoneira Lewis Homebuilders, Inc.
133 N 10th Street
Santa Paula, CA

prepared by:
Jensen Design & Survey, Inc.
1672 Donlon St.
Ventura, CA 93003

Kinsey Hensley, P.E.

March 10, 2023

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APPENDICES

APPENDIX A – ONSITE SEWER DESIGN

EXHIBIT 1 – HAUN CREEK NEIGHBORHOOD SEWER FLOW AREAS

EXHIBIT 2 – FOOTHILL NEIGHBORHOOD SEWER FLOW AREAS

EXHIBIT 3 – SANTA PAULA CREEK NEIGHBORHOOD SEWER FLOW AREAS

EXHIBIT 4 – CIVIC DISTRIC SEWER FLOW AREAS

APPENDIX B – OFFSITE SEWER DESIGN & EXHIBITS

EXHIBIT 5 – OFFSITE LAND USE

EXHIBIT 6 – LEMONWOOD STATION 1 SEWER FLOWS

EXHIBIT 7 – OFFSITE SEWER ALIGNMENT

APPENDIX C – SEWER FLOW MONITORING DATA

1.0 INTRODUCTION

The East Area One (Harvest at Limoneira) project site is comprised of approximately 495 acres and is located in the City of Santa Paula, California. The project site is bounded by Orcutt Creek to the east, hillside agricultural land to the north, Santa Paula Creek to the west, and the Santa Paula Branch Line Railroad to the south. The extents of the project site are shown in Figure 1: Vicinity Map, below.

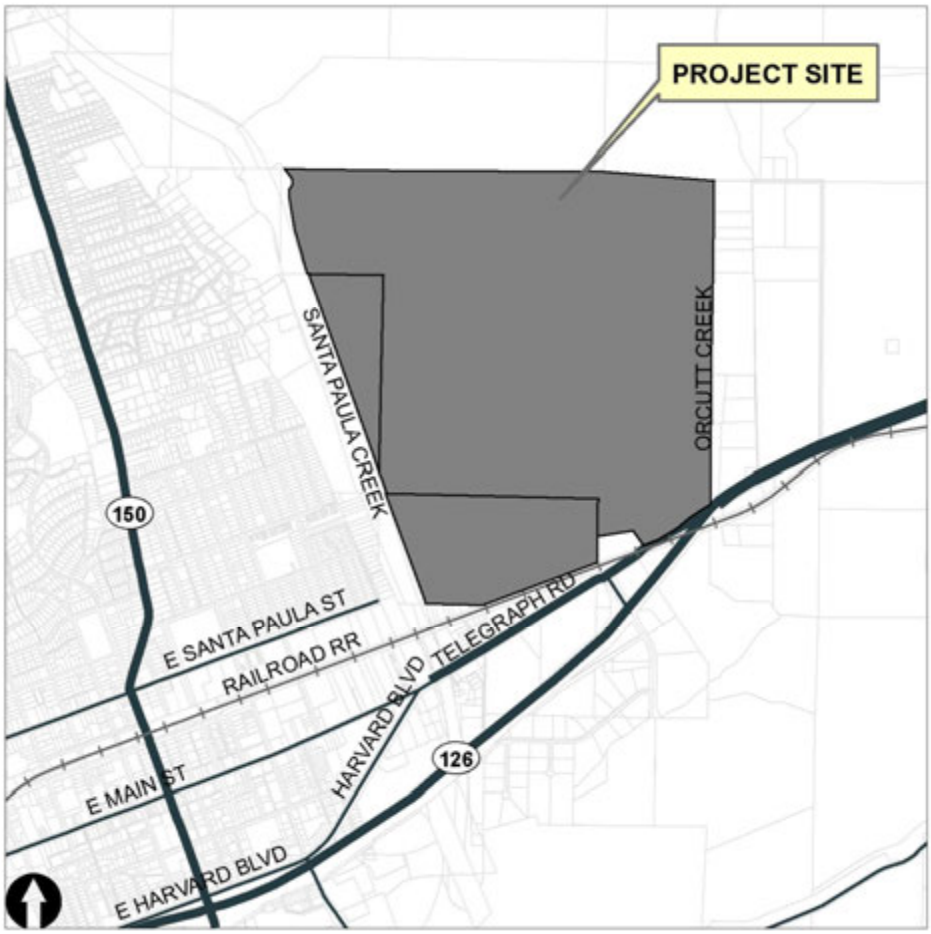


Figure 1: Vicinity Map

The proposed East Area One project will include various residential neighborhoods which will have a total of 2,050 single-family and multi-family units. The project will also include the Santa Paula Civic District which will contain post-secondary educational facilities, community facilities, and community play fields.

A Waste Water System Master plan from August of 2017 was approved with the backbone infrastructure of Tract 5854 for the original project description. This report will serve as an addendum to the master sewer study reflecting the changes to the infrastructure known at the date of this report and to support the change in unit count.

2.0 EXISTING CONDITIONS

2.1. STUDY AREA DESCRIPTION

The entirety of Tract 5854 is currently serviced by a 15" diameter sewer main in Telegraph Road installed with the Tract 5854 improvements. This sewer main is connected to the new sewer lift station also constructed with the Tract 5854 improvements (Lemonwood Lift Station 2). This lift station is sized to handle the approved Harvest at Limoneira project as well as the buildout of East Gateway Project Area, as described in the waste water system master plan. This report will analyze the existing pipe capacities onsite based on the current site configuration and proposed increase in unit count using the City of Santa Paula design standards.

3.0 DESIGN CRITERIA

3.1. CITY OF SANTA PAULA DESIGN STANDARDS

City of Santa Paula Public Works Department Sewer Design Standards were followed for the design of the proposed improvements for East Area One. A summary of the design standards followed is shown in Table 1: Sewer Design Criteria, below.

CRITERION	VALUE	COMMENT
VELOCITY		
	2 ft/s - 10 ft/s	
FLOW DEPTH		
	1/2 depth	Pipe sizes 10" and less in diameter
	2/3 depth	Pipe sizes 12" and larger in diameter
MINIMUM SLOPE		
	0.0040	8" diameter
	0.0028	10" diameter
	0.0020	12" diameter
	0.0020	14" diameter
	0.0016	15" diameter
MINIMUM HORIZONTAL RADIUS OF CURVATURE		
	200 ft	6" - 12" diameter
	300 ft	15" - 24" diameter
STANDARD DEPTHS		
	7 ft	Depth from gutter flowline to top of pipe
MANHOLE SPACING		
	350 ft	12" diameter and smaller
	400	15" diameter and larger

Table 1: Sewer Design Criteria

3.2. WASTEWATER GENERATION

Wastewater generation for all residential land uses within East Area One and offsite areas was calculated based on a wastewater flow of 85 gallons per capita day (gpcd) in the original report. Since 2017, the project has completed sewer flow monitoring at three manholes as well as collected water meter readings for 316 onsite homes. The water demand rate equates to 64 gpcd. Assuming 25% of the water use is for irrigation, a sewer discharge rate of 75% of water demand would equate to 48 gpcd.

Sewer flow monitoring was completed from October 24, 2022 to November 1, 2022. At the time of the measurements, 520 units were occupied within Harvest at Limoneira. The measured flow rates at the onsite manhole just north of the Railroad tracks on Hallock showed a measured flow rate of 0.084 cfs as shown in Appendix C. Converting this to a per capita flow rate, the assumption of 3.5 people per unit yields a 30 gpcd as an average flow rate and 58 gpcd as a maximum flow rate. These values show that using a 48 gpcd is a reasonable assumption for the sewer master plan calculations.

In addition to the proposed sewer system servicing Tract 5854, it will also be sized to accommodate the parcels between the southerly Tract Boundary and Highway 126, known as East Gateway Project Area. Water demand for those offsite areas that will have sewer service from the proposed improvements in the East Area One project was calculated based on land use, acreage, SFR density, and FAR values obtained from the Santa Paula Water Master Plan, dated October 2005, the East Gateway EIR, dated September 2012, and the East Gateway Specific Plan, dated September 2012. Exhibit 1: Offsite Land Use shows these offsite areas with the contributing to the overall system. A summary of the wastewater generation for Harvest at Limoneira and offsite areas is shown in Table 2: Summary Wastewater Generation for Sewer A summary of the original wastewater generation for East Area One including offsite areas is shown in Table 3: Original 2017 Summary Wastewater Generation for Sewer, below.

LAND USE	UNITS	AREA (ACRES)	SEWER GNEERATION RATES[6,7]	AVERAGE DAILY WATER FLOW (GPM)	AVERAGE DAILY WASTEWATER FLOW (GPM)[5]	PEAK DAILY WET WASTEWATER FLOW (GPM) (3xADWF)	PEAK HOUR FLOW (GPM) (2xADWF)
EAST AREA ONE							
Residential	2050						
Santa Paula Creek Neighborhood	489		48 gpcd[7]	-	57.1	171.2	114.1
Foothill Neighborhood	554		48 gpcd[7]	-	64.6	193.9	129.3
Haun Creek Neighborhood	586		48 gpcd[7]	-	68.4	205.1	136.7
Parcel C (pm 6065)	121		48 gpcd[7]	-	14.1	42.4	28.2
Parcel A Lots 1-3	300		48 gpcd[7]	-	35.0	105.0	70.0
Civic/Institutional		10.94	1.81 AF/YR/acre	12.3	9	27.6	18.4
EAST AREA ONE SUBTOTAL				**12.3**	**248.4**	**745.1**	**496.7**
OFFSITE (EAST GATEWAY PROJECT AREA)							
Residential[1]	8		85 gpcd[7]	-	1.7	5.0	3.3
Light Industrial[2]	186,008	14.2	2.49 gal/SF/YR	0.9	0.7	2.0	1.3
East Gateway North (Retail)[3]	20,574	2.1	2.49 gal/SF/YR	0.1	0.1	0.2	0.1
East Gateway South (Retail)[3]	326,511	32.6	2.49 gal/SF/YR	1.5	1.2	3.5	2.3
Industrial[2]	764,478	58.5	15.1 gal/SF/YR	22.0	16.5	49.4	32.9
Highway Commercial[4]	600,039	55.1	15.1 gal/SF/YR	17.2	12.9	38.8	25.9
OFFSITE (EAST GATEWAY PROJECT AREA) SUBTOTAL				**41.7**	**32.9**	**98.8**	**65.9**
TOTAL				**54.0**	**281.3**	**844.0**	**562.6**
FLOW TO LEMONWOOD LIFT STATION #2[8]				**54.0**	**281.3**	**844.0**	**562.6**

[1] Assuming 1 unit per parcel
[2] FAR=0.30 per East Gateway EIR Appendix 2.0
[3] FAR=0.23 per East Gateway Specific Plan
[4] FAR=0.25 per East Gateway EIR Appendix 2.0
[5] Demand rates per 75% water demand - applicable to all land uses
[6] 3.5 people per household
[7] Calculated Water Demand based on 2022 water meter readings is 64 gpd/capita - residential sewer flow would be 75% of 64 = 48 gpd/capita
[8] Inflow in final condition post project improvements

Table 2: Summary Wastewater Generation for Sewer

LAND USE	UNITS	AREA (ACRES)	WATER DEMAND RATES[6]	AVERAGE DAILY WATER FLOW (GPM)	AVERAGE DAILY WASTEWATER FLOW (GPM)[5]	PEAK DAILY WET WASTEWATER FLOW (GPM)	PEAK HOUR FLOW (GPM)
EAST AREA ONE							
Residential							
Santa Paula Creek Neighborhood	376		85 gpcd[7]	-	77.7	233.0	155.4
Foothill Neighborhood	492		85 gpcd[7]	-	101.6	304.9	203.3
Haun Creek Neighborhood	632		85 gpcd[7]	-	130.6	391.7	261.1
Light Industrial	25,000		2.49 gal/SF/YR	0.1	0.1	0.3	0.2
Commercial	215,000		15.1 gal/SF/YR	6.2	4.6	13.9	9.3
Civic/Institutional		20.2	1.81 AF/YR/acre	22.7	17	51.0	34.0
EAST AREA ONE SUBTOTAL				**29.0**	**331.6**	**994.9**	**663.2**
OFFSITE (EAST AREA TWO)							
Residential[1]	8		85 gpcd[7]	-	1.7	5.0	3.3
Light Industrial[2]	186,008	14.2	2.49 gal/SF/YR	0.9	0.7	2.0	1.3
East Gateway North (Retail)[3]	20,574	2.1	2.49 gal/SF/YR	0.1	0.1	0.2	0.1
East Gateway South (Retail)[3]	326,511	32.6	2.49 gal/SF/YR	1.5	1.2	3.5	2.3
Industrial[2]	725,118	55.5	15.1 gal/SF/YR	20.8	15.6	46.9	31.2
Highway Commercial[4]	595,594	54.7	15.1 gal/SF/YR	17.1	12.8	38.5	25.7
OFFSITE (EAST AREA TWO) SUBTOTAL				**40.5**	**32.0**	**96.0**	**64.0**
TOTAL				**69.4**	**363.6**	**1,090.9**	**727.2**
FLOW TO LEMONWOOD LIFT STATION #1[8]				**16.0**	**12.0**	**36.1**	**24.0**
FLOW TO LEMONWOOD LIFT STATION #2[8]				**53.4**	**351.6**	**1,054.8**	**703.2**

[1] City of Santa Paula Water Master Plan Table 5-1 SFR density=1/6,000 DU/SF
[2] FAR=0.30 per East Gateway EIR Appendix 2.0
[3] FAR=0.23 per East Gateway Specific Plan
[4] FAR=0.25 per East Gateway EIR Appendix 2.0
[5] Demand rates per 75% water demand
[6] 3.5 people per household
[7] 85 gpcd wastewater flow per City of Santa Paula Wastewater Master Plan
[8] Inflow in final condition post project improvements

Table 3: Original 2017 Summary Wastewater Generation for Sewer

4.0 PROPOSED IMPROVEMENTS

4.1. ONSITE IMPROVEMENTS

4.1.1. PHASE 1 – BACKBONE INFRASTRUCTURE

Phase 1 improvements included all of the backbone infrastructure needed to serve the project area. All sewer piping is PVC and ranges in size from 8" to 15", with 4" and 6" laterals serving individual lots. All manholes will be 60" diameter polymer manholes. Sewer depths and slopes are shown on the Tract 5854 Improvement plans City of Santa Paula Drawing Number 40.35.04. The system is shown in Exhibits 2-58 and the system design calculations are shown in Table B1: Onsite Sewer Manhole Depths and Table B2: Onsite Sewer Design Calculations located in Appendix B – Onsite Sewer Design. Below is a summary of the layout of the proposed system:

Line C (reaches 1-2): Line C runs northwest to southeast and is located in Hallock Drive. It serves as the backbone for conveying the majority of onsite flows to offsite Line B which leads to the new Lemonwood lift station 2.

Line D (reaches 3-7): Line D runs west to northeast and is located in Santa Paula Street. It serves the light industrial use areas, the startup flows from Wells 7 and 8, the sports park, and part of the civic use area and connects into Line C.

Line E (reaches 8-9, 11-14): Line E is located in Limoneira Lane. It serves all of the Haun Creek Neighborhood and a portion of the Foothill Neighborhood and connects into Line C.

Line F (reaches 16-25): Line F is located in Haun Creek Drive. It serves a portion of Haun Creek Neighborhood and connects into Line E.

Line G (reach 26): Line G is located in the lower middle of Haun Creek Neighborhood. It serves a portion of Haun Creek Neighborhood and connects into Line F.

Line H (reaches 27-32): Line H runs north to south and is located in Santa Paula Street. It serves the residential use areas, Recreation Center, a portion of Foothill Neighborhood, and all of Santa Paula Creek Neighborhood and connects into Line C.

Line I (reaches 33-39): Line I runs west to east and is located in Harvest Loop West. It serves the majority of the Santa Paula Creek Neighborhood and connects into Line H.

Line J (reach 40): Line J runs east to west and is located in the Harvest Loop East. It serves a portion of the Foothill Neighborhood and connects into Line H.

Line K (reach 41): Line K runs north to south and is an 8” sewer stub located in Harvest Loop Road at the western Santa Paula Creek Neighborhood internal street. It serves a portion of the Santa Paula Creek Neighborhood and connects into Line I.

Line L (reach 42): Line L runs north to south and is an 8” sewer stub located in Harvest Loop Road at the central Santa Paula Creek Neighborhood internal street. It serves a portion of the Santa Paula Creek Neighborhood and connects into Line I.

Line M (reach 43): Line M runs north to south and is an 8” sewer stub located in Harvest Loop Road at the eastern Santa Paula Creek Neighborhood internal street. It serves a portion of the Santa Paula Creek Neighborhood and connects into Line I.

Line N (reach 44): Line N runs north to south and is an 8” sewer stub located in the Harvest Loop Road at the western Foothill Neighborhood internal street. It serves a portion of the Foothill Neighborhood and connects into Line J.

Line O (reach 45): Line O runs north to south and is an 8” sewer stub located in the Harvest Loop Road at the central Foothill Neighborhood internal street. It serves a portion of the Foothill Neighborhood and in the future will travel south and connect to Line E.

Line P (reach 46): Line P runs north to south and is an 8” sewer stub located in the Harvest Loop Road at the eastern Foothill Neighborhood internal street. It serves a portion of the Foothill Neighborhood and in the future will travel south and connect to Line G.

Line R (reach 15): Line R runs west to east and is an 8” sewer stub located at the intersection of Autumn Path Lane and Limoneira Lane. It serves a portion of the multi-family lot in the Haun Creek Neighborhood and connects to Line E.

Line S (reach 10): Line S runs north to south and is an 8" sewer stub location on Packinghouse Street. It serves a portion of the multi-family lot in the Haun Creek Neighborhood and connects to Line E.

4.1.2. INTRACT IMPROVEMENTS

All in-tract neighborhood sewer improvements will be 8" in size. All sewer mains located in private streets will have sewer easements dedicated to the City and will be public.

4.1.3. WELL DISCHARGE

Currently three wells are proposed and designed into the Tract 5854 improvements. Well 6 is located on the east side of the project and has a flow rate of approximately 1,000 gallons per minute. The well startup discharge would connect into the 10" diameter Line 'F'.

Well 7 and 8 are both located on the west side of the property in the Santa Paula Creek linear park. Well 7 is designed to be 2,500 gpm and Well 8 is designed to be 1,500 gallons per minute. As a requirement post project approval, the City desired the wells startup water to be connected into the sewer system and not discharged to the surface. Sewer line 'D' has been extended to Well 7 within Santa Paula Street and Harvest Loop. Well 8 will tie into a 12" sewer main that runs through the sports park or Parcel F of Tract 5854. The startups for the wells are instantaneous in nature and therefore in these conditions, the sewer pipelines can flow full. It is assumed each well start up time will be offset from the others. Only one well can discharge into the system at one time. Well 7 startup will need to be controlled to not discharge more than a rate of 1,500 gpm.

LINE #	DIAMETER	MIN SLOPE	SEWER DESIGN FLOW (CFS) (FROM SEWER REPORT TABLE B2)	MAX FLOW W/ WELL DISCHARGE (CFS)	FLOW DEPTH
SPORTS PARK	12"	2.00%	-	3.34	6.1"
LINE 'D'	12"	0.50%	0.05	3.39	10.3"
LINE 'C'	15"	0.30%	0.84	4.18	11.3"
OFFSITE	15"	0.30%	2.30	5.69	15"

Table 4: Sewer Flows for pipes carrying Well 8 Discharge

4.2 OFFSITE IMPROVEMENTS

East Area One constructed a new lift station known as Lemonwood Lift Station 2 located at the end of Old Hallock Drive, south of Highway 126. The onsite flows come through a new 15" sewer line west on Telegraph, south on a private parcel, under Highway 126, and into Lift Station 2. The lift station then pumps effluent south and west on Lemonwood drive in a force main to Santa Paula Creek where it crosses under Santa Paula Creek to a gravity manhole just west of the Creek. See Exhibit 7 for location and alignment. Flows will continue west to the Santa Paula Sewer Treatment Plant in Santa Maria Street.

The existing Lemonwood Lift Station 1 is located at the end of Quail Court. This lift station originally serviced a portion of the area south of the East Area One project as shown on Exhibit 6. Lift Station 1 will remain operational and will service the area west of Lift Station 2. Everything West of Lift Station 2, will remain to gravity feed to Lift Station 1, where it will then be pumped east to Lift Station 2. Everything east of Lift Station 2 will gravity feed to Lift Station 2 through newly constructed pipes. Lift Station 2 will then be the only lift station to pump effluent westerly across Santa Paula Creek and therefore will handle all sewer flows East of Santa Paula Creek.

Lift Station 2 was designed by Romtec Utilities. The lift station includes a 12' diameter wet well with three 15 HP submersible chopper pumps. Two pumps are duty pumps and one is a backup pump. Each pump has a pumping rate of 550 GPM and a TDH of 70.3 feet. More detailed information can be found in the O&M plan prepared by Romtec at the time of the lift station turnover to the City of Santa Paula. The lift station also includes a 33,200 gallon emergency storage tank buried at the depth of the wet well.

5.0 CONCLUSIONS AND RECOMMENDATIONS

The existing infrastructure constructed to date has been designed in accordance with City approved plans and reports. The system can handle the increase in unit count from the Harvest at Limoneira project.

APPENDIX A

ONSITE SEWER DESIGN & EXHIBITS

EAST AREA ONE
SUMMARY WASTEWATER GENERATION FOR SEWER

LAND USE	UNITS	AREA (ACRES)	SEWER GNEERATION RATES[6,7]	AVERAGE DAILY WATER FLOW (GPM)	AVERAGE DAILY WASTEWATER FLOW (GPM)[5]	PEAK DAILY WET WASTEWATER FLOW (GPM) (3xADWF)	PEAK HOUR FLOW (GPM) (2xADWF)
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Parcel A Lots 1-3	300		48 gpcd[7]	-	35.0	105.0	70.0
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East Gateway North (Retail)[3]	20,574	2.1	2.49 gal/SF/YR	0.1	0.1	0.2	0.1
East Gateway South (Retail)[3]	326,511	32.6	2.49 gal/SF/YR	1.5	1.2	3.5	2.3
Industrial[2]	764,478	58.5	15.1 gal/SF/YR	22.0	16.5	49.4	32.9
Highway Commercial[4]	600,039	55.1	15.1 gal/SF/YR	17.2	12.9	38.8	25.9
OFFSITE (EAST GATEWAY PROJECT AREA) SUBTOTAL				**41.7**	**32.9**	**98.8**	**65.9**
TOTAL				**54.0**	**281.3**	**844.0**	**562.6**
FLOW TO LEMONWOOD LIFT STATION #2[8]				**54.0**	**281.3**	**844.0**	**562.6**

[1] Assuming 1 unit per parcel
[2] FAR=0.30 per East Gateway EIR Appendix 2.0
[3] FAR=0.23 per East Gateway Specific Plan
[4] FAR=0.25 per East Gateway EIR Appendix 2.0
[5] Demand rates per 75% water demand - applicable to all land uses
[6] 3.5 people per household
[7] Calculated Water Demand based on 2022 water meter readings is 64 gpd/capita - residential sewer flow would be 75% of 64 = 48 gpd/capita
[8] Inflow in final condition post project improvements

TABLE B1: ONSITE SEWER MANHOLE DEPTHS			
EAST AREA ONE			
SSMH #	RIM ELEV (ft)	U/S INVERT ELEV (ft)	DEPTH TO INVERT (ft)
1	313.85	298.52	15.33
2	316.33	303.35	12.98
3	319.68	304.50	15.18
4	321.27	306.25	15.02
5	321.58	308.02	13.56
6	320.35	309.31	11.04
7	321.16	310.82	10.34
8	322.43	312.18	10.25
9	313.11	299.34	13.77
10	312.89	299.55	13.34
11	311.43	300.68	10.75
12	311.25	300.95	10.30
13	314.45	302.07	12.38
14	317.29	303.90	13.39
16	317.98	304.57	13.41
17	321.64	306.37	15.27
18	318.15	308.13	10.02
19	319.91	308.81	11.10
20	325.86	317.50	8.36
21	332.07	322.63	9.44
22	333.45	323.52	9.93
23	339.20	330.48	8.72
24	348.74	340.78	7.96
25	353.42	345.06	8.36
26	321.64	309.26	12.38
27	328.03	318.89	9.14
28	334.78	326.92	7.86
29	341.54	330.66	10.88
30	346.44	332.48	13.96
31	347.02	337.53	9.49
32	346.52	339.00	7.52
33	348.49	340.73	7.76
34	350.48	342.44	8.04
35	351.65	343.48	8.17
36	352.11	344.52	7.59
37	351.80	344.75	7.05
38	347.03	336.75	10.28
39	349.31	341.59	7.72
40	343.85	334.91	8.94
D	323.34	313.18	10.16
8A	323.68	313.63	10.05
8B	324.38	314.03	10.35

TABLE B2: ONSITE SEWER DESIGN

EAST AREA ONE

REACH ID	LINE ID	DESCRIPTION	END SSMH#	START SSMH#	FLOW (gpm)	FLOW (cfs)	FLOW IDs/DESCRIPTION	PIPE SIZE (in)	END INVERT (ft)	START INVERT (ft)	LENGTH (ft)	SLOPE (ft/ft)	VELOCITY (ft/s)	DEPTH (FT)	% FULL
1	C	Hallock Dr @ Packing House St.	1	2	414.7	0.924	All except A1-A13, B2 & B3	15	298.52	303.35	327.82	0.0140	4.50	3.4	22.7
2	C	Hallock Dr	2	3	309.7	0.690	All except A1-A13, B2, B3 & D1	15	303.35	304.50	295.07	0.0030	2.45	4.2	28.0
3	D	Hallock Dr @ Santa Paula St	3	4	22.9	0.051	D2+Sports	12	304.50	306.25	245.00	0.0070	1.46	1.1	9.2
4	D	S. Santa Paula St	4	5	22.93	0.0511	D2+Sports	12	306.25	308.02	334.28	0.0050	1.25	1.2	10.0
5	D	S. Santa Paula St	5	6	22.93	0.0511	D2+Sports	12	308.02	309.31	237.34	0.0050	1.25	1.2	10.0
6	D	S. Santa Paula St	6	7	0.00	0.0000	Sports	12	309.31	310.82	282.35	0.0050	0.30		0.0
7	D	S. Santa Paula St	7	8	0	N/A	Sports	12	310.82	312.18	251.01	0.0050	N/A	N/A	N/A
8	E	Packing House St.	1	9	330.4	0.736	A1-A13, B2 & B3	12	298.52	299.34	169.95	0.0030	2.60	4.7	39.2
9	E	Packing House St.	9	10	318.5	0.710	A1-A12, B2 & B3	12	299.34	299.55	36.27	0.0030	2.50	4.7	39.2
10	S	Packing House St.	10	CAP	42.0	0.094	A1	8	299.68	300.17	45.50	0.0108	2.20	1.4	17.5
11	E	Packing House St.	10	11	288.4	0.643	A2-A13, B2 & B3	12	299.55	300.68	342.32	0.0030	2.43	4.4	36.7
12	E	Packing House St.	11	12	288.4	0.643	A2-A13, B2 & B3	12	300.68	300.95	57.39	0.0030	2.43	4.4	36.7
13	E	Limoneira Lane	12	13	288.4	0.643	A2-A13, B2 & B3	12	300.95	302.07	340.26	0.0030	2.43	4.4	36.7
14	E	Limoneira Lane	13	14	288.4	0.643	A2-A13, B2 & B3	12	302.07	303.90	287.37	0.0050	2.97	3.8	31.7
15	R	Limoneira Lane @ Autumn Path	14	CAP	11.9	0.027	A13	8	303.90	304.54	57.39	0.0110	1.38	0.8	10.0
16	F	Autumn Path Lane	14	16	276.5	0.616	A2-A12 & B2 & B3	12	303.63	304.57	168.00	0.0050	2.97	3.7	30.8
17	F	Autumn Path Lane	16	17	13.3	0.030	A4-A12	12	304.57	306.37	339.62	0.0050	1.02	1.0	8.3
18	F	Autumn Path Lane	17	18	10.9	0.024	A5-A12	12	306.37	308.13	327.22	0.0050	0.99	0.8	6.7
19	F	Autumn Path Lane	18	19	10.9	0.024	A5-A12	12	308.13	308.81	99.21	0.0050	0.99	0.8	6.7
20	F	Autumn Path Lane	19	20	8.4	0.019	A6-A12	10	308.81	317.50	309.44	0.0280	1.98	0.5	5.0
21	F	Autumn Path Lane	20	21	6.7	0.015	A7-A12	10	317.50	322.63	323.29	0.0160	1.12	0.6	6.0
22	F	Autumn Path Lane	21	22	4.6	0.010	A8-A12	10	322.63	323.20	69.77	0.0080	1.04	0.5	5.0
23	F	Autumn Path Lane	22	23	4.2	0.009	A9-A12	8	323.52	330.48	230.62	0.0300	1.61	0.4	5.0
24	F	Autumn Path Lane	23	24	2.8	0.006	A10-A12	8	330.48	340.78	303.09	0.0340	1.08	0.4	5.0
25	F	Autumn Path Lane	24	25	0.4	0.001	A12	8	340.78	345.06	152.67	0.0280	0.33	0.2	2.5
26	G	Autumn Path Lane Internal	16	CAP	263.2	0.586	A2,A3,B2 & B3	12	304.57	305.47	58.50	0.0154	4.29	2.8	23.3
27	H	N. Santa Paula St	3	26	286.8	0.639	B1, C1-C4 & D3, D4	12	304.50	309.26	224.28	0.0210	4.99	2.6	21.7
28	H	N. Santa Paula St	26	27	286.8	0.639	B1, C1-C4 & D3, D4	12	309.26	318.89	315.72	0.0300	5.33	2.5	20.8
29	H	N. Santa Paula St	27	28	244.4	0.545	B1, C1-C4, & D4	10	318.89	326.92	339.30	0.0230	5.05	2.5	25.0
30	H	N. Santa Paula St	28	29	244.4	0.545	B1, C1-C4, D4	10	326.92	330.66	339.90	0.0110	3.75	3.1	31.0
31	H	N. Santa Paula St	29	30	244.4	0.545	B1, C1-C4 & D4	10	330.66	332.48	309.87	0.0060	3.08	3.6	36.0
32	H	N. Santa Paula St	30	CAP	16.1	0.036	C1	8	332.48	334.02	102.50	0.0150	1.84	0.8	10.0
33	I	West Harvest Loop	30	31	155.1	0.345	C2-C4, D4	8	332.48	337.53	340.79	0.0150	3.66	2.5	31.3
34	I	West Harvest Loop	31	32	155.1	0.345	C2-C4	8	337.53	339.00	274.07	0.0050	2.60	3.2	40.0
35	I	West Harvest Loop	32	33	86.1	0.192	C3-C4	8	339.00	340.73	325.82	0.0050	2.40	2.2	27.3
36	I	West Harvest Loop	33	34	86.1	0.192	C3-C4	8	340.73	342.44	322.28	0.0050	2.40	2.2	27.3
37	I	West Harvest Loop	34	35	29.4	0.066	C4	8	342.44	343.48	188.06	0.0050	1.54	1.4	17.5
38	I	West Harvest Loop	35	36	29.4	0.066	C4	8	343.48	344.52	188.06	0.0050	1.54	1.4	17.5
40	J	East Harvest Loop	30	38	68.6	0.153	B1	8	332.48	336.75	227.00	0.0190	3.19	1.6	20.0
41	K	West Harvest Loop	36	CAP	29.4	0.066	C4	8	344.62	345.52	46.00	0.0210	2.34	1.1	13.8
42	L	West Harvest Loop	34	CAP	56.7	0.126	C3	8	342.54	342.98	43.55	0.0100	2.36	1.7	21.3
43	M	West Harvest Loop	32	CAP	69.0	0.154	C2	8	339.10	340.00	43.50	0.0210	3.21	1.6	20.0
44	N	West Harvest Loop	38	CAP	68.6	0.153	B1	8	336.95	337.85	47.50	0.0190	3.19	1.6	20.0
45	O	East Harvest Loop	39	CAP	72.8	0.162	B2	8	341.59	341.85	52.50	0.0060	2.13	2.2	27.5
46	P	East Harvest Loop	40	CAP	52.5	0.117	B3	8	334.91	335.41	47.50	0.0110	2.44	1.6	20.0



