



# City of San Juan Bautista

The "City of History"

[www.san-juan-bautista.ca.us](http://www.san-juan-bautista.ca.us)

## AGENDA SPECIAL CITY COUNCIL MEETING

TUESDAY ~ JULY 12, 2022 ~ 6:00 PM

### ~ PUBLIC PARTICIPATION BY ZOOM ONLY ~

Join Zoom Meeting <https://zoom.us/j/81424642057>

or call 1 (669) 900-6833

Meeting ID: 814 2464 2057

#### THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-29-20

In order to minimize the spread of the COVID 19 virus the City Council is conducting this meeting by Zoom conference and will be offering alternative options for public participation. *Please follow the CDC Guidelines regarding preventative measures and do your part to help flatten the curve and prevent further spread of COVID-19.*

Public comments will be taken on items on the agenda at the times the matters are heard by the Council. To provide verbal public comment call the phone number listed above or log into zoom and enter the meeting id number as listed above.

When the Mayor announces public comment is open, press \*9 on your telephone keypad or if joining by Zoom, use the raise your hand icon. When called to speak, please limit your comments to three (3) minutes, or such other time as the Mayor may decide, consistent with the time limit for all other speakers.

Written comments may be mailed to the Deputy City Clerk at City Hall (P.O. Box 1420, San Juan Bautista, CA 95045), or emailed to [deputycityclerk@san-juan-bautista.ca.us](mailto:deputycityclerk@san-juan-bautista.ca.us) not later than 5:00 p.m., July 12, 2022, and will be read into the record during public comment.

In compliance with the Americans with Disabilities Act, and Governor's Order N-29-20, the City will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the Deputy City Clerk a minimum of 48 hours prior to the meeting at (831) 623-4661.

1. Call to Order  
Pledge of Allegiance  
Roll Call
2. Public Comment Only on Items on the Agenda
3. Closed Session

#### A. Conference With Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of CA Govt. Code Section 54956.9: one potential case.

#### B. Evaluation Of Public Employee

City Manager

**4. Action Item**

**A. Approve Affidavit of Posting Agenda**

**5. Discussion Item**

**A. Consider Adoption of Resolution Approving the First Amendment to the Reimbursement Agreement Between the City and SJB Alameda Enterprises, LLC, for Construction of a Right Turn Lane on State Route 156 At Its Intersection With The Alameda**

**B. Public Meeting Format Changes Anticipated for July 19, 2022. Regular Meeting**

**6. Adjournment**

**AFFIDAVIT OF POSTING**

I, VERONICA MUNOZ NORIEGA, DO NOW DECLARE, UNDER THE PENALTIES OF PERJURY THAT I AM THE OFFICE ASSISTANT FOR THE CITY OF SAN JUAN BAUTISTA, AND THAT I POSTED THREE (3) TRUE COPIES OF THE ATTACHED CITY COUNCIL MEETING AGENDA. I FURTHER DECLARE THAT I POSTED SAID AGENDA ON THE 8<sup>th</sup> DAY OF JULY 2022, AND I POSTED THEM IN THE FOLLOWING LOCATIONS IN SAID CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA.

1. ON THE BULLETIN BOARD AT CITY HALL, 311 SECOND STREET.
2. ON THE BULLETIN BOARD AT THE CITY LIBRARY, 801 SECOND STREET.
3. ON THE BULLETIN BOARD AT THE ENTRANCE TO THE UNITED STATES POST OFFICE, 301 THE ALAMEDA

SIGNED AT SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA,  
ON THE 8<sup>th</sup> DAY OF JULY 2022.



---

VERONICA MUNOZ NORIEGA, OFFICE ASSISTANT



## **CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT**

**AGENDA TITLE:**            **DISCUSSION ITEM REGARDING  
A RESOLUTION APPROVING A FIRST  
AMENDMENT TO THE REIMBURSEMENT  
AGREEMENT FOR CONSTRUCTION OF A  
RIGHT TURN LANE ON STATE ROUTE 156 AT  
ITS INTERSECTION WITH THE ALAMEDA**

**MEETING DATE:**        **JULY 12, 2022**

**DEPARTMENT HEAD: CITY MANAGER/CITY ATTORNEY**

---

### **RECOMMENDED ACTION:**

Discuss and provide direction concerning the Resolution attached as **Exhibit A** approving the “First Amendment to Reimbursement Agreement,” subject to final review and approval of the City Manager and the City Attorney, and authorize and direct the Mayor to sign the First Amendment on behalf of City.

### **BACKGROUND INFORMATION:**

On February 4, 2014, the Planning Commission approved, on an application received from Mr. Harbhajan (Harvey) Dadwal on behalf of SJB Development, LP. (“SJB Development”), Conditional Use Permit 2014-11 for a project consisting of one single-story building comprising of a 2,980 square foot convenience store, a separate 3,342 square foot quick-serve restaurant, and a gas station with 12 fuel dispensing stations (the “Project”) on the property then owned by SJB Development located at 404-408 The Alameda (APN 002-52-012) at the south-west corner of The Alameda and State Route 156.

On November 18, 2014, the City Council denied an appeal of the Project and approved Conditions of Approval for the Project. The Council’s Conditions of Approval differed slightly from those adopted by the Planning Commission. City Council Condition of Approval No. 18 provided for SJB Development to contribute \$200,000 for the construction of an eastbound right turn lane (“Right Turn Lane”) on the south side of State Highway 156 at its intersection with The Alameda (“Intersection”) and to enter into a Reimbursement Agreement for reimbursement of SJB Development for its costs in excess of the Project’s fair share. Condition 18 provided for construction of the Right Turn Lane to commence prior to or concurrent with the construction of the Project. The Project cannot be granted an occupancy permit until the Right Turn Lane is completed.



