



# New Meters, Allocations & Expansion of Services Committee Agenda

October 31, 2022 at 2:30 p.m.

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Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public that is within the subject matter jurisdiction of the Board, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

Please Note: If you have comments on a specific agenda item(s), please fill out a comment card and return it to the Board Secretary. The Board President will call on you for your comments at the appropriate time, either before or during the Board's consideration of that item.

***If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 646-2114***

***(Govt. Code Section 94594.1 and 94594.2 (a))***

**A. Call To Order**

**B. Public Comments**

**C. Discussion Items:**

- a. Review and discuss draft "New Meters & Expansion of Services" policy- Attachment
- b. Discuss pending review of DSUR and allocation for Meyer Rd account
- c. Will-Serve Letter Requests – Attachments
  - i. 235 N. La Luna Ave
  - ii. 143 S. Padre Juan Ave
  - iii. 221 N. Poli Ave
  - iv. 649 S. La Luna Ave

**D. Adjourn**

## ***Meiners Oaks Water District***

### **New Meters and Expansions of Service Policy**

**Adopted September 20, 2022**

#### **A. Introduction**

This *Policy on New Meters and Expansions of Service* applies to existing and potential customers of Meiners Oaks Water District (MOWD) who wish to build a new residence, Accessory Dwelling Unit (ADU), or business, or who need a new or larger water meter. The following categories are covered:

- A new residence or structure requiring service on an empty lot.
- A new Accessory Dwelling Unit (ADU) structure on a lot with a primary residence.
- Garage conversion into an ADU.
- Multiple-family dwelling units.
- Affordable housing.
- Construction of a new business.
- Expansion of an existing business.
- Agricultural demand limits.
- Lot splits

This policy describes requirements and procedures for applying for new or larger meters. If all applicable conditions are met, Meiners Oaks Water District (MOWD) will provide an applicant with a Will-Serve Letter. A Will-Serve Letter means that MOWD intends to supply water service to that parcel for ~~that the~~ legal structure(s) referenced in the letter.

As a recent spate of Will-Serve Letter requests has demonstrated, it is difficult to envision every possible project configuration. Therefore, this Policy must be considered a "living document," subject to future revisions by the Board. It provides only a guide to MOWD's Board, who retain the authority to revise and adjust the Policy and its implementation.

#### **B. Background**

- Though the development of this policy was motivated by the 2013 - current drought, it is intended that the policy remains in effect after the drought ends.
- Due to the State-wide housing shortage, State and local legislators have passed laws to ease the construction of new housing and ADUs. Portions of those laws apply to MOWD.

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- MOWD depends on Casitas Municipal Water District (Casitas MWD) for backup and emergency water supply. Therefore, any water connection to MOWD is also a connection to Casitas MWD water supply, and appropriate connection and/or allocation fees must be paid to Casitas MWD, ~~for water used by MOWD customers, if applicable. Such additional allocation requirements affect all MOWD customers, not just new ones.~~ This policy allows prospective and current customers to acquire additional allocation from Casitas MWD under limited conditions for transfer to MOWD.
- MOWD has a limited water allocation from Casitas MWD and has no surplus water supply or allocation to support increased demands.
- ~~The Board of MOWD will determine each year, normally in May, whether Lake Casitas is projected to remain above 35% of its storage capacity during the following fiscal year (July 1 through June 30). If the lake is considered likely (based on median hydrologic conditions) to fall or remain below 35% of capacity, at any time, during the next fiscal year, then no new water allocation transfers from Casitas MWD to MOWD to benefit MOWD customers, will be allowed during that fiscal year. This determination will be made in conjunction with MOWD's annual request for a portion of its Casitas MWD allocation described in Exhibit A of the Memorandum of Understanding for water service between MOWD and Casitas MWD. In the event of an unexpectedly wet winter rainy season, the determination may be reversed by the MOWD Board.~~
- The current drought has called into question the safe yield of local groundwater and Lake Casitas. This issue is under review and may affect the reliability of MOWD's future water supply. Information developed by the Upper Ventura River Groundwater Agency will guide this process.

~~This policy is presented here with only a brief explanation. The attached Appendix A to this policy provides a more detailed discussion and explanation to support the policies that have been adopted.~~

### Water Supply Limitations on Will-Serve Letters and New Meters

In October 2013, for the first time ever, MOWD's wells nearly dried up and we had to rely on Casitas MWD for 100% of our water supply. Such emergency use of water from Lake Casitas has occurred several times since then, as the current drought persists. This exercise has confirmed that MOWD's existing wells, by themselves, cannot provide a guaranteed supply of water for its customers during severe droughts.

Meanwhile, the current drought has called into question the safe yield of Lake Casitas – the amount that can be withdrawn each year without the lake going dry. Normally, the projected yield of water resources is based on the worst historical drought of record. Unfortunately, we are now experiencing the worst historical drought, and until it ends we cannot be sure of the future safe yield of the lake.

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Furthermore, Casitas MWD has been adjusting the estimate of their safe yield. Their *Comprehensive Water Resources Plan* [Draft Casitas Municipal Water District *Comprehensive Water Resources Plan* (CWRP), by Stantec, Draft, June 8, 2020] analyzes the statistical probability of Lake Casitas going dry. The report includes an Appendix E, *Draft Analysis of the Risk of Lake Casitas Being Drawn Down to the Minimum Pool Level*, Technical Memorandum. Appendix E estimates a 6% chance of Lake Casitas falling below minimum pool, if water demand reductions of Casitas MWD's *Water Efficiency and Allocation Program* are attained. Thus, water from Lake Casitas cannot be 100% guaranteed as a backup supply for MOWD.

In consideration of the uncertain reliability of its two major water sources – its wells and Lake Casitas – the Board of MOWD has adopted the following policy to regulate the issuance of Will-Serve Letters and new meters:

For any project proposed by an existing customer, two outcomes are possible:

### **1) Existing Allocation is Adequate**

Each MOWD water meter has an assigned baseline water allocation for the property served by the meter. Customers may change their types of water use so long as the total water use does not exceed the original allocation amount reduced by drought stage. For example, a customer may supply water to a “granny flat” by removing irrigated landscaping or part of an orchard.

If a customer wishes to build a new structure that requires a Will-Serve Letter from MOWD, then the procedures outlined elsewhere in this Policy must be followed. If MOWD determines that the existing baseline allocation is adequate to serve the proposed new structures, along with existing water demands on the property, then a conditional Will-Serve Letter may be issued, after Board approval, and a new meter may be installed after all conditions are met.

### **2) Existing Allocation is not Adequate**

If, during review of the project, MOWD staff determine that the existing allocation for a meter is not sufficient to support a new dwelling or water use, or if the project applicant is not an existing customer, then the project applicant would be required to acquire additional allocation from Casitas MWD and have it transferred to MOWD. However, in recognition of drought-related water shortages, such allocation acquisitions and transfers from Casitas MWD will not be allowed under either of the following conditions:

During declared Drought Stages 2 through 5, when the level of Lake Casitas falls below 50% of capacity on April 1, or is projected to fall below 50% during the following fiscal year (July 1 through June 30) under average hydrologic conditions.

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If and when MOWD has had to rely on Casitas MWD for 100% of its water supply at any time during the previous 12 months.

These limitations on new dwellings, meters and expansion of service are referred to in this Policy as “Water Supply Limitations.”

When Lake Casitas is over 50% of capacity and MOWD’s wells have been able to supply its demand for 2 years, Project Applicants will be allowed to acquire additional allocation from Casitas and proceed with their projects as outlined in this policy, subject to final Board approval.

