

**Recording Requested by
and when Recorded, return to:**

Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003
Attn: Executive Director

Exempt From Recording Fees Per
Government Code §§ 6103

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Construction and Non-Exclusive Easement Agreement

This Construction and Non-Exclusive Easement Agreement (the "Agreement") is made and entered into on _____, 2017 (the "Effective Date"), by and between the Ventura County Transportation Commission, a California public agency ("VCTC") and Limoneira Lewis Community Builders, LLC a Delaware limited liability company ("Developer"), in consideration of the following:

RECITALS

- A. VCTC is the owner of certain real property in Ventura County, California, on which a VCTC rail line is located (the "Branch Line").
- B. Developer is planning to develop and construct a 500-acre master-planned community (the "Project"), commonly known as East Area One, north of the Branch Line ("East Area One").
- C. Developer desires to construct a new vehicular crossing over the Branch Line in order to provide access to East Area One. The vehicular crossing shall be constructed according to the approved plans summarized in Exhibit A, attached hereto and incorporated herein by reference. The rail crossing shall be located on Hallock Drive, approximately two hundred (200) feet north of East Telegraph Road, at the location as more particularly described in Exhibit A-1 and depicted in Exhibit A-2, attached hereto and incorporated herein by reference (the "Hallock Rail Crossing" or "Rail Crossing").
- D. Developer desires to also construct and install reinforced concrete structures to carry runoff and drainage flows from East Area One to nearby storm channels (the "Drainage Structures"). The Drainage Structures shall be constructed according to the approved plans summarized in Exhibit B, attached hereto and incorporated herein by reference. The Drainage Structures shall be located under the Branch Line east of Hallock Drive near the site of an existing timber trestle, as more particularly described in Exhibit B-1 and depicted in Exhibit B-2, attached hereto and incorporated herein by reference.
- E. Developer desires to construct and install public utilities ("Utilities") over and under VCTC's property and rail lines to the extent necessary to serve East Area One. Such Utilities may include storm water, water, and sewer, and shall be constructed in accordance with the approved plans summarized in Exhibit C, attached hereto and incorporated herein by

reference. Such Utilities shall be located as more particularly described in Exhibit C-1 and depicted in Exhibit C-2, attached hereto and incorporated herein by reference.

F. In order to facilitate the construction of the new Hallock Rail Crossing, installation of the Drainage Structures, and installation of the Utilities, the Developer needs to remove an existing private rail crossing and an existing bridge both located to the west of Hallock Drive and resurface a portion of the rails on the Branch Line in conjunction with such removals in accordance with the approved plans summarized in Exhibit D, attached hereto and incorporated herein by reference. The locations of the existing private rail crossing and bridge to be removed and the location of the rail work to be conducted in conjunction with such removal are depicted in Exhibit D-1, attached hereto and incorporated herein by reference.

G. In addition, the Developer must remove an existing timber trestle located to the east of Hallock Drive in accordance with the approved plans summarized in Exhibit E attached hereto and incorporated herein by reference. The location of the existing timber trestle to be removed is depicted in Exhibit E-1 attached hereto and incorporated herein by reference.

H. VCTC has agreed to grant Developer a temporary non-exclusive construction easement and three non-exclusive easements (the "Easements") appurtenant to the Project for the Developer to construct the Hallock Rail Crossing, the Drainage Structures, the Utilities and facilitate the removal of the existing rail crossing, bridge and timber trestle (collectively "Work") on the condition that the Developer (and to the extent applicable, subsequent assignees) indemnify VCTC from any and all liabilities arising out of or connected to the construction, maintenance and operation of those facilities. Developer intends to assign the Easements for the Hallock Rail Crossing and the Utilities to the City of Santa Paula ("City") to operate and maintain those improvements for public use and intends to assign the Easement for the Drainage Structures to either the City or to the Project's future common-interest development owners' association (Civil Code 4080) ("HOA") in accordance with the procedures outlined Section 12 below. As used herein the term "Easement Area" or "Easement Areas" refers to the legal description or descriptions of the Easements set forth in the Exhibits to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and the following mutual promises and agreements, VCTC and Developer do hereby agree as follows:

1. Temporary Construction.

VCTC hereby grants the Developer a temporary non-exclusive easement to facilitate the construction of the Work at the locations depicted and described on Exhibit F ("Construction Easement"). The Construction Easement shall be used solely for the purpose of constructing the Work and may not be used for any other purpose. Developer shall construct the Work in accordance with the plans, specifications and conditions approved by the City of Santa Paula, the County of Ventura, VCTC and any other governmental agency with authority over the Work. The Construction Easement shall commence on the Effective Date ("Commencement Date") and terminate, unless extended in writing by VCTC, twenty-four (24) months after the Commencement Date, whereupon any and all interest in VCTC's property conveyed by this Construction Easement shall automatically revert to VCTC or its assigns and successors, without the necessity of any further action to effect such reversion. Upon termination of the Construction Easement, Developer shall, upon VCTC's request, return the Construction

Easement Area, excepting the Work permitted by this Agreement, to its original condition in accordance with Section 15 below.

Developer understands that there are active train operations on the Branch Line and acknowledges that any construction activities occurring on or near the Branch Line must be coordinated with the train operator and must be undertaken in accordance with all applicable regulations governing rail lines, including regulations promulgated by the Public Utilities Commission and the Federal Railroad Administration.

2. Hallock Rail Crossing.

VCTC hereby grants the Developer a non-exclusive surface easement appurtenant to East Area One to construct, operate and maintain the Hallock Rail Crossing over and across the Branch Line according to the plans summarized in Exhibit A and at the location depicted and described on Exhibit A-1 and Exhibit A-2 for the benefit of the Project (the "Rail Crossing Easement"). The Rail Crossing Easement shall be used solely for the purpose of constructing, operating and maintaining a public vehicular rail crossing, and may not be used for any other purpose. Developer shall construct, maintain and operate the Hallock Rail Crossing in accordance with the plans, specifications and conditions approved by the City of Santa Paula, the County of Ventura, VCTC and any other governmental agency with authority over the Hallock Rail Crossing.

Upon the completion of the Hallock Rail Crossing, Developer intends to assign the Rail Crossing Easement to the City in accordance with Section 12 below for the City's operation and maintenance (including any future repairs and replacement) of the Hallock Rail Crossing. Developer (and then City after accepting the assignment) shall be responsible for maintaining the Hallock Rail Crossing (except for the area of the Crossing between lines two (2) feet outside of the rails of each track) in a manner that conforms to all applicable rules, regulations and laws regarding rail crossings during the term of this Rail Crossing Easement. In addition to the Hallock Rail Crossing itself, any landscaping associated with the Hallock Rail Crossing on VCTC property shall be maintained by the Developer (and then City after accepting the assignment), subject to the Developer and City's insurance and indemnification obligations outlined in Sections 9, 10, and 11 below. If the City accepts assignment of the Rail Crossing Easement, VCTC grants the City the right to permit the Harvest Community Facilities District No. 1 ("CFD"), as agent of the City, to conduct any landscaping maintenance associated with the Hallock Rail Crossing, provided that any such work by the CFD remains subject to the City's continuing insurance and indemnification obligations contained herein. Notwithstanding the maintenance obligations of Developer (and City after accepting the assignment) outlined above, VCTC shall perform all rail maintenance and repairs to the Hallock Rail Crossing between lines two (2) feet outside of the rails of each track in accordance with PUC General Order 72-B.

Except in emergency situations, Developer shall, prior to the commencement of any maintenance of the Hallock Rail Crossing on the Branch Line, submit to VCTC plans setting out the method and manner of the work to be done. Developer shall not proceed with the maintenance work until such plans have been approved, in writing, by VCTC and any other required government agency and VCTC has granted Developer a right of entry for such maintenance activities. When performing any maintenance, Developer, at its sole cost and expense, shall perform such work that VCTC, in its sole determination, determines necessary to protect VCTC rail lines. If an emergency should arise requiring immediate attention, Developer shall provide as much notice as practicable before Developer commences any maintenance work and shall only perform work necessary to address the immediate emergency situation. In

such situation, Developer shall take all steps necessary to protect VCTC rail lines. All of the foregoing operation and maintenance obligations of the Developer shall be the sole and exclusive obligations of the City if the City accepts the assignment of the Rail Crossing Easement.