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

A traffic analysis was completed for the Project to determine the cumulative traffic impact on the Intersection resulting from the Project. This analysis determined the impact from the Project and from prospective future development would not result in the need for construction of the Right Turn Lane until 2035, hence the construction in conjunction with the Project was determined to be over capacity.

On August 18, 2015, SJB Development and the City entered into a Reimbursement Agreement to provide for the City to construct the Right Turn Lane and to be reimbursed by SJB Development in the amount of \$200,000 and for SJB Development to be reimbursed in turn from fees and exactions imposed upon prospective future projects which contribute to cumulative impact of traffic on the Intersection, such that SJB Development's payment to the City would be equal to the Project's fair share cost for the Right Turn Lane. At the time the Reimbursement Agreement was entered into the cost of the Right Turn Lane was estimated to be \$240,000. The Copperleaf Development contributed 20% (\$44,000) of this amount to the Right-Hand Turn Lane.

The Project was subsequently subject to delays due to litigation. SJB Alameda Enterprises, LLC, ("Alameda Enterprises") has now succeeded to SJB Development's interest in the property and the Project. It has been further delayed by the negotiations regarding the payment for the Right Turn Lane, the City's development fees, and the Cal Trans review. The project has been approved for its building permit since December 2021, but the nature of the fee payments and when they will be paid was tied up in the Amendment to the Reimbursement Agreement negotiations. Cal Trans had the completed building plans at its District 5 Office for four months and then decided to send them to Sacramento for approval. They halted their review in 2021, when the SJB Development was unable to acquire the right-of-way required for the Right Turn Lane.

### DISCUSSION

The California Department of Transportation, ("Cal Trans"), Alameda Enterprises, and the City now wish to continue to provide for the Right Turn Lane to be constructed prior to or concurrent with the Project, provide for a new traffic analysis to be completed, and recognize that the construction of the Right Turn Lane at this time is likely to continue to be in excess of capacity, and that the costs of construction have increased substantially since 2015 to an amount estimated to be in excess of \$600,000 and may be expected to continue to increase in the future.

Accordingly, Council may wish to discuss and consider amending the Reimbursement Agreement in accordance with the First Amendment (attached hereto as **Exhibit B**) to extend its term to August 31, 2042, unless otherwise extended or terminated earlier, to provide for the City to construct the Right Turn Lane and to be reimbursed for the full cost of construction by Alameda Enterprises and for the City to in turn reimburse Alameda Enterprises for Alameda



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

Enterprises' payment in excess of Alameda Enterprises' fair share, as conclusively determined by the new traffic analysis, of the cost for the Right Turn Lane from fees and exactions imposed on future development within a benefit area to be defined by the new traffic analysis which contribute to the cumulative traffic impact on the Intersection, and if necessary, from a portion of the sales tax revenue generated by the Project, until such time as Alameda Enterprises has been reimbursed such that Alameda Enterprises' unreimbursed payment to the City is equal to the Project's fair share.

To-restart the Cal Trans review, the City has assumed the responsibility for acquiring the right-of-way. The City's consultant Hamner Jewel was retained for \$16,000 in May, and they are familiar with process dictated by Cal Trans. The Reimbursement Agreement stipulates how the City will be reimbursed for these costs.

Most importantly, the Agreement proposes that the estimated \$85,000 in impact fees be applied to the Right Turn Lane cost as a credit, or deferred until payment of the impact fees until occupancy. The Traffic Impact fees of an estimated amount of \$31,000 would be appropriately applied to the construction of the Right Turn Lane, and it makes sense to credit Alameda Enterprises rather than have them pay the fees, only to be reimbursed. The balance of impact fees (that apply to schools, public safety, parks, libraries, etc), are recommended to be deferred until the Project and the Right Turn Lane are completed so they can be paid by permanent project financing (rather than the short-term construction loan, thereby reducing the amount of the short-term construction loan) for the project by Alameda Enterprises. Agreeing to these terms is now the critical path for the Project to start construction.

Lastly, the consideration of the sales tax contribution is simply a guarantee. The City is being asked to supplement the payment to Alameda Enterprises if after 20-years Alameda Enterprises has not been fully reimbursed. There is a risk for the City that this may happen, but interest in developing the industrial properties on San Juan Hollister Road, and Lang Street offer some assurance that there will adequate contributions made by these future projects to satisfy the Alameda Enterprises' debt without impact the City's general fund. In the First Amendment, the City has agreed to complete a traffic impact benefit study that defines which properties when developed will be contributing to this Right Turn Lane. The same analysis is required for the north part of town in relation to the Round-About and Meritage reimbursement agreement approved earlier this year.

### FISCAL IMPACT:

If all goes according to plan there should be no fiscal impact on the city provided sufficient new future development provides sufficient fair share contributions to make Alameda Enterprises whole for the amount spent in excess of Alameda Enterprises fair share – but the First



## **CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT**

Amendment, like the Reimbursement Agreement, makes the City responsible for any shortfall. This contribution from Alameda Enterprises is being offered without interest or penalties except for the guarantee of satisfying the debt after 20-years including with some part of the sales tax it generates.

The second largest generation of sale tax comes to the City from its only gas station. Adding this second gas station to the collection of sales tax, could easily generate \$100,000 per year for the City's General Fund.

**CEQA:** Exempt per Section 15061(b) (3) of State CEQA Guidelines. The First Amendment merely sets forth the roles of the Parties with respect to funding of the Project. Therefore, it can be seen with certainty that there is no possibility that the execution of the First Amendment may have a significant effect on the environment.