LEGEND

- FLOW AREA BOUNDARY
- A1 — FLOW AREA ID & DESCRIPTION
- 6" SANITARY SEWER LATERAL
- 8" SANITARY SEWER
- 10" SANITARY SEWER
- 12" SANITARY SEWER
- 15" SANITARY SEWER
- SSMH
- (X) — REACH NUMBER

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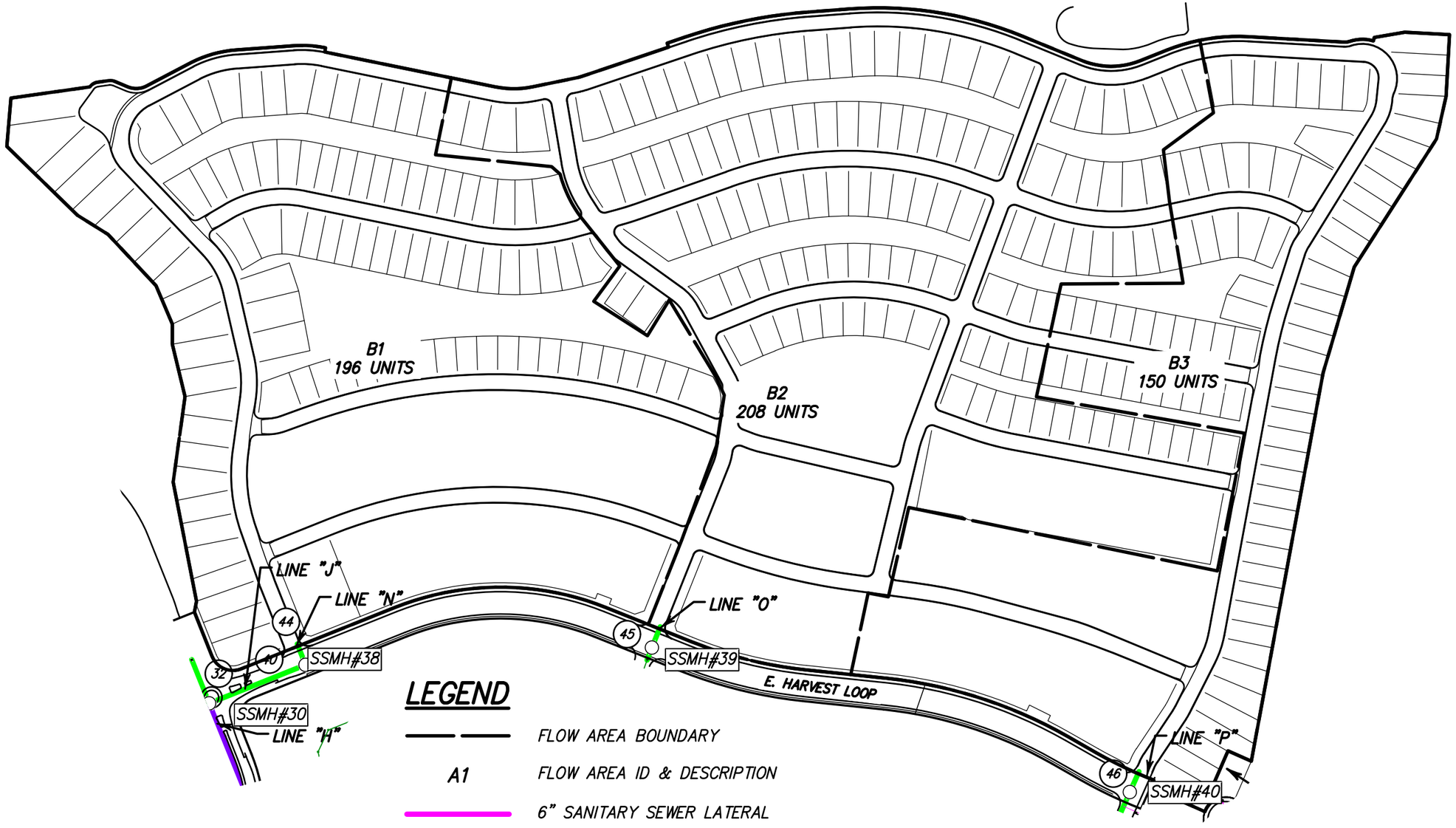
HAUN CREEK NEIGHBORHOOD

EXHIBIT 1-SEWER FLOW AREAS

SHEET 1 OF 4

Mar 12, 2023

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LEGEND

- FLOW AREA BOUNDARY
- A1 — FLOW AREA ID & DESCRIPTION
- 6" SANITARY SEWER LATERAL
- 8" SANITARY SEWER
- 10" SANITARY SEWER
- 12" SANITARY SEWER
- 15" SANITARY SEWER
- SSMH
- (X) REACH NUMBER

125' 0' 250'

SCALE: 1"=250'

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FOOTHILL NEIGHBORHOOD

EXHIBIT 2-SEWER FLOW AREAS

SHEET 2 OF 4

Mar 12, 2023



LEGEND

———	FLOW AREA BOUNDARY
A1	FLOW AREA ID & DESCRIPTION
———	6" SANITARY SEWER LATERAL
——S———	8" SANITARY SEWER
——S———	10" SANITARY SEWER
——S———	12" SANITARY SEWER
——S———	15" SANITARY SEWER
○	SSMH
(X)	REACH NUMBER

125' 0' 250'

SCALE: 1"=250'

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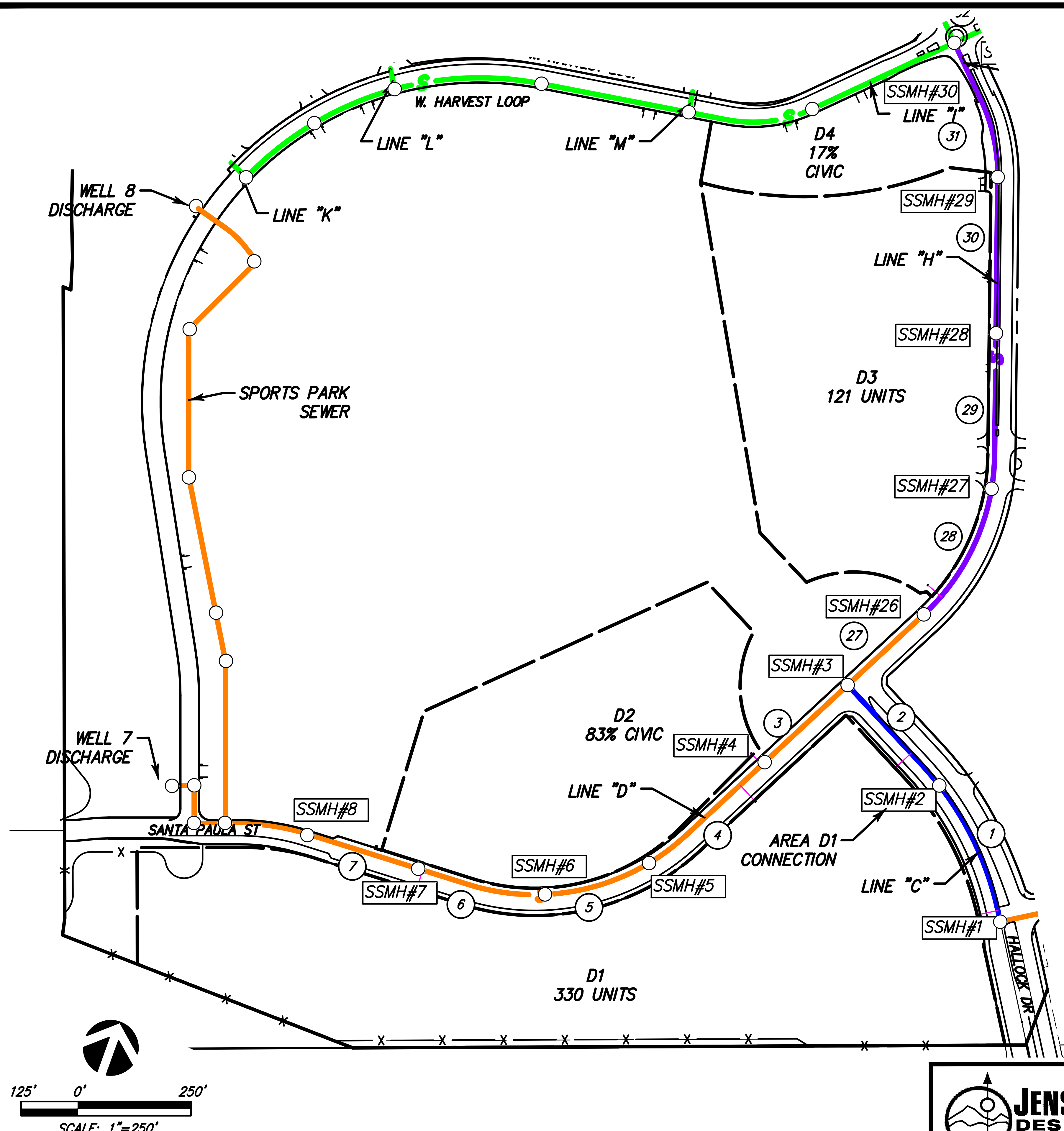
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SANTA PAULA CREEK NEIGHBORHOOD

EXHIBIT 3-SEWER FLOW AREAS

SHEET 3 OF 4

Mar 12, 2023



LEGEND

FLOW AREA BOUNDARY

A1 FLOW AREA ID & DESCRIPTION

6" SANITARY SEWER LATERAL

8" SANITARY SEWER

10" SANITARY SEWER

12" SANITARY SEWER

15" SANITARY SEWER

SSMH

X REACH NUMBER

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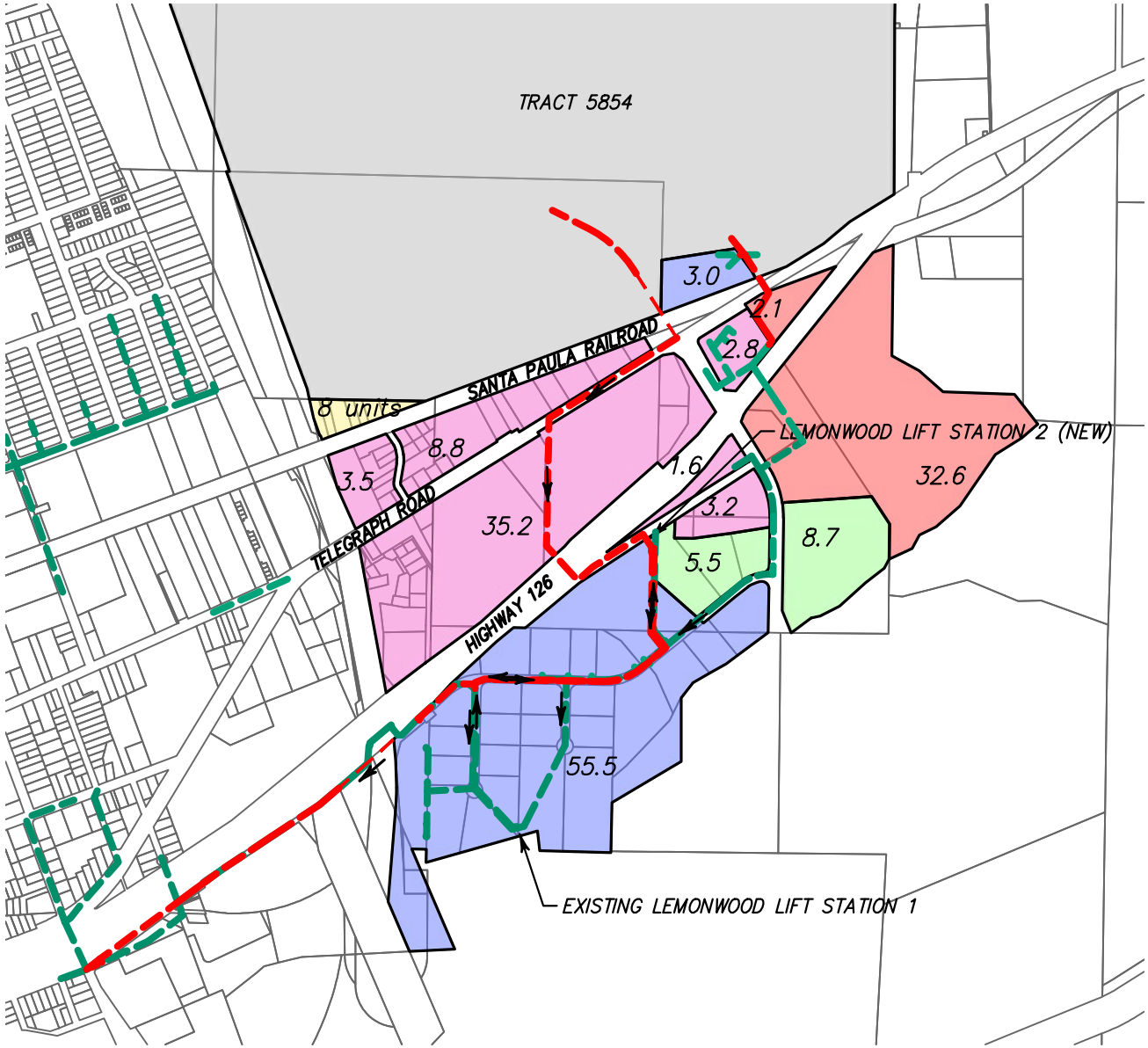
EXHIBIT 4-SEWER FLOW AREAS

SHEET 4 OF 4

Mar 12, 2023

APPENDIX B

OFFSITE SEWER DESIGN & EXHIBITS



LEGEND

- EAST AREA 1 SITE
- HIGHWAY COMMERCIAL
- RESIDENTIAL
- RETAIL
- LIGHT INDUSTRIAL
- INDUSTRIAL
- PROPOSED OFFSITE SEWER ALIGNMENT
- EXISTING OFFSITE SEWER ALIGNMENT
- 32.6 ACRES

500' 0' 1000'

SCALE: 1"=1000'

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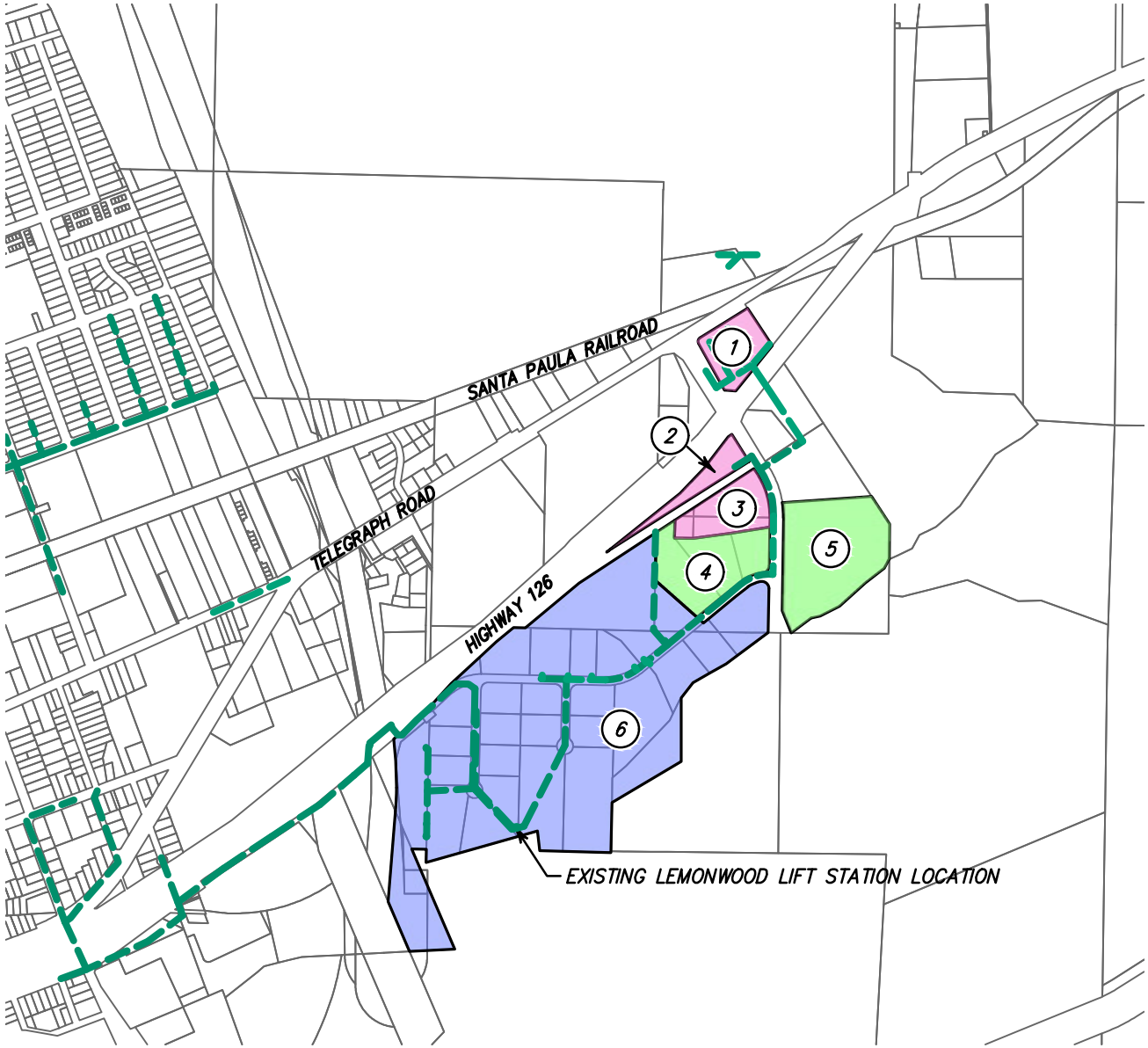
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EAST AREA 1 OFFSITE SEWER

EXHIBIT 5: OFFSITE LAND USE

SHEET 1 OF 1

Mar 12, 2023



LEGEND

- HIGHWAY COMMERCIAL
- LIGHT INDUSTRIAL
- INDUSTRIAL
- (#) CONTRIBUTING AREA #
- EXISTING OFFSITE SEWER

500' 0' 1000'

SCALE: 1"=1000'

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LEMONWOOD LIFT STATION 1

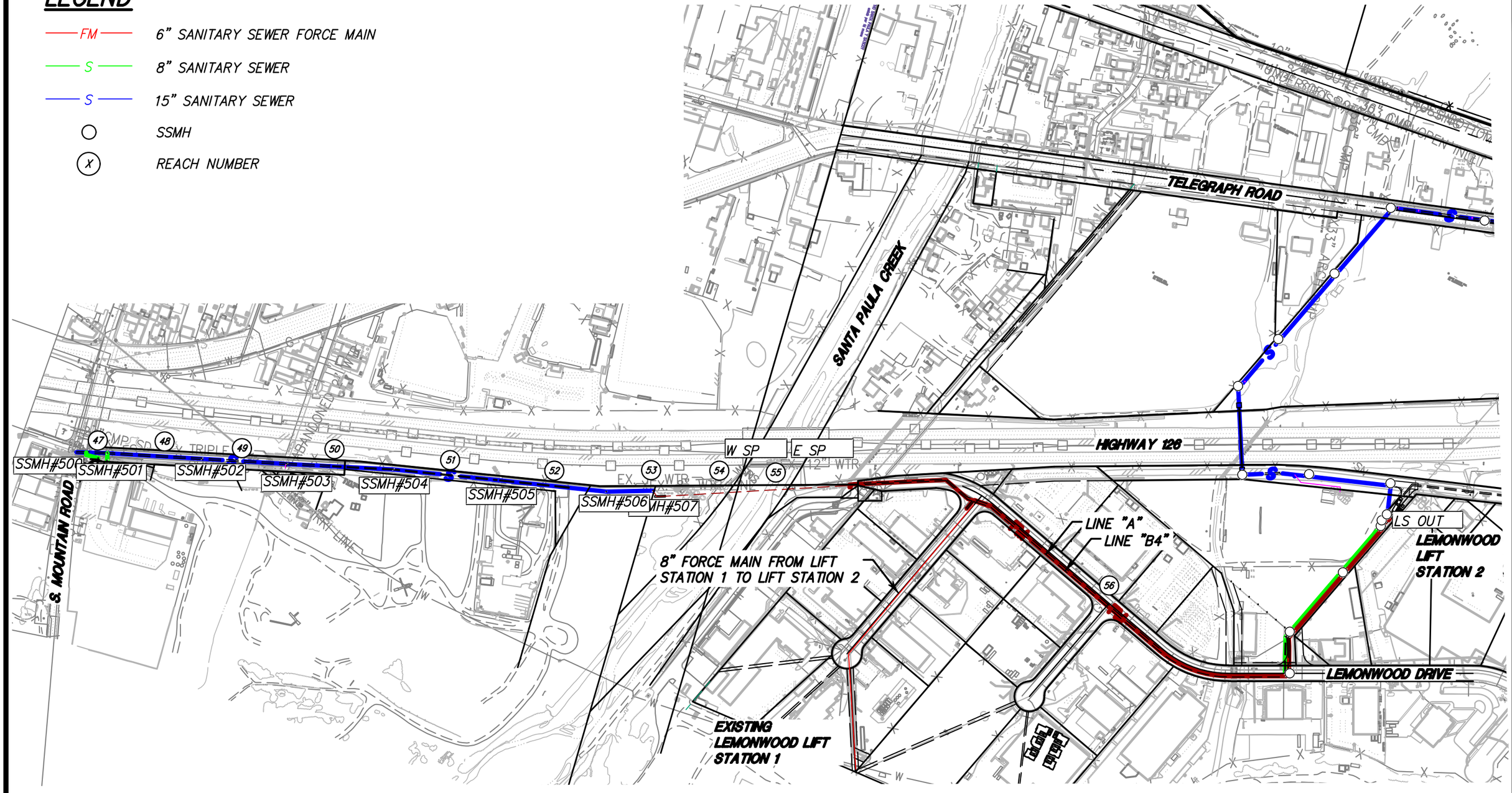
EXHIBIT 6: EXISTING FLOW AREAS

SHEET 1 OF 1

Mar 12, 2023

LEGEND

- FM — 6" SANITARY SEWER FORCE MAIN
- S — 8" SANITARY SEWER
- S — 15" SANITARY SEWER
- ○ SSMH
- (X) REACH NUMBER



150' 0' 300'

SCALE: 1"=300'

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EAST AREA 1

EXHIBIT 7: OFFSITE SEWER ALIGNMENT

SHEET 1 OF 2

Mar 12, 2023

SSMH#514
EA2 RESIDENTIAL

SSMH#1
ALL EA1

SSMH#1

PLUGGED CONNECTION

SSMH#514
86.9% EA2 HIGHWAY COMMERCIAL

TELEGRAPH ROAD

SSMH#514

SSMH#515

SSMH#516

SSMH#517

SSMH#518

SANTA PAULA CREEK

SSMH#513

LINE "B"

SSMH#512

SSMH#511

HALLOCK DRIVE

SSMH#522
5% EA2
HWY COMM

SSMH#522
EG NORTH
RETAIL

HIGHWAY 126

SSMH#509

SSMH#508

SSMH#510

SSMH#508A

SSMH#519A

SSMH#519

SSMH#520

LS IN

LEMONWOOD
LIFT
STATION 2

SSMH#522
EG SOUTH RETAIL

SSMH#522
8.1% EA2 HWY COMM

SSMH#522
EA2 LIGHT INDUSTRIAL

LINE "A"

SSMH#521

SSMH#522

LEMONWOOD DRIVE

SSMH#522
23.08% EA2 IND

LEGEND

- FLOW AREA BOUNDARY
- A1 — FLOW AREA ID & CONTRIBUTING MH#
- FM — 6" SANITARY SEWER FORCE MAIN
- S — 8" SANITARY SEWER
- S — 15" SANITARY SEWER
- ○ — SSMH
- (X) — REACH NUMBER

150' 0' 300'

SCALE: 1"=300'

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EAST AREA 1

EXHIBIT 7: OFFSITE SEWER ALIGNMENT

SHEET 2 OF 2

Mar 12, 2023

TABLE C1: OFFSITE SEWER MANHOLE DEPTHS				
EAST AREA ONE				
SSMH #	RIM ELEV (ft)	U/S INVERT ELEV (ft)	DEPTH TO INVERT (ft)	NOTES
1	313.85	298.42	15.43	FIRST ONSITE MANHOLE
500	261.33	252.47	8.86	S MOUNTAIN ROAD
501	261.91	253.34	8.57	
502	264.62	255.15	9.47	
503	267.96	257.00	10.96	
504	269.45	262.18	7.27	
505	272.02	265.11	6.91	
506	276.47	268.94	7.53	
507	282.19	272.96	9.23	
E SP	300.93	296.96	N/A	EAST SP CREEK BRIDGE FORCE MAIN
W SP	300.64	296.74	N/A	WEST SP CREEK BRIDGE FORCE MAIN
LS OUT	290.26	285.00	5.26	LIFT STATION LOCATION (INV OUT)
LS IN	290.26	271.35	18.91	LIFT STATION LOCATION (INV IN)
508A	290.28	271.45	18.83	
508	287.97	272.02	15.95	
509	288.09	275.65	12.44	
510	288.79	276.79	12.00	
511	291.28	278.28	13.00	
512	292.22	281.26	10.96	
513	297.81	285.41	12.40	
514	303.44	293.92	9.52	
515	305.42	294.90	10.52	
516	307.46	295.89	11.57	
517	313.57	296.97	16.60	
518	315.46	297.75	17.71	
519A	288.89	272.23	16.66	
519	288.72	272.40	16.32	
520	284.92	273.43	11.49	
521	282.69	274.76	7.93	
522	280.58	275.38	5.2	
600	306.02	297.06	8.96	
601	302.11	297.26	4.85	
602	303.33	298.16	5.17	
603	310.04	298.94	11.1	
604	309.03	299.58	9.45	
605	309.05	300.33	8.72	
606	309.37	301.54	7.83	