### **C. General Conditions and Requirements**

To apply for a new meter and/or a Will-Serve Letter, the following conditions must be met:

- The parcel to be served must be located within the boundaries of Meiners Oaks Water District.
- The lot must be a legal lot that complies with the Subdivision Map Act and Ventura County's Subdivision Ordinance and has been issued a Certificate of Compliance.
- The County of Ventura must fully permit any dwelling or structure to be supplied with water.
- Any proposed new dwelling or structure must receive building permits from the County of Ventura before a new or larger meter is installed.
- Application fees, connection fees, and any other fees due and/or required must be paid to MOWD before a meter will be installed. Installation of new water service lines will be performed by a MOWD-approved contractor, to be paid by the applicant.
- The customer must not be in arrears for previous water bills. Payback plans are available to help customers pay the amounts owed to the District.

### **D. Application Process**

Before submitting a formal application, Applicants are encouraged to talk to MOWD staff to understand the application process and requirements prior to proceeding. MOWD will inform the Applicant of their preliminary estimate of the adequacy of any available water allocation already in place for the Applicant's parcel. After MOWD informs the Applicant of existing water allocation for the Applicant lot, and before an application can proceed further, the Applicant must pay a non-refundable application fee to MOWD (*See Water Services Policy provided in Appendix A*).

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To request a new meter or a Will-Serve Letter, a Project Applicant must provide MOWD with the following information:

- Ventura County Assessor's Parcel Number(s) for affected properties. (Note: Adjacent properties owned by a single landowner may be aggregated for the purpose of reassigning water allocations);
- Street addresses for the affected properties (parcel, lot);
- MOWD account number(s) for existing water meter(s) (found on your water bills).
- A brief description of the historic water uses since 2010: residential, irrigation, orchards, pools, etc;
- A description of changes that will be made to the property: new dwellings, commercial use, etc. The Applicant should provide a plot plan to scale, showing the property's existing and future land uses, including future dwellings, structures, and newly irrigated areas.
- An estimate of future water uses on the property, if available. ~~If unavailable,~~ The Applicant ~~should~~ understand that water use above the current allocation poses a burden on the entire District and its customers and that such use above the current allocation will incur a greater cost and, in the event of further drought restrictions, possible limitations to service.

In summary, the District should be provided with sufficient information to evaluate the impact of the proposed land use on its future water demands. The attached Will-Serve Request Form (*provided in Appendix B*) should be used as a template, with attachments as needed to describe the proposed project.

### E. Customers' Existing Allocations

Each of MOWD's existing customer accounts has an assigned water allocation. A customer's baseline allocation (before reduction during drought stages) is comprised of fixed and variable allocation portions. The fixed allocation is 10 HCF/month for a primary residence, roughly corresponding to indoor water use, and is normally not reduced during drought stages. The variable part of the allocation roughly corresponds to outdoor water use and is reduced during drought stages. MOWD's *Allocation Program* is posted on its website. In addition, customers may use the allocation calculator on MOWD's website to confirm the allocation assigned to their account number.

### F. Determination of Allocation Adequacy

After an application is filed with MOWD, a ~~final~~ determination will be made by MOWD staff whether the applicant's existing water allocation is adequate to support the new dwelling or land use. If the existing allocation is adequate, then the allocation (fixed and variable) will be reassigned within the property. Approval by MOWD's Board will be required for the allocation

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reassignment, but no additional allocation will need to be acquired to proceed with the Will-Serve Letter and new meter if needed.

As an example of how this works, consider an existing residence on a large lot with a total baseline allocation of 300 HCF/year, consisting of 120 HCF/yr fixed allocation and 180 HCF/yr of variable allocation. Now suppose the homeowner wishes to build an ADU on the property. The fixed allocation for an accessory dwelling is 7 HCF/month or 84 HCF/yr. It turns out that a fixed allocation of 84 HCF/yr is equivalent to a variable allocation of 100 HCF/yr over a long-term drought cycle since the variable allocation is reduced with the drought stage, whereas a fixed allocation is not. So, to offset the water use of the proposed ADU, 100 HCF/yr would be subtracted from the variable allocation for the property. The results would be as follows:

### Example of an Allocation Reassignment

Category of Water Use	Existing Allocation (HCF/yr)	Reassigned Allocation (HCF/yr)
Primary dwelling (Fixed)	120	120
Outdoor irrigation (Variable)	180	80
ADU (Fixed)		84
TOTAL	300	284

HCF = 100 cubic feet = 746 gallons

The above example shows the property has enough water allocation to support a second dwelling (ADU). Therefore, the property owner must reduce outdoor irrigation – or other water uses – to offset the water use of the new dwelling.

### G. Acquiring Additional Allocation

In the previous example, a large lot has a sufficient allocation to support a second dwelling. In the case of small lots, however, there may not be sufficient irrigation use to offset the new water demand of a second dwelling. Therefore, the adequacy of the existing allocation to support changes in land use will have to be determined by MOWD on a case-by-case basis.

If a property does not have a sufficient water allocation to support a new dwelling or land use by reassigning existing allocations, it is MOWD's policy that an additional allocation may be purchased from Casitas MWD when allocation is available and ~~the lake level is above 35% capacity when the Water Supply Limitations previously described are not in effect.~~ Information on this program ~~is taken from~~ can be found in Casitas MWD's *Water Efficiency and Allocation Program*, or WEAP, as cited below and posted on their website:

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[Casitas MWD], *Water Efficiency and Allocation Program (WEAP)*, May 12, 2021. The relevant portions of Casitas MWD's WEAP are reproduced below:

### **4.7 Availability of Allocations**

*The determination of supplies being available for issuance of new allocations of water shall be made upon staff recommendation at a regular Board of Directors meeting. The determination that water is or is not available shall be within the determination of the Board of Directors. The determination that a supply is available shall be based upon more detailed information about existing supplies, the availability of new supplies, new water supply projects, or contracts or proposed contracts for additional supplies where, in the opinion of the Board of Directors, the supply of water is definite enough to provide the assurance to the County of Ventura that there is a forty-year supply.*

### **4.8 Allocation for New or Expanded Water Uses**

*A customer may request a change to a water allocation assignment for the purposes of obtaining new or expanded use of water that is associated with a new building permit, new or existing conditional use permit, or agricultural irrigation acreage expansion. The approval of an addition or change to the limits of available water allocation are subject to the charges for new and/or expanded water allocation.*

*When the Board of Directors determines that additional new water supplies are available, either from the safe yield of the existing CMWD project supply or additional new supplies, supplies shall be allocated in accordance with the following criteria:*

*No single property owner or Applicant for the given type of service (municipal, industrial or agricultural) shall receive a new water allocation greater than 10 percent of the total new available supply or the minimum standard residential allocation, whichever is greater. If the Applicant's allocation requirements are not fully met, the Applicant may maintain a position of priority until more water is available.*

*All applicants seeking an allocation shall provide Casitas with a detailed description of the project, the use of water for which the water is sought, and information on peak flow and annual water requirements. Casitas shall determine meter size and amount of allocation based upon reasonable and necessary needs and Casitas' Rates and Regulations.*

*The amount of water to be allocated shall be at Casitas' sole discretion. The assignment of an allocation shall be limited to the availability of water from the Lake Casitas safe yield and be based on current water demand factors as adopted by the District and as amended. The amount of water required for the project may be calculated and submitted for the consideration of Casitas by a civil engineer registered in the State of California representing the project proponent.*

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When the ~~lake level is above 35% capacity~~Water Supply Limitations previously described are not in effect, and at the sole discretion of MOWD's Board of Directors, the process would generally proceed as follows:

- The Project Applicant will submit a detailed written application to MOWD, as previously described.
- The Applicant will discuss the project with District staff, who will provide a preliminary assessment of the adequacy of available allocations, or whether additional allocation must be purchased from Casitas MWD.
- If the Applicant is still interested in proceeding with an application, they must pay the MOWD application fee, and the formal application process will begin.
- MOWD will advise the Applicant in writing how much additional allocation must be acquired from Casitas MWD for the project.
- The Applicant would then meet with Casitas MWD and receive some sort of written assurance that sufficient additional allocation is currently available for the Applicant to acquire from Casitas MWD.
- Once MOWD has heard from Casitas MWD that additional Casitas allocation is available and that the Applicant is eligible to apply for it. MOWD will provide the Applicant with a Conditional Will-Serve Letter. The conditions in the letter will include the following:
  - A new or larger meter will only be installed after MOWD has received full credit for the additional allocation transferred from Casitas MWD.
  - The Applicant's water allocation(s) will be formally reassigned only after MOWD has received full credit for the additional allocation transferred from Casitas MWD.