### **ATTACHMENTS:**

Exhibit A - Proposed Resolution

Exhibit B - First Amendment to the Reimbursement Agreement

**RESOLUTION NO. 2022-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN  
BAUTISTA APPROVING THE FIRST AMENDMENT TO THE  
REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND  
SJB ALAMEDA ENTERPRISES, LLC, FOR CONSTRUCTION OF A RIGHT  
TURN LANE ON STATE ROUTE 156 AT ITS INTERSECTION  
WITH THE ALAMEDA**

**-o0o-**

**WHEREAS**, on February 4, 2014, the Planning Commission approved Conditional Use Permit 2014-11 for one single-story building consisting of a 2,980 square foot convenience store, a separate 3,342 square foot quick-serve restaurant, and a gas station with 12 fuel dispensing stations (“Project”) on the property then owned by SJB Development, LP. located at 404-408 The Alameda (APN 002-52-012) at the corner with State Route 156; and

**WHEREAS**, on November 18, 2014, the City Council denied an appeal of the Project and approved Conditions of Approval for the Project; and

**WHEREAS**, City Council Condition of Approval No. 18 provided for SJB Development to contribute \$200,000 for the construction of a deceleration and right turn lane (“Right Turn Lane”) on the south side of State Highway 156 at its intersection with The Alameda (“Intersection”) and to enter into a Reimbursement Agreement with the City for reimbursement to SJB Development for its contribution found to be in excess of the Project’s fair share cost; and

**WHEREAS**, the traffic analysis for the Project determined the cumulative traffic impact on the Intersection resulting from the Project and from prospective future development would not result in the need for construction of the Right Turn Lane until 2035, hence construction in conjunction with the Project was determined to be over-capacity; and

**WHEREAS**, on August 18, 2015, SJB Development and the City entered into a Reimbursement Agreement to provide for the City to construct the Right Turn Lane and to be reimbursed by SJB Development and in turn for SJB Development to be reimbursed for its contribution from fees and exactions imposed upon prospective future projects which contribute to cumulative impact of traffic on the Intersection such that SJB Development’s contribution to the City was equal to the Projects fair share cost for the Right Turn Lane; and

**WHEREAS**, on January 26, 2022, by Grant Deed, SJB Alameda Enterprises, LLC, (“Alameda Enterprises”) has succeeded to SJB Development’s interest in the property and the Project; and



**WHEREAS**, Condition 18 has to be met, the California Department of Transportation (Cal Trans”), Alameda Enterprises, and the City wish to continue to provide for the Right Turn Lane be constructed completed before the occupancy of the project can be granted, provide for a new traffic analysis to be completed, and recognize excess of capacity of the design to accommodate traffic estimates through 2035, and that due to the need to incorporate design changes required by Cal Trans, cost of construction materials and other various reasons, the cost of construction of the Right Turn Lane at this time have increased substantially since 2015 and are expected to continue to increase in the future; and

**WHEREAS**, Alameda Enterprises and the City now desire to amend the Reimbursement Agreement to extend its term to August 31, 2042, unless otherwise extended or terminated earlier, to provide for the City to construct the Right Turn Lane and to be reimbursed for the full cost of construction by Alameda Enterprises and for the City to in turn reimburse Alameda Enterprises for Alameda Enterprises’ payment of construction costs in excess of Alameda Enterprises fair share, to be conclusively determined by the new traffic analysis, of the cost for the Right Turn Lane from fees and exactions imposed on future development within a benefit area as defined by the new traffic analysis which contribute to the cumulative traffic impact on the Intersection and if necessary, from a portion of the sales tax revenue generated by the Project.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA HEREBY RESOLVES AS FOLLOWS:**

**SECTION 1.** This Council hereby approves the “First Amendment to Reimbursement Agreement” (the referenced seven page (without exhibits), subject to final review and approval of the City Manager and the City Attorney, and authorizes and directs the Mayor to sign the First Amendment on behalf of City.

**THE FOREGOING RESOLUTION WAS ADOPTED** at a special meeting of the San Juan Bautista City Council duly called and held on the 12th day of June, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**Leslie Q. Jordan, Mayor**

**ATTEST:**

---

**Don Reynolds, City Manager/Acting City Clerk**

**APPROVED AS TO FORM:**

---

**Robert W. Rathie, City Attorney**

## FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT

This FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT ("Amendment") is made and entered into as of \_\_\_\_\_, 2022, (the "Effective Date") by and among CITY OF SAN JUAN BAUTISTA (the "City"), a California general law city, and SJB ALAMEDA ENTERPRISES, LLC, a California limited liability company ("Alameda Enterprises"). The City and Alameda Enterprises may be referred to individually as a "Party" or collectively as the "Parties."

### RECITALS

**WHEREAS**, the City and SJB Development, LP. previously entered into a Reimbursement Agreement, dated as of August 18, 2015 (the "Agreement"), which is attached hereto as **Exhibit "A"** and incorporated by reference; and

**WHEREAS**, Alameda Enterprises by operation of a Grant Deed dated January 26, 2022 (a copy of which is attached hereto as **Exhibit "B"**), succeeded to all interest of SJB Development, LP in the Property, the Project and to SJB Development, LP's, interest under the Agreement; and

**WHEREAS**, the Agreement provides that the City will be responsible for the construction of an eastbound Right Turn Lane (the "RTL") on the south side of State Highway Route 156 (SR 156) at its intersection with The Alameda (the "Intersection") which is also to act as a deceleration lane, including obtaining all necessary permits and approvals to construct the same. At the time the Agreement was entered into it was estimated that the RTL would cost an estimated \$240,000 to construct; and

**WHEREAS**, as a Condition of Approval for a project consisting of a Fuel Station, Convenience Store and Quick Serve Restaurant to be located at the corner of SR 156 and The Alameda (the "Project"), the Agreement required that SJB Development, LP. contribute \$200,000 towards the construction of the RTL and that the City would reimburse SJB Development, LP, for the amount of that contribution found to be in excess of SJB Development, LP's Fair Share of the RTL's Construction Cost, based upon the "SR 156/The Alameda Intersection Study" for the Project prepared by Hatch Mott MacDonald and dated as of July 1, 2014, attached hereto as **Exhibit "C"** (the "Hatch Mott MacDonald Traffic Analysis") which found the cumulative traffic impact on the Intersection resulting from the Project and from the potential for additional development would necessarily result in the need for construction of the RTL by the year 2035; and