TABLE C2: OFFSITE SEWER DESIGN CALCULATIONS

EAST AREA ONE

REACH ID	LINE ID	DESCRIPTION	END SSMH#	START SSMH#	PEAK WET WEATHER FLOW (gpm)	FLOW (cfs)	FLOW DESCRIPTION	PIPE SIZE (in)	END INVERT (ft)	START INVERT (ft)	LENGTH (ft)	SLOPE (ft/ft)	VELOCITY (ft/s)	% FULL
47	A	E Santa Clara St at S Mountain Road	500	501	805.95	1.796	All EA1 and EA2 (except 76.92% Ind EA2)	15	252.47	253.34	134.09	0.0065	4.26	37.3
48	A	E Santa Clara St	501	502	805.95	1.796	All EA1 and EA2 (except 76.92% Ind EA2)	15	253.34	255.15	265.92	0.0068	4.38	36.7
49	A	E Santa Clara St	502	503	805.95	1.796	All EA1 and EA2 (except 76.92% Ind EA2)	15	255.15	257.00	270.82	0.0068	4.38	36.7
50	A	E Santa Clara St	503	504	805.95	1.796	All EA1 and EA2 (except 76.92% Ind EA2)	15	257.00	262.18	339.20	0.0153	5.91	29.3
51	A	E Santa Clara St	504	505	805.95	1.796	All EA1 and EA2 (except 76.92% Ind EA2)	15	262.18	265.11	339.94	0.0086	4.80	34.7
52	A	E Santa Clara St	505	506	805.95	1.796	All EA1 and EA2 (except 76.92% Ind EA2)	15	265.11	268.94	341.65	0.0112	5.13	32.7
53	A	Gravity to E Santa Clara St	506	507	805.95	1.796	All EA1 and EA2 (except 76.92% Ind EA2)	15	268.94	272.96	267.65	0.0150	5.69	30.7
54	A	Force main to gravity line after bridge	507	W SP	805.95	1.796	All EA1 and EA2 (except 76.92% Ind EA2)	8 (FM)	272.96	272.23	254.03	N/A	N/A	N/A
55	A	Santa Paula Creek Bridge	W SP	E SP	805.95	1.796	All EA1 and EA2 (except 76.92% Ind EA2)	8 (FM)	272.23	272.23	172.75	N/A	N/A	N/A
56	A	Force main to lift station at Old Hallock Dr	E SP	LS OUT	805.95	1.796	All EA1 and EA2 (except 76.92% Ind EA2)	8 (FM)	272.23	272.23	2,548.70	N/A	N/A	N/A
57	B	Lift Station at Old Hallock	LS IN	508A	783.79	1.746	All EA1, 86.9% Hwy Com EA2 & Res EA2	15	271.35	271.35	0.42	0.0050	3.91	39.3
58	B	Lift Station at Old Hallock	508A	508	783.79	1.746	All EA1, 86.9% Hwy Com EA2 & Res EA2	15	271.45	271.92	94.52	0.0050	3.91	39.3
59	B	Old Hallock Dr	508	509	783.79	1.746	All EA1, 86.9% Hwy Com EA2 & Res EA2	15	272.02	275.55	255.31	0.0138	5.54	30.7
60	B	Old Hallock Dr	509	510	783.79	1.746	All EA1, 86.9% Hwy Com EA2 & Res EA2	15	275.65	276.69	207.62	0.0050	3.91	39.3
61	B	Highway 126 Crossing	510	511	783.79	1.746	All EA1, 86.9% Hwy Com EA2 & Res EA2	15	276.79	278.18	277.87	0.0050	3.91	39.3
62	B	Parallel Whipple Rd (east)	511	512	783.79	1.746	All EA1, 86.9% Hwy Com EA2 & Res EA2	15	278.28	281.16	192.09	0.0150	5.74	29.3
63	B	Parallel Whipple Rd (east)	512	513	783.79	1.746	All EA1, 86.9% Hwy Com EA2 & Res EA2	15	281.26	285.31	270.00	0.0150	5.74	29.3
7.36	B	Parallel Whipple Rd (east)	513	514	783.79	1.746	All EA1, 86.9% Hwy Com EA2 & Res EA2	15	285.41	293.82	270.00	0.0311	8.77	24.7
65	B	Telegraph Rd	514	515	783.79	1.746	All EA1, 86.9% Hwy Com EA2 & Res EA2	15	293.92	294.80	296.16	0.0030	6.80	21.3
66	B	Telegraph Rd	515	516	745.12	1.660	All EA1	15	294.90	295.79	295.01	0.0030	3.19	44.0
67	B	Telegraph Rd @ Hallock Dr	516	517	745.12	1.660	All EA1	15	295.89	296.77	295.01	0.0030	3.19	44.0
68	B	Hallock Dr	517	518	745.12	1.660	All EA1	15	296.97	297.65	227.00	0.0030	3.19	44.0
69	B	Hallock Dr	518	1	745.12	1.660	All EA1	15	297.75	298.42	221.30	0.0030	3.19	44.0
70	B2	Lift Station	508A	519A	22.17	0.049	13.1% Hwy Com EA2, all EG, LI EA2 & 23.08% Ind EA2	8	272.03	272.13	20.05	0.0050	1.49	15.0
71	B2	Lift Station Site	519A	519	22.17	0.049	13.1% Hwy Com EA2, all EG, LI EA2 & 23.08% Ind EA2	8	272.23	272.30	13.15	0.0050	1.49	15.0
72	B2	East PL	519	520	22.17	0.049	13.1% Hwy Com EA2, all EG, LI EA2 & 23.08% Ind EA2	8	272.40	273.33	185.52	0.0050	1.49	15.0
73	B2	Northeast PL	520	521	22.17	0.049	13.1% Hwy Com EA2, all EG, LI EA2 & 23.08% Ind EA2	8	273.43	274.66	248.45	0.0050	1.49	15.0
74	B2	Lemonwood Dr	521	522	22.17	0.049	13.1% Hwy Com EA2, all EG, LI EA2 & 23.08% Ind EA2	8	274.76	275.38	127.43	0.0050	1.49	15.0
81	PS	Packinghouse Sewer Interim Condition												
75	PS	Packinghouse Sewer Final Condition	600	601	2.82	0.006	Packinghouse & EA2 Gateway (North)	8	297.06	297.16	22.86	0.0050	0.7	6.3
76	PS	Packinghouse Sewer Final Condition	601	602	2.82	0.006	Packinghouse & EA2 Gateway (North)	8	297.26	298.15	174.75	0.0050	0.7	6.3
77	PS	Packinghouse Sewer Final Condition	602	603	2.53	0.006	Packinghouse	8	298.16	298.84	149.4	0.0050	0.7	6.3
78	PS	Packinghouse Sewer Final Condition	603	604	2.53	0.006	Packinghouse	8	298.94	299.48	118.94	0.0050	0.7	6.3
79	PS	Packinghouse Sewer Final Condition	604	605	2.53	0.006	Packinghouse	8	299.58	300.21	137.81	0.0050	0.7	6.3
80	PS	Packinghouse Sewer Final Condition	605	606	2.53	0.006	Packinghouse	8	300.33	301.54	22.05	0.0560	1.08	5.0

TABLE A1: WET WELL DESIGN		
EAST AREA ONE		
LIFT STATION FLOWS		
Peak Daily Wet Wastewater Flow (PDWF)	844	gpm
Average Daily Wastewater Flow (ADWF)	281	gpm
Peak Hour Flow (PHF)	563	gpm
Average Daily Volume (ADWF x 1440)	405,103	gallons
Pump capacity	550	gpm
WET WELL SIZING		
Diameter	12	ft
Inlet Invert	271.4	ft
Outlet Invert	284.3	ft
Force Main Max Elevation	297.1	ft
Rim Elevation	290.4	ft
Wet Well Bottom Elevation	262.4	ft
Wet Well Depth	28.1	ft
Intake Elevation	262.85	ft
Impeller C/L Elevation	263.35	ft
Maximum pump starts per hour	4	
Required volume per pump cycle (based on PDWF)	12,659	gallons
Number of pumps (2 backbone, 1 backup)	3	
High Water Level (Pumps ON)	270.4	ft
Low Water Level (Pumps OFF)	264.85	ft
Height (pump on-pump off elevations)	5.5	ft
Required Wet Well Storage Volume[1]	551	ft^3
Wet Well Storage Volume	622	ft^3
Wet Well Storage Volume	4,653	gallons
EMERGENCY STORAGE		
Required Emergency Storage	1	hr
Required Emergency Volume (based on PHF)	33,758.59	gallons
Wet Well Emergency Depth	11.15	ft
Wet Well Emergency Storage Volume	9,433.20	gallons
Required Emergency Storage Tank Volume	24,325	gallons
Storage Tank Length	55	ft
Storage Tank Diameter	10	ft
Provided Emergency Storage Tank Volume	33,200.00	gallons
Total Emergency Storage Provided	42,633	ft^3
Emergency Storage Time Provided (based on PHF)	1.26	hr

[1] Per Equation 12-8; Jones, Garr M. *Pumping Station Design.*

Lemonwood Lift Station 1 Existing Wastewater Flow

CONTRIBUTING AREA #	PARCEL	OWNER	LAND USE	WATER DEMAND RATES	AREA (ACRES)	AVERAGE DAILY WATER FLOW (GPM)	AVERAGE DAILY WASTEWATER FLOW[1] (GPM)	PEAK WET WEATHER WW FLOW RATE (GPM)	PEAK DRY WEATHER WW FLOW RATE (GPM)
1	107-0-044-040	Limoneira	Highway Commercial[3]	15.1 gal/SF/YR	2.8	0.9	0.6	1.9	1.3
2	107-0-046-015	Ashdon	Highway Commercial[3]	15.1 gal/SF/YR	1.6	0.5	0.4	1.1	0.8
3	107-0-210-535	Holzapfel	Highway Commercial[3]	15.1 gal/SF/YR	3.2	1.0	0.7	2.2	1.5
4	107-021-0-055	Abriza	Light Industrial[2]	2.49 gal/SF/YR	5.5	0.3	0.3	0.8	0.5
5	107-0-043-035	Rushing	Light Industrial[2]	2.49 gal/SF/YR	8.7	0.5	0.4	1.2	0.8
6	Lemonwood	Varies	Industrial[2]	15.1 gal/SF/YR	55.5	20.8	15.6	46.9	31.2
					TOTAL	**24.1**	**18.1**	**54.2**	**36.1**

APPENDIX C

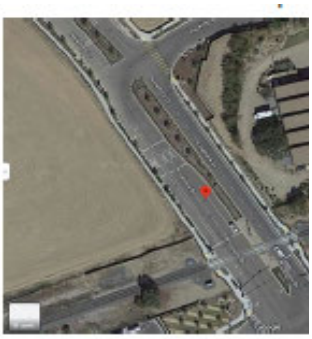
SEWER MANHOLE MONITORING

HARVEST AT LIMONEIRA SEWER ANALYSIS

SEWER FLOW MONITORING WAS COMPLETE FROM 10-24-22 TO 11-1-22

520 units are occupied

Table 1: Hallock Drive (15")					
	Velocity (fps)	Depth	*Flow (mgd)*	Flow (cfs)	Sewer demand at a gpcd (3.5 ppl)
Average	0.924	1.893	*0.054*	0.083538	29.67
Maximum	1.37	2.9	*0.106*	0.163982	58.24
Minimum	0.25	0.93	*0.007*	0.010829	3.85



Site Report 11/04/2022

Confidential Proprietary Information

Lewis Management Co

2022.10 Hallock Dr MH

MH at ~18201 E. Telegraph Rd
Santa Paula, CA 93060
MH # unknown

Access:
MH in SB lane of N. Hallock Dr, SW of address

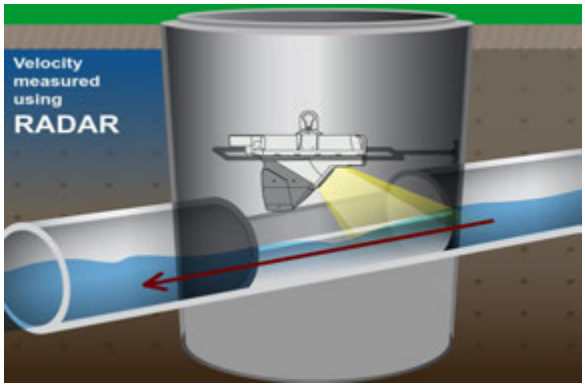
System Type:
Sanitary [X] Storm [ ]

Install Date: 10/24/2022

Map



Technology



Manhole Location



Flow Meter			
Meter Depth: 191"			
MH Coordinates: 34.361986, -119.042934			
Slow to moderate open channel hydraulics.			
Avg Velocity	Avg Measured Level		Multiplier
0.9 fps	1.9"		1.0
Gas			
O2	H2S	CO	LEL
20.9	0	0	0
Notes			
No laterals; due to poor hydraulics in selected MH, monitored US line in DS MH as it provided best hydraulics during inspection.			
Traffic Safety			
Used arrow board, cones & signs in accord w/site-specific CATTCH requirements.			
Land Use			
Residential	Commercial	Industrial	Trunk
X			

Manhole Depth	212"
Monitored Pipe Size	14"
Inner Pipe Size (In/Out)	14"/14"
Pipe Shape	Round
Pipe Condition	Good
Manhole Material	Concrete
Silt	None observed
Velocity Profile Data	Passed
Velocity Profile Taken	0.4 2-D
Sensor Offset	21.1"
Sensor Dist. to Crown	7.1"
Sensor Direction	Upstream N
Flow Heading	South

Meter Site Document

2022.10 Hallock Dr MH

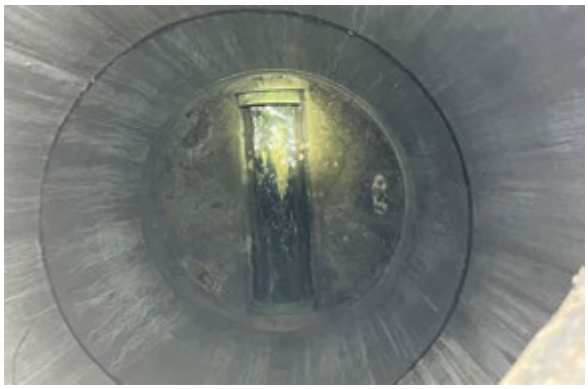
MH at ~18201 E. Telegraph Rd

Santa Paula, CA 93060

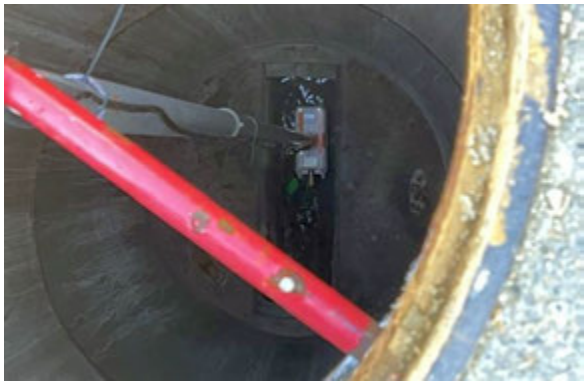
Site



Manhole Before Install



Installation Process



Installed



Upstream



Monitored Pipe Size



Temporary Flow Study

Lewis Management Co

2022.10 Hallock Dr MH

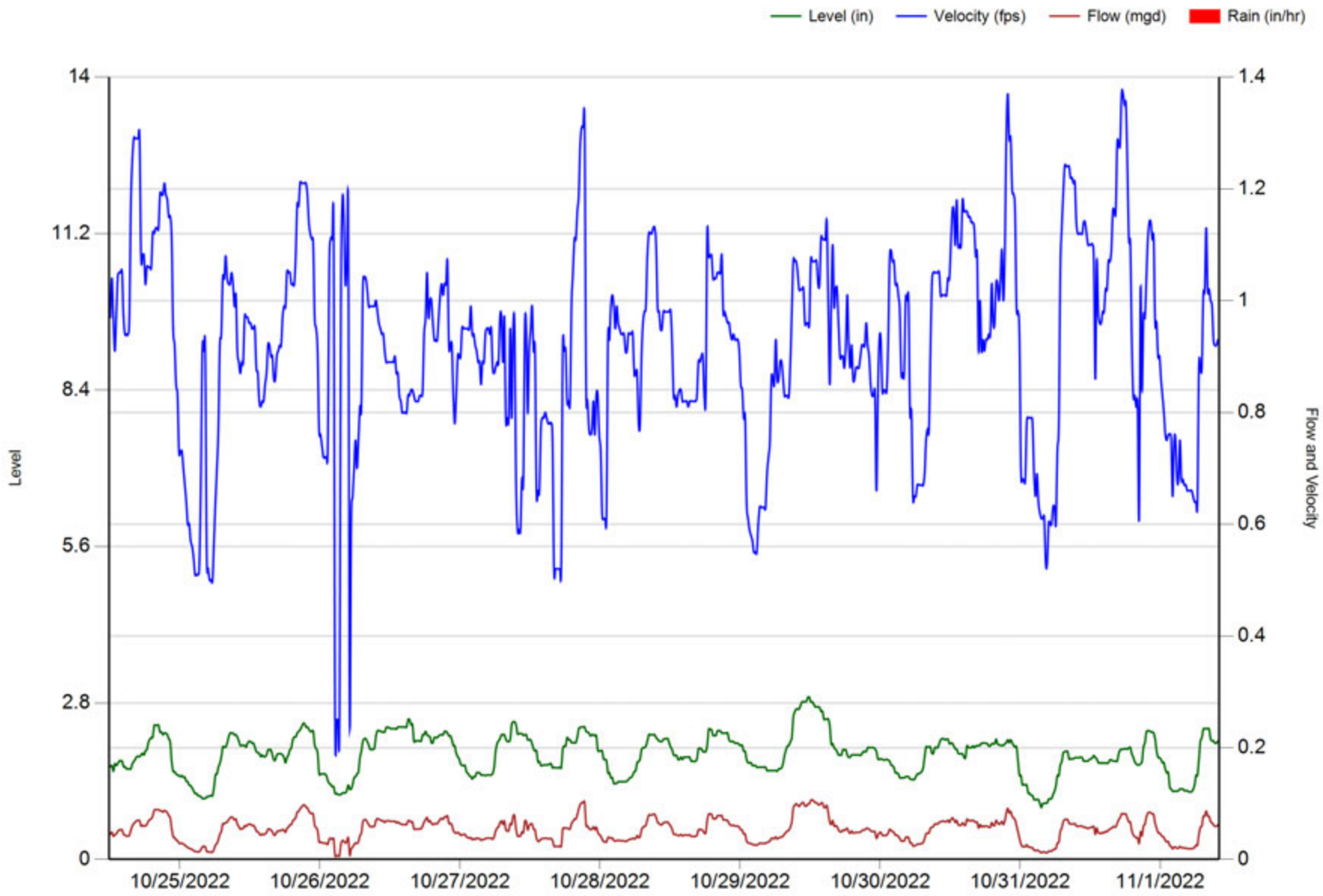
Meter Start Date		From	10/24/2022
Meter Stop Date		To	11/1/2022
Velocity (fps)		Level (in)	Flow (mgd)
Average	0.924	1.893	0.054
Maximum	1.370	2.900	0.106
Minimum	0.250	0.930	0.007
Pipe Size		14.000	
Estimated Capacity (mgd)		Not Calculated	
Capacity Used		Not Calculated	
Sensor Type		Hach - Flodar	

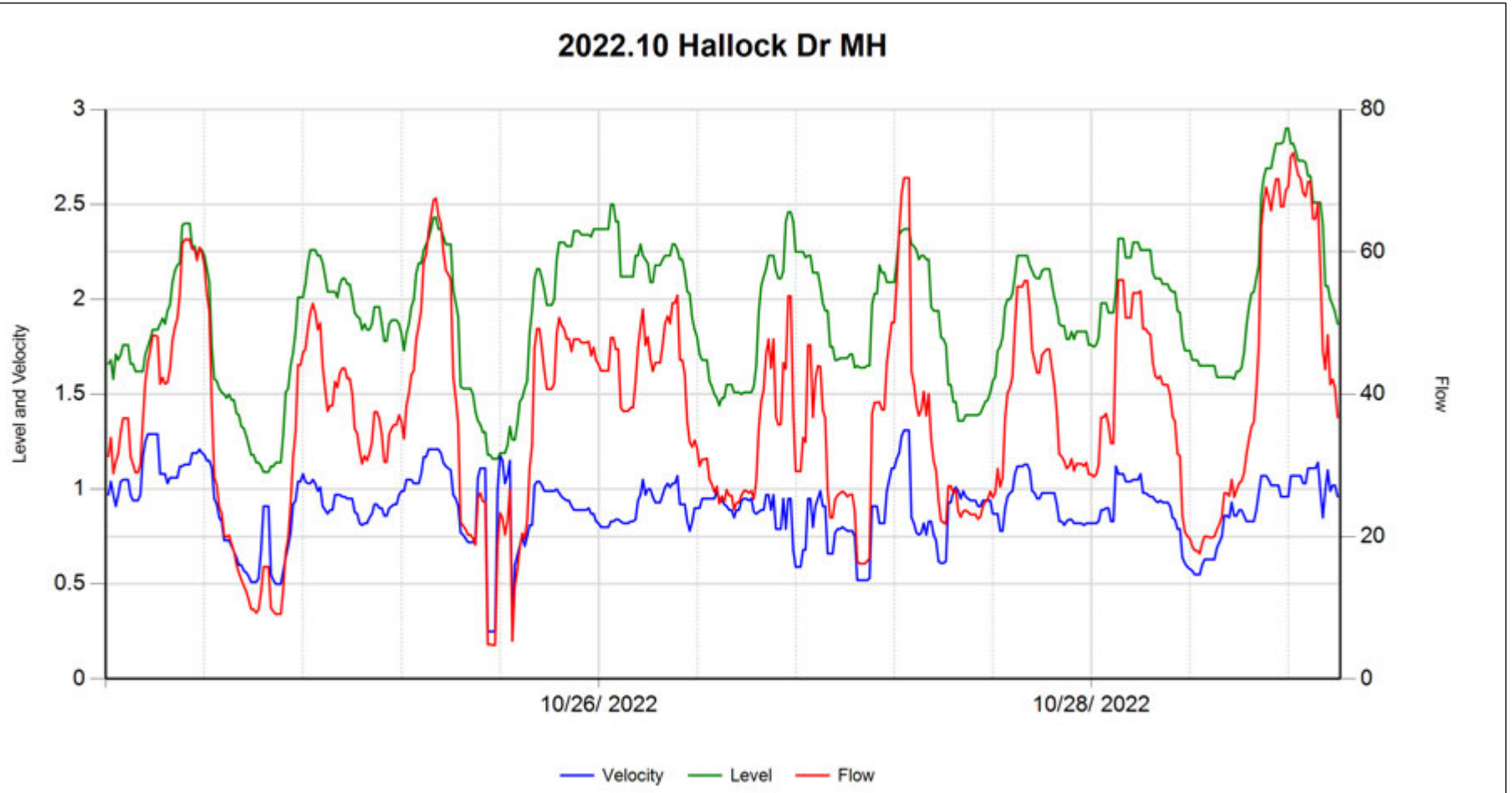
Utility Systems, Science and Software

9314 Bond Av, Suite A
El Cajon, CA 92021

601 N. Parkcenter Dr, Suite 209
Santa Ana, CA 92705

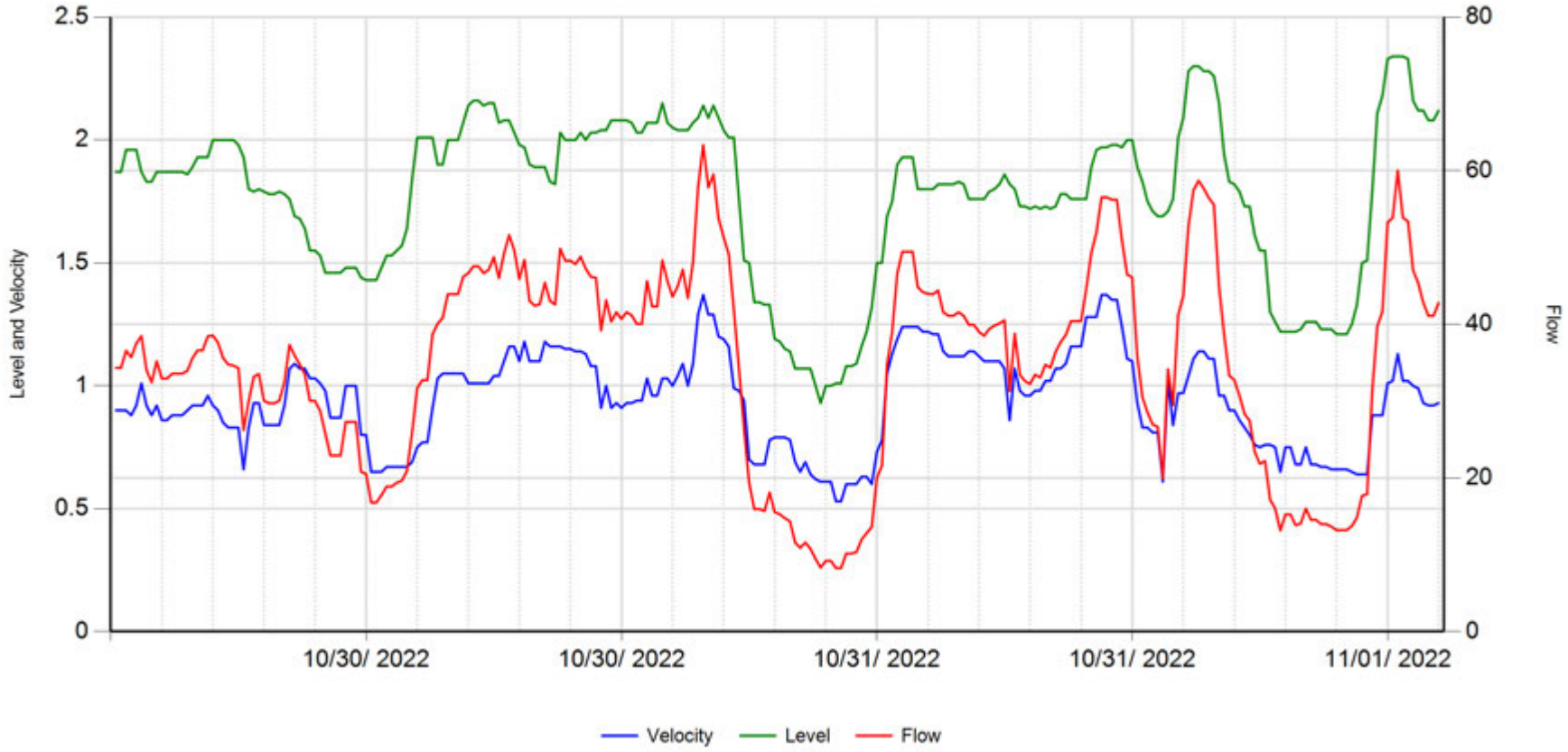
Report Date: 11/04/2022
Customer: Lewis Management Co
Group: Santa Paula Sewer FM
Site: 2022.10 Hallock Dr MH