### H. Minimum Allocation To Be Acquired from Casitas MWD

It is not reasonable to saddle future MOWD customers with unreasonably low allocations. Therefore, if the existing allocation is not sufficient to serve a new dwelling, then a minimum allocation should be acquired from Casitas MWD when ~~lake capacity is above 35%~~Water Supply Limitations are not in effect. The minimum baseline allocation should be calculated for a property using the procedures provided in MOWD's Allocation Program. The existing allocation plus the new allocation acquired from Casitas MWD must together be adequate to supply the baseline allocation calculated for the property using the Allocation Plan procedures. The calculated allocation should consider any irrigable area removed from service due to the footprint of any new dwelling or structure.

Example: Suppose a Project Applicant wishes to construct an ADU on a property with 120 units of fixed allocation and 90 units of variable allocation. There is not enough variable allocation to support the ADU's 100 units of equivalent fixed allocation. The

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Applicant might propose acquiring an additional 10 units per year, leaving no allocation for outside irrigation. However, in this case, once the threshold for acquiring Casitas MWD water is reached, the Applicant would have to acquire sufficient allocation from Casitas MWD to achieve the allocation for the property that would be calculated using the Allocation Program. Suppose the footprint of the ADU reduces the variable allocation from 90 to 50. Then the allocation amount to be acquired from Casitas MWD would be  $120 + 100 + 50 - 210 = 60$  units.

### I. Conditional Will-Serve Letters

MOWD's Board may approve a Will-Serve letter with certain conditions. Those conditions apply to the installation of the water meter. In general, the meter will be installed after building plans are approved by the County, and any allocation transfer from Casitas MWD has been finalized.

### J. What if Casitas Has No Allocations Available?

Casitas MWD's *Water Efficiency and Allocation Program*, normally posted on Casitas MWD's website, provides for the purchase of additional allocations for new dwellings. In recent years, the total amount of new allocation has been limited to 10 AF/year of new baseline demand. That is not much new demand compared to a pre-drought district-wide demand of nearly 20,000 AF/yr.

Suppose Casitas MWD does not have sufficient allocation available for purchase. In that case, a Project Applicant may have to wait until allocation becomes available in the following year or until the drought conditions end. The availability of surplus allocation is at the sole discretion of Casitas MWD.

### **ADD. Separate Meter for an ADU**

To encourage water conservation it is preferable for a new accessory dwelling to have a separate meter from the primary residence. This is especially true when the ADU will be rented. After evaluating an application, a determination will be made by MOWD staff, to be approved by the Board, on whether a project requires a second meter. The general guidelines of this Policy are as follows:

1. A stand-alone ADU usually requires a separate meter for the ADU, unless special circumstances exist.
2. An ADU constructed within the footprint of an existing structure is not normally required to have a second meter.

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3. If a Project Applicant wishes to have a second meter for an ADU constructed within the footprint of an existing structure (to manage water used by a renter, for example), then the Applicant may request the second meter and pay for its installation.

### K. Categories of meters within MOWD

MOWD serves water to existing residential, commercial, and agricultural customers. MOWD's policy for will-serve letters, new meters, and expansion of service is discussed below for each meter category.

#### Existing Residential Meters

The MOWD Board believes that MOWD's Allocation Program is sufficient to supply the water needs of a typical family with a reasonable amount of outdoor irrigation. Residential customers who need more water to support a business could consider acquiring a commercial meter when available. The procedures for acquiring a new commercial meter would be followed, including review and approval by the Board of Directors.

#### Existing Residential Meters – Small Remodels

Any residential customer with an existing water meter who constructs a remodel, room addition, garage conversion, etc., which does not require a will-serve letter from MOWD to obtain building permits, may receive water from the existing meter for those new purposes. However, no additional water allocation will be granted for those purposes. Outside irrigation must be reduced to stay within allocation limits, or the customer would pay over-allocation penalties for over-usage of water.

#### Existing Commercial Meters

Commercial baseline water allocations are determined as specified by the Allocation Program. The Board will approve any modifications to the allocation amount to meet current demands using the waiver process provided in the Allocation Program if any existing commercial customers plan to expand their business and need to increase their water allocation. When Lake Casitas is over 35%, the Water Supply Limitations are not in effect, a customer may acquire additional allocation from Casitas MWD for transfer to MOWD.

#### Existing Agricultural Meters

MOWD serves several agricultural customers. Until we can be assured of an adequate, secure water supply in times of drought, MOWD will not encourage or provide for any increase in water demand for existing agricultural customers.

Agricultural allocations are determined as specified by the Allocation Program in effect. The Board shall approve any modifications to allocation amounts using the waiver

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process provided in the Allocation Program. Except as provided through the waiver process, no additional allocations may be acquired from MOWD or purchased from Casitas by existing agricultural customers.

### **New Residential Meters**

New residential meters may be provided to new customers on empty lots. However, if the property does not have a MOWD baseline allocation, and when ~~Lake Casitas capacity exceeds 35%, the Water Supply Limitations are not in effect~~, the Project Applicant must acquire an allocation from Casitas MWD for transfer to MOWD. The new meter will be installed after all fees have been paid. Any new service lines must be installed by a MOWD-approved contractor at the customer's expense.

If the proposed project includes a new primary dwelling and an ADU, then the available allocation transfer must be adequate for both. Depending on the site layout, the District will determine whether two ~~different-separate~~ water meters will be necessary.

### **New Stand-Alone Accessory Dwelling Units**

An existing customer may wish to construct a stand-alone ADU separate from the primary dwelling. Suppose the existing water allocation can be redistributed between the primary dwelling and ADU, with some leftover for outside irrigation. Then the existing allocation is adequate, and a Will-Serve Letter may be issued. Depending on the site layout, the District will determine whether 2 different water meters and service laterals will be necessary. ~~If Lake Casitas exceeds 35%, When the Water Supply Limitations are not in effect~~, the customer may acquire additional allocation from Casitas MWD for transfer to MOWD.

### **New ADU Conversion**

If a new ADU is constructed mostly within the footprint of an existing dwelling, as described in Section 65852.2 of the CA Government Code and Ventura County Ordinance 2020-003, and ~~if~~ the water allocation assigned to the parcel is adequate, then MOWD will issue a Will-Serve letter. This will not require a separate meter and water service line for the ADU. No connection fee will be charged. If the customer wishes MOWD to install a separate meter for convenience, that would be done at the customer's expense.

### **New Tiny Homes**

Tiny homes (under 500 SF) with permanent foundations will be treated the same as other types of homes, whether existing or new, primary or secondary residences, ADU, etc., except that the monthly fixed baseline allocation will be set at 5 Units/mo, as established in the Allocation Program. This policy applies only to County-permitted tiny homes.

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### **New Commercial Meters**

A Project Applicant may receive a new commercial meter to support a new or expanded business. Suppose the property does not have a MOWD baseline allocation. In that case, the Project Applicant will need to request sufficient allocation from Casitas MWD when ~~Lake Casitas exceeds 35% capacity~~ the Water Supply Limitations are not in effect, as described in the preceding sections.