**WHEREAS**, in accordance with the Hatch Mott MacDonald Traffic Analysis the requirement in the Agreement to construct the RTL prior to 2035 was in excess of capacity; and

**WHEREAS**, both Parties desire the construction of the RTL be completed prior to or concurrent with the completion of the Project; and

**WHEREAS**, it is estimated that the RTL will now cost in approximately \$700,000 to construct, of which Alameda Enterprises' Fair Share will be a portion determined in accordance with "Attachment 1, State Route 156 Eastbound Right Turn Lane at the Alameda Cost Allocation"



prepared by Keith Higgins, Traffic Engineer, dated July 7, 2022, as each Fair Share contribution is subsequently adjusted based upon the actual RTL Construction Cost (the “Final Higgins Cost Allocations”) attached hereto and incorporated herein as **Exhibit D**; and

**WHEREAS**, “Fair Share” in context of the RTL shall mean the exactions levied upon a project to mitigate the Project’s proportionate impact on the Intersection as identified in the Final Higgins Cost Allocation in the form of the developer’s obligation to pay an equitable portion of the City’s RTL Construction Cost; and

**WHEREAS**, in order to ensure that the RTL is complete prior to or concurrent with the completion of the Project, the City and Alameda Enterprises now wish to amend the Agreement to provide for Alameda Enterprises to reimburse the City for the City’s total cost of the RTL design and construction including, but not necessarily limited to, obtaining all permits including the CalTrans Permits; real property acquisition including the engagement of a right of way acquisition consultant; all CEQA mitigations; undergrounding of utilities; utility connections; site control; and maintaining safety standards during construction (collectively, the “RTL Construction Cost”); and

**WHEREAS**, as further described in this Amendment, the City agrees to collect and commits to use certain funds to reimburse Alameda Enterprises for the amount of Alameda Enterprises’ payments to the City that exceed Alameda Enterprises’ Fair Share of the RTL Construction Cost. Such funds shall be generated from Development Traffic Impact and Regional Traffic Impact Fees collected by the City assessed for the Project’s traffic impact on the Intersection and from the Fair Share of those exactions collected by the City from the development sources identified in the Final Higgins Cost Allocation; and

**WHEREAS**, by entering into the Agreement and this Amendment the City makes no commitment to approve any future development.

**NOW, THEREFORE**, in consideration of the foregoing, the promises and mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Paragraph 1 of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**“1. Alameda Enterprises Reimbursement of City Cost to Construct the RTL.** Alameda Enterprises shall reimburse the City for the RTL Construction Cost in the manner described in this Section 1.

**1.1 Selection of Contractor.** The City will contract with the lowest responsive and responsible bidder (the “Low Bidder”) to undertake construction of the RTL, pursuant to the plans and specifications as approved by the California Department of Transportation (the “RTL Plans and Specifications”), after notice to bidders inviting bids in accordance with Sections 20162 and 20163 of the California Public Contract Code and following award of a contract to the Low Bidder for the Project by the City Council in the amount of the low bid together with any accepted bid alternatives (“Contract Award Amount”).



**1.2 Construction of Right Turn Lane.** The City shall be responsible for obtaining all permits and approvals for constructing the RTL pursuant to the RTL Plans and Specifications. The City shall be responsible for engaging a right of way acquisition consultant to prepare for and proceed with the acquisition of all interest(s) in real property necessary for the construction of the RTL. The cost for the engagement of the right of way acquisition consultant and the acquisition of all interest in real property necessary for the construction of the RTL shall be included in the RTL Construction Cost and be eligible for reimbursement to Alameda Enterprises, pursuant to the process set forth in Section 2 of this Amendment. The City will use all reasonable efforts to plan, undertake and complete construction of the RTL concurrent with Alameda Enterprises' construction of the Project. The Parties intend that the RTL shall be completed on or about the time of final completion of the Project.

**1.3 Invoices.** Upon the City's periodic payments to its contractors and subcontractors of any tier for the City's RTL Construction Costs the City shall provide to Alameda Enterprises a copy of the invoice(s) paid and proof(s) of payment by the City (the "City Payment Proof"). The Parties acknowledge that in accordance with Section 1720 et seq. of the California Labor Code, due to the City's use of public funds to construct of the RTL payment of prevailing wage is required for construction of the RTL.

**1.4 Payment of City's RTL Construction Costs.** Alameda Enterprises will reimburse the City in full for the amount of each City Payment Proof provided to Alameda Enterprises. Reimbursement shall be made by Alameda Enterprises to the City within thirty (30) days of Alameda Enterprises' receipt of the City Payment Proof.

**1.5 Alameda Enterprises' Fair Share.** Alameda Enterprises' Fair Share of the RTL Construction Cost will be as determined by the Final Higgins Cost Allocation which shall conclusively establish Alameda Enterprises' Fair Share of the RTL Construction Costs based upon the final RTL Construction Cost and the proportionate traffic impact on the Intersection of projects which contribute to those impacts, including the Alameda Enterprises' Project. Alameda Enterprises agrees to be bound by the Fair Share determination established by the Final Higgins Cost Allocation. In no event shall Alameda Enterprises' contribution to the RTL Construction Cost exceed its Fair Share as determined by the Final Higgins Cost Allocation.