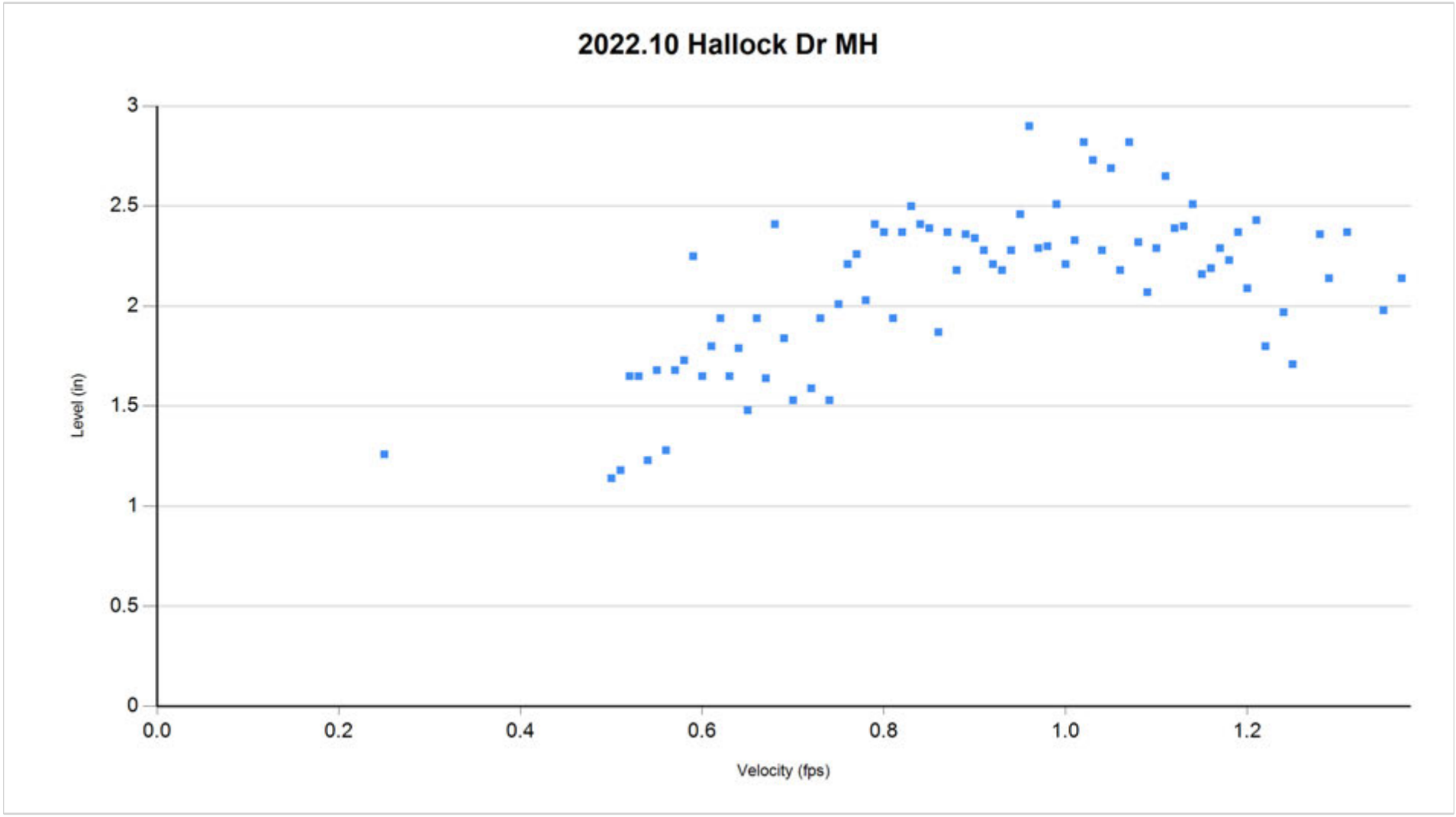
	Velocity (fps)	Level (in)	Flow (gpm)		
Average	0.905	1.937	37.700	**RainFall**	Inches
Maximum	1.310	2.900	73.908		
Minimum	0.250	1.090	4.760		

11/04/2022



	Velocity (fps)	Level (in)	Flow (gpm)		
Average	0.942	1.771	34.724	**RainFall**	Inches
Maximum	1.370	2.340	63.326		
Minimum	0.530	0.930	8.263		

11/04/2022



10/24/2022 thru 11/01/2022

11/4/2022 12:08:35 AM

APPENDIX D

Energy Calculations

Table 1. Summary of Energy Use During Construction		
Fuel Type	**Quantity**	
Diesel		
Off-Road Construction Equipment	353,076	Gallons
On-Road Motor Vehicles	2,765,616	Gallons
Total	3,118,693	Gallons
Gasoline		
Off-Road Construction Equipment	0	Gallons
On-Road Motor Vehicles	2,226,942	Gallons
Total	2,226,942	Gallons
Electricity		
Total	14,614.3	kWh

able 2. Summary of Annual Energy Use During Operatic		
Source	**Units**	**Buildout**
Electricity		
Single Family Housing	kWh/yr	4,970,782
Condo/Townhouse	kWh/yr	4,208,763
Apartments Low Rise	kWh/yr	1,175,511
High School	kWh/yr	657,845
City Park	kWh/yr	-
Water Conveyance	kWh/yr	2,669,623
Total Electricty	***kWh/yr***	***13,682,524***
Natural Gas		
Single Family Housing	kBTU/yr	34,045,809
Condo/Townhouse	kBTU/yr	28,578,989
Apartments Low Rise	kBTU/yr	5,451,539
High School	kBTU/yr	2,279,981
City Park	kBTU/yr	0
Total Natural Gas	***kBTU/yr***	***70,356,318***
Transportation/On-Site Sources		
Diesel	gallons	279,907
Gasoline	gallons	1,692,629
Total	**gallons**	**1,972,536**

Table 3. Water by Land Use					
				Buildout	
Land Use	**Units**			**Indoor Use**	**Outdoor Use**
Buildout	Mgal			81.22599	145.092619

Water and Wastewater Electricity Intensity (kWh/gallon)

Supply Water	0.009727
Treat Water	0.000111
Distribute Water	0.001272
Wastewater Treatment	0.001911

Source: CalEEMod User's Guide, Appendix D, Table 9.2

Indoor Water Factor	0.013021
Outdoor Water Factor	0.01111

Notes:

Electricity and Natural Gas for the Proposed Project is total operational usage. Electricity, natural gas, and mobile

Table 4. Off-Road Equipment Fuel Usage During Construction							
Phase Name	**Off-road Equipment Type**	**Amount**	**Hours per Day**	**Horsepower**	**Load Factor**	**Number of Days**	**Diesel Fuel Usage (Gallons per Project)**
Site Preparation	Rubber Tired Dozers	3	8	367	0.4	238	41,926
Site Preparation	Tractors/Loaders/Backhoes	4	8	84	0.37	238	11,835
Building Construction	Cranes	1	7	387	0.29	2608	102,444
Building Construction	Forklifts	3	8	82	0.2	2608	51,325
Building Construction	Generator Sets	1	8	14	0.74	2608	10,808
Building Construction	Tractors/Loaders/Backhoes	3	7	84	0.37	2608	85,109
Building Construction	Welders	1	8	46	0.45	2608	21,594
Architectural Coating	Air Compressors	1	6	37	0.48	549	2,925
Paving	Cement and Mortar Mixers	2	8	10	0.56	438	1,962
Paving	Pavers	2	8	81	0.42	438	11,921
Paving	Paving Equipment	2	8	89	0.36	438	11,227
						Project Total	**353,076**

Notes:

Equipment assumptions from CalEEMod.

Fuel usage estimate of 0.05 gallons per horsepower-hour is from the SCAQMD CEQA Air Quality Handbook, Table A9-3 E.

Table 5. On-Road Vehicle Fuel Usage During Construction (Peak Days)																
		Daily Trips			Total Trips			Trip Length (Miles)			Total Length (Miles)			Fuel Consumption (Gallons)	
Phase	Number of Days	Worker	Vendor	Hauling	Worker Trips	Vendor Trips	Haul Trips	Worker	Vendor	Hauling	Worker	Vendor	Hauling	Gasoline	Diesel
Site Preparation	238	18	0	0	4,284	0	0	19	10	20	79,254	0	0	2,826	2,233
Building Construction	2608	1238	237	0	3,228,704	618,096	0	19	10	20	59,731,024	6,304,579	0	2,129,962	2,688,988
Paving	438	15	0	0	6,570	0	0	19	10	20	121,545	0	0	4,334	3,425
Architectural Coatings	549	248	0	0	136,152	0	0	19	10	20	2,518,812	0	0	89,819	70,970
Total	**-**	**1519**	**237**	**0**	**3,375,710**	**618,096**	**0**	**n/a**	**n/a**	**n/a**	**62,450,635**	**6,304,579**	**0**	**2,226,942**	**2,765,616**

Fuel Efficiency		
Class	**Gas**	**DSL**
Workers	28.04	35.49
Vendor/Haul Trucks	0	6.27

Notes:

Fuel efficiency calculated in ***Table 6: EMFAC2021 Results - Construction.***

Table 6. EMFAC2021 Results - Construction								
Vehicle Class	**Fuel**	**VMT (miles per day)**	**Fuel (1,000 gal per day)**	**Fuel Efficiency (miles per gallon)**	**Fuel**	**VMT (miles per day)**	**Fuel (1,000 gal per day)**	**Fuel Efficiency (miles per gallon)**
LDA	GAS	9,485,022	307.10	30.89	DSL	30,276	0.71	42.78
LDT1	GAS	817,044	32.21	25.36	DSL	214	0.01	24.08
LDT2	GAS	4,512,101	180.22	25.04	DSL	21,504	0.67	32.33
			Average (LDA, LDT1, LDT2)	**28.04**				**35.49**
T7 Tractor Construction	DSL	55,635	8.88	**6.27**				

Construction Worker Fleet Mix

LDA	50%
LDT1	25%
LDT2	25%

Vendor and Delivery/Haul Truck Fleet Mix

HHDT	100%

Source: EMFAC2021 (v1.0.1) Emissions Inventory
Region Type: County
Region: Venutra
Calendar Year: 2025
Season: Annual
Vehicle Classification: EMFAC202x Categories
Units: miles/day for VMT, trips/day for Trips, tons/day for Emissions, 1000 gallons/day for Fuel Consumption.

Region	CalYr	VehClass	MdlYr	Speed	Fuel	Population	VMT	Trips	Fuel_Consumption
Ventura	2025	LDA	Aggregate	Aggregate	Gasoline	235982.7922	9485022.329	1090309.128	307.0991886
Ventura	2025	LDA	Aggregate	Aggregate	Diesel	1009.979172	30276.46173	4213.295896	0.707800469
Ventura	2025	LDA	Aggregate	Aggregate	Electricity	13628.24454	707926.071	67798.46407	0
Ventura	2025	LDT1	Aggregate	Aggregate	Gasoline	23554.18939	817043.9427	101540.5107	32.21260406
Ventura	2025	LDT1	Aggregate	Aggregate	Diesel	15.70474938	214.4692696	44.07990233	0.00890589
Ventura	2025	LDT1	Aggregate	Aggregate	Electricity	59.05587891	2745.563205	281.1401412	0
Ventura	2025	LDT2	Aggregate	Aggregate	Gasoline	108590.5912	4512101.35	504994.4555	180.2167054
Ventura	2025	LDT2	Aggregate	Aggregate	Diesel	501.485505	21503.65591	2372.960187	0.665090141
Ventura	2025	T7 Tractor Class	Aggregate	Aggregate	Diesel	748.4159281	55635.10291	10874.48344	8.877534406
									529.787829
									529787.829
		Gas	519.528498	519528.498	189627901.8	35,378,625.00		193,372,557.57	
		Diesel	10.25933091	10259.33091	3744655.781	10,548,851.00			
						45,927,476.00			

Table 7. Water Usage for Control of Fugitive Dust During Construction			
Phase Name	**Total Acres**	**Gallons for Project**	**Electricity (kWh)**
Project	497.5	**1,502,450**	**14,614.3**

Notes:

Total acres graded based on CalEEMod output sheets.

Water Usage

3,020 gallons per acre per day

Source: Air & Waste Management Association, Air Pollution Engineering Manual, 1992 Edition

Supply Water Electricity Intensity

0.009727 kWh/gallons (CalEEMod default)

Table 8. On road Vehicles - Operational										
		Fuel Efficiency (miles/gal)			Fleet Percentage			Fuel Consumption (gallons)		Total Fuel
Scenario	Annual VMT	Diesel	Gasoline	Hybrid	Diesel	Gasoline	Hybrid	Diesel	Gasoline/Hybrid	Consumption
Project Buildout	61,899,394	10.5	31.0	72.9	5%	83%	3%	**279,907**	**1,692,629**	**1,972,536**

Notes:

Percent fleet and fuel efficiency based on ***Table 9: EMFAC2021 Emissions Inventory-Operations***

Annual VMT obtained from the CalEEMod Output files.

Table 9. EMFAC2021 Emissions Inventory - Operations				
Fuel	**VMT (miles/day)**	**Fuel Consumption (1,000 gal/day)**	**Fuel Efficiency (miles per gallon)**	**Fuel Percentage**
Existing				
Diesel	1,178,231	115.1	10.2	5.7%
Electricity	786,257	0.0	#DIV/0!	3.8%
Gasoline	18,247,843	707.9	25.8	88.4%
Natural Gas	23,814	4.5	5.3	0.1%
Hybrid	415,957	6.5	64.3	2.0%
Project				
Diesel	991,860	94.5	10.5	5%
Electricity	1,821,895	0.0	#DIV/0!	9%
Gasoline	17,436,743	562.8	31.0	83%
Natura Gas	23,012	3.9	5.9	0%
Hybrid	617,455	8.5	72.9	3%

Note: Fuel percentage based on VMT.
Fuel efficiency calculated using fuel consumption and VMT from EMFAC2021.

EMFAC Data - Existing Year

Source: EMFAC2021 (v1.0.1) Emissions Inventory
Region Type: County
Region: Venutra
Calendar Year: 2025
Season: Annual
Vehicle Classification: EMFAC202x Categories
Units: miles/day for VMT, trips/day for Trips, tons/day for Emissions, 1000 gallons/day for Fuel Consumption.

Region	CalYr	VehClass	MdlYr	Speed	Fuel	Total VMT	Fuel Consumption
Ventura	2025	All Other Buses	Aggregate	Aggregate	Diesel	5978.007703	0.623054735
Ventura	2025	LDA	Aggregate	Aggregate	Diesel	30276.46173	0.707800469
Ventura	2025	LDT1	Aggregate	Aggregate	Diesel	214.4692696	0.00890589
Ventura	2025	LDT2	Aggregate	Aggregate	Diesel	21503.65591	0.665090141
Ventura	2025	LHD1	Aggregate	Aggregate	Diesel	307074.1031	14.71140815
Ventura	2025	LHD2	Aggregate	Aggregate	Diesel	127568.8432	7.303818317
Ventura	2025	MDV	Aggregate	Aggregate	Diesel	51362.95922	2.138940334
Ventura	2025	MH	Aggregate	Aggregate	Diesel	10818.7528	1.052019135
Ventura	2025	Motor Coach	Aggregate	Aggregate	Diesel	1498.498501	0.264401623
Ventura	2025	PTO	Aggregate	Aggregate	Diesel	10855.18705	2.182953186
Ventura	2025	SBUS	Aggregate	Aggregate	Diesel	8677.092414	1.13201982
Ventura	2025	T6 CAIRP Class 4	Aggregate	Aggregate	Diesel	62.30167447	0.006644724
Ventura	2025	T6 CAIRP Class 5	Aggregate	Aggregate	Diesel	85.60881149	0.009134675

Ventura	2025	T6 CAIRP Class 6	Aggregate	Aggregate	Diesel	222.19746	0.023342023
Ventura	2025	T6 CAIRP Class 7	Aggregate	Aggregate	Diesel	1408.715213	0.137772031
Ventura	2025	T6 Instate Delivery Class	Aggregate	Aggregate	Diesel	10511.05894	1.167242064
Ventura	2025	T6 Instate Delivery Class	Aggregate	Aggregate	Diesel	10524.16445	1.178402263
Ventura	2025	T6 Instate Delivery Class	Aggregate	Aggregate	Diesel	31127.79667	3.462010249
Ventura	2025	T6 Instate Delivery Class	Aggregate	Aggregate	Diesel	7967.34372	0.860057469
Ventura	2025	T6 Instate Other Class 4	Aggregate	Aggregate	Diesel	28035.91225	3.105277677
Ventura	2025	T6 Instate Other Class 5	Aggregate	Aggregate	Diesel	61861.44	6.880931497
Ventura	2025	T6 Instate Other Class 6	Aggregate	Aggregate	Diesel	49340.18261	5.479094662
Ventura	2025	T6 Instate Other Class 7	Aggregate	Aggregate	Diesel	27194.58641	2.924502955
Ventura	2025	T6 Instate Tractor Class (	Aggregate	Aggregate	Diesel	318.0276084	0.035271592
Ventura	2025	T6 Instate Tractor Class 7	Aggregate	Aggregate	Diesel	9716.471801	0.990960131
Ventura	2025	T6 OOS Class 4	Aggregate	Aggregate	Diesel	30.22497401	0.003186378
Ventura	2025	T6 OOS Class 5	Aggregate	Aggregate	Diesel	41.46322918	0.004377972
Ventura	2025	T6 OOS Class 6	Aggregate	Aggregate	Diesel	108.3446041	0.011208542
Ventura	2025	T6 OOS Class 7	Aggregate	Aggregate	Diesel	787.7999974	0.0763726
Ventura	2025	T6 Public Class 4	Aggregate	Aggregate	Diesel	1430.353214	0.164503309
Ventura	2025	T6 Public Class 5	Aggregate	Aggregate	Diesel	2738.388632	0.316790841
Ventura	2025	T6 Public Class 6	Aggregate	Aggregate	Diesel	2753.477732	0.316252669
Ventura	2025	T6 Public Class 7	Aggregate	Aggregate	Diesel	7376.438302	0.835586208
Ventura	2025	T6 Utility Class 5	Aggregate	Aggregate	Diesel	1751.415918	0.185781755
Ventura	2025	T6 Utility Class 6	Aggregate	Aggregate	Diesel	330.9377828	0.034967197
Ventura	2025	T6 Utility Class 7	Aggregate	Aggregate	Diesel	459.1221451	0.048271164
Ventura	2025	T7 CAIRP Class 8	Aggregate	Aggregate	Diesel	71805.59042	11.31276941
Ventura	2025	T7 NNOOS Class 8	Aggregate	Aggregate	Diesel	86179.836	13.18761428
Ventura	2025	T7 NOOS Class 8	Aggregate	Aggregate	Diesel	31307.60361	4.910452345
Ventura	2025	T7 Other Port Class 8	Aggregate	Aggregate	Diesel	17217.21434	2.770769501
Ventura	2025	T7 POLA Class 8	Aggregate	Aggregate	Diesel	1496.499064	0.247900174
Ventura	2025	T7 Public Class 8	Aggregate	Aggregate	Diesel	15797.03585	2.676490404
Ventura	2025	T7 Single Concrete/Tran:	Aggregate	Aggregate	Diesel	4940.527199	0.798697611
Ventura	2025	T7 Single Dump Class 8	Aggregate	Aggregate	Diesel	14532.3866	2.392754803
Ventura	2025	T7 Single Other Class 8	Aggregate	Aggregate	Diesel	33673.56518	5.498312807
Ventura	2025	T7 SWCV Class 8	Aggregate	Aggregate	Diesel	5713.975859	2.082544249
Ventura	2025	T7 Tractor Class 8	Aggregate	Aggregate	Diesel	55635.10291	8.877534406
Ventura	2025	T7 Utility Class 8	Aggregate	Aggregate	Diesel	1397.311369	0.22241247
Ventura	2025	UBUS	Aggregate	Aggregate	Diesel	6523.003654	1.041587512
Ventura	2025	LDA	Aggregate	Aggregate	Electricity	707926.071	0
Ventura	2025	LDT1	Aggregate	Aggregate	Electricity	2745.563205	0
Ventura	2025	LDT2	Aggregate	Aggregate	Electricity	30350.4981	0
Ventura	2025	LHD1	Aggregate	Aggregate	Electricity	5902.194283	0
Ventura	2025	LHD2	Aggregate	Aggregate	Electricity	1447.884697	0
Ventura	2025	MDV	Aggregate	Aggregate	Electricity	32807.45115	0
Ventura	2025	OBUS	Aggregate	Aggregate	Electricity	78.48629688	0

Ventura	2025	PTO	Aggregate	Aggregate	Electricity	130.9052033	0
Ventura	2025	SBUS	Aggregate	Aggregate	Electricity	71.98992916	0
Ventura	2025	T6 CAIRP Class 4	Aggregate	Aggregate	Electricity	0.946076484	0
Ventura	2025	T6 CAIRP Class 5	Aggregate	Aggregate	Electricity	1.155729288	0
Ventura	2025	T6 CAIRP Class 6	Aggregate	Aggregate	Electricity	4.520767646	0
Ventura	2025	T6 CAIRP Class 7	Aggregate	Aggregate	Electricity	13.37610648	0
Ventura	2025	T6 Instate Delivery Class	Aggregate	Aggregate	Electricity	94.14773418	0
Ventura	2025	T6 Instate Delivery Class	Aggregate	Aggregate	Electricity	83.99558457	0
Ventura	2025	T6 Instate Delivery Class	Aggregate	Aggregate	Electricity	248.837801	0
Ventura	2025	T6 Instate Delivery Class	Aggregate	Aggregate	Electricity	22.83776645	0
Ventura	2025	T6 Instate Other Class 4	Aggregate	Aggregate	Electricity	262.8348936	0
Ventura	2025	T6 Instate Other Class 5	Aggregate	Aggregate	Electricity	463.9923579	0
Ventura	2025	T6 Instate Other Class 6	Aggregate	Aggregate	Electricity	404.9108356	0
Ventura	2025	T6 Instate Other Class 7	Aggregate	Aggregate	Electricity	235.9865704	0
Ventura	2025	T6 Instate Tractor Class 6	Aggregate	Aggregate	Electricity	3.091868706	0
Ventura	2025	T6 Instate Tractor Class 7	Aggregate	Aggregate	Electricity	40.30000603	0
Ventura	2025	T6 Public Class 4	Aggregate	Aggregate	Electricity	18.01866278	0
Ventura	2025	T6 Public Class 5	Aggregate	Aggregate	Electricity	23.17581612	0
Ventura	2025	T6 Public Class 6	Aggregate	Aggregate	Electricity	27.15316399	0
Ventura	2025	T6 Public Class 7	Aggregate	Aggregate	Electricity	103.9552642	0
Ventura	2025	T6 Utility Class 5	Aggregate	Aggregate	Electricity	31.79554897	0
Ventura	2025	T6 Utility Class 6	Aggregate	Aggregate	Electricity	6.05308767	0
Ventura	2025	T6 Utility Class 7	Aggregate	Aggregate	Electricity	9.744096098	0
Ventura	2025	T6TS	Aggregate	Aggregate	Electricity	486.410454	0
Ventura	2025	T7 CAIRP Class 8	Aggregate	Aggregate	Electricity	852.6523903	0
Ventura	2025	T7 Other Port Class 8	Aggregate	Aggregate	Electricity	90.58216397	0
Ventura	2025	T7 POLA Class 8	Aggregate	Aggregate	Electricity	2.345927769	0
Ventura	2025	T7 Public Class 8	Aggregate	Aggregate	Electricity	159.0871373	0
Ventura	2025	T7 Single Concrete/Trans	Aggregate	Aggregate	Electricity	117.1228749	0
Ventura	2025	T7 Single Dump Class 8	Aggregate	Aggregate	Electricity	168.9197294	0
Ventura	2025	T7 Single Other Class 8	Aggregate	Aggregate	Electricity	373.2221651	0
Ventura	2025	T7 SWCV Class 8	Aggregate	Aggregate	Electricity	97.60573967	0
Ventura	2025	T7 Tractor Class 8	Aggregate	Aggregate	Electricity	320.6468915	0
Ventura	2025	T7 Utility Class 8	Aggregate	Aggregate	Electricity	10.73445876	0
Ventura	2025	T7IS	Aggregate	Aggregate	Electricity	1.395058668	0
Ventura	2025	UBUS	Aggregate	Aggregate	Electricity	14.84810966	0
Ventura	2025	LDA	Aggregate	Aggregate	Gasoline	9485022.329	307.0991886
Ventura	2025	LDT1	Aggregate	Aggregate	Gasoline	817043.9427	32.21260406
Ventura	2025	LDT2	Aggregate	Aggregate	Gasoline	4512101.35	180.2167054
Ventura	2025	LHD1	Aggregate	Aggregate	Gasoline	361575.3331	25.89979713
Ventura	2025	LHD2	Aggregate	Aggregate	Gasoline	57382.28512	4.693568774
Ventura	2025	MCY	Aggregate	Aggregate	Gasoline	86242.61676	2.088980892
Ventura	2025	MDV	Aggregate	Aggregate	Gasoline	2851763.258	141.2559697

Ventura	2025	MH	Aggregate	Aggregate	Gasoline	25590.51895	5.170699781
Ventura	2025	OBUS	Aggregate	Aggregate	Gasoline	8975.780242	1.729584329
Ventura	2025	SBUS	Aggregate	Aggregate	Gasoline	5195.912585	0.5787673
Ventura	2025	T6TS	Aggregate	Aggregate	Gasoline	33676.32772	6.277825788
Ventura	2025	T7IS	Aggregate	Aggregate	Gasoline	65.55093445	0.01531249
Ventura	2025	UBUS	Aggregate	Aggregate	Gasoline	3207.998168	0.644893694
Ventura	2025	All Other Buses	Aggregate	Aggregate	Natural Gas	115.2191125	0.011792556
Ventura	2025	SBUS	Aggregate	Aggregate	Natural Gas	271.3197209	0.064069904
Ventura	2025	T7 CAIRP Class 8	Aggregate	Aggregate	Natural Gas	232.9278541	0.042289848
Ventura	2025	T7 Public Class 8	Aggregate	Aggregate	Natural Gas	365.6504065	0.058075706
Ventura	2025	T7 Single Concrete/Tran	Aggregate	Aggregate	Natural Gas	139.1039805	0.022813719
Ventura	2025	T7 Single Dump Class 8	Aggregate	Aggregate	Natural Gas	420.0902641	0.075795297
Ventura	2025	T7 Single Other Class 8	Aggregate	Aggregate	Natural Gas	963.2185172	0.167378191
Ventura	2025	T7 SWCV Class 8	Aggregate	Aggregate	Natural Gas	8503.506893	1.311576337
Ventura	2025	T7 Tractor Class 8	Aggregate	Aggregate	Natural Gas	144.7489956	0.027868542
Ventura	2025	UBUS	Aggregate	Aggregate	Natural Gas	12658.30407	2.673366911
Ventura	2025	LDA	Aggregate	Aggregate	Plug-in Hybrid	336274.1429	5.272351125
Ventura	2025	LDT1	Aggregate	Aggregate	Plug-in Hybrid	2058.941174	0.029109168
Ventura	2025	LDT2	Aggregate	Aggregate	Plug-in Hybrid	47910.88528	0.712180733
Ventura	2025	MDV	Aggregate	Aggregate	Plug-in Hybrid	29712.69006	0.458776952

Diesel	1178231.457	115.0681944
Electricity	786257.4467	0
Gasoline	18247843.2	707.8838979
Natural Gas	23814.08982	4.455027011
Hybrid	415956.6594	6.472417978

EMFAC Data - Buildout Year

Source: EMFAC2021 (v1.0.1) Emissions Inventory
Region Type: County
Region: Venutra
Calendar Year: 2036
Season: Annual
Vehicle Classification: EMFAC202x Categories
Units: miles/day for VMT, trips/day for Trips, tons/day for Emissions, 1000 gallons/day for Fuel Consumption.