### **New Agricultural Meters**

It is MOWD's policy that MOWD will install no new agricultural meters. An exception may be considered when the new meter is a replacement for convenience only and will not support additional water demands (above pre-drought levels) nor support increases to planted acreage. Any new agriculture within MOWD would have to be supplied from private wells until we can be assured of an adequate, secure water supply in times of drought.

### **New Meters for Affordable Housing Multiple-Family Dwellings**

Considering the current housing shortage in California, MOWD will consider issuing Will-Serve Letters on a case-by-case basis for new multiple-family dwellings or new mobile home parks of 5 or more units that dedicate 100% of their units for affordable housing as defined in Section 50052.5 of the California Health and Safety Code.

State law requires agencies to prioritize affordable housing, so the steps are provided in some detail below. A proposed project would proceed with the following steps:

#### **I. Initial Submittal to MOWD for New Affordable Housing**

The following information shall be submitted to MOWD for approval of the MOWD Board for consideration of a Will-Serve Letter:

- A detailed written description of the project;
- A project site plan;
- A calculation of the baseline water allocation for that project;
- A description of water metering arrangements for the project;
- Any Initial Study or CEQA documents prepared for environmental review;
- A detailed project schedule;
- A discussion of any Net Zero Plan for water supply mitigation, including a plan that guarantees its long-term maintenance and viability; and
- A detailed description of what is requested from MOWD.

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Before formally submitting this information to MOWD Board, it is recommended that the project proponent-applicant meets with MOWD General Manager and possibly with a Board committee at the General Manager's discretion. The General Manager may make recommendations of additional information that should be provided.

### **II. Determination of Project Requirements**

After reviewing the submitted project application, the Board will make a determination by voice vote at a regularly scheduled Board meeting whether or not (a) the information is adequate and (b) the proposed project meets MOWD's requirements for a Will-Serve Letter for affordable housing, and (c) the project would be allowed to proceed to the next stage of the process. The required baseline allocation would also be approved, including the amount of allocation to be transferred from Casitas MWD. The Board may impose additional requirements on the project at that time. MOWD reserves the right to develop its own water demand projections for the project. The Board may impose an application fee and a connection fee that reflects the cost of buying into existing facilities and developing new well capacity and related facilities.

### **III. Confirm Allocation Available from Casitas MWD**

MOWD must receive a written letter from Casitas MWD confirming that they will approve the purchase of the required baseline allocation by the project proponent and, after its purchase, a transfer of the baseline allocation to MOWD's account. The amount of baseline allocation shall be the larger of the project proponent's applicant's County-approved water demand estimate or a baseline allocation calculated using the MOWD *Allocation Program* then in effect.

### **IV. Board Approval of the Will-Serve Letter**

Once written confirmation is received by MOWD that Casitas MWD is willing to allow the project proponent-applicant to purchase the necessary baseline water allocation and to transfer that allocation to MOWD (when the Water Supply Limitations are not in effect, Lake-Casitas exceeds 35%). MOWD will consider whether to approve the issuance of the Will-Serve Letter to the project proponent-applicant. Approval shall be by voice vote at a regularly scheduled MOWD Board meeting.

### **V. Issue Will-Serve Letter**

Once Board approval is obtained, the General Manager will provide the project proponent-applicant with a written Will-Serve Letter. The letter will expire after one year but may be extended with Board approval. Will-Serve letters are not

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transferrable between property owners, unless preapproved by the MOWD Board. MOWD's connection fee must be paid before the meter is installed.

### VI. Acquire Allocation from Casitas MWD

Within one year or more, and if an extension is granted, the project proponent shall purchase a baseline allocation from Casitas MWD and arrange for its transfer to MOWD. The project proponent is responsible for negotiating a sales agreement with Casitas MWD, including cancellation and buyback provisions in case the project is abandoned.

### VII. Install the Water Meter(s)

The project's water meter(s) will be constructed and activated once the connection fees have been paid, with the service line installed by District approved contractor at the customer's expense, and all other project requirements have been met.

### VIII. Other Requirements

- To ensure the developer's compliance with MOWD's conditions, MOWD may require the developer to provide a suitable bond to ensure conformance.
- For multiple-family dwelling units, it is preferable for each apartment to have a separate water meter. The Homeowners Association may have a separate meter for communal landscape irrigation. The total baseline allocation will be distributed appropriately among those meters, as determined by MOWD.
- Will-Serve Letters for new Multiple-Family dwellings will be limited to one per year, on a first-come-first-served basis, as established by Step 2 above. (Completing Step 2 provides evidence that the project is serious.) If the quota for these projects is filled, the project proponent may wait until space becomes available. Nevertheless, to maintain priority, the project proponent must make regular progress in advancing the project. Priority will not be granted for projects that are not deemed to be serious.

### **ADD. Existing ADUs Not Known to MOWD**

**From time to time, MOWD learns that a customer has an existing ADU that MOWD was not aware of. It is appropriate to give the customer the benefit of the doubt and to assume that they were not aware that additional charges should have been paid for the ADU. In these cases the following will normally be done:**

- 1. If the ADU was built before 2013, the ADU will be added to MOWD's database and billing system, without connection fees.**

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2. Fixed monthly water charges will be billed for the prior 6 months from the date MOWD learned of the ADU, and will continue to be billed into the future.

3. An adjustment may be made to the baseline water allocation for the meter, as appropriate.

### L. Unique Customer Conditions

Some customers may have unique conditions not clearly encompassed within the preceding meter categories. For example, some projects might offset existing water demands in some way. The Board will consider such unique cases providing a way is found to offset any future demand increases above historical levels with reduced irrigation, purchase of allocation from Casitas MWD, etc. Applicants must provide a letter explaining their project and its unique circumstances. The Board reserves the authority to allow exceptions or adjustments to this Policy.

### M. Fire Flow Requirements

Meiners Oaks Water District provides fire hydrants distributed throughout the District. These should be adequate to support most residences and new dwellings. The following requirements apply:

- Suppose a larger water meter is required on a residential or commercial property solely to upgrade fire protection to add indoor, automatic fire sprinklers without any other expectation of increased water use. In that case, no additional water allocation is required, and a more simple application process would be followed. Again, supporting documentation should be provided to MOWD by the Project Applicant.
- The Project Applicant is responsible for ensuring that the nearest fire hydrant's location meets any Ventura County Fire Protection District requirements as part of the County permitting process.
- If a new residence requires the installation of a new hydrant, the Applicant will be responsible for funding the new hydrants and associated pipelines to existing water mains.
- New residences located high on hillsides, where adequate fire pressures cannot be reliably maintained, shall require special consideration. The Project Applicant may be required to fund new facilities needed to increase pressure. Alternatively, Applicants may need to install their own booster pumps and tanks. The Ventura County Water Works Manual requires MOWD only to supply a minimum pressure in the water main, not at the residence.

### N. Utility Connection Fees and Meter Expenses

Utility connection fees shall be established by MOWD for new meters or larger meters with significant expansions of water service. Those fees are associated with the capital cost of

## **New Meters and Expansions of Services Policy**

producing and delivering water. MOWD does not charge any impact fees as described in Section 65852.2 of the Government Code.

In accordance with Section 65852.2 of the Government Code, MOWD charges a connection fee for a stand-alone ADU, even if no second meter is installed. In accordance with Section 65852.2 of the Government Code, MOWD does not charge a connection fee for new ADUs built nearly entirely within the footprint of a primary residence. (State law allows for such an ADU to add 150 SF of new construction to improve the entryway.)

A project proponent must also pay to Casitas MWD any applicable connection fees, capacity fees or charges, allocation fees, and any other fees and charges required by Casitas MWD. (A connection to MOWD is also an indirect connection to Casitas MWD's system.)