**1.6 Increase In the Contract Award Amount.** If the amount of the RTL Construction Cost increase for any reason by an amount equal to or greater than 15% of the Contract Award Amount but less than 20% of the Contract Award Amount, the City agrees to notify Alameda Enterprises in writing of the cost increase. In the event of such an increase, City agrees to administratively extend the duration of its reimbursement obligations to Alameda Enterprises under this Agreement by an additional five (5) years, that is to 2047. If the amount of the City's RTL Construction Costs increase for any reason by an amount equal to or in excess of 20% of the Contract Award Amount the City agrees to administratively extend the duration of its reimbursement obligation to Alameda Enterprises by ten (10) years, that is to 2052.



Any such extension to be documented in a writing signed by both parties with the City Manager having the authority to act in an administrative capacity for the City.”

2. Paragraph 2 of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**“2. City’s Reimbursement of Alameda Enterprises.** The City agrees to reimburse Alameda Enterprises for Alameda Enterprises’ payment of the RTL Construction Cost that exceeds Alameda Enterprises’ Fair Share as determined by the Final Higgins Cost Allocation. Alameda Enterprises and each development identified in the Final Higgins Cost Allocation during any Term of the Agreement, as the Agreement may be amended, will be required to contribute its proportionate Fair Share to the RTL Construction Cost. In no event shall such development contribute more than the cost of the RTL less Alameda Enterprises’ Fair Share. The City shall collect Traffic Impact Fees, Regional Traffic Impact Fees, and allocate Fair Share contributions from development(s) identified in the Final Higgins Cost Allocation for the purpose of reimbursing Alameda Enterprises from such fees proportional to each such development’s traffic impact on the Intersection commencing as of the Effective Date of this Amendment and continuing through August 31, 2042, (the “New Term”) or until such time as Alameda Enterprises has been reimbursed such that Alameda Enterprises’ unreimbursed payment to the City is equal to Alameda Enterprises’ Fair Share. The City shall annually reimburse Alameda Enterprises from such funds received from other development identified in the Final Higgins Cost Allocation. If, at the end of the Term, the City has not completed its obligation to fully reimburse Alameda Enterprises for its payment of the RTL Construction Cost less Alameda Enterprises’ Fair Share, the City agrees at its option to: (1) provide to Alameda Enterprises a lump-sum payment of the unreimbursed amount of Alameda Enterprises reimbursement to the City for the RTL Construction Cost less Alameda Enterprises Fair Share; or (2) extend the New Term of the Agreement for a period not to exceed five (5) years, that is, to 2047, by which time the City’s reimbursement obligation shall be satisfied in full.

**2.1 Credit for Development Traffic Impact and Other Fees.** City agrees to apply Alameda Enterprises’ obligation to pay to the City all fees attributable to the Project including, but not limited to, the Traffic Impact Fee for the Project as an immediate prospective credit to the City’s obligation to reimburse Alameda Enterprises for Alameda Enterprise’s payment of the RTL Construction Cost in excess of Alameda Enterprises’ Fair Share. An estimate of the approximate amount of the Traffic Impact Fee for the Project is Thirty-two Thousand Dollars (\$32,000) and an estimate of the fees to be credited to Alameda Enterprises, including the Traffic Impact Fee, is attached hereto as **Exhibit E**.

**2.2 Grant Funds.** If the City is able to secure grant funding for the RTL, if not in conflict with the terms of the grant(s), such grant funds shall be applied in the proportional amount of Alameda Enterprises’ Fair Share of the RTL Construction Cost to reimburse Alameda Enterprises for Alameda Enterprises’ reimbursement of the RTL Construction Cost in excess of Alameda Enterprises’ Fair Share of the RTL Construction Cost. The City has no obligation to secure grant funding and will allow Alameda Enterprises to consult with the City’s Grant



Consultant or to retain its own grant consultant to assist the City in attaining available grants for the RTL.”

3. Paragraph 3 of the Agreement is hereby deleted and replaced in its entirety to read as follows:

“3. **Notices** All notices, communications and deliveries hereunder shall be made in writing signed by the Party making the same, shall specify the Section hereunder pursuant to which it is given or being made, and shall be deemed given or made on either 1) the date delivered if delivered in person, 2) on the date initially received if delivered by facsimile transmission followed by registered or certified mail confirmation, 3) on the date delivered if delivered by a nationally recognized overnight courier service, or 4) on the date the other Party signs as accepting delivery if mailed by registered or certified mail (return receipt requested) (with postage and other fees prepaid) addressed or directed as set forth below.

City: City of San Juan Bautista  
311 Second Street / Post Office Box 1420  
San Juan Bautista, CA 95045  
Attention: City Manager

Alameda Enterprises: Alameda Enterprises  
1889 E. Bella Rosa Avenue  
Fresno, CA 93730  
Attention: Mr. Harman Bhullar

4. Paragraph 12 of the Agreement is hereby deleted and replaced in its entirety to read as follows:

“12. **Entire Agreement and Term.** The Agreement together with this Amendment contains the entire agreement among the Parties respecting the matters set forth, and supersedes all prior agreements between the Parties respecting these matters. The Agreement and this Amendment shall remain in place until 2042 and shall thereupon expire, unless terminated, renewed or extended as provided herein.”

5. **Issuance of Permits.** The City acknowledges the building plans and specifications for the Project (“Project Plans and Specifications”) have been approved by the City. Alameda Enterprises will be permitted to start construction of the Project during the process of designing, acquiring real property, and constructing the RTL as described in this Amendment. If the RTL has not been completed upon completion of construction of the Project, the City agrees to issue an occupancy permit for the Fuel Station and Convenience Store only (i.e., not for the Quick Serve Restaurant) if all work associated with those portions of the Project is completed to the City’s satisfaction per the Project Plans and Specifications. Upon completion of the RTL, which is estimated to be approximately one year following the Effective Date and provided the work is completed per the Project Plans and Specifications to the City’s satisfaction, the City shall consider issuing any remaining occupancy permits necessary for operation of the Project.