Region	CalYr	VehClass	MdlYr	Speed	Fuel	Total VMT	Fuel Consumption
Ventura	2036	All Other Buses	Aggregate	Aggregate	Diesel	5801.731642	0.562964445
Ventura	2036	LDA	Aggregate	Aggregate	Diesel	8613.738806	0.175208437
Ventura	2036	LDT1	Aggregate	Aggregate	Diesel	5.924585667	0.000202086
Ventura	2036	LDT2	Aggregate	Aggregate	Diesel	18227.74992	0.478889995
Ventura	2036	LHD1	Aggregate	Aggregate	Diesel	222369.2156	10.25559474
Ventura	2036	LHD2	Aggregate	Aggregate	Diesel	101383.9893	5.501671504

Ventura	2036	MDV	Aggregate	Aggregate	Diesel	32493.98909	1.156420031
Ventura	2036	MH	Aggregate	Aggregate	Diesel	8000.442288	0.779285583
Ventura	2036	Motor Coach	Aggregate	Aggregate	Diesel	1592.383687	0.254784947
Ventura	2036	PTO	Aggregate	Aggregate	Diesel	9315.617712	1.687808725
Ventura	2036	SBUS	Aggregate	Aggregate	Diesel	7120.263261	0.897060771
Ventura	2036	T6 CAIRP Class 4	Aggregate	Aggregate	Diesel	43.96463052	0.004368119
Ventura	2036	T6 CAIRP Class 5	Aggregate	Aggregate	Diesel	60.8013777	0.00604777
Ventura	2036	T6 CAIRP Class 6	Aggregate	Aggregate	Diesel	155.1098072	0.01538789
Ventura	2036	T6 CAIRP Class 7	Aggregate	Aggregate	Diesel	1326.625187	0.115520718
Ventura	2036	T6 Instate Delivery Class	Aggregate	Aggregate	Diesel	8559.224121	0.904104645
Ventura	2036	T6 Instate Delivery Class	Aggregate	Aggregate	Diesel	8588.12973	0.911735294
Ventura	2036	T6 Instate Delivery Class	Aggregate	Aggregate	Diesel	25437.9345	2.695278383
Ventura	2036	T6 Instate Delivery Class	Aggregate	Aggregate	Diesel	7701.047794	0.821535087
Ventura	2036	T6 Instate Other Class 4	Aggregate	Aggregate	Diesel	22198.51094	2.318704069
Ventura	2036	T6 Instate Other Class 5	Aggregate	Aggregate	Diesel	48962.4661	5.129479269
Ventura	2036	T6 Instate Other Class 6	Aggregate	Aggregate	Diesel	39175.73366	4.097954369
Ventura	2036	T6 Instate Other Class 7	Aggregate	Aggregate	Diesel	23751.96848	2.505296397
Ventura	2036	T6 Instate Tractor Class 6	Aggregate	Aggregate	Diesel	249.4956189	0.025896838
Ventura	2036	T6 Instate Tractor Class 7	Aggregate	Aggregate	Diesel	9966.471601	0.97074479
Ventura	2036	T6 OOS Class 4	Aggregate	Aggregate	Diesel	34.61474656	0.003199112
Ventura	2036	T6 OOS Class 5	Aggregate	Aggregate	Diesel	47.48520774	0.004394215
Ventura	2036	T6 OOS Class 6	Aggregate	Aggregate	Diesel	124.0802064	0.011437966
Ventura	2036	T6 OOS Class 7	Aggregate	Aggregate	Diesel	902.2173928	0.075391564
Ventura	2036	T6 Public Class 4	Aggregate	Aggregate	Diesel	1116.051274	0.121447542
Ventura	2036	T6 Public Class 5	Aggregate	Aggregate	Diesel	2100.550483	0.23196291
Ventura	2036	T6 Public Class 6	Aggregate	Aggregate	Diesel	2116.854535	0.230737914
Ventura	2036	T6 Public Class 7	Aggregate	Aggregate	Diesel	5669.193181	0.601166734
Ventura	2036	T6 Utility Class 5	Aggregate	Aggregate	Diesel	1078.877356	0.109082076
Ventura	2036	T6 Utility Class 6	Aggregate	Aggregate	Diesel	204.0213423	0.020607638
Ventura	2036	T6 Utility Class 7	Aggregate	Aggregate	Diesel	270.6861679	0.027163089
Ventura	2036	T7 CAIRP Class 8	Aggregate	Aggregate	Diesel	74184.13213	10.00385736
Ventura	2036	T7 NNOOS Class 8	Aggregate	Aggregate	Diesel	107751.528	13.78352251
Ventura	2036	T7 NOOS Class 8	Aggregate	Aggregate	Diesel	39144.21614	5.082003437
Ventura	2036	T7 Other Port Class 8	Aggregate	Aggregate	Diesel	20812.72218	2.821544594
Ventura	2036	T7 POLA Class 8	Aggregate	Aggregate	Diesel	2037.938902	0.30219485
Ventura	2036	T7 Public Class 8	Aggregate	Aggregate	Diesel	11976.06406	1.887464627
Ventura	2036	T7 Single Concrete/Trans	Aggregate	Aggregate	Diesel	3153.610225	0.466273556
Ventura	2036	T7 Single Dump Class 8	Aggregate	Aggregate	Diesel	11493.61551	1.788030011
Ventura	2036	T7 Single Other Class 8	Aggregate	Aggregate	Diesel	30819.98406	4.778460159
Ventura	2036	T7 SWCV Class 8	Aggregate	Aggregate	Diesel	2156.902658	0.767487665
Ventura	2036	T7 Tractor Class 8	Aggregate	Aggregate	Diesel	62489.86343	8.915619513
Ventura	2036	T7 Utility Class 8	Aggregate	Aggregate	Diesel	1072.438245	0.163274507
Ventura	2036	LDA	Aggregate	Aggregate	Electricity	1227256.195	0

Ventura	2036	LDT1	Aggregate	Aggregate	Electricity	13915.74422	0
Ventura	2036	LDT2	Aggregate	Aggregate	Electricity	108456.2298	0
Ventura	2036	LHD1	Aggregate	Aggregate	Electricity	162805.7494	0
Ventura	2036	LHD2	Aggregate	Aggregate	Electricity	41348.45679	0
Ventura	2036	MDV	Aggregate	Aggregate	Electricity	100456.9896	0
Ventura	2036	OBUS	Aggregate	Aggregate	Electricity	1905.790636	0
Ventura	2036	PTO	Aggregate	Aggregate	Electricity	3615.939399	0
Ventura	2036	SBUS	Aggregate	Aggregate	Electricity	2268.106211	0
Ventura	2036	T6 CAIRP Class 4	Aggregate	Aggregate	Electricity	28.46900893	0
Ventura	2036	T6 CAIRP Class 5	Aggregate	Aggregate	Electricity	38.56455024	0
Ventura	2036	T6 CAIRP Class 6	Aggregate	Aggregate	Electricity	104.5362057	0
Ventura	2036	T6 CAIRP Class 7	Aggregate	Aggregate	Electricity	302.0058446	0
Ventura	2036	T6 Instate Delivery Class	Aggregate	Aggregate	Electricity	3585.440887	0
Ventura	2036	T6 Instate Delivery Class	Aggregate	Aggregate	Electricity	3559.917343	0
Ventura	2036	T6 Instate Delivery Class	Aggregate	Aggregate	Electricity	10493.35156	0
Ventura	2036	T6 Instate Delivery Class	Aggregate	Aggregate	Electricity	1448.993358	0
Ventura	2036	T6 Instate Other Class 4	Aggregate	Aggregate	Electricity	10208.45596	0
Ventura	2036	T6 Instate Other Class 5	Aggregate	Aggregate	Electricity	22410.94887	0
Ventura	2036	T6 Instate Other Class 6	Aggregate	Aggregate	Electricity	17791.01431	0
Ventura	2036	T6 Instate Other Class 7	Aggregate	Aggregate	Electricity	7660.788631	0
Ventura	2036	T6 Instate Tractor Class 6	Aggregate	Aggregate	Electricity	118.2418011	0
Ventura	2036	T6 Instate Tractor Class 7	Aggregate	Aggregate	Electricity	1206.722016	0
Ventura	2036	T6 Public Class 4	Aggregate	Aggregate	Electricity	338.8203767	0
Ventura	2036	T6 Public Class 5	Aggregate	Aggregate	Electricity	673.406877	0
Ventura	2036	T6 Public Class 6	Aggregate	Aggregate	Electricity	676.2548364	0
Ventura	2036	T6 Public Class 7	Aggregate	Aggregate	Electricity	1844.769712	0
Ventura	2036	T6 Utility Class 5	Aggregate	Aggregate	Electricity	712.3365256	0
Ventura	2036	T6 Utility Class 6	Aggregate	Aggregate	Electricity	134.4818225	0
Ventura	2036	T6 Utility Class 7	Aggregate	Aggregate	Electricity	200.2841771	0
Ventura	2036	T6TS	Aggregate	Aggregate	Electricity	12156.44582	0
Ventura	2036	T7 CAIRP Class 8	Aggregate	Aggregate	Electricity	16763.09465	0
Ventura	2036	T7 Other Port Class 8	Aggregate	Aggregate	Electricity	4086.966801	0
Ventura	2036	T7 POLA Class 8	Aggregate	Aggregate	Electricity	166.6141901	0
Ventura	2036	T7 Public Class 8	Aggregate	Aggregate	Electricity	3978.24789	0
Ventura	2036	T7 Single Concrete/Trans	Aggregate	Aggregate	Electricity	2204.129876	0
Ventura	2036	T7 Single Dump Class 8	Aggregate	Aggregate	Electricity	4036.164869	0
Ventura	2036	T7 Single Other Class 8	Aggregate	Aggregate	Electricity	11970.7709	0
Ventura	2036	T7 SWCV Class 8	Aggregate	Aggregate	Electricity	2573.141411	0
Ventura	2036	T7 Tractor Class 8	Aggregate	Aggregate	Electricity	7509.907216	0
Ventura	2036	T7 Utility Class 8	Aggregate	Aggregate	Electricity	341.9705335	0
Ventura	2036	T7IS	Aggregate	Aggregate	Electricity	36.05759956	0
Ventura	2036	UBUS	Aggregate	Aggregate	Electricity	10504.94516	0
Ventura	2036	LDA	Aggregate	Aggregate	Gasoline	9199923.315	252.836232

Ventura	2036	LDT1	Aggregate	Aggregate	Gasoline	642528.7794	21.39074528
Ventura	2036	LDT2	Aggregate	Aggregate	Gasoline	4590733.561	153.431881
Ventura	2036	LHD1	Aggregate	Aggregate	Gasoline	267592.1864	16.08382792
Ventura	2036	LHD2	Aggregate	Aggregate	Gasoline	39148.84263	2.704729436
Ventura	2036	MCY	Aggregate	Aggregate	Gasoline	78758.35358	1.848788519
Ventura	2036	MDV	Aggregate	Aggregate	Gasoline	2567059.623	105.6268487
Ventura	2036	MH	Aggregate	Aggregate	Gasoline	13538.10977	2.731670418
Ventura	2036	OBUS	Aggregate	Aggregate	Gasoline	4468.933358	0.799866667
Ventura	2036	SBUS	Aggregate	Aggregate	Gasoline	4808.849898	0.511901322
Ventura	2036	T6TS	Aggregate	Aggregate	Gasoline	25328.7792	4.29676873
Ventura	2036	T7IS	Aggregate	Aggregate	Gasoline	79.32118144	0.015103832
Ventura	2036	UBUS	Aggregate	Aggregate	Gasoline	2774.674701	0.514887657
Ventura	2036	All Other Buses	Aggregate	Aggregate	Natural Gas	318.6201632	0.030242685
Ventura	2036	SBUS	Aggregate	Aggregate	Natural Gas	266.1043887	0.060755816
Ventura	2036	T7 CAIRP Class 8	Aggregate	Aggregate	Natural Gas	189.347431	0.031108215
Ventura	2036	T7 Public Class 8	Aggregate	Aggregate	Natural Gas	441.2194484	0.069696149
Ventura	2036	T7 Single Concrete/Tran	Aggregate	Aggregate	Natural Gas	104.4942719	0.016213722
Ventura	2036	T7 Single Dump Class 8	Aggregate	Aggregate	Natural Gas	364.1047971	0.060961487
Ventura	2036	T7 Single Other Class 8	Aggregate	Aggregate	Natural Gas	980.720136	0.163003882
Ventura	2036	T7 SWCV Class 8	Aggregate	Aggregate	Natural Gas	9649.391633	1.333879854
Ventura	2036	T7 Tractor Class 8	Aggregate	Aggregate	Natural Gas	143.6251811	0.024665925
Ventura	2036	UBUS	Aggregate	Aggregate	Natural Gas	10554.0284	2.13295643
Ventura	2036	LDA	Aggregate	Aggregate	Plug-in Hybrid	433230.2059	5.948348769
Ventura	2036	LDT1	Aggregate	Aggregate	Plug-in Hybrid	10427.57458	0.139402181
Ventura	2036	LDT2	Aggregate	Aggregate	Plug-in Hybrid	109167.7842	1.484739328
Ventura	2036	MDV	Aggregate	Aggregate	Plug-in Hybrid	64629.02269	0.894276824

Fuel Type	VMT Sum	Fuel Sum
Diesel	991860.1769	94.46826846
Electricity	1821895.463	0
Gasoline	17436743.33	562.7932514
Natural Gas	23011.65586	3.923484165
Hybrid	617454.5874	8.466767103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Santa Paula
970 Ventura Street,
Santa Paula, California 93060
Attn: City Clerk

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

AMENDMENT NO. 3 TO THE FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

This Amendment No. 3 to the First Amended and Restated Development Agreement (the "Third Amendment"), dated March___, 2024 for reference purposes only, is made by and between the CITY OF SANTA PAULA, a California municipal corporation ("CITY"), and LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("DEVELOPER"), and with reference to the following facts and objectives:

R E C I T A L S

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Original Development Agreement") for developing the area commonly known as "East Area 1." On or about September 21, 2015, Developer became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement;

B. On March 18, 2020, Section 3.1. l(a) of the Original Development Agreement was amended to provide for an extension of the timeframe within which to complete construction of the Santa Paula Creek Sports Park ("Amendment No. 1");

C. On April 21, 2021, the City and Developer again amended the Original Development Agreement ("Amendment No. 2") to, among other things, modify Section 3.3.2 to require that certain traffic improvements be completed prior to issuance of the 750th certificate of occupancy within the project, including the improvements to the intersection of State Route 126

and Hallock Drive specified in Mitigation Measure T-1 (the "SR 126/Hallock Improvements"), and to modify the parties obligations with respect to Public Benefit Housing. The Original Development Agreement and Amendment Nos. 1 and 2, as clarified and supplemented with all Operating Memoranda executed by the parties as of the Effective Date of this Third Amendment, are collectively referred to herein as the "Development Agreement";

D. In conjunction with this Third Amendment, the Developer is applying for an amendment to the Amended Specific Plan SP-3 ("SP Amendment No. 4") and Addendum No. 3 to the EAO EIR, which revises the permitted uses on the Project Site to remove the previously approved 25,000 square feet of light industrial uses, to reduce the land designated for civic/institutional uses from approximately 20.2 acres to approximately 8.3 acres and to allow an additional 550 residential uses, with potentially up to 300 of the total 2,050 units designated for for-rent, multi-family housing.

E. The purpose of this Third Amendment is to, among other changes, revise the mix of allowed uses to increase the maximum number of residential units within the Project Site by 550 units for a total of 2050 units consistent with SP Amendment No. 3, and to revise the Development Agreement to address these additional units.

In consideration of the foregoing and pursuant to Section 10.1.2 of the Development Agreement, the Development Agreement is hereby further amended as follows:

AGREEMENT

1. **New Exhibits; Operating Memoranda.**

A. The below listed Exhibits A-1 through E ("Original Exhibits") are attached to and incorporated into the Development Agreement:

Exhibit A-1: Map of East Area 1
Exhibit A-2: Legal Description of Project Site
Exhibit B: Location of Proposed Mitigation Parcels
Exhibit C: Development Agreement - East Area 1 Specific Plan Public Benefits
Exhibit D: Operating Memorandum No. 2
Exhibit E: Resolution No. 6230 Exhibit "A" (Summary of Development Impact Fees by Type of Fee)

The following exhibits to this Third Amendment ("New Exhibits") are hereby added to the Development Agreement. The New Exhibits are incorporated into or else supplement the Development Agreement.

Third Amendment Exhibit	**New Lettered Exhibit to Development Agreement**

Exhibit A: Supplemental Sports Park Improvements	Exhibit F: Supplemental Sports Park Improvements
Exhibit B: Sports Park Implementation Agreement	Exhibit G: Sports Park Implementation Agreement
Exhibit C: First Amendment to Sports Park Implementation Agreement	Exhibit H: First Amendment to Sports Park Implementation Agreement
Exhibit D: Sports Park Phase 1 Punch List	Exhibit I: Sports Park Phase 1 Punch List
Exhibit E: Operating Memorandum No. 3	Exhibit J: Operating Memorandum No. 3
Exhibit F: Operating Memorandum No. 4	Exhibit H: Operating Memorandum No. 4
Exhibit G: Operating Memorandum No. 5	Exhibit I: Operating Memorandum No. 5
Exhibit H: Operating Memorandum No. 6	Exhibit J: Operating Memorandum No. 6
Exhibit I: Operating Memorandum No. 7	Exhibit K: Operating Memorandum No. 7
Exhibit J: Operating Memorandum No. 8	Exhibit L. Operating Memorandum No. 8
Exhibit K: Form of Offsite Improvement Agreement	Exhibit M: Form of Offsite Improvement Agreement

In the event of a conflict between the New Exhibits and the Original Exhibits, the New Exhibits will control.

B. Operating Memoranda Nos. 3-8 attached to this Third Amendment as Exhibits E through J, respectively, are hereby added as addenda to the Development Agreement pursuant to Section 10.1.1 of the Development Agreement.

2. **Revisions to Article 2.** Article 2 (Description of the Project) of the Development Agreement is amended as follows:

A. Section 2.1 of the Development Agreement is amended in its entirety to state as follows:

"2.1 In General. The term "Project" means the development of the Project site as described in the "Project Approvals" (defined in Section 2.2 below). Without limiting the foregoing, the Project includes up to 2,050 total residential units, approximately 8.3 acres for educational facilities (future elementary school site), and approximately 225.3 acres of park, green space, open space, and agricultural land."

B. Section 2.2 of the Development Agreement is amended to add the following sentence at the end of the section:

> "Project Approvals also mean and include the 2024 amendment to the Amended Specific Plan SP-3 ("SP Amendment No. 4") and Addendum No. 3 to the East Area One (EAO) EIR, which revises the permitted uses on the Project Site to remove the previously approved 25,000 square feet of light industrial uses, to reduce the land designated for civic/institutional uses from approximately 20.2 acres to approximately 8.3 acres, and to allow an additional 550 residential uses, with potentially up to 300 of the total 2,050 units designated for for-rent multi-family housing."

3. **Revisions to Article 3.** Article 3 (Public Benefits) of the Development Agreement is amended as follows:

A. The following new subdivision (b) is hereby added to Section 3.1.1 (Community Parks) of the Development Agreement:

"(b) Additional Santa Paula Creek Sports Park Improvements. In addition to the park improvements specified in Section 3.1.1(a) above (as modified by the Sports Park Implementation Agreement, dated March 17, 2021 and attached hereto as Exhibit B, and the First Amendment thereto, dated January 6, 2023 and attached hereto as Exhibit C) (together, the "Sports Park Implementation Agreement") which improvements are expected to be completed by Developer and turned over to the City in Spring 2024 ("Sports Park Phase 1"), Developer shall construct the additional improvements set forth in Exhibit A in accordance with improvement plans developed in cooperation with Developer and approved by City (the "Supplemental Sports Park Improvements"). Notwithstanding any contrary provision in the Sports Park Implementation Agreement, as amended, Developer's costs for constructing the Supplemental Sports Park Improvements shall not exceed a total of Four Million Dollars ($4,000,000), although City may request, and Developer must construct, additional improvements at City's cost, which shall be paid according to the process and procedures set forth in the Sports Park Implementation Agreement. Developer shall commence construction of the Supplemental Sports Park Improvements within 120 days following the later to occur of (i) the Effective Date of Amendment No. 3 to the First Amended and Restated Development Agreement (the "Third Amendment"), and (ii) City approval of the improvement plans for the Supplemental Sports Park Improvements."

B. The following new subdivision (c) is hereby added to Section 3.1.1 (Community Parks) of the Development Agreement:

"(c) Santa Paula Creek Sports Park Phase 1 Improvements Acceptance and Excess Costs. Upon completion of the outstanding punch list items on Exhibit I, other than items 2 – 4 concerning inadequate turf and irrigation establishment, and in no event later than March 15, 2024, City agrees to accept the Phase 1 Park Improvements and assume all ownership and maintenance obligations with respect thereto. Notwithstanding the foregoing, Developer shall remain obligated to continue working with the City on establishing the turf areas and any associated turf irrigation system (together, "turf establishment") to the City's reasonable satisfaction, at Developer's expense, up to a maximum additional cost to Developer of Two Hundred Thousand Dollars ($200,000). In the event the costs to ensure turf establishment exceed the foregoing limit and LLCB refuses to otherwise pay for the costs to ensure turf establishment in excess of the $200,000, the parties agree that the City shall be permitted to use the Fiscal Shortfall Deposit to fund the additional costs up to $1,000,000, subject to the requirement that City and Developer cooperate in good faith to pursue all available remedies against the contractor and landscape architect regarding costs for turf establishment. Notwithstanding any contrary provision in the Sports Park

Implementation Agreement, and subject to City's timely acceptance of improvements and assumption of maintenance responsibilities as described in this Section 3.1.1(c) above, Developer also agrees to waive City's payment of costs incurred by Developer in constructing Phase 1 of the Santa Paula Creek Sports Park, in excess of available City funds, up to a maximum of Eight Hundred Fifty Dollars ($850,000), which amount is in addition to the $200,000 in additional turf establishment costs described above."

C. The following new subdivision (d) is hereby added to Section 3.1.1 (Community Parks) of the Development Agreement:

"(d) CFD Reimbursement for Developer's Dedication of Land. City and Developer agree that the fair market value of the approximately 37 acres of land to be dedicated to the City pursuant to Section 3.1.1(a) valuated for park use at the cost specified in the City's 2016 DIF study, i.e. $300,000/acre (the "Parkland Dedication") shall be included in the total cost of the Santa Paula Creek Sports Park to be reimbursed to Developer out of the Project CFD bond financing. The parties agree to cooperate in good faith and take such actions as may be reasonably required to amend the Acquisition Agreement for the Project CFD to include reimbursement of the Parkland Dedication, and to take such other and further actions as may be reasonably necessary to effectuate the reimbursements described herein. In the event there are insufficient CFD bond proceeds to fully reimburse Developer for the Parkland Dedication and all other eligible Public Facilities (as defined in the Acquisition Agreement, as may be amended), the City will not be responsible for any unreimbursed amount."

D. Section 3.2.2 of the Development Agreement is amended in its entirety to state as follows:

"**3.2.2 Dedication of Water Rights.**

(a) Final Maps Before January 1, 2024. This paragraph governs the dedication of water rights to the City with respect to final maps recorded before January 1, 2024 ("Initial Water Rights Dedication Period"). The City's 2005 Urban Water Management Plan (UWMP) Update used demand rates for estimating future water demand of 132 gallons per day (gpd) per capita, whereas the City's 2005 Potable Water Master Plan used a demand rate of 163 gpd per capita. The Water Supply Assessment (WSA) for the East Area 1 Specific Plan utilized both the 132 and 163 rates provided in the UWMP and the Potable Water Master Plan and concluded that the annual average water demand for the proposed East Area 1 Specific Plan was between approximately 1,174.4 acre-feet per year (AFY) and 1,359.2 AFY. The SPMC defines a project's "Projected Demand For Water" as "including an allowance of 25% for potential future increases in the quantity of water required." Upon recordation of the first final map, Developer must transfer groundwater production equivalent to the Demand Rates set forth in Table 8 of the Water Supply Assessment for the uses encompassed in the tract map, plus 25%. Developer must perform a water use study

and monitoring program called for in the WSA one year after the last certificate of occupancy for said tract map to determine the actual per capita use for residential users within the Project. To the extent that the actual per capita residential use exceeds the 132 gpd rate, then Developer must transfer additional water rights to City, if any, in excess of the 25% buffer. To the extent that the actual per capita residential use is less than the transferred water rights, such excess transferred water rights can be applied to satisfy the water demand of the second tract map. The actual per capita residential use rate for the first tract map, or 163 gpd, whichever is less, will be used to calculate the projected water demand for the uses in the second final tract map which, together with the 25% buffer, must be transferred to City before recordation of the second final tract map. This procedure must be repeated for every final map through buildout of the Project. The total groundwater rights that Developer may be required to transfer to the City during the Initial Water Rights Dedication Period cannot exceed 1,699 AFY (163 gpd per capita residential use, with the 25% buffer). The groundwater rights transferred to City pursuant to this paragraph are subject to Developer's right to use such water for construction and irrigation purposes as set forth in Section 8.6.1 below.

(b) Final Maps After January 1, 2024. This paragraph governs the dedication of water rights to the City with respect to final maps recorded after January 1, 2024. That certain East Area One Potable Water System Master Plan dated August 2017 ("PWMP") for the Project was updated in 2023 by that certain Potable Water System Master Amendment dated July 25, 2022 based on actual water usage data for the 316 single-family homes occupied for all of 2022 and is pending approval. The yet-to-be approved PWMP is referred to hereafter as the "Final PWMP". Upon recordation of the first final map recorded after January 1, 2024, Developer must transfer groundwater production equivalent to the Demand Rates set forth in Table 1 of the Final PWMP for the uses encompassed in that tract map, which includes the additional 25% buffer required under the SPMC. Developer must perform a water use study and monitoring program one year after issuance of the last certificate of occupancy for said tract to determine the actual per capita water use for the residential users within the Project. To the extent that the actual per capita residential use exceeds the 64 gpd rate, then Developer must transfer additional water rights to the City. To the extent that the actual per capita residential use is less than the transferred water rights, such excess transferred water rights can be applied as a credit toward satisfying the water rights transfer required for the second tract map. The actual per capita residential use rate for the first tract map or 64 gpd, whichever is less, will be used to calculate the projected water demand for the for the second final tract map, and the water rights for the second tract map must be transferred to the City prior to recordation of the second final tract map. This procedure must be repeated for each subsequent final map through buildout of the Project. The groundwater rights transferred to City pursuant to this section are subject to Developer's right to use such water for construction and irrigation purposes as set forth in Section 8.6.1 of the Development Agreement. As of September 1, 2023, Developer has transferred approximately 155.16 AFY to the City pursuant to this Section 3.2.2."

E. Section 3.3.2 (Traffic Circulation Infrastructure), as previously amended in Amendment No. 2 to the Development Agreement, is further amended to state as follows:

"3.3.2 Traffic Circulation Infrastructure.

(a) 1st Certificate of Occupancy. Before occupancy of any residences within the Project, Developer must construct sufficient traffic improvements to provide access, as follows:

(i) Telegraph/Hallock. Notwithstanding Mitigation Measure, T-2 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must install the traffic signal and reconfigure the intersection of Telegraph Road and Hallock Drive, as described in said Mitigation Measure, before City issues a final certificate of occupancy for the 1st residential dwelling unit in the Project.

(b) 1,000th Certificate of Occupancy. Before the City issues the 1,000th residential certificate of occupancy, Developer must provide sufficient access as follows:

(i) SR-126/Hallock. Notwithstanding Mitigation Measure T-1 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must widen and reconfigure the intersection of SR-126 and Hallock Drive, as described in said Mitigation Measure, before City issues a final certificate of occupancy for the 1,000th residential dwelling unit in the Project. Should completion of the intersection improvement be delayed for causes beyond Developer's control (e.g. needed property acquisitions and agency approvals), and the delay causes significant traffic circulation impacts, Developer agrees to make traffic improvements necessary to mitigate those impacts. Such improvements shall be made upon City's request and at no cost to the City.

(c) Santa Paula Street Bridge Completion. Notwithstanding the timing requirements and thresholds set forth in Section 3.1.1 of this Agreement (as clarified in Operating Memorandum No. 4), the parties have agreed to the following additional requirements for commencement and completion of the Santa Paula Bridge, as required by the Ventura County Fire District (VCFD):

(i) Developer shall commence construction of the Santa Paula Street Bridge within twelve (12) months after receiving all required permits and plan approvals, and subject to the Army Corps of Engineers Section 408 permit restrictions that require all temporary construction work within Santa Paula Creek be completed in the dry season, between the months of May through September.

(ii) Developer shall complete construction of the Santa Paula Street Bridge within twenty-four (24) months of commencing construction. No building permits or certificates of approval shall be issued beyond the 1,261 units approved through Phase II (Foothill Neighborhood) until the Santa Paula Street Bridge is substantially completed and available for emergency access use.

(iii) Prior to commencement of construction of the Santa Paula Street Bridge and prior to issuance of the first building permit in Phase II (Foothill Neighborhood), Developer shall enter into an offsite improvement agreement with City, in substantially the form attached hereto as Exhibit K ("Offsite Improvement Agreement"),. to secure timely completion of the Santa Paula Creek Bridge and shall provide a performance bond in the total estimated construction costs, including estimated future soft costs, in the approximate amount of Eleven Million Dollars ($11,000,000), which security shall be released at the earlier to occur of: (1) completion and acceptance of the Santa Paula Creek Bridge, or (2) City receipt of CFD bond proceeds in the amount of the performance bond, which proceeds shall be paid to Developer upon completion and acquisition of the Santa Paula Creek Bridge pursuant to the terms of the Funding, Construction and Acquisition Agreement – Harvest Community Facilities District No. 1, dated March 1, 2017, as may be amended.

(iv) Developer shall continue to provide emergency secondary access to the Project and shall continue to use its good faith and commercially reasonable efforts to construct an additional emergency access connecting the Project site to E. Telegraph Road using Dike Road and/or Texas Lane, along an alignment approved by the City and VCFD, subject to the parties successfully acquiring all necessary easements, permits and other approvals (the "Dike Road Emergency Access"). Upon completion of Dike Road Emergency Access, Developer shall grant a temporary emergency access easement to VCFD, the City, and if necessary, the Ventura County Watershed Protection District (VCWPD) for the portions of the Dike Road Emergency Access constructed on the Project site.