Developer understands that there are active train operations on the Branch Line and acknowledges that any construction, operation and maintenance activities occurring on or near the Branch Line must be coordinated with the train operator and must be undertaken in accordance with all applicable regulations governing rail lines, including regulations promulgated by the Public Utilities Commission and the Federal Railroad Administration.

3. Drainage Structures.

VCTC hereby grants the Developer a non-exclusive surface and subsurface easement appurtenant to East Area One to construct, operate and maintain the Drainage Structures to carry runoff and drainage flows from East Area One to nearby storm channels pursuant to the plans summarized in Exhibit B and in the location depicted and described in Exhibit B-1 and Exhibit B-2 for the benefit of the Project (the "Storm Drain Easement"). The Storm Drain Easement shall be used solely for the purpose of constructing, installing, inspecting, operating and maintaining the Drainage Structures to carry runoff and drainage flows from the Project, and may not be used for any other purpose. Developer shall construct, maintain and operate the Drainage Structures in accordance with the plans, specifications and conditions approved by the City of Santa Paula, the County of Ventura, VCTC and any other governmental agency with authority over the Drainage Structures.

Upon the completion of the Drainage Structures, Developer intends to assign the Storm Drain Easement to the HOA in accordance with Section 12 below for the HOA's operation and maintenance (including any future repairs and replacement) of the Drainage Structures. Developer (and then the HOA after accepting the assignment) shall be solely responsible for constructing, maintaining and operating the Drainage Structures in accordance with the approved plans and in a good and safe condition. Under no circumstances shall VCTC be responsible for constructing, maintaining or operating the Drainage Structures. Developer (and then the HOA after accepting the assignment) shall inspect and maintain the Drainage Structures, on a regular basis not less than four (4) times per year, to prevent any backups and to ensure the Drainage Structures are in good condition and that there is proper flow of water within the Drainage Structures. One of the required inspections must take place in August of every year with all maintenance identified by that inspection completed by October 1st in advance of the rainy season. Developer may, at its election, assign the Storm Drain Easement to the City rather than to the HOA in accordance with Section 12, provided the City, in its sole discretion, is willing to accept the assignment. In the event that the City declines to accept the assignment, then Developer will assign the Storm Drain Easement to the HOA.

Except in emergency situations, Developer shall, prior to the commencement of any maintenance of the Drainage Pipes within twenty (20) feet of VCTC's property, submit to VCTC plans setting out the method and manner of the work to be done. Developer shall not proceed with the maintenance work until such plans have been approved, in writing, by VCTC and any other required government agency and VCTC has granted Developer a right of entry for such maintenance activities. When performing any maintenance, Developer, at its sole cost and expense, shall perform such work that VCTC, in its sole determination, determines necessary to protect VCTC rail lines. If an emergency should arise requiring immediate attention, Developer shall provide as much notice as practicable before Developer commences any maintenance

work and shall only perform work necessary to address the immediate emergency situation. In such situation, Developer shall take all steps necessary to protect VCTC rail lines. All of the foregoing operation and maintenance obligations of the Developer shall be the sole and exclusive obligations of the HOA if the Storm Drain Easement is assigned to the HOA in accordance with Section 12 and the HOA accepts the assignment of the Storm Drain Easement.

Developer understands that there are active train operations on the Branch Line and acknowledges that any construction, operation and maintenance activities occurring on or near the Branch Line must be coordinated with the train operator and must be undertaken in accordance with all applicable regulations governing rail lines, including regulations promulgated by the Public Utilities Commission and the Federal Railroad Administration.

4. Utilities.

VCTC hereby grants the Developer a non-exclusive public utilities easement appurtenant to East Area One for Developer to construct, operate and maintain Utilities over and under VCTC's property and rail lines to the extent necessary to serve East Area One according to the plans summarized in Exhibit C and at the location depicted and described in Exhibit C-1 and Exhibit C-2 for the benefit of the Project ("Utility Easement"). Such Utilities may include stormwater, water, sewer, electric, gas, communication and cable television. The Utility Easement shall be used solely for the purpose of constructing, installing, inspecting, operating, and maintaining such Utilities and any pipelines, conduit and appurtenances incidental to such Utilities, and may not be used for any other purpose. Such Utilities must be constructed and operated pursuant to the plans summarized in Exhibit C and in the location described in Exhibit C-1. Upon the completion of the Utilities, Developer intends to assign the Utilities to the City (or applicable utility purveyor) in accordance with Section 12 below for City's (or the purveyor's) operation and maintenance of the Utilities. VCTC shall execute documents reasonably required by the City or purveyor to accept the Utilities for maintenance at no cost, expense or liability to VCTC. Developer (and then City or purveyor if one or the other accepts the assignment) shall construct, maintain and operate the Utilities in accordance with the plans, specifications and conditions approved by the City of Santa Paula, the County of Ventura, VCTC and any other governmental agency with authority over the Utilities. Under no circumstances shall VCTC be responsible for constructing, maintaining or operating the Utilities.

Except in emergency situations, Developer shall, prior to the commencement of any maintenance of the Utilities within twenty (20) feet of VCTC's property, submit to VCTC plans setting out the method and manner of the work to be done. Developer shall not proceed with the maintenance work until such plans have been approved, in writing, by VCTC and any other required government agency and VCTC has granted Developer a right of entry for such maintenance activities. When performing any maintenance, Developer, at its sole cost and expense, shall perform such work that VCTC, in its sole determination, determines necessary to protect VCTC rail lines. If an emergency should arise requiring immediate attention, Developer shall provide as much notice as practicable before Developer commences any maintenance work and shall only perform work necessary to address the immediate emergency situation. In such situation, Developer shall take all steps necessary to protect VCTC rail lines. . All of the foregoing operation and maintenance obligations of the Developer shall be the sole and exclusive obligations of the City (or applicable utility purveyor) if City (or applicable utility purveyor) accepts the assignment of the Utility Easement.

Developer understands that there are active train operations on the Branch Line and acknowledges that any construction, operation and maintenance activities occurring on or near

the Branch Line must be coordinated with the train operator and must be undertaken in accordance with all applicable regulations governing rail lines, including regulations promulgated by the Public Utilities Commission and the Federal Railroad Administration.

5. Relocation/Modification by VCTC.

- a) Relocation. If, in VCTC's sole determination, the Hallock Rail Crossing, the Drainage Structures, Utilities, or any improvements incidental thereto, interfere or inhibit any of VCTC's operations, Developer shall, within ninety (90) days after prior written notice from VCTC and the grant of the New Easement (or such additional time as is commercially reasonable for such relocation but no longer than 180 days) (the "Relocation Period"), relocate such Rail Crossing, Drainage Structures, Utilities, or improvements incidental thereto to a different location approved by VCTC at Developer's sole cost and expense. Upon VCTC's determination that such relocation is necessary, VCTC shall grant to Developer a new non-exclusive easement to install and maintain the relocated facilities on the same terms and conditions as the previous Easement(s) provided for by this Agreement (the "New Easement"). Notwithstanding the foregoing, in the event of an emergency, Developer shall immediately relocate the Rail Crossing, Drainage Structures, Utilities or improvements incidental thereto to a different location approved by VCTC at Developer's sole cost and expense. VCTC and Developer agree that upon completion of the new relocated facilities, and approval of such relocated facilities by VCTC and appropriate regulatory agencies, VCTC shall terminate the previous Easement(s) and such Easement(s) shall be quitclaimed from Developer to VCTC without expense to VCTC, and any and all interest in VCTC's property conveyed to Developer in the previous Easement(s) shall automatically revert to VCTC or its assigns and successors, without the necessity of any further action to effect such reversion.

In the event that Developer fails to relocate the Hallock Rail Crossing, Drainage Structures, Utilities or any improvements incidental thereto within the Relocation Period or in response to an emergency situation, VCTC may relocate the Hallock Rail Crossing, Drainage Structures, Utilities or any improvements incidental thereto and the cost and expense of such relocation shall be payable by Developer.