6. **Prevailing Wage.** Alameda Enterprises acknowledges the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on a “public work.” The construction of the RTL described in the Agreement and this Amendment is being performed by the City as a public work as defined by the Prevailing Wage Laws and as such the City and its contractors and subcontractors shall fully comply with the Prevailing Wage Laws for workers employed and for any other parties to whom such laws are applicable.

7. **Expedited Review.** City agrees to expedite its review of all elements of the Project and expedite processing and issuance of all necessary permits for the Project.

8. **Defined Terms.** Unless otherwise define herein, capitalized terms used herein shall have the meanings given herein and in the Agreement.

9. **Effectiveness of this Amendment.** This Amendment shall become effective as of the date first written above.

10. **Severability.** Should any portion of this Amendment or the Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement as amended will continue as modified.

11. **Relationship to Agreement.** Except as expressly modified by this Amendment, the Agreement shall continue to be and remain in full force and effect in accordance with its terms.

12. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one instrument.

13. **Signatures.** This Amendment may be executed by electronic signature, including scanning in pdf format with signature(s) affixed, and each such signature shall be treated in all respects as having the same effect as an original signature.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the dates written below.

**CITY OF SAN JUAN BAUTISTA**

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

Leslie Q. Jordan  
Mayor

Date: \_\_\_\_\_, 2022



**SJB ALAMEDA ENTERPRISES, LLC**

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

Harman Bhullar,

Its: Manager & Member

Date: \_\_\_\_\_, 2022

EXHIBIT A: Reimbursement Agreement (2015)

EXHIBIT B: Grant Deed, SJB Development LP to Alameda Enterprises, LLC.

EXHIBIT C: Hatch Mott MacDonald "SR 156/The Alameda Intersection Study" of July 1, 2014

EXHIBIT D: Eastbound Highway 156/The Alameda Cost Allocation, San Juan Bautista  
prepared by Keith Higgins, Traffic Engineer, July 7, 2022

EXHIBIT E: Estimate of Project Fees to be credited to Alameda Enterprises

## EXHIBIT A

## REIMBURSEMENT AGREEMENT

On August 18, 2015 (the "Effective Date"), this Reimbursement Agreement ("Agreement") is made and entered into by the City of San Juan Bautista (the "City") and SJB Development, Inc. ("Dadwal"). The City and Dadwal may be referred to individually as a "Party" or collectively as the "Parties".

### RECITALS

A. Dadwal owns that certain real property located at the corner of The Alameda and SR 156, at 404-408 The Alameda, in the City of San Juan Bautista, California, with APN 002-52-012 (the "Dadwal Property").

B. Dadwal submitted an application to the City to develop a project on the Dadwal Property (the "Project"). The Project is as described in the City Staff report dated November 18, 2014, and the Additional Information to Staff Report of that same date, attached together hereto as **Exhibit A**.

C. The City Planning Commission approved the Project on February 4, 2014, with the conditions attached hereto as **Exhibit B**.

D. On November 18, 2014, the City approved the Project, as reflected in Resolution 2014-44, attached hereto as **Exhibit C**.

E. The City reviewed the environmental documents related to the Project as it considered the Project, including the traffic study. The traffic analysis for the Project found that there was no need for an acceleration lane turning right from The Alameda onto eastbound SR 156, and the construction of one was not recommended as a condition of approval.

F. The traffic analysis also found that cumulative traffic conditions resulting from the development of the Project and from additional development will eventually result in the need for an eastbound right turn lane on SR 156 at The Alameda (the "Right Turn Lane"), which traffic analysis indicated should be implemented by 2035. CalTrans requested that the Right Turn Lane be built at the same time the Project is being constructed.

G. The Right Turn Lane is estimated to cost approximately two hundred and forty thousand dollars (\$240,000) to construct ("RTL Construction Cost"). The traffic analysis estimated that the Project's fair share of the RTL Construction Cost is a portion of that cost.

H. When the City approved the Project, it approved the Project subject to certain conditions. The City's conditions of approval are set forth in Exhibit B to Resolution 2014-44. The City's conditions are slightly different than the Planning Commission's conditions.

I. Condition 18 (see Exhibit C, third page of its Exhibit B) addresses the traffic impact of the Project. Condition 18 reads as follows:



The applicant shall contribute \$200,000 for the construction of a deceleration and right turn lane on the south side of State Highway 156 at The Alameda intersection. The applicant shall enter a reimbursable agreement with the city for reimbursement of all cost of the improvements that are in excess of the fair share cost of the projects requirement to improvement the deceleration lane. (See Mitigation Measure TRA-1 of MND.)

J. There has been some confusion regarding the meaning of Condition 18, and the City desires to clarify that meaning. The City is not requiring the construction of a separate deceleration lane; it is just requiring the construction of the Right Turn Lane from State Highway 156 onto The Alameda to allow easier access to the Project. The Right Turn Lane is the deceleration lane. The City and not Dadwal shall complete the construction. Dadwal shall reimburse the City for the RTL Construction Cost, up to two hundred thousand dollars (\$200,000), and Dadwal shall allow the City to reimburse Dadwal for the amount Dadwal pays which is in excess of the Project's fair share of that cost, all pursuant to the terms and conditions set forth below.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the recitals, mutual covenants, obligations and benefits set forth in this Agreement, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. **Dadwal Reimbursement of City Cost to Construct Right Turn Lane.** Dadwal shall reimburse the City its RTL Construction Cost, in the amount of two hundred thousand dollars (\$200,000).

1.1. **Selection of Contractor.** The City shall select the contractor to undertake the construction of the Right Turn Lane. The Parties agree that the City shall be responsible for contracting with and coordinating with the contractor on the construction of the Right Turn Lane.