(v) 12th/Santa Paula. Notwithstanding Mitigation Measure T-3 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must install a traffic signal and reconfigure the intersection of 12th Street and Santa Paula Street as described in said Mitigation Measure, before or concurrent with the completion of the new Santa Paula Street Bridge.

(vi) SR-150/10th/Santa Paula. Notwithstanding amended Mitigation Measure T-7 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must reconfigure and widen the intersection of Ojai Road (SR-150)/10th Street and Santa Paula Street as described in said Mitigation Measure, before or concurrent with the completion of the new Santa Paula Street Bridge and subject to receipt of Caltrans and other required approvals.

(vii) Palm/Santa Paula. Notwithstanding Mitigation Measure T-10 set forth in the EAO FEIR, which requires Developer to pay all costs, Developer must reconfigure the intersection of Palm Avenue and Santa Paula Street as described in said Mitigation Measure, before or concurrent with the completion of the new Santa Paula Street Bridge.

(e) Reimbursement. Developer is entitled to reimbursement for the portion of the costs of the traffic improvements set forth in this section above to the extent that they exceed the Project's pro rata share, as set forth below.

(f) City Assistance. City must cooperate with Developer and exercise its powers to implement the traffic and circulation mitigation measures set forth above and in the SEIR and EAO FEIR."

F. Section 3.5.4 (Elementary School Site) of the Development Agreement is deleted in its entirety, and the 10.8 acres of land reserved for an elementary school shall be designated for residential or other allowed uses as set forth in Amendment No. 4 to the Specific Plan.

G. Section 3.8 (Wastewater Treatment Contribution) of the Development Agreement is amended in its entirety to state as follows:

"**3.8 Wastewater Treatment Contribution.** Developer must pay $3,666.67 to City before City issues each certificate of occupancy for the first 1,500 residential dwelling units in the Project, not to exceed a total of $5,500,000.00, which shall be used by City toward the cost of the City's Water Recycling Facility, which will consequently reduce future user's rates. ."

H. Section 3.9 (Development Impact Fees) of the Development Agreement is hereby revised in its entirety to state as follows:

"3.9 Development Impact Fees.

3.9.1 Development Impact Fees for First 1,500 Residential Units. In accordance with SPMC Chapter 160, Developer must pay City development impact fees for the first 1,500 residential dwelling units in the Project pursuant to Resolution No. 6230 Exhibit A, which is attached hereto as Exhibit E and incorporated herein by reference, subject to the Fee Credits described in this paragraph. Developer is entitled to credit against the City's Law Enforcement Facilities and Fire Suppression Facilities (DIF East Areas) Fee for all amounts spent on the Public Safety Facility described in paragraph 3.6 of this Agreement. Developer is entitled to credit against the City's Bridges, Signals and Thoroughfares Fee for all amounts spent on the Santa Paula Street Bridge and other off-site roadway improvements described in Sections 3.3.1 and 3.3.2 of this Agreement. Developer is entitled to credit against the City's Water Distribution Facilities Fee for all amounts spent on the new, two-million-gallon water tank described in Section 3.2.1 of this Agreement. Developer is entitled to credit against the City's Storm Drainage Facilities Fee for all amounts spent on the Haun Creek Detention Basin described in Section 3.4 of this Agreement. Developer is entitled to credit against the City's General Government Facilities Fee, Library Expansion Fee, and Public Meeting Facilities Fee for the Five Million Dollars ($5,000,000) Joint Civic Facility In Lieu Fee described in Section 3.5.2 of this Agreement. Developer is entitled to credit against the Parkland Facilities Development Fee for all amounts

spent on the Santa Paula Creek Sports Park and other park and open space facilities described in Sections 3.1.1 through 3.1.3 of this Agreement. For each of the categories of fee credits described herein, the total credits to the Developer are expected to exceed applicable fees, and therefore, Developer is not required to pay any of the creditable fees described in this Section at the time the City issues building permits or, as applicable, certificates of occupancy. Nevertheless, Developer is informed that this section serves as notice pursuant to Government Code § 66020(d) that the City of Santa Paula is imposing impact fees upon the project in accordance with the Mitigation Fee Act (Government Code § 66000, *et seq*.) and the SPMC. Developer is informed that it may protest such fees in accordance with Government Code § 66020.

3.9.2 DIF for Residential Units In Excess of Initial 1,500 Units. In recognition of the substantial public improvements constructed and to be constructed by Developer in excess of the City Development Impact Fees referenced in Section 3.9.1 of this Agreement, as well as the specific priorities of the City with respect to public facilities and infrastructure, the parties agree that for all residential dwelling units in the Project in excess of the first 1,500 units, the Developer shall not be subject to the City's Development Impact Fees set forth in SPMC Chapter 160 (nor shall Developer receive the credits described in Section 3.9.1 for the units subject to this Section 3.9.2), and instead, Developer shall be subject to the following development impact fees and obligations:

(a) Police Facilities. In recognition of Developer's payment of $4,750,000 and its contribution of approximately 1.5 acres of land for public safety facilities pursuant to Section 3.6 of the Development Agreement, and in light of the City's priority of funding improvements to the existing police station, the parties agree that Developer shall pay $1,818 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units.

(b) Fire Protection Facilities. In recognition of Developer's payment of $4,750,000 and its contribution of approximately 1.5 acres of land for public safety facilities pursuant to Section 3.6 of the Development Agreement, the parties agree that Developer is exempt from the fee for "Fire Suppression Facilities DIFs East Areas" shown in Exhibit E.

(c) General Government Facilities and Equipment. In recognition of Developer's payment of the $2,500,000 Civic Facility In Lieu Fee pursuant to Section 3.5.2 of this Agreement, and in light of the City's priority of funding the study, design and engineering for City Hall and Corporate Yard renovations, the parties agree that Developer shall pay $636 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units.

(d) Library Facilities. In recognition of Developer's payment of the $2,500,000 Civic Facility In Lieu Fee pursuant to Section 3.5.2 of the Development Agreement, and in light of the City's priority of funding new and expanded library facilities, the parties agree that

Developer shall pay $2,180 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units.

(e) Park Facilities. In recognition of Developer's payment of $6,000,000 and its obligation to contribute approximately 37 acres of land for the Santa Paula Creek Sports Park pursuant to Section 3.1.1 of this Agreement, and its additional obligations under Section 3.1.1(b) set forth above, the parties agree that Developer is exempt from the Parkland Facilities Fee.

(f) Traffic and Circulation Improvements. In recognition of Developer's roadway and other circulation improvement obligations set forth in Section 3.3 of this Agreement, which are anticipated to cost in excess of $24 million, and in light of the City's priority of funding certain circulation and beautification improvements on Telegraph Road between Hallock Drive and 12th Street, the parties agree that Developer shall pay $2,000 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units. Developer shall also pay $1,000 per residential dwelling unit prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units to fund the extension of an existing bike trial to the Santa Paula Creek Sports Park.

(g) Drainage Facilities. In recognition of Developer's construction of extensive storm drain improvements costing in excess of $5 million, including the Haun Creek Detention Basin described in Section 3.4 of the Development Agreement, the parties agree that Developer is exempt from this fee.

(h) Wastewater Facilities. In recognition of Developer's payment of $5,500,000 pursuant to Section 3.8 of the Development Agreement, as well as Developer's obligation to construct extensive off-site improvements to public sewer facilities, the parties agree that Developer will pay the $780 per unit sewer collection fee in Exhibit E prior to issuance of a certificate of occupancy for each residential dwelling unit in the Project in excess of the first 1,500 units. In addition to the foregoing sewer collection fee, Developer will pay a $4,127.34 per unit wastewater facilities fee based on the City's 2016 Fee Study prior to issuance of a building permit for each residential dwelling unit in the Project in excess of the first 1,500 units but not to exceed the 1,750th unit. The 1751st through 2050th unit will be exempt from wastewater facilities fees.

(i) Water Facilities. In recognition of Developer's construction of extensive public water facilities estimated to cost in excess of $24 million, including the water tanks and related improvements described in Section 3.2.1 of the Development Agreement, the parties agree that Developer is exempt from this fee.

(j) Payment of DIF Prior to Certificate of Occupancy. For all residential dwelling units in the Project in excess of the first 1,500 units, Developer will pay development impact fees before issuance of a certificate of occupancy unless specified otherwise in this Agreement for a particular fee."

4. Revisions to Article 8. Article 8 (Other Commitments of City and Developer) of the Development Agreement is amended as follows:

A. Section 8.6.6 of the Development Agreement is amended in its entirety to state as follows:

"**8.6.6 Growth Management Allocations.** To the extent applicable during the term of this Agreement, City agrees to approve a Growth Management Allocation of 2,050 residential dwelling units for the Specific Plan in accordance with SPMC Chapter 16.106."

B. Section 8.7.1 (Public Benefit Housing) of the Development Agreement, as amended by Amendment No. 2 to the Development Agreement, is further amended to add a new Section 8.7.1(f), as follows:

"(f) Additional Funding for the Down Payment Assistance Fund. Developer shall provide additional funding for the Down Payment Assistance Fund by paying a per unit fee of $500 prior to the issuance of a certificate of occupancy for each residential dwelling unit in the Project in excess of the first 1,500 units."

C. Section 8.7.2 (Inclusionary Housing) of the Development Agreement is amended in its entirety to state as follows:

"**8.7.2 Inclusionary Housing.** In lieu of providing very-low-, low-, and moderate-income housing within the Project, Developer will make the following contributions to the City's Affordable Housing Trust Fund, which must be used by the City for constructing affordable housing. For the first 1,500 residential dwelling units within the Project, Developer shall contribute a total of $6,500,000 to the City's Affordable Housing Trust Fund, which will be paid at a per unit rate of no less than $4,642.86 upon issuance of a certificate of occupancy for each market-rate residential unit. For the additional 550 residential dwelling units described in Section 2.2, Developer shall meet or exceed its obligation to construct or fund affordable housing units under the City's Inclusionary Housing Ordinance by providing the gap financing identified by the City as necessary for the successful development of the affordable multi-family rental housing project in the City proposed by Red Tail Multifamily Land Development, LLC, consisting of 36 very-low income units, 130 low-income units, and 132 market-rate units to be located at 18004 East Telegraph Road (APN: 107-0-042-015) ("Red Tail Project"). Specifically, Developer shall contribute a total of $5,500,000 to the City's Affordable Housing Trust Fund, which shall be paid no later than 30 days before City enters a loan or equivalent instrument to fund the Red Tail Project (the "Red Tail Payment Trigger"). Should the Red Tail Payment Trigger not occur for any reason, in lieu of making the $5,500,000 payment specified above, Developer will (i) contribute a total of $5,500,000 plus an annual increase of $400,000 per year commencing on January 1, 2025, up to a maximum payment of $8,250,000 to the City's Affordable Housing Trust Fund to be used for alternative offsite rental housing development of at least 50 very-low and low-income units, as determined by City (a "Replacement Project Contribution"), or if no Replacement Project

Contribution has been made prior to issuance of the 1,501st certificate of occupancy, (ii) pay an in lieu fee to the City's Affordable Housing Trust Fund of $15,000 per unit prior to issuance of each certificate of occupancy. City agrees to reasonably cooperate in providing documentation at Developer's request to ensure appropriate treatment of this contribution for tax purposes, at no risk or cost to the City."

5. **Cooperation; Further Acts.** Each party agrees to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Third Amendment. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Third Amendment.

6. **Integration.** This Third Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. To the extent this Third Amendment conflicts with the Development Agreement, or any operating memorandum thereto, this Third Amendment supersedes the Development Agreement, the prior amendments thereto, and all operating memoranda. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement. From and after the Effective Date of this Third Amendment, whenever the term "Agreement" appears in the Development Agreement, it shall mean the Development Agreement as amended by the First Amendment, the Second Amendment, and this Third Amendment. This Third Amendment shall be recorded against the Project Site following its full execution.

7. **Effective Date.** The effective date of this Third Amendment shall be the later to occur of: (i) the effective date of the City ordinance adopted to authorize approval and execution of this Third Amendment, and (ii) the City's approval of SP Amendment No. 3.

8. **Counterparts.** This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

9. **Authority.** The person or persons executing this Agreement on behalf of the CITY and DEVELOPER warrant and represent that they have the authority to execute this Agreement and the authority to bind the CITY and DEVELOPER, as applicable, to the performance of their respective obligations hereunder.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE
TO
THIRD AMENDMENT
TO
DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the City and the Developer have signed this Third Amendment, by and through the signatures of their authorized representatives as of the dates indicated below.

CITY OF SANTA PAULA,
a California municipal corporation

By:_____
Dan Singer
City Manager

Date: _____

ATTEST:

_____
Julie Latshaw
City Clerk

Date: _____

APPROVED AS TO FORM:

_____
Monica Castillo
City Attorney

Date: _____

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,
a Delaware Limited Liability Company

By:_____
Limoneira Authorized Agent

Date: _____

By:_____
Lewis Authorized Agent

Date: _____

EXHIBIT A
Supplemental Sports Park Improvements

Sports Park - City of Santa Paula

Estimated Park Contribution Uses

		Estimated Budget
Phase I		$2,750,000.00
	Overhead Lighting	
	Tennis Courts 2 (Fence/Gate/Eqp)	
	Pickle Bal Court 4 (Stripping/Eqp)	
	Restroom/Concession #2	
	Baseball Outfield Fence	
Phase II		$1,250,000.00
	Irrigation	
	Turf and/or Ground Cover	
	Walking Track/BBQ/Lighting	
	Community Gathering Space Areas	
	Total Budget	**$4,000,000.00**

Note - Actual costs will depend on specfications and timing of purchasing of specific approved improvements.

EXHIBIT B
Sports Park Implementation Agreement

SPORTS PARK IMPLEMENTATION AGREEMENT

This Sports Park Implementation Agreement (the "**Agreement**") by and between the City of Santa Paula, a municipal corporation ("**City**"), and Limoneira Lewis Community Builders, LLC, a Delaware limited liability company ("**Developer**"), is made and entered into as of March 17, 2021. (City and Developer are from time to time referred to in this Agreement as a "**party**" and collectively as the "**parties**.")

RECITALS

A. City and Limoneira Company ("**Limoneira**") entered into the First Amended and Restated Development Agreement as of February 26, 2015 (the "**Development Agreement**") and Developer and City entered into Amendment No. 1 to the Development Agreement as of March 18, 2020 ("**Amendment No. 1**") relating to the development of the "**Project Site**" as defined in the Development Agreement. Developer took an assignment of the Development Agreement from Limoneira in 2015.

B. In furtherance of the development of the Project Site and at the request of Developer, the City established its Community Facilities District No. 1 ("**CFD No. 1**") and designated three improvement areas of CFD No. 1 (each, an "**Improvement Area**"). Within each Improvement Area, special taxes have been authorized to be levied, and bonds secured by such special taxes have been authorized to be issued, to finance, among other things, various City improvements to be constructed by, or on behalf of, the Developer (the "**Acquisition Improvements**").

C. In conjunction with the formation of CFD No. 1, City and Developer entered into a Funding, Construction and Acquisition Agreement dated March 1, 2017 (the "**Acquisition Agreement**"). The Acquisition Agreement sets forth the requirements for the bidding, contracting and City inspection of the Acquisition Improvements.

D. Section 3.1.1(a) of the Development Agreement requires Developer to construct the Santa Paula Creek Sports Park in phases within 5 years after the Development Agreement became effective, or before City issues a final certificate of occupancy for the 750th residential dwelling unit within the Project, whichever comes first. Pursuant to Amendment No. 1, City extended the date for construction of the first approximately 23-acre phase of the Santa Paula Creek Sports Park to February 26, 2022 or the issuance of such 750th final certificate of occupancy (the "**Park Condition**"). The Santa Paula Creek Sports Park is one of the Acquisition Improvements.

E. Amendment No. 1 limits the amount of costs Developer is required to incur with respect to the Santa Paula Creek Sports Park to $6,000,000 (the "**Developer's Cap**"). The Developer's Cap is subject to adjustment with each Annual Review.

F. Amendment No. 1 permits City to contribute funding towards the costs of the Santa Paula Creek Sports Park in excess of the Developer's Cap.

G. City has approved plans for the Santa Paula Creek Sports Park as described in _____ (the "**Park Plans**") and as depicted in Exhibit A attached hereto. It is expected the total cost of the Santa Paula Creek Sports Park, including, without limitation, all design,

engineering, plan check, construction and inspection costs, will exceed the Developer's Cap. The purpose of this Agreement is to provide for the funding of the costs of the Santa Paula Creek Sports Park in excess of the Developer's Cap.

H. Capitalized terms used in this Agreement that are not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

AGREEMENT

1. Bidding and Construction of Santa Paula Creek Sports Park. Within thirty (30) days following execution of this Agreement by all parties, Developer shall proceed to solicit bids and enter into contracts for the construction of the first phase of the Santa Paula Creek Sports Park in accordance with the Park Plans and pursuant to the procedures set forth in the Acquisition Agreement. Provided the total amount of the lowest responsive bids to be accepted for construction of the Santa Paula Creek Sports Park are equal to or less than $***[Developer's Cap plus $5,000,000]***, Developer shall proceed diligently to execute the associated construction contracts and commence and diligently prosecute completion of construction. If the amount of lowest, responsive bids exceeds $***[Developer's Cap plus $5,000,000]***, City shall either agree to reductions in the scope of the construction in order to reduce the cost below such amount or the parties shall amend this Agreement in order to specify additional sources of City funding of the excess costs.

2. Funding of Santa Paula Creek Sports Park. As of December 31, 2020, Developer had incurred costs of $409,932 with respect to the design, engineering, preparation of the Park Plans and other costs for the Santa Paula Creek Sports Park. Developer shall be responsible for such costs plus the first $***[Developer's Cap minus $409,932]*** of additional costs incurred for the construction of the Santa Paula Creek Sports Park, which combined amount equals the Developer's Cap. The remaining costs shall be funded as set forth below in this Section 2.

a. Within ninety (90) days following the execution of this Agreement, City shall provide written notice to Developer either (i) that City intends to provide funding for the next $2,500,000 in costs ("**City Funding Election**") or (ii) that City wishes Developer to advance that amount ("**Developer Advance**"). Pursuant to the City Funding Election, once the Developer has incurred costs for the Santa Paula Creek Sports Park in the amount of the Developer's Cap, Developer shall begin to provide City with monthly invoices for the amounts incurred in the previous month, which invoices shall be paid by City to Developer within 30 days of receipt. If the City elects for the Developer to make a Developer Advance, the amount advanced by the Developer in excess of the Developer's Cap, not to exceed $2,500,000, shall be deemed to satisfy an equal amount of the first $2,500,000 payment of the Joint Civic Facility in Lieu Fee required by Section 3.5.2 of the Development Agreement. The actual amounts paid by Developer pursuant to the Developer Advance shall accrue interest at the rate of 5% annualized from the date of payment until the date the City issues the 500th Certificate of Occupancy within the Project.

b. Within 180 days following the execution of this Agreement, City shall provide written notice to Developer if it wishes to make the City Funding Election or require a Developer Advance for up to the next $2,500,000 in costs of constructing the Santa Paula Creek Sports Park in excess of $***[Developer's Cap plus $2,500,000]***. In each case, the election selected by City shall be handled in the same manner described above with respect to the first $2,500,000 except that the Developer Advance shall be deemed to satisfy an equal amount of the second $2,500,000 payment

of the Joint Civic Facility In Lieu Fee and shall accrue interest at 5% annualized until the date the City issues the 1,000th Certificate of Occupancy within the Project. The City shall pay Developer the full amount of accrued interest on the first Developer Advance within 30 days following issuance of the 500th Certificate of Occupancy and on the second Developer Advance within 30 days following issuance of the 1,000th Certificate of Occupancy. In each such case, Developer shall provide City a written accounting of the date and amount of each payment made pursuant to a Developer Advance and proof of payment.

3. Satisfaction of Park Condition. The Park Condition shall be deemed satisfied when Developer has expended an amount equal to the Developer's Cap on costs of the Santa Paula Creek Sports Park.

4. Acquisition of Santa Paula Creek Sports Park. Upon completion of the Santa Paula Creek Sports Park, Developer may submit the required documentation to the City and CFD No. 1 for acquisition of the Santa Paula Creek Sports Park with the proceeds of special taxes and bonds of one or more of the Improvement Areas. The acquisition price to be paid for the Santa Paula Creek Sports Park shall equal only the amount of costs paid by Developer, including amounts paid pursuant to the Developer Advance(s), and shall not include funds advanced by City pursuant to the City Funding Election(s) or interest accrued on Developer Advances.

5. Assignment. Developer may assign this Agreement or any right or duty hereunder without the express written approval of the City; provided, however, Developer shall not be released of a duty unless the assignee expressly assumes such duty. Developer shall provide written notice to the City of any such assignment.

6. Prompt Action. All consents, approvals and determinations required of either the City or Developer pursuant to this Agreement shall be promptly given or made, and shall not be unreasonably withheld.

7. General. This Agreement, together with the agreements and other undertakings described herein, contains the entire agreement between the parties with respect to the matters herein provided for, and may be amended by subsequent written agreement signed on behalf of both parties. This Agreement is for the exclusive benefit of Developer and the City and shall not be construed to confer any rights or benefits upon any persons other than the City and Developer. This Agreement shall, however, inure to the benefit of and be binding upon the successors and assigns of the parties. This Agreement shall be construed and governed by the Constitution and laws of the State of California. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement, the party prevailing in such action or proceeding shall be entitled to receive from the losing party its attorneys' fees, expert witness fees, court costs, and other costs incurred by it in prosecuting or defending such action or proceeding. Any action arising out of this Agreement shall be brought in Ventura County, California, regardless of where else venue may lie. The captions of the sections of this Agreement are provided for convenience temporarily, and shall not have any bearing on the interpretation of any section hereof. This Agreement may be executed in several counterparts, each of which shall be an original of the same Agreement. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of Santa Paula, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____ adopted by the City Council of Santa Paula on the 17th day of March, 2021.

CITY:

CITY OF SANTA PAULA,
a municipal corporation

By: _____

ATTEST:

By: _____
City Clerk

OWNER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,
a Delaware limited liability company

By: _____
Its: Authorized Agent

EXHIBIT C

First Amendment to Sports Park Implementation Agreement

FIRST AMENDMENT TO
SPORTS PARK IMPLEMENTATION AGREEMENT

This First Amendment to Sports Park Implementation Agreement (the "**First Amendment**") by and between the City of Santa Paula, a municipal corporation ("**City**"), and Limoneira Lewis Community Builders, LLC, a Delaware limited liability company ("**Developer**"), is made and entered into as of January 6, 2023. (City and Developer are from time to time referred to in this Agreement as a "**party**" and collectively as the "**parties**.")

RECITALS

A. City and Limoneira Company ("**Limoneira**") entered into the First Amended and Restated Development Agreement as of February 26, 2015 (the "**Development Agreement**") and Developer and City entered into Amendment No. 1 to the Development Agreement as of March 18, 2020 ("**Amendment No. 1**") relating to the development of the "**Project Site**" as defined in the Development Agreement. Developer took an assignment of the Development Agreement from Limoneira in 2015.

B. Section 3.1.1(a) of the Development Agreement requires Developer to construct the Santa Paula Creek Sports Park (the "**Sports Park**") in phases within 5 years after the Development Agreement became effective, or before City issues a final certificate of occupancy for the 750th residential dwelling unit within the Project, whichever comes first. Pursuant to Amendment No. 1, City extended the date for construction of the first approximately 23-acre phase of the Santa Paula Creek Sports Park ("**Phase 1**") to February 26, 2022 or the issuance of such 750th final certificate of occupancy.

C. Section 3.5.2 of the Development Agreement requires the Developer pay to City a fee in lieu of dedicating land and constructing a Civic facility within the Project (as those terms are defined in the Development Agreement) in the amount of Five Million Dollars ($5,000.000) (the "**Joint Civic Facility In Lieu Fee**") as follows: Two Million Five Hundred Thousand ($2,500,000) before the City issues the 500th certificate of occupancy, and Two Million Five Hundred Thousand ($2,500,000) before the City issues the 1000th certificate of occupancy.

D. Pursuant to 10.1.1 (Operating Memorandum) of the Development Agreement, the parties entered that certain Operating Memorandum No. 5, dated May 7, 2018, to clarify and confirm that the Joint Civic Facility In Lieu Fee may be used to construct civic facilities within the Sports Park.

E. Section 3.1.1 of the Development Agreement limits the amount of costs Developer is required to incur with respect to the Santa Paula Creek Sports Park to $6,000,000 (the "**Developer's Cap**").

F. The City is permitted to contribute funding towards the costs of the Santa Paula Creek Sports Park in excess of the Developer's Cap. The Developer's Cap is subject to an Annual Adjustment with each Annual Review as set forth in Section 3.10 of the Development Agreement. The Annual Adjustment is calculated by any increase in the Consumer Price Index starting from March 2015 and ending March of the year preceding the City's fiscal year that work is to be

constructed. The parties agree that the cumulative Annual Adjustments are equal to $1,339,350, as set forth in the schedule attached as Exhibit A. The sum of the Developer's Cap plus the Annual Adjustments equals $7,339,350 (the "**Adjusted Developer's Cap**").

G. To facilitate financing construction of Phase I of the Sports Park, the parties entered into the Sports Park Implementation Agreement as of March 17, 2021 so that the City could receive an advance of, or borrow from itself funds equal to, the yet-to-be-due Joint Civic Facility In Lieu Fee as needed to complete Phase 1 (the "**Sports Park Agreement**").

H. As of December 31, 2020, Developer had incurred $422,643 in costs with respect to the Sports Park. The Parties agree that the Developer's total financial obligation toward building the Sports Park (and satisfying its obligations with respect to the Joint Civic Facility In Lieu Fee), is the sum of the Joint Civic Facility In Lieu Fee of $5,000,000 and the Adjusted Developer's Cap of $7,339,350, totaling $12,339,350.

I. In accordance with the Development Agreement, the first payment of $2,500,000 Joint Civic Facility In Lieu Fee was due to the City on or about July 25, 2022 when the City issued the 500th certificate of occupancy, and the second payment of $2,500,000 is due when the City issues the 1,000th certificate of occupancy, which is currently anticipated to occur in 2026.

J. As of January 4, 2023, Developer had incurred known costs to date totaling $10,012,174.02 out of the contracted commitments totaling $12,034,579, with estimated future change orders totaling $257,000, for a total estimated cost of $12,291,579 to complete Phase 1 of the Sports Park. The known costs incurred through January 4, 2023 of $10,012,174.02 consist of $8,486,130 paid to date by Developer plus the following two outstanding pay requests that have been approved by Developer and the City: (i) pay request No. 10 from Environmental Construction, Inc. ("**ECI**") for October 2022, in the amount of $775,057.45, which is currently outstanding and owing to ECI ("**Pay Request No. 10**"); and (ii) pay request No. 11 from ECI for November 2022, in the amount of $750,986.57 ("**Pay Request No. 11**") (collectively, the "**Outstanding Pay Requests**"). The known costs incurred through January 4, 2023 of $10,012,174.02 exceed the Adjusted Developer Cap by $2,672,824.02 (the "**Excess Payment Due Developer**").

K. City Council approved a change order to add $175,000 in City funds for completion of Phase 1 of the Sports Park, which increases the available funding to $12,514,350 ($12,339,350 + $175,000).

L. The purpose of this First Amendment is to confirm amounts owed between the parties, provide for the payment of Pay Request No. 10, provide for the funding of all remaining costs to complete Phase 1 of the Sports Park, and to formalize the Sports Park acceptance and turnover to the City.

M. Capitalized terms used in this First Amendment that are not otherwise defined shall have the meaning ascribed to them in the Sports Pak Agreement or the Development Agreement, as applicable.

AGREEMENT

1. Payment of First Joint Civic Facility In Lieu Fee. Consistent with the Development Agreement and upon execution of this First Amendment, Developer shall pay to the City the first half of the Joint Civic Facility In Lieu Fee in the amount of $2,500,000 which came due on or about July 25, 2022 when the 500th certificate of occupancy was issued. City agrees said payment shall be used to pay the Excess Payment Due Developer of $2,672,824.02 and future pay requests as they are submitted to and approved by the City.

2. Payment of Outstanding Pay Requests. Concurrent with execution of this First Amendment and receipt of Developer's $2,500,000 payment described in paragraph 1 above, City shall pay to Developer an amount equal to the Excess Payment Due Developer (which includes the amounts necessary for Developer to pay the City-approved Outstanding Pay Requests for Pay Request No. 10 ($775,057.45) and Pay Request No. 11 ($750,986.57), which Developer shall use to promptly pay ECI for the Outstanding Pay Requests. The total amount to be paid by City to Developer pursuant to this provision is $2,672,824.02.