All of the foregoing obligations of the Developer in this Section 5 shall be the sole and exclusive obligations of the City (as to the Hallock Rail Crossing or the Utilities) and of the HOA (as to the Drainage Structures) if the City or HOA accepts the assignment of the applicable Easements under Section 12 below. Notwithstanding the foregoing, if the City accepts assignment of the Utility Easement and VCTC, subsequent to that acceptance, requires the relocation of the Utilities and/or any improvements incidental thereto, then VCTC shall pay the cost and expense of relocation of said Utilities and/or any improvements incidental thereto.

- b) Modification by VCTC. In the event that the VCTC Parties desire to make a temporary or permanent modification to the Rail Crossing, Drainage Structures, Utilities or any improvements incidental thereto under circumstances not covered in subsection(a) above, VCTC shall provide Developer and City a minimum of thirty (30) days prior written notice for modifications to the Rail Crossing (and improvements incidental thereto), and a minimum of thirty (30) days prior written notice to Developer and HOA for modifications to the Drainage Structures and/or Utilities (and improvements incidental thereto), Notwithstanding the foregoing sentence, in the event of an emergency

situation, VCTC may make immediate modifications to the Rail Crossing, Drainage Structures, Utilities and any improvements incidental thereto without providing prior written notice to Developer, City, or HOA. However, VCTC will provide notice of such immediate modifications to Developer, City and HOA as soon as reasonably practicable after such modifications have been made.

In the event that modifications contemplated by this Section are necessary for VCTC's full use and enjoyment of its property, the cost and expense of such modifications shall be payable by Developer.

6. Prior Rights.

Except as expressly provided herein, VCTC reserves and retains all property rights in and to the Rail Crossing Easement, Storm Drain Easement, and Utility Easement (collectively, the "Easements"), including, without limitation, the non-exclusive rights to use any Easement for any purpose whatsoever. It is expressly understood that such use by VCTC, includes use of the Easement(s) for pedestrian, rail or transportation purposes and such use shall not be deemed to interfere with rights granted to Developer hereunder. Developer may not use the Easements in any manner which hinders, obstructs, blocks, encroaches upon, or interferes with the VCTC's use of the Easements without the prior written consent of the VCTC which shall not be unreasonably withheld.

It is expressly understood that VCTC may grant other individuals or entities the right to use the same real property as covered by the Easements without the consent of Developer so long as such use does not unreasonably interfere in a material manner with the rights granted to Developer hereunder.

7. No Warranties; AS-IS Condition.

Developer agrees that it is accepting the Easements without any warranty or representation by VCTC whatsoever, in their "AS-IS", "WHERE-IS", "WITH ALL FAULTS" condition and subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the Easements and/or affecting access thereto.

8. Payment.

In consideration of the Easements granted by VCTC under this Agreement, Developer shall, within thirty (30) days of the Effective Date of this Agreement, pay to VCTC a payment of Ninety-Nine Thousand Dollars (\$99,000)¹. In addition, Developer shall reimburse VCTC for all reasonable third-party costs associated with VCTC's review and approval of any plans.

9. Insurance Requirements.

¹ Payment amount equals appraisal of \$127,000 less \$28,000 offset for bridge improvement and removal work included in Exhibits B and D attached hereto.

Before beginning any work or activities under this Agreement, Developer (and any assignee under Section 12), at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for as long as the Easements granted herein remain in existence.

9.1 Workers' Compensation. Developer shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Developer with limits of not less than one million dollars (\$1,000,000.00) per accident.

9.2 Commercial General and Automobile Liability Insurance; Professional Liability.

9.2.1 Commercial General Insurance. Developer shall maintain commercial general liability insurance, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations or activities of Developer. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

9.2.2 Automobile Liability. Developer shall maintain automobile liability insurance form CA 0001 (current edition) covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle pursuant to this Agreement, whether or not owned by the Developer, on or off VCTC premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

9.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

9.2.4 Professional Liability. Professional Liability (Errors and Omissions) Insurance appropriate to the Developer and/or Developer's professional consultants with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000.

9.3 All Policies Requirements.

9.3.1 Verification of coverage. Prior to beginning any work or activities under this Agreement, Developer shall provide VCTC with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies

referenced in Section 9.2 adding the VCTC, its officers, agents, and employees as additional insureds and declaring such insurance primary in regard to work performed pursuant to this Agreement.

9.3.2 Notice of Reduction in or Cancellation of Coverage. Developer shall provide at least thirty (30) days prior written notice to VCTC of any reduction in scope or amount, cancellation, or modification adverse to VCTC of the policies referenced in Section 9.

9.3.3 Higher Limits. If Developer maintains higher limits than the minimums specified herein, the VCTC shall be entitled to coverage for the higher limits maintained by the Developer.

9.4 Waiver of Subrogation. Developer agrees to waive subrogation which any insurer of Developer may acquire from Developer by virtue of the payment of any loss. Developer agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of VCTC for all work performed by Developer, its employees, agents and contractors.

9.5 Developer's Obligation. Developer shall be solely responsible for ensuring that all equipment, vehicles and other items utilized or operated in the performance of any activities pursuant to this Agreement are and remain covered by the policies referenced in Section 9. Developer shall also ensure that all workers involved in the performance of this Agreement are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law.

9.6 Self-Insured Retention. If any of the insurance policies required under this Agreement includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers, do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this Agreement so as to not prevent any of the parties to this Agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

9.7 City Self-Insurance. The Parties acknowledge that the City is a self-insured entity. In connection with any obligations assigned and accepted by City pursuant to this Agreement, City shall maintain a program of self-insurance or excess insurance or any combination thereof, and shall name the VCTC as an additional insured thereto to protect against any liability for bodily injury or property damage arising out of or in connection with the City's obligations under this Agreement. The coverage under such program of self-insurance or excess insurance shall conform to the terms specified above and shall not be less than the applicable amounts specified above for each category of insurance. City shall supply a certificate of self-insurance to VCTC on or before the time of assignment of this Agreement. City shall notify VCTC in writing prior to any termination of such self-insurance program.

10. Indemnification.

Developer shall indemnify, defend with counsel acceptable to VCTC, and hold harmless VCTC, its officers, officials, employees and agents (collectively, with VCTC, the "VCTC Parties") from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense, including without limitation, reasonable attorney's fees and costs of litigation, (collectively "Liabilities") to the extent resulting from or arising in connection with the construction, maintenance or operation of the Hallock Rail Crossing by Developer or its contractors, employees or agents, as authorized by the Rail Crossing Easement, Drainage Pipes as authorized by the Storm Drain Easement, and Utilities, as authorized by the Utility Easement including, but not limited to, flooding of any kind caused by increased runoffs and drainage flows from East Area One or associated improvements, except to the extent that such Liabilities are caused by the gross negligence, willful misconduct, or criminal violation, of VCTC or any VCTC Parties. Developer's obligations under this Section shall survive termination of this Agreement and the Easements. All of the foregoing obligations of the Developer in this Section 10 shall be the sole and exclusive obligations of the City (as to the Hallock Rail Crossing or the Utilities) and of the HOA (as to the Drainage Structures) if the City or HOA accepts the assignment of the applicable Easements under Section 12 below.

VCTC, as to its maintenance activities for the rail maintenance and repairs to the Hallock Rail Crossing between lines two (2) feet outside of the rails of each track in accordance with PUC General Order 72-B conducted by VCTC Parties, shall indemnify, defend with counsel acceptable to City, and hold harmless City, its officers, officials, employees and agents (collectively, City Parties") from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense, including without limitation, reasonable attorney's fees and costs of litigation, (collectively "Liabilities") to the extent resulting from or arising in connection with such maintenance activities pursuant to General Order 72-B, except to the extent caused by the gross negligence, willful misconduct, or criminal violation of City or any City Parties. In the event that VCTC no longer has jurisdiction or ownership over the property containing the Rail Crossing Easement, VCTC's indemnification obligations articulated above shall terminate one year from the date that VCTC ceased to have jurisdiction or ownership over said property.