1.2. **Construction of Right Turn Lane.** The City shall be responsible for obtaining all permits and approvals for constructing the Right Turn Lane. The City shall construct the Right Turn Lane concurrently with Dadwal's construction of the Project, and the City shall have the Right Turn Lane completed on or about the time Dadwal's Project construction is completed.

1.3. **Invoices.** Upon payment of each invoice for the RTL Construction Cost, the City shall provide to Dadwal a copy of the invoice and proof of payment of that invoice (collectively, the "City Payment Proof").

1.4. **Payment of RTL Construction Cost.** Dadwal shall reimburse the City for the amount of each invoice provided to Dadwal with the City Payment Proof. Such reimbursement shall be made by Dadwal to the City within thirty (30) days of Dadwal's receipt of the City Payment Proof.

2. **City Reimbursement of Dadwal Payment in Excess of Project's Fair Share.** When approving any projects which contribute to the cumulative traffic impacts on The Alameda/SR

156 intersection, the City shall require each such project to pay the City that project's fair share of the RTL Construction Cost. The City shall first reimburse itself of its contribution to the Right Turn Lane from each project's fair share of the RTL Construction Cost and then upon satisfaction of any of the City's contribution the City shall then pay to Dadwal within thirty (30) days of the City's receipt of each fair share payment until such time as Dadwal has been reimbursed so that Dadwal's payment to the City is equal to the Project's fair share of the RTL Construction Cost.

3. **Notices.** All notices, communications and deliveries hereunder shall be made in writing signed by the Party making the same, shall specify the Section hereunder pursuant to which it is given or being made, and shall be deemed given or made on either 1) the date delivered if delivered in person, 2) on the date initially received if delivered by facsimile transmission followed by registered or certified mail confirmation, 3) on the date delivered if delivered by a nationally recognized overnight courier service or 4) on the date the other Party signs as accepting delivery if mailed by registered or certified mail (return receipt requested) (with postage and other fees prepaid) addressed or directed as set forth below.

City: City of San Juan Bautista  
311 Second Street/Post Office Box 1420  
San Juan Bautista, CA 95045  
Attention: City Manager

Dadwal: Harbhajan (Harvey) Dadwal  
SJB Development, Inc.  
1534 Fremont Boulevard, Suite D  
Seaside, CA 93955

The Parties may change these addresses by sending a notice given as aforesaid.

4. **Headings.** The headings of the several sections of this Agreement are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of this Agreement.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, and when so executed each counterpart shall be deemed to be an original, and said counterparts together shall constitute one and the same instrument.

6. **Binding Nature; Successors.** The obligations and rights established by this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties hereto. This Agreement shall apply to and bind the heirs, successors in interest, and personal representatives of all of the Parties hereto.

7. **Further Assurances.** Each Party hereto shall, whenever and as other as requested to do so by another Party hereto, execute and deliver, or cause to be executed and delivered, to such other Party, all such further instruments as such other Party may reasonable request in order to carry out fully the terms and provisions of this Agreement.



8. **Attorneys' Fees.** In the event of a dispute between the Parties hereto, the prevailing Party shall be entitled to recover from the other Party its attorneys' fees and costs, including the costs of its expert witnesses.

9. **Applicable Law.** This Agreement shall be governed by the laws of the State of California. Any suit, arbitrations, mediation or other remedial process shall be filed and maintained in Monterey County, California, and the Parties consent to the personal and exclusive jurisdiction and venue of these courts.

10. **No Agency or Joint Venture.** The City and Dadwal hereby renounce the existence of any form of agency relationship, joint venture, or partnership between the City and Dadwal and agree that nothing contained herein or any document executed in connection herewith shall be construed as creating any such relationship between the City and Dadwal.

11. **Exhibit.** The Exhibit attached hereto is incorporated into and made a part of this Agreement as if set out in full in this Agreement.

12. **Entire Agreement and Term.** This Agreement contains the entire agreement among the Parties respecting the matters set forth, and supersedes all prior agreements between the Parties respecting these matters. This Agreement shall remain in place for fifteen years from the date of execution and shall thereupon expire, unless renewed or extended by the City Council.

13. **Amendments.** This Agreement may be amended or modified only by a writing signed by each of the Parties.

**City:**

CITY OF SAN JUAN BAUTISTA

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

Robert L. Lund  
Mayor

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

May 18 2015

**Dadwal:**

SJB Development, Inc.

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

Harbhajan (Harvey) Dadwal

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

9/11/15

APPROVED AS TO FORM:  
CITY ATTORNEY FOR CITY OF SAN JUAN BAUTISTA

By: Deborah Malt  
City Attorney

Dated: Sept 2, 2015

LIST OF EXHIBITS:

Exhibit A: Dadwal Property Legal Description

## EXHIBIT B





*First American*

*my*FirstAm®

Recorded Document

404 The Alameda, San Juan Bautista, CA 95045

The requested Recorded Document images are displayed in the subsequent pages for the following property:

**404 The Alameda  
San Juan Bautista, CA 95045**

**Document Number: 000000001565  
Document Date: 20220208**

Limitation of Liability for Informational Report

**IMPORTANT – READ CAREFULLY:** THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

**2022-0001565**

**JOE PAUL GONZALEZ**  
San Benito - CLERK RECORDER  
02/08/2022 12:17 PM

Recorded at the request of:  
SIMPLIFILE, PROVO

Titles: 1 Pages: 3

Fees: \$21.00  
Taxes: \$2090.00  
Total: \$2111.00

**RECORDING REQUESTED BY:**  
Chicago Title Company

**When Recorded Mail Document  
and Tax Statement To:**  
SJB Alameda Enterprises LLC, a California  
limited liability company  
404 The Alameda  
San Juan Bautista, CA 95045

**Title No.:** FWPS-TO21002445

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Escrow Order No.:** FWMN-5252100748

Property Address: 404 The Alameda,  
San Juan Bautista, CA  
95045

APN/Parcel ID(s): 002-520-012

## **GRANT DEED**

**The undersigned grantor(s) declare(s)**

- ☐ This transfer is exempt from the documentary transfer tax.  
☒ **The documentary transfer tax is \$2,090.00** and is computed on:  
    \* the full value of the interest or property conveyed.  
    ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.  
The property is located in ☒ the **City of San Juan Bautista**.