### **O. Cost of Meters**

The Project Applicant must pay for purchasing and installing any new meter and related facilities: corp-stop, service lateral, isolation valves, to District standards. MOWD will provide a list of approved contractors, and the Project Applicant must contract directly with one of them to do the work. In addition, the Project Applicant must pay MOWD's inspection fees.

Once the meter is installed, MOWD will assume the maintenance cost from the water main up to and including the meter.

### **P. Other Related Policy Issues**

#### **I. Allocations Subject to Change**

All assigned baseline and reduced drought-stage allocations are subject to change by MOWD Board action and as required due to worsening drought, new State laws, changes to the policies of Casitas MWD, etc.

#### **I. Water Use without an Official Allocation**

It is the policy of MOWD that if a customer uses water without an official allocation from MOWD, then 100% of that customer's water usage will be subject to the over-allocation penalties then in effect. In addition, if a customer has less allocation than necessary to meet demands, over-allocation penalties shall be paid for the amount of usage exceeding the allocation. This provision also applies when the customer cannot complete a transfer of additional allocation from Casitas MWD to MOWD or provide adequate documentation that the transfer has been completed.

#### **II. Net Zero Impact of New Development**

## **New Meters and Expansions of Services Policy**

As a condition for obtaining approvals for new development, the County of Ventura may require a "Net Zero Impact" for a development. MOWD may also impose a Net Zero Impact requirement before issuing a Will-Serve Letter. Under that requirement, the developer must retrofit other facilities within the MOWD boundaries and provide water conservation off-site within the MOWD boundaries to compensate for the proposed water use by the development.

Before MOWD issues a Will-Serve Letter to a developer with a Net-Zero Impact requirement, the developer must commit to implementing the associated mitigation within the boundaries of MOWD to reduce water demands on MOWD. The Will-Serve Letter will include a condition that the meter will not be installed until the mitigations within MOWD have been completed and certified by the County.

In addition, a project proponent shall provide a detailed plan that guarantees the long-term viability of the Net Zero Impact measures implemented. Approval of this plan by the County and by MOWD is required before MOWD will approve a conditional Will-Serve Letter.

### **III. Validity Dates of Outstanding Will-Serve Letters**

Prior to the current drought, MOWD issued some Will-Serve Letters without expiration dates. However, with current water supply limitations, those letters committed MOWD to deliver water it does not have available. Therefore, MOWD hereby adopts a policy that all outstanding Will-Serve Letters without expiration dates will expire (or have expired) 5 years after the date of issuance. If a Will-Serve Letter does not have an issue date, MOWD will assign an issue date based on associated correspondence.

Once a Will-Serve letter has expired, the Board may consider issuing a new Will-Serve letter to that customer with updated terms and conditions incorporating the latest information on drought reliability, water allocations, and drought stage. The customer should apply for the replacement Will-Serve letter and provide all relevant project information in accordance with MOWD New Meters and Expansion of Services Policy in affect at the time. The Board will use its discretion to decide whether or not to issue a new letter.

### **IV. Lot Splits**

MOWD's policy is that additional allocations will not be provided to a customer who has completed a lot split after ~~adopting MOWD adopted~~ this policy and the Allocation Program. Note that the County does not typically notify MOWD of lot splits. This issue would usually be brought to MOWD's attention by a customer requesting revised allocations for the new amended lot(s).

### **References**

Appendix A: Water Services Policy – Fees

**New Meters and Expansions of Services Policy**

Appendix B: Will-Serve Request Form

Appendix C: Explanation of Fixed and Variable Allocation Conversions

**Appendix A: Water Services Policy- Fees**

**New Service Refundable Deposits**

Residential \$50.00	Commercial \$75.00	Agriculture \$150.00
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**Fines for Improper Water Use**

	Stage 1	Stages 2 & 3	Stages 4 & 5
First Violation	No Fine	Warning	Warning
Second Violation	No Fine	\$100	\$150
Third Violation	No Fine	\$100	\$250
Fourth Violation	No Fine	\$200	\$350
Fifth Violation	No Fine	\$300	\$450
>5 Violations	No Fine	\$500	\$550

**Penalties**

- Delinquent Payment            25%
- Returned Checks             \$12
- Reconnect for Non-payment   \$50 (normal hours)
- \$150 (after hours)
- Failure to Test Backflow     \$150

\*Customers must provide test results within 14 days of the 3<sup>rd</sup> request or a fine may be applied and water service will be disconnected. Reconnection fees will apply

**Administrative Fees**

Will-Serve Letter Requests, New Meters or            \$100.00  
Expansion of Service Requests

**New Meters and Expansions of Services Policy**

**Temporary Hydrant Meter (6-month Rental Maximum)**

Deposit	\$1,000
Administrative Fee	\$100
Usage Charge (per unit)	\$3.85
Monthly WAC	\$36.00

**Appendix A: Water Services Policy- Fees**

	5/8" & 3/4"	1"	1.5"	2"	3"	4"	6"
Customer Valves	\$95	\$130	\$238	\$238			
*Meter Testing	\$48	\$53	\$159	\$159	\$175	\$175	\$250

\*Standard shipping rates will be applied

Lock Cutting	\$150
Meter Tampering	\$150 & up
Fire Flow Testing	\$300/hydrant

**New Meters and Expansions of Services Policy**

**Appendix B: Will-Serve Request Form for Existing Meters**

A "Will-Serve" letter may be issued upon the District's completion of an analysis determining that all conditions of approval are met.

**Applicant Information:**

Name:

Company:

Mailing Address: Phone:

Email:

**Project Information:**

Assessor's Parcel Number: Service Address:

City, State, Zip Code:

Account #:

Planning Department Development case number (if applicable):

**Type of Construction:**

New       Construction Tenant       Improvement ADU Other

**Type of Use:**

Single Family       Res Multi-Family Res (# of

## New Meters and Expansions of Services Policy

dwelling(s) Commercial

### Description of Project:

### Required Attachments:

1. Drawing/sketch of project (with dimensions)
2. Tax Assessor's parcel map that includes the subject property.
3. Subdivision map covering the location of the project.\*

\* Clearly indicate all APNs and legal lots involved in the project. Ensure any markups to county documents do not obscure the underlying information.

I acknowledge that MOWD will bill a \$100 nonrefundable Administrative Fee.

### Applicant Signature Date

*Please allow a minimum of 60 days to evaluate and process this Will Serve letter request. The time frame will depend on receipt of satisfactory information from the applicant and schedule of pertinent District Committees and Board of Directors meetings.*

## New Meters and Expansions of Services Policy

### Appendix C: Explanation of Fixed and Variable Allocation Conversions

#### Introduction

MOWD's Allocation Program provides each water meter with a water allocation that is composed of two parts: a fixed portion that does not normally change with drought stage, and a variable portion that is reduced during higher stages of drought. Because the variable portion is reduced with drought stage while the fixed portion is not, these two types of allocations differ in their impacts on MOWD's water supply. Those differences should be considered when re-assigning allocations to allow for new water uses, such as construction of an ADU or "granny flat."

The purpose of this supplemental report is to provide a simple analysis for comparing the impacts of fixed and variable allocations.

#### A Simple Model

MOWD's drought stages are based on those of Casitas MWD, which are, in turn, tied to the Level of Lake Casitas, as described in their Water Efficiency and Allocation Program (WEAP). MOWD is required by its water service agreement with Casitas MWD to implement water conservation measures equivalent to the WEAP. The five drought stages are summarized below:

<b>Drought Stage</b>	<b>Lake Storage</b>	<b>Mandatory Conservation</b>
1	50% – 100%	0%
2	40% – 50%	20%
3	30% – 40%	30%
4	25% – 30%	40%
5	< 25%	50%

## **New Meters and Expansions of Services Policy**

During each of these drought stages, the variable part of a customer's baseline allocation is reduced by the mandatory conservation amount shown in the table.