11. Hazardous Material Indemnification

To the fullest extent permitted by law, Developer, for itself and on behalf of its successors and assigns, shall and hereby agrees to defend, hold harmless, and indemnify VCTC Parties from and against any and all Losses arising out of, or related to, the discovery, presence, release, use, exacerbation, discharge, storage, generation, manufacture or disposal of any Contamination by Developer associated with the Work and/or its use of the Easements, including all Losses arising out of, or related to, any violation by Developer on, upon or within the Easement Areas of any applicable Environmental Law. Notwithstanding the prior sentence, Section 10 and Section 11 shall not apply to any Liabilities or Losses that VCTC may incur by reason of Contamination that migrates, through no fault of the Developer, to the Easement Areas after the Effective Date from other real property not owned by Developer, City, VCTC, or the HOA (the "Migrated Contamination"), or Contamination resulting from the acts or omissions of VCTC after the Effective Date (the "VCTC Contamination"), but shall apply to any Liabilities or Losses that result from the exacerbation of any such Migrated or VCTC Contamination by Developer after Developer has knowledge of the existence of such Contamination. As of the Effective Date, VCTC has no record of the existence of any Contamination on or under the Easement Areas. For the purposes of this Section 10: "Contamination" means the presence of

any chemical, compound, material, substance, or other matter that (i) is a flammable, corrosive, explosive, hazardous, toxic or regulated material, substance, or waste, or other injurious or potentially injurious material, whether injurious itself or in combination with other materials, (ii) is controlled, designated in or governed by any Environmental Law, or (iii) gives rise to any reporting, notice, or publication requirements or remediation obligation under any applicable Environmental Law; "Environmental Law" means any applicable federal, state, local or tribal statute, law, rule, regulation, ordinance, or any governmental, administrative, or judicial order, decree, directive, or decision, or any other requirement of any governmental authority, pertaining to the protection of the environmental or health and safety that may now be in effect or which may be enacted, adopted, or made effective at a future date; "Losses" means any claims, obligation, payment, fines, demands, causes of action, suits, judgments, damages, settlement, compensation, loss contingency, lien, debts, costs, expenses, losses, reasonable attorneys' fees, other legal costs, penalties, stipulated penalties, punitive damages, and liability of any kind, alleged by any person or entity or any governmental authority, including bodily injury and property damage and consequential damages awarded to a third party against VCTC Parties.

12. Assignment.

Developer may assign its rights and obligations under this Agreement with regards to any of the Easements to the City or with regards to the Storm Drain Easement to the HOA subject to the City's or HOA's (as applicable) assumption of all duties and obligations under this Agreement with respect to the subject Easement(s) assigned and upon the prior written consent of VCTC after determination by VCTC that such potential assignee, in the sole determination of VCTC, has the financial capabilities to perform all such construction, maintenance, operation and indemnification obligations. Such assignments shall be memorialized through execution of an Assignment Agreement substantially in the form of the agreement attached hereto as Exhibit G. Developer must ensure that the HOA formation documents and related recorded covenants, conditions and restrictions for the HOA require the HOA to (i) accept this Agreement and the Storm Drain Easement with regards to the Drainage Structures if offered, and (ii) require the HOA to maintain a financial reserve sufficient to meet the annual maintenance, repair and insurance obligations of the Developer for the Storm Drain Easement under this Agreement, including reasonable reserves for capital repairs and replacement all in accordance with applicable California Bureau of Real Estate ("BRE") requirements. For purposes of this Section 12, a sufficient financial reserve shall be no less than \$20,000 for annual maintenance obligations and \$214.50 for capital reserves per Schedule 1 attached with such amount subject to a yearly increase in accordance with the annual change in the Engineering News-Record's Construction Cost Index and Building Cost Index for Los Angeles, California and/or applicable BRE requirements. Any applicable HOA formation documents and related HOA Declaration of Covenants, Conditions and Restrictions must include provisions dictating that the HOA must allocate funds, as often as necessary, to ensure that the financial reserve is maintained in the required amounts and shall provide VCTC annual written confirmation that the financial reserve is fully funded. Developer shall not otherwise assign this Agreement or any rights or obligations hereunder to any entity or person without VCTC's prior written consent as required above. Following the assignment to City or HOA as permitted above, Developer shall cease to have any further obligations or liabilities under this Agreement with regards to those Easements assigned and the assignee shall assume and be solely responsible and liable to VCTC for such obligations and liabilities.

13. Binding on Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of Developer and VCTC, and each of their heirs, executors, administrators, successors in interest, and assigns, except that Developer may not transfer or assign the Agreement or any the Easements created hereunder except as provided for in Section 12 of this Agreement.

14. Events of Default; Remedies.

An event of default ("Event of Default") under this Agreement shall occur if either Party fails to comply with any of the covenants or obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice thereof (or fails to commence to cure such default within such thirty (30) day period and thereafter fails to proceed with due diligence to cure such default).

The Parties agree that upon the occurrence of an Event of Default hereunder, VCTC may pursue all remedies at law or in equity. It is expressly understood by the parties that such remedies include VCTC's right, in its sole discretion, to terminate the Easement(s) and require Developer to quitclaim one or more of the Easements to VCTC and comply with the requirements of Section 15 below. If VCTC exercises such right, the Easement(s) shall be quitclaimed from Developer to VCTC without expense to VCTC, and any and all interest in VCTC's property conveyed to Developer in the Easement(s) shall automatically revert to VCTC or its assigns and successors, without the necessity of any further action to effect such reversion.

The Parties further agree that upon an Event of Default hereunder, Developer's sole remedy is to require specific performance by VCTC of VCTC's obligations under this Agreement.

15. Restoration.

Upon termination of any of the Easements granted herein and Developer's quitclaiming all rights with regards to those terminated Easements only back to VCTC, the Developer shall, upon VCTC's request and at Developer's sole cost and expense, remove all improvements installed by Developer from the area of the Easement(s) and restore the area to its condition as of the Effective Date within a reasonable amount of time, not to exceed ninety (90) days, after notice from VCTC. If Developer fails to take the action required by this section, VCTC may remove such improvements and restore the area, and the cost and expense of such actions shall be payable by Developer.

16. Notices.

Any notice or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be personally delivered, sent by first class United States Mail , overnight air courier(next day delivery), or telecopier as follows:

VCTC: Ventura County Transportation Commission
 Attn: Executive Director
 950 County Square Drive, Suite 207
 Ventura, CA 93003
 Fax:

Developer: Limoneira Lewis Community Builders, LLC
c/o Lewis Management Corp.
1156 N. Mountain Avenue
Upland, California 91786
Attention: John M. Goodman
Fax: 909-949-6725

With copy to:
Limoneira Lewis Community Builders, LLC
c/o Lewis Management Corp.
133 N. 10th Street
Santa Paula, CA 93060
Attn.: Tim Jones
Fax: 805-229-7254

17. Governing Law.

This Agreement shall be interpreted in accordance with the laws of the State of California. Venue for any dispute or claim arising out of or in connection with this Agreement shall lie in the County of Ventura.

18. No Waiver.

No delay on the part of any party in exercising any right or remedy under this Agreement or failure to exercise the same shall operate as a waiver in whole or in part of any such right or remedy.

19. Modifications and Amendments.

This Agreement may be modified, amended or changed only by a written agreement signed by both parties.

20. Counterparts.

This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.

21. Attorneys' Fees.

In any action or proceeding arising from or relating to this Agreement commenced by a party hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees in addition to any other costs, interest and damages permitted by law.

Signatures on the following page

DEVELOPER:

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

By: Lewis Santa Paula Member, LLC
a Delaware limited liability company
its Manager

By: Lewis Management Corp.,
a Delaware corporation
its Manager

By: _____
Name : John M. Goodman
Title: Exec VP/CEO/CFO

VENTURA COUNTY TRANSPORTATION COMMISSION

Bryan MacDonald,
Chair

Approved as to Content:

Darren M. Kettle,
Executive Director

APPROVED AS TO FORM:

Steve Mattas,
General Counsel

SIGNATURES MUST BE NOTARIZED

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20____, before me, _____ a Notary Public, personally appeared _____, 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.