3. Payment of Future Pay Requests. Developer shall continue to promptly provide City with copies of each pay request received, and within 10 business days of receipt thereof, City shall pay Developer an amount equal to that pay request, which Developer shall use to promptly pay the outstanding pay request. By way of example only, Developer expects to receive the December 2022 pay request on or about January 20, 2023, and will submit same to City after reviewing and approving the pay request. Within 10 business days of receipt of that pay request, City shall pay Developer the amount of the pay request, and Developer will use said funds to pay the December 2022 pay request.

If the City fails to timely pay Developer for any of the remaining pay requests, Developer shall have the right to pay the pay request. Any such payments by Developer shall be considered a Developer Advance which City agrees to repay to Developer. All actual amounts paid by Developer pursuant to any Developer Advance shall accrue interest at the rate of 7.5% annualized from the date of payment until the date the City repays the Developer Advance. The repayment amount shall equal the Developer Advance plus interest that accrued up to the date of repayment. Developer shall provide City a written accounting of the date and amount of each payment made pursuant to a Developer Advance and proof of payment, as well as any repayments made by the City.

4. Satisfaction of Park Condition. City agrees that upon execution of this agreement and payment of the Excess Payment Due Developer to Developer, and payment of Joint Civic Facility In Lieu Fee to City, pursuant to the terms and conditions set forth in this First Amendment, the Park Condition shall be deemed fully satisfied. Notwithstanding satisfaction of the Park Condition, Developer agrees it will cause ECI to complete the remainder of Phase 1 by processing pay requests with the City pursuant to paragraph 3, with all costs in excess of the Adjusted Developer's Cap to be paid by the City.

5. Sports Park City Acceptance and Turnover. Upon completion of Sports Park Phase 1 improvements in accordance with City approved plans and permits, Developer shall provide a notice of completion to the City. Upon receipt of the notice of completion from the Developer, the City shall have 30 calendar days to inspect and provide a list of items to complete ("**Punch**

List") by the Developer. Upon Developer completion of Punch List items, City shall have 30 calendar days to approve or disapprove completion of Punch List items, and shall not add additional conditions or requirements unless required by law or any existing agreement between the parties. Upon the City's request, Developer may approve extensions to City's deadlines in this Section, which approval shall not be unreasonable withheld. All requests and approvals must be in writing. Within 30 calendar days of City approval of the Punch List, a) the contractors 90-day maintenance period shall begin, and b) the Sports Park Phase I shall be scheduled for City Council to approve and accept turnover of Sports Park Phase I.

6. Authority. Each individual executing this Amendment on behalf of an entity hereby represents and warrants to the other party or parties to this Amendment that (i) such individual has been duly and validly authorized to execute and deliver this Amendment on behalf of such entity; and (ii) this Amendment is and will be duly authorized, executed and delivered by such entity.

7. Miscellaneous. Except to the extent expressly modified by this Amendment, the Sports Park Agreement is ratified and remains in full force and effect. To the extent of any inconsistency between this Amendment and the Sports Park Agreement, the recitals, terms and conditions of this Amendment shall control. This Amendment may be executed in multiple counterparts, all of which, taken together, shall constitute one document. This Amendment shall be deemed effective against a party upon receipt by the other party (or its counsel) of a signed counterpart executed electronically or delivered by e-mail (in PDF).

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this First Amendment effective as of the first date written above.

CITY:

CITY OF SANTA PAULA,
a municipal corporation

By: _____
Dan Singer, City Manager

ATTEST:

By: _____
Julie Latshaw, City Clerk

APPROVED AS TO FORM:

By: _____
Monica Castillo, Interim City Attorney

OWNER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,
a Delaware limited liability company

By: _____
Its: Authorized Agent

Exhibit A

Sports Park CPI Annual Cost Escalation

Sports Park
CPI Annual Cost Escalation

City Fiscal Year	Sports Park Cost Remaining	Fiscal Year Cost	CPI Fraction	CPI Escalation	Revised Dev. Cap
2020/2021	$6,000,000	$422,643	1.13	$54,944	$6,054,944
2021/2022	$5,632,301	$3,058,198	1.16	$488,207	$6,543,150
2022/2023	$3,062,309	$3,062,309	1.26	$796,200	$7,339,350
		$6,543,150		$1,339,350	

Date	CPI	Annual Review	Numerator	Denominator	Fraction
Mar 2015 CPI	243.738	2015	243.738	243.738	1.00
Mar 2016 CPI	247.873	2016	247.873	243.738	1.02
Mar 2017 CPI	254.525	2017	254.525	243.738	1.04
Mar 2018 CPI	264.158	2018	264.158	243.738	1.08
Mar 2019 CPI	271.311	2019	271.311	243.738	1.11
Mar 2020 CPI	276.589	2020	276.589	243.738	1.13
Mar 2021 CPI	282.648	2021	282.648	243.738	1.16
Mar 2022 CPI	306.679	2022	306.679	243.738	1.26

Source:
U.S. Dept Labor for all urban consumers within Los Angeles,/Anaheim/Riverside Metropolitan area

EXHIBIT D
Sports Park Phase 1 Punch List

SPORTS PARK

City of Santa Paula Punch List 11/7/23

1	As-Built Plans
2	Turf and Irrigation
3	Poor turf establishment and water coverage - General
4	Poor turf establishment and water coverage - along sidewalks
5	Tree replacement selection
5a	Plant replacement selection
6	Missing vacuum breaker and support post on hose bibbs
7	Inadequate or absent water pressure/flow at drinking fountains
8	Missing lamp cylinder covers
9	Incomplete electrical at Stage/ cover plates missing
10	Concrete base around light post is missing
11	Seagull deterrent needed on top of lighting fixtures
12	Restroom Building #1 - signage, fire extinguisher, shut-off valve, FD sign off
13	Trash Enclosures and gate locks
14	Trash can sticker replacement
15	Missing fire extinguishers and plexiglass
16	Fence anchor bolt nut and washer to be seated and tightened on Back Stop
17	¼” or more offsets (vertical lip) in the new sidewalk surrounding the park
18	Amphitheater complete turf, landscape, and irrigation
19	Booster pump electrical service/supply and telemetry operational
20	One light base to be replaced
21	Light concrete based extended into walkway ramp

EXHIBIT E
Operating Memorandum No. 3

"Citrus Capital of the World"

City of Santa Paula

970 Ventura Street • Santa Paula, California • Mailing Address: P.O. Box 569 • 93061 • Phone: (805) 525-4478 • Fax: (805) 525-6278

October 1, 2015

Harold S. Edwards, President
Limoneira Company
1141 Cummings Road
Santa Paula, CA 93060

Re: ***Operating Memorandum – No. 3***
Acceleration of Payment of Development Impact Funds for Police Services as Specified in Section 3.6 of the First Amended and Restated Development Agreement

Dear Mr. Edwards:

Section 10.1.1 of the Development Agreement authorizes the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement. This letter is written pursuant to Section 10.1.1 to confirm the Parties' understanding with respect to the timing of the payment of the $750,000 additional funds provided in Section 3.6 of the Agreement, entitled Public Safety Facility.

Section 3.6 requires Limoneira to construct and offer to dedicate a 1.5-acre site to house a public safety facility. Section 3.6 states that the construction, equipping and operating of the Public Safety Facility cannot cost Developer more than $4,750,000, which "includes three payments to the City of $250,000, made on the first, second and third anniversaries of the effective date of this Agreement."

This third operating memorandum confirms that Limoneira will accelerate the first two payments of $250,000 by making a $500,000 payment on or before October 2, 2015. Limoneira will make the third and final $250,000 payment on or before February 1, 2016.

Upon the City's receipt of Limoneira's third payment of $250,000 in February, 2016, Limoneira's maximum cost for the Public Safety Facility obligation under Section 3.6 will be Four Million Dollars ($4,000,000.00).

If the above comports with your understanding, please sign where indicated below. Thank you for your continued commitment to the City of Santa Paula.

Very truly yours,

Martin F. Hernandez, Vice Mayor
City of Santa Paula

Agreed and Acknowledged:

Harold S. Edwards, President
Limoneira Company

EXHIBIT F
Operating Memorandum No. 4

20180206-00013008-0 1/5
Ventura County Clerk and Recorder
MARK A. LUNN
02/06/2018 03:02:29 PM
1301023 $.00 CR

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

EXEMPT FROM RECORDER'S FEES
Pursuant to Government Code § 6103

To Recorded Agreement No.201450427-00062760-0
1/101

OPERATING MEMORANDUM NO. 4
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Operating Memorandum No. 4 (the "Operating Memorandum") is made as of November 6, 2017 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement.

C. Section 10.1.1 of the Development Agreement allows the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement;

D. Section 3.3.1(a) of the Development Agreement provides that Developer must construct the Santa Paula Bridge before City issues a final certificate of occupancy for the 250th residential dwelling unit.

E. Section 3.3.3 of the Development Agreement requires Limoneira Lewis to dedicate a 95-foot wide right-of-way and fund a study to determine the feasibility of the SR 150 bypass.

F. Through this Operating Memorandum, the Parties desire to clarify Sections 3.3.1 and 3.3.3 of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Santa Paula Bridge. Under Section 3.3.1(a) of the Development Agreement, the Developer must use "commercial reasonable efforts" to construct a new bridge extending Santa Paula Street across Santa Paula Creek to the Project. The Parties intend by this Operating Memorandum to incorporate a definition of the phrase "commercially reasonable efforts" into Section 3.3.1(a) of the Development Agreement. The phrase "commercially reasonable efforts" shall have the following meaning as it pertains to Section 3.3.1(a):

> "Limoneira Lewis will have been found to have used "commercially reasonable efforts" if, at the time the City issues a certificate of occupancy for the 250th residential unit, Limoneira Lewis has submitted all plans, specifications and applications necessary to construct the Santa Paula Street bridge with all entities having jurisdiction over the public right-of-ways and the Santa Paula Creek watercourse."

2. Future State Route 150 Bypass. The Project is designed to accommodate a decision by the City to construct a future State Route 150 Bypass with the extension of Hallock Drive northward. Section 3.3.3 requires Developer to dedicate a 95-foot right-of-way to the City and pay $100,000 toward the cost of preparing a study evaluating the feasibility of the State Route 150 Bypass. Because at this time the State Route 150 Bypass is infeasible due to several factors beyond the Developer's control, the City elects not to accept the offer of dedication or conduct a study on the feasibility of the State Route 150 Bypass. As required by Section 3.3.3(b), the Developer must within ninety days of the execution of this Operating Memorandum remit payment of $100,000 to the City for any lawful use.

3. No Further Clarification. Except as expressly clarified by this Operating Memorandum, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

4. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:	DEVELOPER:
CITY OF SANTA PAULA,	LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC
Michael Rock, City Manager	Harold Edwards, Chief Executive Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

On January 17, 2018 before me, Dave M. Malagon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Harold Edwards
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

Signature Dave M Malagon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: OPERATING MEMO #4 AMEND & RESTATED DEV AGRMNT
Document Date: Nov 06, 2017 Number of Pages: 4
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Ventura)

On January 17, 2018 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Michael Rock,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LUCY BLANCO
Notary Public - California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

Signature _____ (Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of _____

_____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

_____.

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other _____

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

© Copyright 2007-2014 Notary Rotary, Inc. PO Box 41400, Des Moines, IA 50311-0507. All Rights Reserved. Item Number 101772. Please contact your Authorized Reseller to purchase copies of this form.

ATTEST:

Lucy Blanco,
City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

EXHIBIT G
Operating Memorandum No. 5

NO FEE GOVT CODE 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

20180515-00055766-0 1/6
Ventura County Clerk and Recorder
MARK A. LUNN
05/15/2018 01:27:15 PM
1338251 $.00 CO

OPERATING MEMORANDUM NO. 5 AMENDED AND RESTATED DEVELOPMENT AGREEMENT TO RECORDED AGREEMENT NO. 201450427-00062760-01/101

This Operating Memorandum No. 5 (the "Operating Memorandum") is made as of May 7, 2018 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement.

C. Section 10.1.1 of the Development Agreement allows the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement;

D. Section 3.5.2 of the Development Agreement requires Limoneira Lewis to pay the City five million dollars in lieu of dedicating land and constructing a civic facility in the East Area 1 project area.

E. Section 3.6 of the Development Agreement requires Limoneira Lewis to dedicate a 1.5-acre site on which it must construct a public safety facility to house a fire station in an amount not to exceed four million dollars.

F. Through this Operating Memorandum, the Parties desire to clarify Sections 3.5.2 and 3.6 of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Civic Facility Fee. Section 3.5.2 of the Development Agreement states:

In lieu of dedicating land and constructing a Civic facility with the Project, Developer will pay the City an in lieu fee of Five Million Dollars ($5,000,000), payable as follows: Two

Million Five Hundred Thousand ($2,500,000) before the City issues the 500th Certificate of Occupancy, and Two Million Five Hundred Thousand ($2,500,000) before the City issues the 1000th Certificate of Occupancy.

The City is in the process of designing the Santa Paula Sports Park in which the City intends to construct several public facilities, including City offices and storage, a public pool and aquatic center, amphitheater and other civic facilities. The City does not intend to construct any other civic facilities within the East Area 1 Project area.

This Operating Memorandum No. 5 clarifies and confirms that the Civic facility fee can be used to construct Civic facilities within the Santa Paula Sports Park.

2. Public Safety Facility. Pursuant to Section 3.6 of the Development Agreement, Limoneira Lewis must dedicate a 1.5-acre site (the "Dedication Property") and thereafter construct a public safety facility to house a fire station. Section 3.6 states further that the construction, equipping and operating of the fire station cannot cost more than four million dollars ("Public Safety Fee").

On January 17, 2018, the Ventura County Local Agency Formation Commission approved the annexation of the Santa Paula Fire Department to the Ventura County Fire Protection District ("VCFPD"). As part of the annexation, the City and VCPFD entered into a Memorandum of Agreement governing the provision of fire protection services with the City. Section 3 of the Memorandum of Agreement requires the VCFPD to commence construction of two new fire stations to service the City. Pursuant to Section 5(b) and (c) of the Memorandum of Agreement, the City must within 180 days of the commencement of fire protection services by the VCFPD, transfer the Dedication Property and the Public Safety Fee to the VCFPD.

This Operating Memorandum No. 5 clarifies and confirms that, in light of the annexation of fire protection services to VCFPD, Limoneira Lewis shall within 90 days of execution of this Operating Memorandum No. 5 satisfy Section 3.6 of the Development Agreement by (1) transferring title to the Dedication Property to the City by grant deed; and (2) paying Four Million Dollars ($4,000,000) to the City.

Limoneira Lewis consents to the transfer of the Dedication Property and Public Safety Fee to the VCFPD.

3. No Further Clarification. Except as expressly clarified by this Operating Memorandum, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

4. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

Michael Rock,
City Manager

ATTEST:

Lucy Blanco,
City Clerk

CITY OF SANTA PAULA INCORPORATED APRIL 7 1902 VENTURA CO. CAL.

APPROVED AS TO FORM:

John C. Cotti, City Attorney

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

By: LIMONEIRA EA1 LAND, LLC,
a Delaware limited liability company,

By: Limoneira Company,
a Delaware Corporation – Its Sole Member

By:
Name: Mark Palamountain,
Its: Authorized Agent

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

Michael Rock,
City Manager

ATTEST:

Lucy Blanco,
City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

By: LIMONEIRA EA1 LAND, LLC,
a Delaware limited liability company,

By: Limoneira Company,
a Delaware Corporation – Its Sole Member

By:
Name: Mark Palamountain,
Its: Authorized Agent

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Ventura)

On May 15, 2018 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Michael Rock,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

LUCY BLANCO
Notary Public - California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of OP Memo. #5 Amend and Restated Development Agreement,

containing 3 pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
- ○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
- ☐ _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

On May 05, 2018 before me, Dave M. Malagon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Mark Palamountain
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: OP. Memo. #5 Amend and Restated Development Agreement
Document Date: May 07, 2018 Number of Pages: 3
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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EXHIBIT H
Operating Memorandum No. 6

20180927-00109803-0 1/5
Ventura County Clerk and Recorder
MARK A. LUNN
09/27/2018 08:23:00 AM
1387674 $.00 HE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

EXEMPT FROM RECORDER'S FEES
Pursuant to Government Code § 6103

To Recorded Agreement No. 20150427-00062760-0 1/101

OPERATING MEMORANDUM NO. 6 TO THE
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Operating Memorandum No. 6 (the "Operating Memorandum") is made as of August 1, 2018 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement;

C. Section 3.1.3(b) of the Development Agreement requires Limoneira Lewis to construct the Haun Creek Linear Greenway and Detention Basin Park, which must include 5.5 acres of grass soccer fields, related health facilities, picnic tables and benches (the "Detention Basin Park"). The Detention Basin Park will be located in the Southeastern portion of the East Area 1 Project site;

D. Limoneira Lewis is required to construct the Detention Basin Park prior to issuance of a building permit for the Project. Limoneira Lewis, or its successor in interest, intends to apply for building permits to construct model homes at the end of 2018. Construction of the streets and related facilities necessary to access the Detention Basin Park will not be completed at the time building permits for the model homes are issued. The Detention Basin Park will therefore not be safely accessible by the general public;

E. Upon completion of the model homes, Limoneira Lewis, or its successor in interest, will apply for building permits for individual production housing units for the first phase of the Project. At that time, the streets and related facilities will be constructed allowing safe access to the Detention Basin Park;

F. This Operating Memorandum No. 6 is intended to clarify that "prior to issuance of a building for the project" was intended to mean building permits for the construction of individual residential production housing units;

G. Operating Memorandum No. 6 does not materially alter the rights or obligations of Limoneira Lewis or the City under the Development Agreement;

H. Through this Operating Memorandum No. 6, the Parties desire to clarify Section 3.1.3(b) of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Haun Creek Linear Greenway and Detention Basin Park. Section 3.1.3(b) of the Development Agreement states:

> *Before the City issues a building permit for the Project*, Developer must improve approximately 5.5 acres of the Detention Basis as grass soccer field(s), together with acceptable health facilities (such as portable toilets upon opening and permanent restrooms by the time conveyed to the Owner's Association or Landscape Maintenance District) and picnic tables and benches.

Operating Memorandum No. 6 clarifies and confirms that "building permit" contemplated in the phrase "*before the City issues a building permit for the Project,*" as set forth in Section 3.1.3(b), shall mean a building permit for an individual residential production housing unit.

Limoneira Lewis approves this Operating Memorandum No. 6.

2. No Further Clarification. Except as expressly clarified by this Operating Memorandum No. 6, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

3. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

4. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

Michael Rock,

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDER LLC
a Delaware limited liability company

By: LIMONEIRA EA1 LAND, LLC

City Manager

ATTEST:

Lucy Blanco,
City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

a Delaware limited liability company

By: Limoneira Company,
a Delaware corporation
Its sole Member

By: _____

Name: MARK PALAMOUNTAIN

Title: CFO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

On August 16, 2018 before me, Dave M. Malagon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Mark Palamountain
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Operating Memorandum No. 6 to the Amended and Restated Development Agreement
Document Date: Aug. 1, 2018 Number of Pages: 4
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Ventura)

On August 23, 2014 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Michael Rock,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

LUCY BLANCO
Notary Public – California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Operating Memorandum No. 6 to the Amended & Restated Development Agreement, containing 3 pages, and dated Aug 1, 2014.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # 87 Entry # 6

Notary contact: (805) 223-3090

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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EXHIBIT I
Operating Memorandum No. 7

RECORDING REQUESTED BY /SYNRGO
LAWYERS TITLE COMPANY

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF SANTA PAULA
970 VENTURA STREET
SANTA PAULA CA 93061
ORDER NO: 418241035
APN:
REF: LIMONEIRA LEWIS

20190916-00109539-0 1/7
Ventura County Clerk and Recorder
MARK A. LUNN
09/16/2019 01:21:47 PM
1516022 $.00 CE

Electronically Recorded in Official Records, County of Ventura

THIS SPACE FOR RECORDER'S USE ONLY

EXEMPT FROM RECORDER'S FEE PURSUANT TO GOVERNMENT CODE 6103

OPERATING AGREEMENT NO. 7 TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 20150427-00062760-1/101

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

RECORDING REQUESTED BY /SYNRGO
LAWYERS TITLE COMPANY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, CA 93061

DEV19-2-1103

OPERATING MEMORANDUM NO. 7 TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 20150427-00062760-01/101

This Operating Memorandum No. 7 (the "Operating Memorandum") is made as of August 21, 2019 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Development Agreement") for developing the area commonly known as "East Area 1";

B. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement;

C. Section 10.1.1 of the Development Agreement authorizes the Parties to enter into operating memoranda in order to detail the performance of provisions covered in general under the Development Agreement;

D. In order to provide increased water storage and pressure to existing City users, Section 3.2.1 of the Development Agreement requires Limoneira Lewis to construct a three million gallon potable water tank/reservoir. The tank/reservoir must be constructed and dedicated to the City before the City issues a certificate of occupancy for the first residential dwelling unit in the Project;

E. Limoneira Lewis constructed the tank/reservoir and it is ready to connected to the City's water system. Currently, there is insufficient demand for water service in the area of the tank/reservoir and, if placed online, water in the tank/reservoir will stagnate;

F. Until there is sufficient demand for water service in the area of the tank/reservoir and in order to prevent the stagnation of water in the tank/reservoir, this Operating Memorandum No. 7 is intended to clarify that the tank/reservoir will be dedicated to the City prior to issuance of a certificate of occupancy for the 100th

residential dwelling unit, unless, based on demand, dedication of the tank/reservoir is requested by the City prior to the 100th residential unit;

G. Through this Operating Memorandum No. 7, the Parties desire to clarify Sections 3.2.1 and 3.1.2 of the Development Agreement.

THEREFORE, the parties agree as follows:

1. Water Tanks. Section 3.2.1 of the Development Agreement states, in part:

To protect public health and safety, Developer agrees (at City's request) to elevate the location of a three million gallon potable water tank/reservoir . . . . The three-million gallon tank/reservoir must be constructed and dedicated before the City issues a certificate of occupancy for the first residential dwelling unit in the Project . . . .

Operating Memorandum No. 7 is intended to clarify that the tank/reservoir will be dedicated to the City prior to issuance of a certificate of occupancy for the 100th residential dwelling unit, unless, based on demand, dedication of the tank/reservoir is requested by the City prior to the 100th residential unit.

2. Approval. Limoneira Lewis approves this Operating Memorandum No. 7.

3. No Further Clarification. Except as expressly clarified by this Operating Memorandum No. 7, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

4. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

5. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA,

Ikani Taumoepeau
Acting City Manager

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC

Harold Edwards,
Chief Executive Officer

ATTEST:



Lucy Blanco
City Clerk

APPROVED AS TO FORM:

John C. Cotti
City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On August 23, 2019 before me, Dave M. Malagon, Notary Public
[here insert name and title of officer]
personally appeared Harold Edwards,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

DAVE M. MALAGON
Notary Public - California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

Signature _____

(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On August 27, 2019 before me, Lucy Blanco, Notary Public
[here insert name and title of officer]
personally appeared Ikani Taumoepeau,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

LUCY BLANCO
Notary Public - California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

Signature _____

(Seal)

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Ventura)

On August 27, 2019 before me, Lucy Blanco, Notary Public,
(here insert name and title of the officer)

personally appeared Ikani Taumoepeau,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

LUCY BLANCO
Notary Public – California
Ventura County
Commission # 2184643
My Comm. Expires Mar 25, 2021

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Operating Memorandum No. 7 to Amended & Restated Development Agreement containing 3 pages, and dated August 21, 2019.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-In-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # 109 Entry # 7

Notary contact: _____

Other _____

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

On August 23, 2019 before me, Dave M. Malagon, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Harold Edwards
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

DAVE M. MALAGON
Notary Public – California
Ventura County
Commission # 2199521
My Comm. Expires May 29, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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EXHIBIT J
Operating Memorandum No. 8

RECORDING REQUESTED BY:
Lawyers Title/ EPN

AND WHEN RECORDED MAIL TO:
City Clerk
City of Santa Paula
970 Ventura Street
Santa Paula, Ca 93061

Limoneira

Electronically Recorded in Official Records
County of Ventura County
Mark A. Lunn
Ventura County Clerk-Recorder

DOC# 2022000073769

07/07/2022
Titles: 1 Pages: 7
10:43 AM
Total Fees: $0.00
ONTIVD

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OPERATING MEMORANDUM NO.8 TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This page is added to provide adequate space for recording information.

RECORDING REQUESTED BY
LAWYERS TITLE COMPANY /ERN

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: CITY CLERK CITY OF SANTA PAULA 970 Ventura Street Santa Paula, CA 93061	EXEMPT FROM RECORDER'S FEES Pursuant to Government Code § 6103

OPERATING MEMORANDUM NO. 8 TO THE
AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Operating Memorandum No. 8 (the "Operating Memorandum") is made as of 6-21-22 2022 by and between LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("Developer") and the City of Santa Paula, a municipal corporation (the "City").

Lawyers Title Company has recorded this instrument as an accommodation only. It has not been examined as to it's execution or it's affect upon the title to any real property that may be described therein.

RECITALS

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement for developing the area commonly known as "East Area 1." On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Limoneira Lewis") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement;

B. The Development Agreement has been amended twice. On March 18, 2020, Section 3.1. l(a) of the Development Agreement was amended to provide for an extension of the timeframe within which to complete construction of the Santa Paula Creek Sports Park ("Amendment No. 1");

C. On April 21, 2021, the City and Limoneira Lewis again amended the Development Agreement ("Amendment No. 2") to, among other things, modify Section 3.3.2 to require that certain traffic improvements be completed prior to issuance of the 750th certificate of occupancy within the project, including the improvements to the intersection of State Route 126 and Hallock Drive specified in Mitigation Measure T-1 (the "SR 126/Hallock Improvements"). The Development Agreement and Amendment Nos. 1 and 2 are collectively referred to herein as the "Development Agreement";

D. Section 3.3.4 of the Development Agreement provides that if there are delays in completion of any of the improvements specified in Section 3.3 that are outside Developer's control, the City will not unreasonably refuse to issue certificates of occupancy, notwithstanding the deadlines specified in the Development Agreement, so long as Developer is continuing to

pursue completion of the improvements in a good faith and commercially reasonable manner;

E. To date, Developer has used its good faith and commercially reasonable efforts to obtain the necessary rights-of-way to complete the SR 126/Hallock Improvements, but has not been able to acquire all the necessary right-of-way, which is preventing Developer from completing the SR 126/Hallock Improvements;

F. Section 10.1.1 of the Development Agreement authorizes the Parties to enter into an operating memorandum in order to detail the performance of provisions covered in general under the Development Agreement;

G. Through this Operating Memorandum No. 8, the parties confirm that despite Developer's good faith and commercially reasonable efforts to complete the SR 126/Hallock Improvements, Developer has encountered delays beyond its control;

H. Pursuant to Section 3.3.4 of the Development Agreement, City will not withhold certificates of occupancy or other development permits and approvals for the Project if the SR 126/Hallock Improvements or other off-site traffic improvements are not completed by the deadlines specified in Section 3.3 of the Development Agreement;

I. Operating Memorandum No. 8 does not materially alter the rights or obligations of Developer or the City under the Development Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Developer shall continue to use its good faith and commercially reasonable efforts to obtain the necessary rights-of-way and take such further actions as are reasonably necessary to complete the SR 126/Hallock Improvements and the other remaining off-site traffic improvements specified in Section 3.3 of the Development Agreement.

2. Developer will coordinate these efforts with the City and, if necessary, ask the City to acquire any remaining rights-of-way through its power of eminent domain, and upon such request, City Staff will recommend to the City Council that the City acquire the remaining rights-of-way through the exercise of its power of eminent domain.

3. The City will not withhold any certificates of occupancy or other permits needed for development and occupancy of the project based on Developer's inability to complete any of the off-site improvements specified in Section 3.3 of the Development Agreement unless it finds, based on changed circumstances, that Developer has not continued to use its good faith and commercially reasonable efforts to complete such improvements.

4. Approval. Developer and City approve this Operating Memorandum No. 8.

5. No Further Clarification. Except as expressly clarified by this Operating Memorandum No. 8, all of the terms and conditions of the Development Agreement remain unchanged and in full force and effect.

6. Miscellaneous. Terms and conditions of this Operating Memorandum may not be waived, amended, or modified except in a writing executed by the Parties. This Operating Memorandum may be executed in multiple counterparts, each of which are deemed an original and all of which constitute one and the same Operating Memorandum.

7. Recordation. The parties will record this Operating Memorandum in the Office of the Ventura County Recorder in the manner set forth in Government Code Section 65868.5.