The safe yield estimate for Lake Casitas has been based on a 20-year drought period, using historical hydrology data. (See reports by Casitas MWD and others.) Note that a drought is defined to begin in a year that the lake spills. The year with the lowest lake level – after which it begins to refill due to a wetter cycle – defines the end of the 20-year drought. During any long-term drought, there will be some wet years within the predominantly dry years. The simplest model of a 20-year drought can be developed from the following assumptions:

- 1) The drought begins with Lake Casitas filled to its maximum storage capacity of 238,000 acre-feet.
- 2) The drought ends in the 20th year at its minimum pool storage of 23,800 AF.
- 3) The storage capacity declines at a uniform rate during each year of the drought.

In reality, rainfall will not be uniformly distributed among the 20 drought years. In addition, there are nonlinearities, such as evaporation that declines with lake level. Nevertheless, it can be argued that if 1,000 statistically significant drought cycles were developed and averaged, the mean would display a similar monotonical decline in lake level during the drought. It is argued that this simple model is adequate for the purpose of adjusting allocations for ADUs. What is important here is to make some sort of adjustment for the sake of fairness to all customers, new and old.

### **Model Results for Fixed Allocations of 84 HCF/yr and 120 HCF/yr**

An Auxiliary Dwelling Unit requires a fixed allocation of 7 HCF/month, or 84 HCF/yr. (Note that 1 HCF = 100 cubic feet = 748 gallons.) The total water use during a 20-year drought is compared to the water used by a variable allocation of 98.4 HCF/yr in Table 1. In the table,

N is the drought year.

Storage is the amount of water in the lake at the beginning of that year.

Storage Pct is the storage as a percentage of maximum capacity.

Stage is drought stage in accordance with the WEAP.

Usage Allowed is the amount of variable allocation that may be used without penalty at that drought stage.

Fixed is the amount of fixed allocation used each year, which is not reduced during drought stage.

### **New Meters and Expansions of Services Policy**

Variable is the amount of the variable allocation that may be used each year, which is reduced during drought stages 2 – 5.

Table 1 shows that a fixed allocation of 84 HCF/yr allows a total water usage of 1680 HCF over the drought cycle. By comparison, a variable allocation of 98.4 HCF/yr (chosen by trial and error in an Excel spreadsheet) allows a total water usage of 1682.6 HCF during the drought – about the same. If we round off, we can conclude that 84 HCF of fixed allocation is equivalent, in terms of drought water usage, to 100 HCF/yr of variable allocation.

If this exercise is repeated for a fixed allocation of 120 HCF/year, then that is shown to be equivalent to a variable allocation of 140 HCF/yr in Table 2.

**Table 1**  
**84 HCF fixed allocation equivalent to 100 HCF of variable allocation**

**New Meters and Expansions of Services Policy**

**Drought Period Model of Fixed vs Variable Demands**

N	Storage (AF)	Storage Pct	Stage	Usage Allowed	Fixed (HCF/yr)	Variable (HCF/yr)
1	238,000	100	1	100%	84	98.4
2	227,290	96	1	100%	84	98.4
3	216,580	91	1	100%	84	98.4
4	205,870	87	1	100%	84	98.4
5	195,160	82	1	100%	84	98.4
6	184,450	78	1	100%	84	98.4
7	173,740	73	1	100%	84	98.4
8	163,030	69	1	100%	84	98.4
9	152,320	64	1	100%	84	98.4
10	141,610	60	1	100%	84	98.4
11	130,900	55	1	100%	84	98.4
12	120,190	51	1	100%	84	98.4
13	109,480	46	2	80%	84	78.7
14	98,770	42	2	80%	84	78.7
15	88,060	37	3	70%	84	68.9
16	77,350	33	3	70%	84	68.9
17	66,640	28	4	60%	84	59.0
18	55,930	24	5	50%	84	49.2
19	45,220	19	5	50%	84	49.2
20	23,800	10	5	50%	84	49.2
<b>Total</b>					1680	1682.6

**New Meters and Expansions of Services Policy**

**Table 2**  
**120 HCF fixed allocation equivalent to 140 HCF of variable allocation**  
**Drought Period Model of Fixed vs Variable Demands**

N	Storage (AF)	Storage Pct	Stage	Usage Allowed	Fixed (HCF/yr)	Variable (HCF/yr)
1	238,000	100	1	100%	120	140.0
2	227,290	96	1	100%	120	140.0
3	216,580	91	1	100%	120	140.0
4	205,870	87	1	100%	120	140.0
5	195,160	82	1	100%	120	140.0
6	184,450	78	1	100%	120	140.0
7	173,740	73	1	100%	120	140.0
8	163,030	69	1	100%	120	140.0
9	152,320	64	1	100%	120	140.0
10	141,610	60	1	100%	120	140.0
11	130,900	55	1	100%	120	140.0
12	120,190	51	1	100%	120	140.0
13	109,480	46	2	80%	120	112.0
14	98,770	42	2	80%	120	112.0
15	88,060	37	3	70%	120	98.0
16	77,350	33	3	70%	120	98.0
17	66,640	28	4	60%	120	84.0
18	55,930	24	5	50%	120	70.0
19	45,220	19	5	50%	120	70.0
20	23,800	10	5	50%	120	70.0
<b>Total</b>					<b>2400</b>	<b>2394.0</b>

## **New Meters and Expansions of Services Policy**

### **Conclusions**

The conclusions of this analysis are:

To provide allocation for a new ADU, 100 HCF/yr may be subtracted from a property's variable allocation and 84 HCF/yr should be added to the fixed allocation for the ADU.

To provide allocation for a new primary residence, 140 HCF/yr may be subtracted from a property's variable allocation and 120 HCF/yr should be added to the fixed allocation for the new primary dwelling.

To provide allocations for other combinations of new uses, the amounts to be subtracted from the variable allocation and added to the fixed allocation should be proportional to the above.

Note that there are factors in this approach that favor existing customers, most notably being the unlikelihood of MOWD's wells being out of service for an entire water year. That has never happened to date.

## Review of Application for Will Serve Letter

### New Primary Dwelling for Property with Existing Meter at 235 N. La Luna Ave.

#### ***Proposal***

The proposed project consists of constructing a new single-family, single-story dwelling.

Applicant provided a detailed site plan, showing the location of the proposed structure.

#### ***Screening Step 1: Is the proposed building site on a legal lot? YES***

Applicant provided a copy of a tax assessor parcel map and a subdivision map that indicate a single 3.75-acre parcel.

#### ***Screening Step 2. Will the current allocation support an ADU? YES***

Allocation Details:

- Allocation Case Identifier: AA-0004
- Allocation Category: 1" RES meter, 1 Parcel (017-0-040-15)
- Parcel Size: 3.75 acre (163,350 sq ft)
- Current base Fixed allocation: 120 HCF/yr
- Current base Variable allocation: 521 HCF/yr (Stage 3 = 365 HCF/yr)
- *Fixed base allocation needed to support new primary dwelling:* 120 HCF/yr
- *Deduction from base variable allocation needed to Support existing ADU through drought stages:* 140 HCF/yr

If the primary dwellings are provided the customary fixed dwelling allocations, the new allocation for this property would be as follows:

- New Base Fixed Allocation: **240 HCF/yr (2 Primary Dwellings)**
- New Base Variable Allocation: **281 HCF/yr (Stage 3: 197 HCF/yr)**

#### ***Recommendation***

The District was able to perform a dwelling verification check on the property, however, owner confirmed one existing primary dwelling. The base allocation for this property supports the additional primary dwelling.