[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.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20____, before me, _____ a Notary Public, personally appeared _____, 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.

[SEAL]

Exhibit A

Index sheet for vehicular crossing plans

From Tract 5854 Improvement Plan Drawings 40.35.03 at City of Santa Paula

Sheet Number	Sheet Title
1	Improvement Plan Cover Sheet
2	Demolition Plan
3	Street Plan Cover Sheet
4	Hallock Drive Street Plan
5	Telegraph Road Street Plan
6	Street Sections and Details
7	Street Details
8	Street Details
9	Grade Crossing Equipment Plan - Hallock
10	Grade Crossing Equipment Plan - Hallock
11	Grade Crossing Equipment Plan - Padre Lane
12	Grading Plan Cover Sheet
13	Grading Plan
14	Electrical Pad Grading Plan
15	Sanitary Sewer Cover Sheet
16	Hallock Drive Sanitary Sewer
17	Telegraph Road Sanitary Sewer
18	Sewer Details
19	Sewer Details
20	Water Cover Sheet
21	Hallock Drive Water
22	Telegraph Road Water
23	Water Details
24	Water Details
25	Water Details
26	Reclaimed Water Cover Sheet
27	Hallock Drive Reclaimed Water
28	Reclaimed Water Details
29	Reclaimed Water Details
30	Signing and Striping Plan Hallock
31	Signing and Striping Plan Telegraph
32	Traffic Signal Installation Telegraph & Hallock
33	Traffic Signal Installation Telegraph & Hallock
34	Traffic Signal Installation Telegraph & Hallock
35	Landscape Cover Sheet
36	Offsite Site Exhibit
37	Irrigation Construction Plan
38	Irrigation Construction Plan
39	Irrigation Construction Plan

From Tract 5854 Improvement Plan Drawings 40.35.03 at City of Santa Paula

Sheet Number	Sheet Title
--------------	-------------

40	Irrigation Construction Details
41	Irrigation Construction Details
42	Irrigation Plan
43	Irrigation Plan
44	Irrigation Plan
45	Irrigation Schedule & Notes
46	Planting Plan
47	Planting Plan
48	Planting Plan
49	Soil Management Report
50	Irrigation & Planting Details
51	Irrigation & Planting Details
52	Irrigation & Planting Details
53	Irrigation Specifications
54	Planting Specifications

- Note: VCTC will reduce the Metrolink standard spec for track to Hallock crossing only, and apply a freight spec for the balance of the scope of track work. The track spec reduces from a 136# spec to a 116# track and changes from welded sections to bolting the sections. These specs will be incorporated into foregoing improvement plans by RailPros.

Exhibit A-1

Legal description of location of new vehicular crossing over the Branch Line at Hallock Drive

(PUBLIC ACCESS AND UTILITIES EASEMENT)

Those portions of Sections 11 and 12, Township 3 North, Range 21 West, San Bernardino Meridian, in the City of Santa Paula, County of Ventura, State of California, according to the Official Plat thereof, lying within the 100 foot wide right-of-way conveyed to the Ventura County Transportation Commission (VCTC) from the Southern Pacific Transportation Company in Grant Deed recorded on October 31, 1995 as Document No. 95-131252 of Official Records in the Office of the County Recorder of said County, and being more particularly described as follows:

Beginning at the southwest corner of Parcel A as shown on Parcel Map filed on November 19, 1969 in Book 6, at Page 80 of Parcel Maps, in said Office, said corner being at the intersection of the northerly line of said VCTC right-of-way with the easterly line of said Section 11 and being marked by a 1.5-inch iron pipe tagged "LS 3891" as shown on Record of Survey filed on December 13, 1993 in Book 48, at Page 72 of Records of Survey, in said Office; thence along said northerly line,

- 1st North 69°34'49" East a distance of 74.80 feet; thence leaving said northerly line,
- 2nd South 32°16'42" East a distance of 24.17 feet; thence,
- 3rd South 56°46'32" East a distance of 9.04 feet; thence,
- 4th South 32°16'42" East a distance of 41.84 feet; thence,
- 5th South 18°14'32" East a distance of 15.46 feet; thence,
- 6th South 32°16'42" East a distance of 12.94 feet to a point on the southerly line of said VCTC right-of-way; thence along said southerly line,
- 7th South 69°34'49" West a distance of 120.57 feet; thence leaving said southerly line,
- 8th North 32°16'42" West a distance of 23.53 feet; thence,
- 9th North 56°40'24" West a distance of 9.08 feet; thence,
- 10th North 32°16'42" West a distance of 38.43 feet; thence,
- 11th North 18°14'32" West a distance of 15.46 feet; thence,
- 12th North 32°16'42" West a distance of 16.95 feet to a point on said northerly line of the VCTC right-of-way; thence long said northerly line,
- 13th North 69°34'49" East a distance of 45.77 feet to the **Point of Beginning**.

Contains: 12,446 Square Feet, 0.29 Acres, more or less.

The above described parcel of land is delineated on the attached Exhibit B.

William T. Hurdle

William T. Hurdle
PLS 5453

2-16-2017

Date



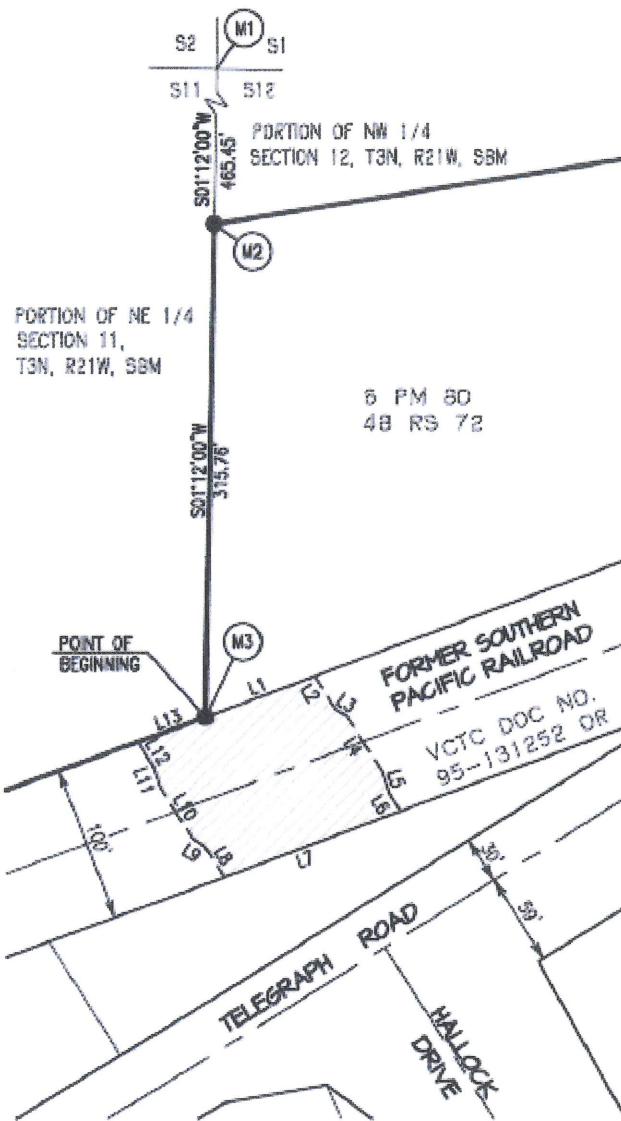
Exhibit A-2

Plat depicting new vehicular crossing over the Branch Line at Hallock Drive

EXHIBIT "B"

SHEET 1 OF 1

(PUBLIC ACCESS AND UTILITIES EASEMENT)