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged**, SJB Development, LP, a California limited partnership

**hereby GRANT(S) to** SJB Alameda Enterprises LLC, a California limited liability company

**the following described real property in the City of San Juan Bautista, County of San Benito, State of California:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**PROPERTY COMMONLY KNOWN AS:** 404 The Alameda, San Juan Bautista, CA 95045

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

# GRANT DEED

(continued)

APN/Parcel ID(s): 002-520-012

Dated: January 26, 2022

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

SJB Development, L.P., A California Limited Partnership

BY: Dadwal Management Group, Inc. a California corporation  
 ITS: General Partner

BY: H S Dadwal  
 Harbhajan S. Dadwal, General Partner

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 CALIFORNIACounty of MONTEREY

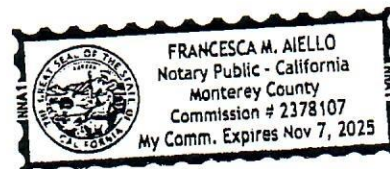
On Jan. 27, 2022 before me, FRANCESCA AIELLO, Notary Public,  
 (here insert name and title of the officer)

personally appeared Harbhajan S. Dadwal,  
 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





## EXHIBIT A

**Order No.:** FWMN-5252100748

**Title No.:** FWPS-TO21002445

**For APN/Parcel ID(s):** 002-520-012

---

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 26, IN BLOCK 5 OF TRACT NO. 2553, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37 OF MAPS, PAGE(S) 4 TO 9 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT C

TO BE PROVIDED

## EXHIBIT D

# Keith Higgins

## Traffic Engineer

July 7, 2022

Nidal Samhouri, PE  
City Engineer  
San Juan Bautista  
311 Second Street  
San Juan Bautista CA 95045

Re: Eastbound Highway 156 / The Alameda Cost Allocation, San Juan Bautista, California

Dear Ned,

**Attachment 1** is a recommended cost allocation spreadsheet for the proposed Eastbound Hwy 156 Right Turn Lane at the Alameda in San Juan Bautista, California. The allocation is based on an assumption of a total implementation budget of \$700,000 including design, environmental analysis, permit processing and construction. The improvement plans have not been approved by Caltrans and the cost of right of way acquisition from the residence at 315 The Alameda has not been determined. Inflation may also increase the improvement cost. The budget will likely be adjusted in the future.

The cost is assumed to be shared proportionally based upon the share of eastbound highway 156 right turn volumes during the evening peak hour at the Alameda intersection. Contributors include not only the 404-408 the Alameda Gas Station/Convenience Market/Fast Food Project but a proportionate contribution from existing traffic that will benefit from the improvement as well as a fixed contribution of \$40,000 from the copperleaf subdivision as well as possible future contributions from the Lang subdivision, midnight cannabis facility and allowance for a small amount of future growth.

The Copperleaf subdivision has already paid a fixed amount of \$40,000 as its proportionate share. Therefore, if the budget increases, the remaining contributors will pay a higher percentage of the improvement cost in addition to a proportionately higher amount based on the cost increase.

It is understood that the developer and the city have agreed upon a reimbursement mechanism, to which this cost allocation can be attached as a reference.

Please contact me if you have any questions, comments or would like to discuss.

Regards,

*Keith Higgins*

Keith Higgins, CE 30489, TE 1385



**Keith Higgins**  
Traffic Engineer

Attachment 1  
State Route 156 Eastbound Right Turn Lane at The Alameda  
Cost Allocation  
San Juan Bautista, California  
July 7, 2022

Financial Contribution Source	Eastbound PM Peak Hour Right Turn Volume	Percent of Total Eastbound PM Peak Right Turn Volume	Dollar Contribution Assuming \$700,000 Total Budget and Copperleaf \$40,000 Contribution	Percent Contribution Assuming \$700,000 Total Budget and Copperleaf \$40,000 Contribution	Reference
1. Existing					
a. December 12, 2013 Counts (4)	41				(1)
OR, b. March 7, 2019 Counts (4)	41	34.7%	39.0%	\$273,333	(3)
2. 404-408 The Alameda	43	36.4%	41.0%	\$286,667	(1)
3. Copperleaf Subdivision	19	16.1%	5.7%	\$40,000	(2)
4. Lang Subdivision	5	4.2%	4.8%	\$33,333	(3)
5. Midnight Express Cannabis	5	4.2%	4.8%	\$33,333	(5)
6. Future Growth Allowance	5	4.2%	4.8%	\$33,333	(1)
<b>TOTAL</b>	<b>118</b>	<b>100.0%</b>	<b>100.0%</b>	<b>\$700,000</b>	

**NOTES**

- (1) - "SR 156/The Alameda Intersection Study, San Juan Bautista, CA, Hatch Mott MacDonald, July 1, 2014
- (2) - "Draft Initial Study and Mitigated Negative Declaration for the Copperleaf Residential Development Project," San Juan Bautista, CA, Olberding Environmental, Inc., April 2016
- (3) - "Lang Street Subdivision Traffic Impact Analysis - Draft Report," Keith Higgins Traffic Engineer, April 29, 2019
- (4) - Counts refer to eastbound State Route 156 right turns at The Alameda. The March 7, 2019 volume was the same as December 12, 2013.
- (5) - Assumes Midnight Express Cannabis is a dispensary with no manufacturing.



**EXHIBIT E**

**TO BE PROVIDED**