- Letter applies only to the proposed single-family, single-story residence, as described in the applicant-provided preliminary site plan with the file date 09-13-2022
- There will be no increase in the total (fixed plus variable) water allocation assigned to the meter Will Serve Letter will expire after 1 year.

## Will-Serve/Proof of Service Letter Request Form for Existing Meters

A "Will-Serve" letter may be issued upon the District's completion of an analysis determining that all conditions of approval are met.

### Applicant Information:

Account #

04- [REDACTED] -08

Name:

[REDACTED]

Company:

Mailing Address:

235 North La Luna Av Ojai Ca, 93023

Phone:

[REDACTED]

Email:

[REDACTED]@gmail.com

### Project Information:

Assessor's Parcel Number:

017-0-040-~~150~~ 150

Service Address:

same as above

City, State, Zip Code:

" " "

Planning Department Development case number (if applicable):

### Type of Construction:

New Construction  Tenant Improvement  ADU  Other

### Type of Use:

Single Family Res  Multi-Family Res (# of dwellings\_\_\_)  Commercial

### Description of Project:

Build a new single family home, single story

### Required Attachments:

1. Drawing/sketch of project (with dimensions)
2. Tax Assessors parcel map that includes the subject property.
3. Subdivision map covering the location of the project.\*

\* Clearly indicate all APNs and legal lots involved in the project. Ensure any markups to county documents do not obscure the underlying information.

---

**Will-Serve/Proof of Service Letter Request Form for Existing Meters**

**Applicant Signature**

[Redacted Signature]

**Date**

9-13-22

*Please allow a minimum of 60 days to evaluate and process this Will Serve letter request. The time frame will depend on receipt of satisfactory information from the applicant and schedule of pertinent District Committees and Board of Directors meetings.*

**OWNERS STATEMENT**

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR ARE INTERESTED IN, THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARY OF THE SUBDIVISION SHOWN ON THIS MAP, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE, AND THAT THEY HEREBY OFFER TO DEDICATE TO THE COUNTY OF VENTURA FOR PUBLIC USE, THE RIGHT-OF-WAY FOR ALL STREETS AND HIGHWAYS SHOWN ON THIS MAP.

Natalio Cornejo and Maria G. Cornejo  
NATALIO CORNEJO - OWNER AND AKA MARIA G. CORNEJO - OWNER  
AKA MARIA G. MEJIA CORNEJO

NATALIO CORNEJO AND MARIA G. MEJIA CORNEJO, HUSBAND AND WIFE AS JOINT TENANTS - OWNERS

STATE OF CALIFORNIA  
COUNTY OF VENTURA )S.S.

ON 11-15-2013 BEFORE ME SHARON K. MYERS A NOTARY PUBLIC, PERSONALLY APPEARED NATALIO CORNEJO AND MARIA G. CORNEJO WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT, THE PERSON OR ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND AND SEAL

Sharon K. Myers  
SIGNATURE  
PRINT NAME SHARON K. MYERS  
PRINCIPAL COUNTY OF BUSINESS VENTURA  
DATE OF EXPIRATION 8-15-2014  
COMMISSION NO. 1895607

**BENEFICIARY UNDER DEED OF TRUST**

MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC. SOLELY AS NOMINEE FOR HOMECOMINGS FINANCIAL NETWORK, INC. AS BENEFICIARY BY AN INSTRUMENT RECORDED OCTOBER 28, 2009 AS DOCUMENT NO. 20091028-0265634 OF OFFICIAL RECORDS OF VENTURA COUNTY.

BY: Norm Morales  
PRINT NAME: Norm Morales TITLE: Assistant Secretary

**SURVEYORS STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF NATALIO CORNEJO AND MARIA G. CORNEJO IN JULY, 2014. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: 8-6-2014  
William T. Hurdle  
WILLIAM T. HURDLE  
L.S. 5453



**MONUMENTATION STATEMENT**

ALL MONUMENTS SHOWN ON THIS MAP ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED (OR WILL BE SET AT THE POSITIONS INDICATED WITHIN ONE YEAR AFTER THE FILING OF THE PARCEL MAP) AND ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: 8-6-2014  
William T. Hurdle  
WILLIAM T. HURDLE  
L.S. 5453



**COUNTY SURVEYORS STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THE MAP ENTITLED PARCEL MAP NO. 5773, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE: 11/18/14  
Wayne E. Battleson  
WAYNE E. BATTLESON,  
PLS 6918  
COUNTY SURVEYOR,  
COUNTY OF VENTURA



**COUNTY SURVEYORS ACCEPTANCE CERTIFICATE**

THE COUNTY SURVEYOR HEREBY ACCEPTS ON BEHALF OF THE COUNTY OF VENTURA, CALIFORNIA; FOR PUBLIC USE THE RIGHT-OF-WAY OF ALL STREETS AND HIGHWAYS AS SHOWN ON THIS MAP.

DATE: 11/18/14  
Wayne E. Battleson  
WAYNE E. BATTLESON,  
PLS 6918  
COUNTY SURVEYOR,  
COUNTY OF VENTURA



**TAX COLLECTORS STATEMENT**

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME

STEVEN HINTZ  
COUNTY TAX COLLECTOR  
COUNTY OF VENTURA  
BY: Steve Hintz  
DEPUTY COUNTY TAX COLLECTOR  
DATE: 11/14/14

**COUNTY RECORDERS CERTIFICATE**

FILED THIS 25th DAY OF November, 2014, AT 9:01A M. IN BOOK 70 OF PARCEL MAPS, AT PAGES 49-50 AT THE REQUEST OF NATALIO CORNEJO  
20141125-00148829-0

MARK A. LUNN  
COUNTY RECORDER  
COUNTY OF VENTURA  
BY: Mark A. Lunn  
DEPUTY COUNTY RECORDER

THIS MAP IS SUBJECT TO CONDITIONS, ORDINANCES, REGULATIONS, STANDARDS AND POLICIES WHICH HAVE BEEN IMPOSED AS A CONDITION OF APPROVAL OF THE MAP. PLEASE REFER TO THE COUNTY OF VENTURA MINOR MODIFICATION TO TENTATIVE PARCEL MAP NO. SD07-0045 (PM 5773), DATED DECEMBER 17, 2009.

**SIGNATURE OMISSIONS**

THE SIGNATURE OF SOUTHERN CALIFORNIA Edison COMPANY, PRESENT OWNER OF AN EASEMENT FOR PUBLIC UTILITIES, AS DISCLOSED BY GRANT OF EASEMENT RECORDED MARCH 1, 1956 IN BOOK 1382, PAGE 291 OF OFFICIAL RECORDS OF VENTURA COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE GOVERNING BODY.

THE SIGNATURE OF RANCHO OJAI MUTUAL WATER COMPANY, PRESENT OWNER OF AN EASEMENT FOR PIPELINES, DAMS, DITCHES, RESERVOIRS, AS DISCLOSED BY DEED RECORDED FEBRUARY 28, 1934 IN BOOK 259, PAGE 197 OF OFFICIAL RECORDS OF VENTURA COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE GOVERNING BODY.

THE SIGNATURE OF OJAI RANCH AND DEVELOPMENT COMPANY, A CORPORATION, PRESENT OWNER OF AN EASEMENT FOR PIPELINES PURPOSES, AS DISCLOSED BY DEED RECORDED SEPTEMBER 16, 1997 IN BOOK 189, PAGE 1 OF OFFICIAL RECORDS OF VENTURA COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE GOVERNING BODY.

THE SIGNATURE OF SOUTHERN CALIFORNIA GAS COMPANY, PRESENT OWNER OF AN EASEMENT FOR PIPELINE TOGETHER WITH METERING, AS DISCLOSED BY GRANT OF EASEMENT RECORDED DECEMBER 16, 2010 AS INSTRUMENT NO. 20101216-0019825 OF OFFICIAL RECORDS OF VENTURA COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE GOVERNING BODY.