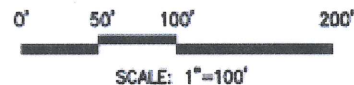
LINE DATA

LINE	BEARING	DISTANCE
L1	N69°34'49"E	74.80'
L2	S32°16'42"E	24.17'
L3	S56°46'32"E	9.04'
L4	S32°16'42"E	41.84'
L5	S18°14'32"E	15.46'
L6	S32°16'42"E	12.94'
L7	S69°34'49"W	120.57'
L8	N32°16'42"W	23.53'
L9	N56°40'24"W	9.08'
L10	N32°16'42"W	38.43'
L11	N18°14'32"W	15.46'
L12	N32°16'42"W	16.95'
L13	N69°34'49"E	45.77'

LEGEND

- (M1) SECTION CORNER 1, 2, 11, 12 - 1-1/2" IP PER 1 RS 76, 9 RS 29, 16 RS 32 & 30 RS 13 - 2" IP TAGGED "RE 6371" PER 37 RS 68, SFNF
- (M2) FD 3/4" IP (NO TAG) IN CONCRETE PER 9 RS 29, 16 RS 32, 6 PM 80, 37 RS 68 & 48 RS 72
- (M3) FD 1-1/2" IP "LS 3891" PER 48 RS 72

NE NORTHEAST
 NW NORTHWEST
 OR OFFICIAL RECORDS
 PM PARCEL MAP
 RS RECORD OF SURVEY
 SBM SAN BERNARDINO MERIDIAN
 VCTC VENTURA COUNTY TRANSPORTATION COMMISSION



AREA

12,446 SQUARE FEET/ 0.29 ACRES, MORE OR LESS

HATCHED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

William T. Hurdle 2-17-2017

WILLIAM T. HURDLE
 PLS 5453

DATE



JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977

4521 E. B. Public Access & PUF Enroll 01/09/09

Exhibit B

Index sheet for Drainage Structures plans

From Tract 5854 Improvement Plan Drawings 40.35.04 at City of Santa Paula

Sheet Number	Sheet Title
25	Grading Plan
42	Details
43	Details
44	Details

Exhibit B-1

Legal description of location of Drainage Structures

(Storm Sewer Easement)

That portion of Section 12, Township 3 North, Range 21 West, San Bernardino Meridian, in the City of Santa Paula, County of Ventura, State of California, according to the Official Plat thereof, lying within the 100 foot wide right-of-way conveyed to the Ventura County Transportation Commission (VCTC) from the Southern Pacific Transportation Company in Grant Deed recorded on October 31, 1995 as Document No. 95-131252 of Official Records in the Office of the County Recorder of said County, and being more particularly described as follows:

Commencing at the southwest corner of Parcel A as shown on Parcel Map filed on November 19, 1969 in Book 6, at Page 80 of Parcel Maps, in said Office, said corner being at the intersection of the northerly line of said VCTC right-of-way with the westerly line of said Section 12 and being marked by a 1.5-inch iron pipe tagged "LS 3891" as shown on Record of Survey filed on December 13, 1993 in Book 48, at Page 72 of Records of Survey, in said Office; thence along said northerly line, North 69°34'34" East a distance of 918.01 feet to the **Point of Beginning**, at a distance of 599.08 feet, the southeasterly corner of said Parcel A being marked by a 1.5-inch iron pipe tagged "LS 3891"; thence leaving said northerly line,

- 1st South 40°37'25" East, a distance of 106.56 feet to the southerly line of said VCTC right-of-way; thence along said southerly line,
- 2nd North 69°34'49" East, a distance of 74.59 feet; thence leaving said southerly line,
- 3rd North 40°37'25" West, a distance of 106.56 feet to said northerly line; thence along said northerly line,
- 4th South 69°34'49" West, a distance of 74.59 feet to the **Point of Beginning**.

Contains: 7459 Square Feet, 0.17 Acres, more or less.

The above described parcel of land is delineated on the attached Exhibit B.

William T. Hurdle
William T. Hurdle
P.L.S. 5453

1-12-2017
Date



Exhibit B-2

Plat depicting location of Drainage Structures

EXHIBIT "B"

SHEET 1 OF 1

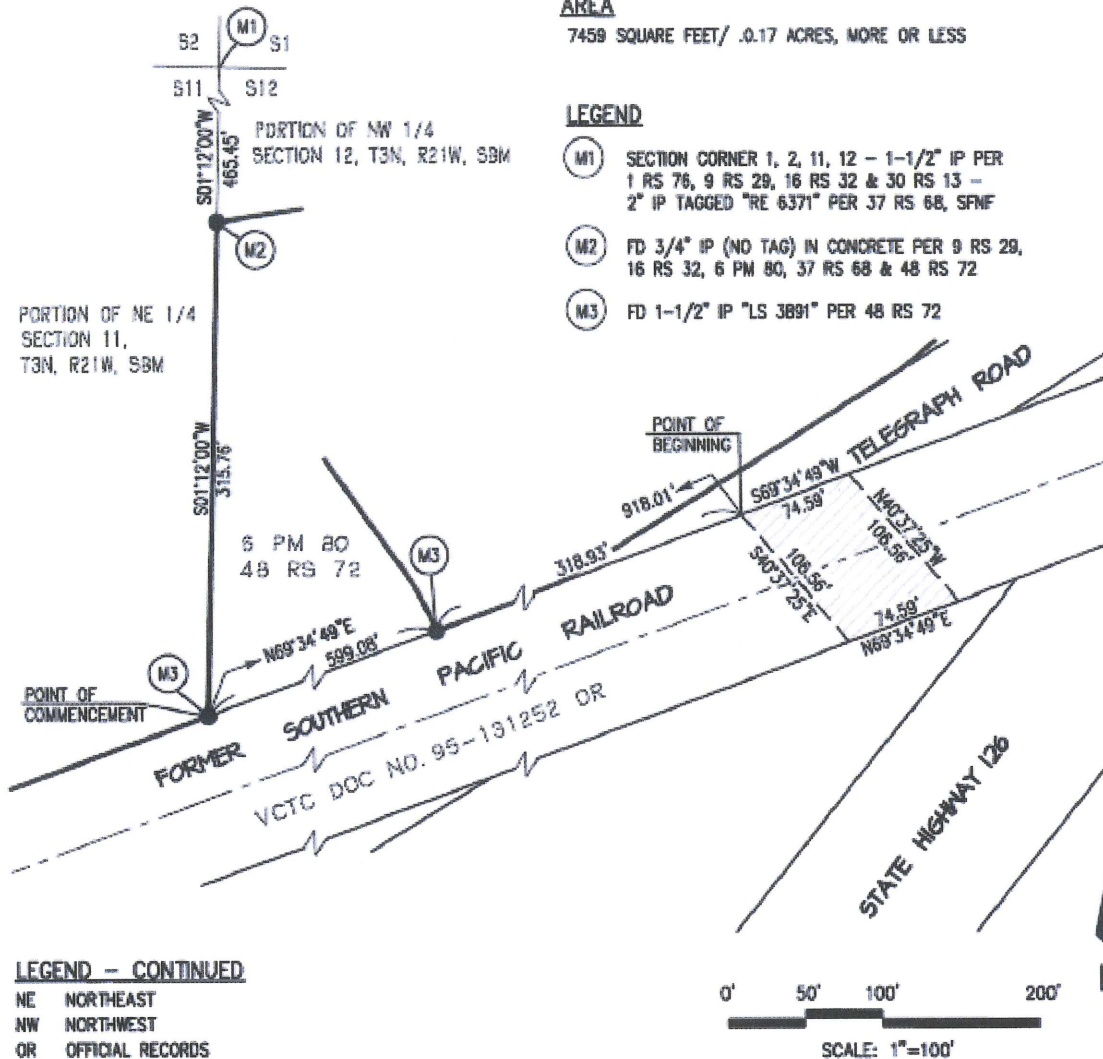
STORM SEWER EASEMENT

AREA

7459 SQUARE FEET/ .017 ACRES, MORE OR LESS

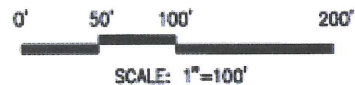
LEGEND

- (M1) SECTION CORNER 1, 2, 11, 12 - 1-1/2" IP PER 1 RS 76, 9 RS 29, 16 RS 32 & 30 RS 13 - 2" IP TAGGED "RE 6371" PER 37 RS 68, SFNF
- (M2) FD 3/4" IP (NO TAG) IN CONCRETE PER 9 RS 29, 16 RS 32, 6 PM 80, 37 RS 68 & 48 RS 72
- (M3) FD 1-1/2" IP "LS 3891" PER 48 RS 72