CITY:

CITY OF SANTA PAULA

Dan Singer,
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

DEVELOPER:

LIMONEIRA LEWIS COMMUNITY BUILDER LLC
a Delaware limited liability company

By: LIMONEIRA EA1 LAND, LLC
a Delaware limited liability company

By: Limoneira Company,
a Delaware corporation
Its sole Member

By:

Name: MARK PALAMOUNTAIN

Title: CFO

CITY OF SANTA PAULA INCORPORATED APRIL 22, 1901 VENTURA COUNTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On JUNE 16, 2022 before me, DEANNA RULE, NOTARY PUBLIC
[here insert name and title of officer]
personally appeared MARK PALAMOUNTAIN,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

DEANNA RULE
Notary Public - California
Ventura County
Commission # 2377920
My Comm. Expires Oct 9, 2025

(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On JUNE 21, 2022 before me, JULIE LATSHAW, NOTARY PUBLIC,
[here insert name and title of officer]
personally appeared DAN SINGER,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

JULIE LATSHAW
Notary Public - California
Ventura County
Commission # 2401674
My Comm. Expires May 19, 2026

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of VENTURA)

On JUNE 16, 2022 before me, DEANNA RULE NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MARK PALAMOUTAIN,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEANNA RULE
Notary Public - California
Ventura County
Commission # 2377920
My Comm. Expires Oct 9, 2025

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of VENTURA }

On JUNE 21, 2022 before me, JULIE LATSHAW,
Date *Here Insert Name and Title of the Officer*

personally appeared DAN SINGER,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JULIE LATSHAW
Notary Public - California
Ventura County
Commission # 2401674
My Comm. Expires May 19, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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EXHIBIT K
Form of Offsite Improvement Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

No fee per Government Code § 6103

APNs 107-0-220-055, -065, -025, -035

HARVEST AT LIMONEIRA
OFFSITE IMPROVEMENT AGREEMENT

SANTA PAULA STREET BRIDGE

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2024 ("Effective Date"), by and between the CITY OF SANTA PAULA, a general law city and municipal corporation ("CITY") and LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware Limited Liability Company ("DEVELOPER"). Capitalized terms not otherwise defined in this Agreement will have the meanings attributed to them in the Development Agreement.

The Parties agree as follows:

1. **RECITALS**. This Agreement is made with reference to the following facts and objectives:

A. On or about February 26, 2015, the City and Limoneira Company entered into an Amended and Restated Development Agreement ("Original Development Agreement") for developing the area commonly known as "East Area 1" for a mixed-use planned community ("Project") on real property shown in Tract Map No. 5854 recorded in the Official Records of Ventura County ("Official Records") on December 28, 2017, as Document No. 20171220-00164292-0 ("Property").

B. The Original Development Agreement was recorded in the Official Records on April 27, 2015, as Document No. 20150427-00062760-0. On or about September 21, 2015, DEVELOPER became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Original Development Agreement.

C. The Original Development Agreement was amended by the First

Amendment to the Development Agreement, dated March 18, 2020 ("Amendment No. 1"), and by the Second Amendment to the Development Agreement, dated April 21, 2021 ("Amendment No. 2"). The Parties also intend to enter a Third Amendment to the Development Agreement ("Amendment No. 3") in March 2024.

D. The Original Development Agreement has been further clarified and supplemented by Operating Memoranda Nos. 1 - 8 (collectively, the "Operating Memoranda") on file with the City. The Original Development Agreement, as amended by Amendment Nos. 1, 2, and 3, and the Operating Memoranda are collectively referred to herein as the "Development Agreement."

E. Pursuant to the Development Agreement, DEVELOPER must construct certain public improvements known as the Santa Paula Street Bridge improvements ("Improvements"). The Improvements will be constructed in accordance with plans and specifications on file with CITY known as City Drawing No. 40.35.112 and generally described in the attached **Exhibit A.** Section 7.1.2 of the Development Agreement requires DEVELOPER to provide improvement security for the Improvements to the extent they are not financed by a Financing Mechanism.

F. The Acquisition Agreement defined in Section 14, below, together with the CFD No. 1 formation documents, is a Financing Mechanism.

G. Section 14 of the Acquisition Agreement provides that DEVELOPER must secure construction of the Improvements with a bond or other security, but that such bond amount must be reduced by amounts of CFD proceeds dedicated for the Improvements as the City "determine[s] is appropriate."

2. **CONSTRUCTION OF IMPROVEMENTS.** At its sole cost and expense, DEVELOPER agrees to furnish all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary to complete the Improvements set forth in the approved plans and specifications and in conformance with the Approvals (as that term is defined in the Development Agreement), CITY standards, and federal and state requirements.

3. **ESTIMATED COST OF IMPROVEMENTS.**

A. The estimated hard costs of the Improvements is $9,742,000, inclusive of a 15% contingency ("Estimated Hard Costs").

B. A copy of the Estimated Hard Costs is attached hereto as **Exhibit B** and incorporated by this reference.

C. The estimated additional cost to complete the Improvements include final design of 5%, right-of-way acquisition of 5%, permits of 3%, 5% for future

price inflation, and construction management and project management and inspections of 10%, and 5% for future price inflation, less costs incurred to date, for an estimated additional cost of $ $_____ ("Estimated Soft Costs") at time of completion.

D. The combined total of Estimated Hard Costs and Estimated Soft Costs is $_____ (hereafter, the "Total Estimated Costs").

4. **MODIFICATIONS TO TOTAL ESTIMATED COSTS.**

A. The Estimated Hard Costs in **Exhibit B** shall not be increased by more than five percent (5%) without DEVELOPER delivering written notice to the City Engineer. If during the course of construction of the Improvements, DEVELOPER is presented with a change order or set of change orders that would increase the Estimated Hard Costs secured by a bond by more than 15%, DEVELOPER must receive the approval of City Engineer before approving the change order(s), which shall not be unreasonably withheld or conditioned, subject only to the City Engineer's right to require, pursuant to Subsection B below, a corresponding increase in the amount of the bonds for such Improvements.

B. Should the Total Estimated Costs bonded for be inadequate to cover increased costs to complete the Improvements, the City Engineer may require, and Developer will comply with, an increase in the bond coverage to reflect the increased costs for constructing the Improvements to ensure adequate bonds are in place. To the extent such costs exceed the Total Estimated Costs, the bonds applicable to such Improvements shall be increased by the difference.

5. **TIME FOR COMPLETION.** DEVELOPER shall complete the Improvements in accordance with the timing requirements and thresholds set forth in the Development Agreement. Improvements will be deemed "complete" when they may be safely used by pedestrians and motorists for their intended purpose as reasonably determined by the City Engineer. Pursuant to Section 7.2.1 of the Development Agreement, CITY must cooperate with Developer and take all actions necessary and appropriate to facilitate timely completion of the Improvements. To that end, the parties acknowledge that DEVELOPER has exhausted all commercially reasonable efforts to obtain the required property for Improvements, and therefore, the CITY shall be responsible for acquiring any right-of-way or real property interest required by DEVELOPER to complete the Improvements. Notwithstanding the foregoing, it shall remain the DEVELOPER's responsibility to complete the Improvements as set forth in this Section and the Development Agreement, and DEVELOPER will hold CITY free and harmless from any liability arising from any delays in acquiring needed property caused by factors beyond CITY's control. DEVELOPER and CITY shall comply with the following additional schedule and time limits for completion of the Improvements:

Action	Date
Developer has submitted to the City plans, specifications, reports, cost estimates and schedules ("Plan Submittal") to City	Last City submittal made on December 12, 2023.
City to submit comments and/or notice of deficiency to Developer with fee deposit request	No later than 45 working days from Plan Submittal
Developer to submit fee deposit and responses and/or corrections to City comments and/or notice of deficiency	No later than 45 working days from receipt of City comments and/or notice of deficiency
Developer to commence construction	No later than 12 months after receiving all required permits and approvals.
Developer to complete construction	No later than 24 months from when construction commences

CITY's City Manager, in his/her reasonable discretion, may approve extensions of time upon submittal of a written request from DEVELOPER. If DEVELOPER seeks an extension of time to complete the Improvements more than twenty-four (24) months after receipt of all required permits and approvals, DEVELOPER agrees it must obtain the written approval of the Ventura County Fire Department and will provide a copy of said approval to CITY upon receipt.

6. **COMPLETION BY CITY.** Should DEVELOPER fail to complete the Improvements within the time for completion in breach of the terms of this Agreement, CITY, at its option, may enter onto DEVELOPER's property to complete the Improvement and satisfy Section 4, above, at DEVELOPER's cost. This option is in addition to any other remedies available to CITY.

7. **INSPECTION; CONSTRUCTION; FINAL ACCEPTANCE.**

A. DEVELOPER will provide on-site construction management to supervise construction and ensure the Improvements are completed in accordance with the plans approved by the City Engineer. The DEVELOPER shall have responsibility to ensure that the construction is accomplished in accordance with the approved plans and specifications. The DEVELOPER's construction manager shall submit timely requests for inspection by City and/or other required public agencies as needed throughout project construction.

B. The City Engineer shall have the right to inspect the construction of the Improvements to confirm that the construction is accomplished in accordance with the approved plans. City personnel shall have access to the construction at all reasonable times for the purpose of accomplishing

such inspection.

C. After DEVELOPER's contractor has completed the Improvements, DEVELOPER shall request a final inspection of such work, and the work shall be inspected, approved and accepted in strict compliance with the terms of Government Code section 66499.7.

D. No inspection or acceptance pertaining to specific parts of the Improvements shall be construed as final acceptance of any part until the overall final acceptance of the Improvements is made by the CITY in accordance with Government Code section 66499.7 and the Development Agreement. Final acceptance shall not constitute a waiver by CITY of defective work subsequently discovered.

E. DEVELOPER will contract with Psomas as engineer of record to provide construction support services and provide certified as-built plans to the CITY prior to final acceptance of the Improvements.

F. DEVELOPER will contract with a consultant experienced in right-of-way acquisition services for completion of the Improvements.

G. Upon completion of the Improvements and final acceptance by the CITY, DEVELOPER shall promptly file a Notice of Completion with the City Clerk for recordation at the Ventura County Recorder's Office.

8. **CONTINUOUS WORK ON THE IMPROVEMENTS**. After commencement of construction of the Improvements, which will commence within twelve (12) months after receiving all required permits and plan approvals and acquisition of all necessary right-of-way, DEVELOPER shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than sixty (60) days, events of Force Majeure excepted. For the avoidance of doubt, restrictions imposed by a 408 ACOE permit or any other permit or approval, as well as any delays relating thereto, are a Force Majeure event. Notwithstanding the foregoing, the Improvements shall be completed by Developer within twenty – four (24 months) after commencement of construction of the Improvements and accepted by the City in accordance with subsections C. and D. of Section 7, above.

9. **WARRANTY OF IMPROVEMENT PLANS.** DEVELOPER warrants that the plans and specifications for the Improvements shall conform to the Approvals (as the term is defined in the Development Agreement), together with all conditions made a part of such Approvals. Except as directed by CITY, DEVELOPER further warrants that the plans and specifications can be relied upon to accomplish the Improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the plans and specifications at any time before final acceptance of the Improvements prove to be inadequate in any respect except to the extent said plans and specifications were directed by the CITY, DEVELOPER agrees to make such changes

reasonably deemed necessary by CITY to complete the Improvements in a good, workmanlike manner and in accordance with accepted construction practices. DEVELOPER further agrees to make or cause to be made such engineering, soils and other reports as may be required by CITY.

10. **CITY NOT LIABLE FOR PLANS AND SPECIFICATIONS**. CITY is not an insurer or surety for the design or construction of the Project. And CITY, its officers, officials, employees, agents, representatives, and certified volunteers are not liable or responsible for any claim arising during construction of the Project or Improvements, unless it can be shown that such person directed that the Project or Improvements be designed or constructed in a manner contrary to the wishes and desires of DEVELOPER, and DEVELOPER filed a written objection or equivalent notice with the City Engineer before commencing such work or Improvement. .

11. **WARRANTY OF WORK.** DEVELOPER warrants that the Improvements will be constructed in conformance with the approved plans and specifications, CITY standards, and the highest industry standards. Should any Improvement fail to comply with this warranty or any other provision of this Agreement within one (1) year after CITY's final acceptance, DEVELOPER shall, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Should DEVELOPER fail to act promptly or in accordance with this requirement or should the exigencies of the case require repairs or replacements to be made before DEVELOPER can be notified, CITY will, at its option, make the necessary repairs, replacements, or reconstruction, as determined by CITY. DEVELOPER shall pay to CITY the actual cost of such repairs, replacements, or reconstruction plus CITY's administrative costs. This section is not a waiver of any other right CITY may have for correcting faulty workmanship or defective materials.

12. **REPAIRS AND REPLACEMENTS.** DEVELOPER shall repair or replace, as reasonably determined by CITY, Improvements and monuments destroyed or damaged by DEVELOPER's actions and to repair or replace, as reasonably determined by CITY, any property damaged or destroyed by DEVELOPER. Any such repair or replacement shall be completed to CITY's reasonable satisfaction and approval, and at no cost to CITY and not limited by any surety bond required in this Agreement.

13. **CITY'S RIGHT OF ENTRY**. DEVELOPER grants CITY right of entry to DEVELOPER's property, to the extent applicable, to inspect the Improvements constructed by DEVELOPER and to ensure compliance with this Agreement.

14. **CONTRACT SECURITY.**

A. Concurrently with the execution of this Agreement, DEVELOPER shall

furnish:

i. A surety bond in an amount equal to at least one hundred percent (100%) of the Total Estimated Costs as security for the faithful performance of this Agreement, in the amount of $_____.

ii. A separate surety bond in an amount equal to at least one hundred percent (100%) of the Estimated Hard Costs for said Improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement.

B. The surety bonds in Subsection A. shall be paid and in effect until the earlier to occur of (i) CITY's final acceptance of the Improvements and receipt of warranty bonds in accordance with the warranty required by Section 11 and 14, or (ii) receipt in CITY's account of CFD bond sale proceeds from Harvest Community Facilities District No. 1 sufficient to fund the Improvements and designated for that purpose. Should another jurisdiction with authority over the Improvements project require security for the Improvements that are duplicative of the amounts set forth in this Agreement, the parties will cooperate in good faith to ensure that Developer is not required to incur the cost of bonding twice for the Improvements and to ensure that City and any other agency requiring bonding are adequately secured, such as adding one or more of the agencies as an obligee to the surety in an appropriate rider to the bonds furnished to the lead agency for the Improvements. Additionally, pursuant to Government Code 66499.5, CITY acknowledges the Improvements contemplated herein are financed and installed pursuant to special assessment proceedings and, in accordance with Santa Paula Municipal Code § 16.80.950 and DEVELOPER's satisfaction of same, agrees that, upon furnishing by the contractor of the faithful performance and labor and material bonds required by the special assessment act being used, the improvement security of the DEVELOPER shall be reduced by an amount corresponding to the amount of such bonds so furnished by the contractor.

C. CFD bond sale proceeds will be paid to DEVELOPER upon completion of the Improvements by DEVELOPER and acquisition of the Improvements by CITY pursuant to this Agreement and the terms of the Funding, Construction and Acquisition Agreement for Harvest Community Facilities District No.1 dated as of March 1, 2017, as may be amended ("Acquisition Agreement"). In the event there are insufficient CFD bond proceeds, the CITY will not be responsible for reimbursing DEVELOPER for the Improvements, and pursuant to Section 15 of the Acquisition Agreement, the CITY is only required to reimburse DEVELOPER for those Public Facilities (as the term is defined in the Acquisition Agreement) which can be reimbursed with the total of the amount of available bond sale proceeds. Nothing herein shall relieve DEVELOPER from its obligation to complete

the Public Facilities pursuant to the terms of this Agreement and the Development Agreement.

D. In accordance with Section 14 of the Acquisition Agreement, the CITY will reduce the aggregate principal amount of the surety bonds by such amount as it determines is appropriate to allocate to the Improvements, upon receipt of the bond sale proceeds.

15. **WARRANTY BONDS.** Prior to CITY's final acceptance of the Improvements, DEVELOPER shall file with the CITY a bond guaranteeing the warranty requirements of Section 11 in the amount of at least ten percent (10%) of the Total Estimated Costs. This warranty bond will be released one year after final acceptance of the Improvements, subject to CITY's timely inspection of the Improvements and determination that the Improvements are free of defects.

16. **PERFORMANCE BY CITY OR SURETY**.

A. Should DEVELOPER fail to construct the Improvements in the manner and at such locations as specified within the time requirements of this Agreement, or if DEVELOPER is not carrying out the intent of this Agreement, CITY may serve written notice upon DEVELOPER and the surety on DEVELOPER's faithful performance bond demanding satisfactory compliance with this Agreement.

B. Should CITY serve such written notice, CITY may do any one, or combination of, the following:

i. Serve written notice upon the surety on its faithful performance bond demanding satisfactory compliance with this Agreement. In such event the surety must, within five (5) days, assume control and construct the Improvements as DEVELOPER'S successor;

ii. CITY may construct the improvements itself, or by contract, at DEVELOPER's expense on a time and materials basis. In such event, CITY may take possession of and utilize in completing the Improvements' construction, materials, appliances, and other property belonging to DEVELOPER as may be on the site of the work without liability to CITY. DEVELOPER's surety will be liable to CITY for any excess cost of damages incurred by CITY.

C. Nothing in this section waives, or serves as a limitation upon, any additional remedy CITY may have under this Agreement or applicable law.

17. **SURETY BOND TO INCLUDE LETTER OF CREDIT.** The term "surety bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. The term "surety" includes the issuer of any letter of credit or cash deposit agreement, which is acceptable to CITY as security for the performance of this Agreement. Sureties must be admitted to do business in the State of California.

18. **BEST MANAGEMENT PRACTICES**. DEVELOPER agrees to use best management practices ("BMPs"), as that term is defined under applicable law including, without limitation, the Santa Paula Municipal Code, in constructing the improvements anticipated by this Agreement. DEVELOPER's failure to comply with the terms of this Section constitutes a material breach of this Agreement.

19. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports specific to the improvements identified herein prepared by DEVELOPER under this Agreement are CITY's property. DEVELOPER may retain copies of said documents and materials as desired, but must deliver all original materials to CITY upon CITY's written notice.

20. **INDEPENDENT CONTRACTOR.** CITY and DEVELOPER agree that DEVELOPER will act as an independent contractor and will have control of all work and the manner in which it is performed. DEVELOPER will be free to contract for similar service to be performed for other employers while under contract with CITY. DEVELOPER is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct DEVELOPER as to the details of doing the work or to exercise a measure of control over the work means that SUBDIVIDER will follow the direction of CITY as to end results of the work only.

21. **INDEMNIFICATION.**

A. DEVELOPER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, DEVELOPER must defend CITY (at CITY's request and with counsel satisfactory to CITY) and indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. The Parties agree that this section will remain in full force and effect until the

Improvements have been formally accepted by CITY.

D. The requirements as to the types and limits of insurance coverage to be maintained by DEVELOPER, and any approval of such insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by DEVELOPER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

22. **INSURANCE**.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial General Liability (Bodily Injury, Personal Injury, and Property Damage)	$5,000,000 Occurrence
Commercial Automobile Liability (Any Auto Hired and Non-Owned Liability)	$2,000,000 Per Accident
Worker's Compensation	Statutory
Employers Liability (Bodily Injury by Accident)	$1,000,000 Each Accident

B. The amount of insurance set forth above will be a per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officers, officials, agents, employees and volunteers as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days' prior written notice to CITY.

C. DEVELOPER must furnish and require its contractors and subcontractors to furnish to CITY duly authenticated Certificates of Insurance evidencing

maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. DEVELOPER will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

23. **NOTICES.**

A. Unless expressly stated otherwise, all notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

If to the City
City of Santa Paula
Public Works Department
Attn: Clete J. Saunier, P.E., Public Works Director
P.O. Box 569
Santa Paula, CA 93061-0569

If to the Developer
Limoneira Lewis Community Builders LLC
c/o Lewis Management Corporation
Attn: David Lauletta
133 N. 10th Street
Santa Paula, CA 93060

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

24. **COMPLIANCE WITH LAW.** DEVELOPER will comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at DEVELOPER's own cost.

25. **FORCE MAJEURE.** Developer's time for commencement and completion of the Improvements shall be extended for the period of any delay due to one more of the following circumstances beyond the control and without the fault of DEVELOPER ("Force

Majeure"): adverse weather conditions; flood; earthquakes; strikes; lockouts; acts of God; enemy action; civil commotion; acts or failures to act of a public agency (including, without limitation, delay in the issuance of permits or approvals by governmental authorities that are required for the work); fire or other casualty; failure or inability to secure materials or labor; changes in local, state or federal laws or regulations; pandemics; epidemics; lack of financing due to generally applicable economic conditions affecting the capital markets generally; and strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of DEVELOPER, its contractors, and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. DEVELOPER shall be required to provide CITY with timely notice of the facts and circumstances constituting or giving rise to the Force Majeure event and to keep the CITY fully apprised with respect thereto. The parties shall meet as early as reasonably practicable to discuss the Force Majeure event, agree on any additional actions to be taken by either party, and document the agreed length of delay caused by the Force Majeure event. Should the Force Majeure event be further delays in ACOE issuance of a 408 Permit, "commencement of the grounds" for an extension shall be the date that the ACOE next notifies DEVELOPER of additional requests for information or corrections to its permit application, and notice to the City of the additional requests via email to the Public Works Director and City Engineer shall constitute adequate written notice of the Force Majeure event to the City. The City Manager shall evaluate and approve or deny all claims to Force Majeure made by the DEVELOPER and the decision of the City Manager shall be the final determination of the City, subject only to judicial review.

26. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

27. **SEVERABLE.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

28. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

29. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

30. **GOVERNING LAW.** This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in the County of Ventura.

31. **AUTHORITY/MODIFICATION.** This Agreement is subject to and conditioned upon approval and ratification by the Santa Paula City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's City Manager may execute any such amendment on behalf of CITY.

32. **BINDING UPON SUCCESSORS**. The terms of this Agreement constitute a burden and benefit upon the Property. Accordingly, this Agreement will be recorded and the terms will run with the Property and become binding upon DEVELOPER's heirs, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF SANTA PAULA,
a municipal corporation

Dan Singer,
City Manager

LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC,
a Delaware Limited Liability Company

David Lauletta,
Authorized Agent

ATTEST:

Julie Latshaw,
City Clerk

APPROVED AS TO FORM:

Monica Castillo,
City Attorney

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EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

The bridge construction consists of the construction of an approximate 232-foot long single-span bridge over Santa Paula Creek as part of the extension of Santa Paula Street from Grant Line Street to Hallock Drive. The span bridge will be supported by two abutments, wing walls, and will accommodate two 12-foot wide traffic lanes, two 6-foot wide sidewalks, two 5-foot wide bike lanes for a total width of 48-feet. The superstructure of the bridge will be a 232-ft long, 48-ft wide, reinforced concrete, post- tensioned box girder carrying two lanes of traffic, two bike lanes, and two sidewalks. The bridge has been designed as a free-span bridge, with no permanent pier support (substructure) placed in the creek bed. Two abutments will support the superstructure on each side of the creek above the 100-year flood elevation. The plans and specifications for the bridge, known as City Drawing No. 40.35-112, are on file with the City.



EXHIBIT B

ESTIMATED COST OF IMPROVEMENTS

(Attached behind)

CITY OF SANTA PAULA
LEWIS LIMONEIRA
PROJECT: SANTA PAULA CREEK BRIDGE, UNDERCROSSING, AND APPROACH WALLS
CITY #
DATE: 9/28/2023

ENGINEERS OPINION OF PROBABLE COST

CALTRANS BEES No.	Item No.	ITEM	Unit of Measure	Estimated Quantity	Unit Price	Item Total
	1	MOBILIZATION 10%	LS	1	$847,083.74	$847,084
		SANTA PAULA CREEK BRIDGE				
192003	2	STRUCTURE EXCAVATION (BRIDGE)	CY	649	$150.00	$97,315
193003	3	STRUCTURE BACKFILL (BRIDGE)	CY	598	$250.00	$149,528
260203	4	CLASS 2 AGGREGATE BASE	CY	69	$300.00	$20,622
500001	5	PRESTRESSING CAST-IN-PLACE CONCRETE	LB	83749	$5.00	$418,746
510051	6	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	174	$1,000.00	$174,222
510053	7	STRUCTURAL CONCRETE, BRIDGE	CY	1242	$2,000.00	$2,484,682
510086	8	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	128	$1,300.00	$166,111
511035	9	ARCHITECTURAL TREATMENT	SF	1650	$25.00	$41,247
519100	10	JOINT SEAL (MR 3")	LF	95	$300.00	$28,400
520102	11	BAR REINFORCING STEEL (BRIDGE)	LB	284514	$2.50	$711,285
xxxxx	12	WATER PIPE SUPPORTS	LS	1	$54,000.00	$54,000
839719	13	CONCRETE BARRIER (TYPE 732SW)	LF	506	$400.00	$202,267
833090	14	TUBULAR HANDRAILING (MODIFIED)	LF	506	$175.00	$88,492
		UNDERCROSSING				
192025	15	STRUCTURE EXCAVATION (CULVERT)	CY	830	$150.00	$124,536
193004	16	STRUCTURE BACKFILL (CULVERT)	CY	325	$180.00	$58,486
260203	17	CLASS 2 AGGREGATE BASE	CY	54	$300.00	$16,100
510090	18	STRUCTURAL CONCRETE, BOX CULVERT	CY	242	$2,000.00	$484,220
520101	19	BAR REINFORCING STEEL	LB	46565	$2.50	$116,413
740550	20	PUMPING PLANT EQUIPMENT	LS	1	$100,000.00	$100,000
190101	21	ROADWAY EXCAVATION	CY	182	$150.00	$27,320
192037	22	STRUCTURE EXCAVATION (RETAINING WALL)	CY	2056	$150.00	$308,384
193003	23	STRUCTURE BACKFILL	CY	71	$180.00	$12,700
260203	24	CLASS 2 AGGREGATE BASE	CY	309	$300.00	$92,556
510060	25	STRUCTURAL CONCRETE, RETAINING WALL	CY	643	$850.00	$546,628
	26	6" CONCRETE ASPHALT PAVEMENT	SF	1320	$10.00	$13,200
520101	27	BAR REINFORCING STEEL	LB	121221	$2.50	$303,052
833033	28	CHAIN LINK RAILING (TYPE 7 MODIFIED)	LF	407	$130.00	$52,910
		APPROACH MSE WALLS				
477020	29	MECHANICALLY STABILIZED EMBANKMENT	SF	7186	$120.00	$862,267
833090	30	TUBULAR HANDRAILING (MODIFIED)	LF	722	$175.00	$126,350
839719	31	CONCRETE BARRIER (TYPE 732SW)	LF	722	$400.00	$288,800
		OTHER ITEMS				
	32	WATERLINE	LS	1	$200,000.00	$200,000

	33	APPROACH ROADWAY SURFACE, STRIPING, ETC	LS	1	$50,000.00	$50,000
	34	ROADWAY LIGHTING	LS	1	$50,000.00	$50,000
					SUBTOTAL	**$8,470,837**
					CONTINGENCY (15%)	$1,270,626
					TOTAL	**$9,741,463**
					ROUNDED TOTAL	**$9,742,000**

Area	Acres	Approved Units	Proposed Units	Variance	Du/Ac
Phase I - Haun Creek / Hallock	71	632	586	(46)	8.3
Phase I - Elementary School Site	11	0	121	121	11.5
Phase II - Foothill	98	492	554	62	5.7
Phase III - Santa Paula	50	376	489	113	9.8
Commercial - Hallock	18	0	300	300	16.9
Total	**247**	**1,500**	**2,050**	**550**	**8.3**

LAND USE DATA

- *– HALLOCK CENTER*
- *– NEIGHBORHOOD RESIDENTIAL*
- *– COMMERCIAL*
- *– CIVIC – SCHOOL*
- *– OPEN SPACE – AG*
- *– OPEN SPACE – PARK*

200' 100' 0' 200' 400'

GRAPHIC SCALE: 1"=200'

OPEN SPACE

PHASE II - FOOTHILL
TRACT 6001
554 Units

PARK
2.1 AC

TRACT 5991

TRACT 5989

TRACT 5988

PHASE I - HAUN CREEK
586 Units

TRACT 5990

TRACT 5986

TRACT 5992

PARK
1.5 AC

TRACT 5987

PHASE III - SANTA PAULA CREEK
TRACT 6000
489 Units

THE FARM HOUSE

PHASE 1D
PARCEL 6065
121 Units

SPORTS PARK

TRACT 5985

LOWER BASIN PARK

300 Units

HARVEST
– AT LIMONEIRA –