LEGEND - CONTINUED

- NE NORTHEAST
- NW NORTHWEST
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- RS RECORD OF SURVEY
- SBM SAN BERNARDINO MERIDIAN
- VCTC VENTURA COUNTY TRANSPORTATION COMMISSION



HATCHED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

WILLIAM T. HURDLE
PLS 5453

DATE

William T. Hurdle 1-12-2017



JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977

4521 Ex B Storm Sewer Easement AR.dwg

Exhibit C

Index sheet for plans for utilities serving East Area One

From Packing House Improvement Plans

Sheet Number	Sheet Title
1	Cover Sheet
2	Sewer Cover Sheet
3	Packinghouse Sewer
4	Sewer Details
5	Sewer Details
6	Water Cover Sheet
7	Packinghouse Water
8	Water Details
9	Water Details

Exhibit C-1

Legal description for location of utilities serving East Area One

(Public Utility Easement)

That portion of Section 12, Township 3 North, Range 21 West, San Bernardino Meridian, in the City of Santa Paula, County of Ventura, State of California, according to the Official Plat thereof, lying within the 100 foot wide right-of-way conveyed to the Ventura County Transportation Commission (VCTC) by Grant Deed from the Southern Pacific Transportation Company recorded on October 31, 1995 as Document No. 95-131252 of Official Records in the Office of the County Recorder of said County, and being more particularly described as follows:

A strip of land 33.00 feet wide lying northeasterly and adjoining the following described line:

Commencing at the southwest corner of Parcel A as shown on Parcel Map filed on November 19, 1969 in Book 6, at Page 80 of Parcel Maps, in said Office, said corner being at the intersection of the northerly line of said VCTC right-of-way with the westerly line of said Section 12 and being marked by a 1.5-inch iron pipe tagged "LS 3891" as shown on Record of Survey filed on December 13, 1993 in Book 48, at Page 72 of Records of Survey, in said Office; thence along said northerly line North 69°34'49" East a distance of 601.74 feet to the **Point of Beginning**, at a distance of 599.08 feet, the southeasterly corner of said Parcel A, being marked by a 1.5-inch iron pipe tagged "LS 3891" per said Record of Survey; thence leaving said northerly line,

1st South 29°54'44" East a distance of 101.39 feet to the southerly line of said VCTC right-of-way.

The northeasterly sideline of said 33.00 foot wide strip of land shall be prolonged or shortened so as to begin at the northerly line of said VCTC right-of-way and to end at the southerly line of said VCTC right-of-way.

Contains: 3346 Square Feet, 0.08 Acres, more or less.

The above described parcel of land is delineated on the attached Exhibit B.

William T. Hurdle
William T. Hurdle
PLS 5453

2-10-2017
Date

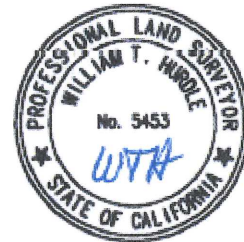


Exhibit C-2

Plat depicting location of utilities serving East Area One

EXHIBIT "B"

PUBLIC UTILITY EASEMENT

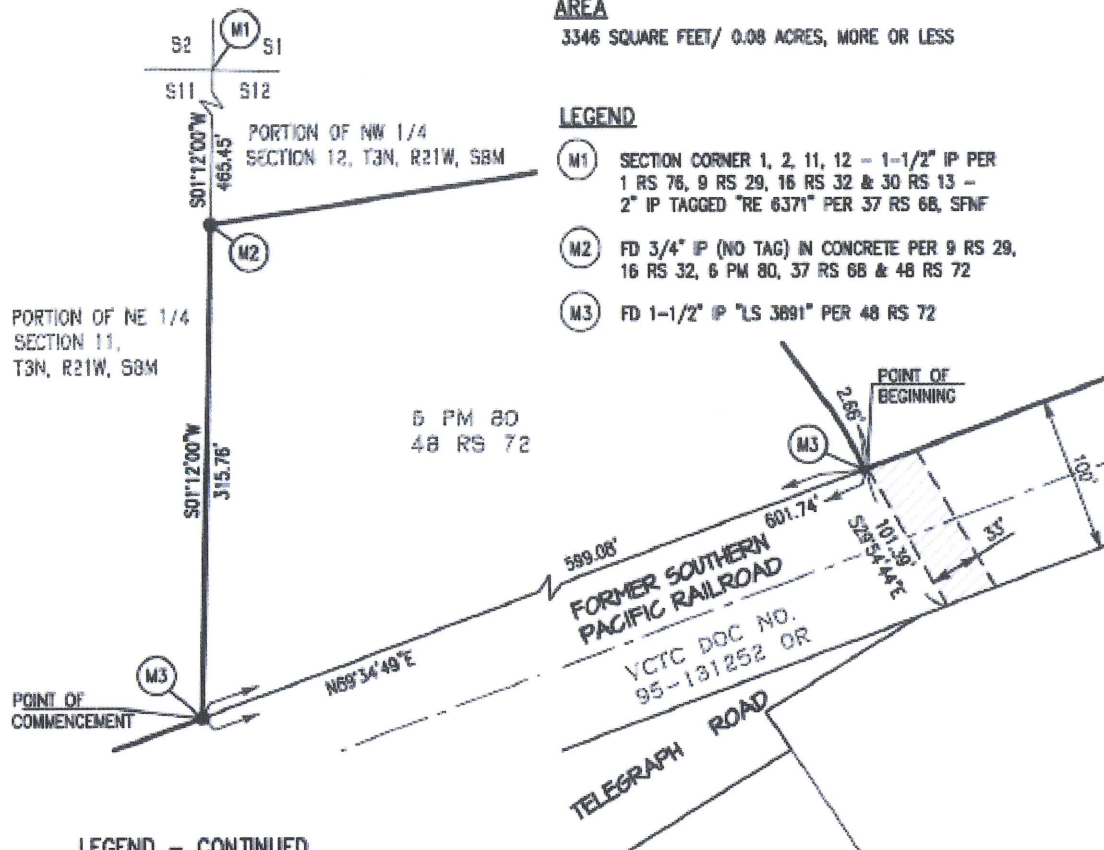
SHEET 1 OF 1

AREA

3346 SQUARE FEET/ 0.08 ACRES, MORE OR LESS

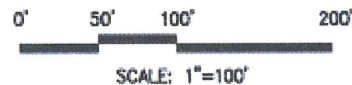
LEGEND

- (M1) SECTION CORNER 1, 2, 11, 12 - 1-1/2" IP PER 1 RS 76, 9 RS 29, 16 RS 32 & 30 RS 13 - 2" IP TAGGED "RE 6371" PER 37 RS 68, SFNF
- (M2) FD 3/4" IP (NO TAG) IN CONCRETE PER 9 RS 29, 16 RS 32, 6 PM 80, 37 RS 68 & 48 RS 72
- (M3) FD 1-1/2" IP "LS 3891" PER 48 RS 72



LEGEND - CONTINUED

NE NORTHEAST
 NW NORTHWEST
 OR OFFICIAL RECORDS
 PM PARCEL MAP
 RS RECORD OF SURVEY
 SBM SAN BERNARDINO MERIDIAN
 SFNF SEARCH FOR NOT FOUND
 VCTC VENTURA COUNTY TRANSPORTATION COMMISSION



HATCHED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

William T. Hurdle 2-10-2017
 WILLIAM T. HURDLE DATE
 PLS 5453



JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977

45271 E. & AVE. Court 100, Long

Exhibit D

Index sheet for plans for removal of existing private rail crossing and existing bridge and associated rail work

From East Area 1 Rail Improvement Plans

Sheet Number:

- 1 Improvement Plan Cover Sheet
- 2 Abbreviations And Geometry
- 3 Survey Control Plan
- 4 Hallock Track Plan
- 5 Hallock Track Plan
- 6 Typical Sections
- 7 Hallock X - Sections
- 8 Hallock X - Sections
- 9 Hallock X - Sections
- 10 Hallock X - Sections
- 11 Padre Ln X - Sections
- 12 Padre Ln X - Sections
- 13 Padre Ln X - Sections
- 14 Padre Ln X - Sections
- 15 Private Drive Crossing Closure Plan
- 16 Padre Lane Crossing Closure Plan (Phase 2)
- 17 Hallock Drive Location Layout
- 18 Hallock Drive Track Circuits
- 19 Hallock Drive Crossing Controller
- 20 Hallock Drive Gate Circuits
- 21 Hallock Drive Gate Circuits
- 22 Hallock Drive Power Distribution
- 23 Hallock Drive Terminal Board
- 24 Hallock Drive Cable Plan
- 25 Padre Lane Location Layout
- 26 Padre Lane Power Distribution
- 27 Padre Lane Case Relay Circuits
- 28 Padre Lane Case Relay Circuits

Sheet Number:

- 29 Padre Lane Track Circuits
- 30 Padre Lane Xing Connections
- 31 Padre Lane Gate Circuits
- 32 Padre Lane Gate A Circuits
- 33 Padre Lane Case Layout - Relay Side
- 34 Padre Lane Case Layout - Track Circuit
- 35 Hwy 126 Location Layout
- 36 Hwy 126 Location Layout
- 37 Hwy 126 Power Distribution
- 38 Hwy 126 Case Relay Circuits
- 39 Hwy 126 Case Relay Circuits
- 40 Hwy 126 Track Circuits
- 41 Hwy 126 Xing Connections
- 42 Hwy 126 Xing Connections - A & C Gates
- 43 Hwy 126 Gate Circuits
- 44 Hwy 126 A Gate Circuits
- 45 Hwy 126 B Gate Circuits
- 46 Hwy 126 C Gate Circuits
- 47 Hwy 126 Case Layout - Relay Side
- 48 Hwy 126 Case Layout - Track Circuit

Exhibit D-1

Location of existing private rail crossing and existing bridge to be removed and associated rail work

Exhibit E

Index sheet for plans for removal of existing timber trestle and installation of a concrete culvert

From Tract 5854 Improvement Plan Drawings 40.35.04 at City of Santa Paula

Sheet Number	Sheet Title
25	Grading Plan
42	Details
43	Details
44	Details

Exhibit E-1

Location of existing timber trestle

See location as shown in Exhibit D-1

Exhibit F

Map depicting location of Temporary Construction Easement

See location as shown in Exhibit D-1

Exhibit G
Form of Assignment Agreement

**Recording Requested by
and when Recorded, return to:**

Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003
Attn: Executive Director

Exempt From Recording Fees Per
Government Code §§ 6103

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT OF NON-EXCLUSIVE EASEMENT AGREEMENT

This Assignment of Non-Exclusive Easement Agreement (the "**Assignment**") is made and entered to on _____ 201__, (the "**Assignment Date**") between Limoneira Lewis Community Builders, LLC a Delaware limited liability company ("**Assignor**") and City of Santa Paula, a municipal corporation ("**Assignee**").

RECITALS

A. Assignor is a party to that certain Non-Exclusive Easement Agreement with the Ventura County Transportation Commission, a California public agency ("**VCTC**") dated _____, 2016 and recorded as Document No. _____ on _____, 2016 in the Ventura County Records (the "**Easement Agreement**") which concerns the real property identified on **Exhibit 1** attached hereto (the "**Property**").

B. Assignor desires to assign, and Assignee desires to assume, all of the rights and obligations of Assignor under the Easement Agreement and the Rail Crossing Easement therein related to the Hallock Rail Crossing, and all rights and obligations of Assignor under the Easement Agreement and the Utility Easement therein related to the Utilities all in accordance with the terms of the Easement Agreement.

Therefore, the Parties agree, effective upon the Assignment Date, as follows:

1. **Assignment of Rights and Obligations.** Assignor hereby transfers, assigns and delivers to Assignee all of Assignor's rights and obligations under the Easement Agreement and the Rail Crossing Easement therein related to the Hallock Rail Crossing, and all rights and obligations of Assignor under the Easement Agreement and the Utility Easement therein related to the Utilities, including without limitation all obligations of Assignor under Section 10, Indemnification, and Section 11, Hazardous Material Indemnification, of the Easement Agreement, all in accordance with the terms of Section 12 of the Easement Agreement.

2. **Assumption of Obligations.** Assignee hereby assumes all of Assignor's right and obligations under the Easement Agreement and the Rail Crossing Easement therein related

to the Hallock Rail Crossing, and all rights and obligations of Assignor under the Easement Agreement and the Utility Easement therein related to the Utilities, including without limitation all obligations of Assignor under Section 10, Indemnification, and Section 11, Hazardous Materials Indemnification, of the Easement Agreement, all in accordance with the terms of Section 12 of the Easement Agreement.

3. **Further Cooperation.** Assignor shall, at any time and from time to time, upon written request therefor, but at no cost or expense to Assignor, sign and deliver to Assignee, its nominees, successors and/or assigns, any new or confirming instruments and perform any other acts which Assignee, its nominees, successors, and/or assigns may reasonably request to transfer fully to Assignee, its nominees, successors, and/or assigns, all interests of Assignor intended to be transferred and assigned hereby. Assignor shall cooperate with Assignee, at no cost or expense to Assignor, to enforce the rights assigned hereby, including the pursuit of any claims under the Easement Agreement.

4. **Representations and Warranties.** Assignor represents and warrants to Assignee, to Assignors actual knowledge, as of the Assignment Date as follows:

4.1. The Easement Agreement has not been materially amended;

4.2. The Easement Agreement is in full force and effect and has not been terminated by VCTC.

4.3. VCTC is not in material default under the Easement Agreement.

The term "**actual knowledge**" as used in this Paragraph means the actual knowledge, without independent investigation or any duty to investigate, of Doug Mull, who is the employee of Lewis Management Corp. and has the most knowledge about the Property as of the Assignment Date.

5. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, and assigns of all the Parties.

6. **Effectiveness and Amendments.** This Assignment may not be amended except by an agreement in writing signed by the Parties or their respective successors in interest. This Assignment shall be effective on the Assignment Date.

7. **Severability.** Any provision of this Assignment which is proven to be invalid, void, or illegal shall not affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full effect.

8. **Attorneys' Fees.** If any action or proceeding relating to this Assignment brought by any Party against another Party, inclusive of all appeals of any such actions or proceedings, the prevailing Party shall be entitled to recover, reasonable costs and expenses as determined by the Court, including, without limitation, attorneys' fees, expert witness fees, and court costs, incurred for prosecution, defense, consultation, or advice in such action or proceeding.

[SIGNATURES FOLLOW ON NEXT PAGE]

SIGNATURE PAGE

“Assignor”

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

By: Lewis Santa Paula Member, LLC
a Delaware limited liability company
its Manager

By: Lewis Management Corp.,
a Delaware corporation
its Manager

By: _____
Name: John M. Goodman
Title: Exec VP/CEO/CFO

“Assignee”

CITY OF SANTA PAULA,
a municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____, City Clerk

REVIEWED AND APPROVED:

VENTURA COUNTY TRANSPORTATION COMMISSION

By: _____
Chair

2844619.1

Schedule 1

Annual Storm Drain Maintenance Operating Budget and Reserve Costs

Operating

Storm Drain (VCTC) Annual Maintenance Allocation	\$20,000.00
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Reserves- Annual Reserve Allocation

CONCRETE APRON	\$ 66.50
RETAINING WALLS	\$ 17.50
CONCRETE SURFACE CULVERT	\$ 48.00
RIPRAP CHANNEL	\$ 60.00
CONCRETE INLET	\$ 22.50

Annual Total	<u>\$20,214.50</u>
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