**BENEFICIARY ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF Palm Beach )S.S.

ON Nov-19, 2013 BEFORE ME Victoria Vazquez A NOTARY PUBLIC, PERSONALLY APPEARED Norm Morales WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (HE) EXECUTED THE SAME IN HIS (HIS) AUTHORIZED CAPACITY, AND THAT BY HIS (HIS) SIGNATURE ON THE INSTRUMENT, THE PERSON OR ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF FLORIDA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND AND SEAL

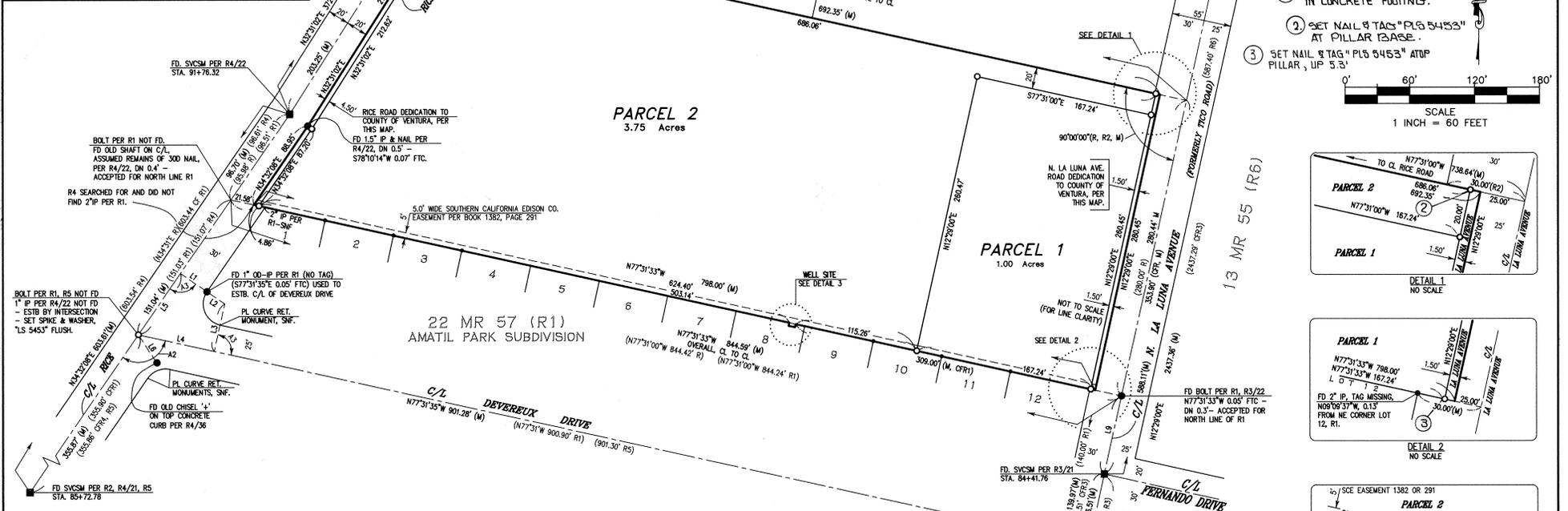
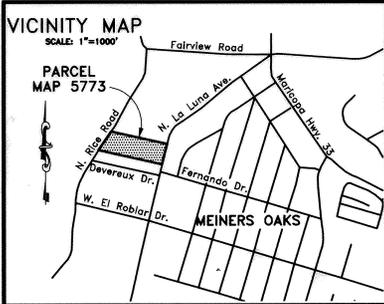
SIGNATURE: Victoria Vazquez  
PRINT NAME Victoria Vazquez  
PRINCIPAL COUNTY OF BUSINESS Palm Beach  
DATE OF EXPIRATION 10/21/2016  
COMMISSION NO. EE 845391

**PARCEL MAP NO. 5773**

IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, BEING A SUBDIVISION OF A PORTION OF LOT 7, BARD SUBDIVISION OF RANCHO OJAI AS PER MAP RECORDED IN BOOK 5, PAGE 25 1/2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOTAL GROSS AREA: 4.79 ACRES  
**SEPTEMBER 2014**





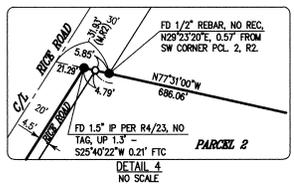
- BOUNDARY NOTES:**
- C/L CONTROL FOR LA LUNA AVENUE AND RICE ROAD WAS ESTABLISHED BY MONUMENTS FOUND PER R3 & R4.
  - THE 1" IRON PIPE FOUND (PER R1) AT THE NORTHERLY BCR ON RICE ROAD WAS USED TO ESTABLISH THE C/L OF DEVEREUX DRIVE, THEN INTERSECTED WITH THE C/L OF RICE ROAD. THIS SOLUTION FITS THE ONE REMAINING TO (PER R4/36) WITHIN 0.02". THE AVERAGE SPLIT OF CONCRETE CURBS ALONG DEVEREUX DRIVE WITHIN 0.05' AND RECORD ANGLES FROM RICE ROAD (R4/22) AND LA LUNA AVENUE (R3/21).
  - MONUMENTS FOUND ON (OR NEAR) THE RICE ROAD AND LA LUNA AVENUE C/L'S WERE ACCEPTED TO ESTABLISH THE NORTHERLY LINE OF R1 (ALMOST PARALLEL WITH C/L OF DEVEREUX DRIVE). THIS LINE WAS ACCEPTED AS THE SOUTHERLY BOUNDARY OF THIS MAP - TO AVOID CREATING A NARROW GAP (0.44' ON THE EASTERLY SIDE AND 0.58' ON THE WESTERLY SIDE) BETWEEN THE NORTHERLY LINE OF R1 AND SOUTHERLY LINE OF (R) DEED.
  - THE NORTHERLY LINE OF THIS MAP WAS ESTABLISHED AT RECORD DISTANCE OF 353.00' ALONG LA LUNA AVENUE (FROM C/L FERNANDO ROAD) PER (R) DEED, THENCE AT RIGHT ANGLES - TO RICE ROAD. THIS SOLUTION IS CONSISTENT WITH DEED CALLS FOR PARCELS LYING NORTHERLY OF THIS MAP AND EXISTING OCCUPATION ALONG NORTHERLY LINE.
  - PARCEL 2 OF (R), THE 3' X 6' WELL SITE (SHOWN ON R1) - WAS ESTABLISHED AT RECORD DISTANCE OF 309.00' (PER R1) FROM C/L LA LUNA AVENUE.

**ABBREVIATIONS**

OF	CALCULATED FROM
C/L	CENTERLINE
DN	DOWN
ESTB.	ESTABLISHED
FD	FOUND
FTC	FROM TRUE CORNER
IP	IRON PIPE
M	MEASURED
O.R.	OFFICIAL RECORDS
PCL	PARCEL
PG	PAGE
PL	PROPERTY LINE
PT	POINT
REC'D	RECORDED
SFC	SURFACE
SNF	SEARCHED, NOT FOUND
STA.	STATION
SVCSM	STANDARD VENTURA COUNTY SURVEY MONUMENT

**ANGLE DATA**

A1	90°00'35" M	(90°00'42" R3/21)
A2	112°03'43" M	(112°03'45" R4/22)
A3	90°00'00" R1, M	



**EASEMENTS**  
 THE FOLLOWING EASEMENT LOCATIONS ARE NOT DISCLOSED BY THE RECORD:  
 WATER PIPELINES PER BK. 186, PG. 1, O.R.  
 WATER RIGHTS, PIPELINES PER BK. 259, PG. 197, O.R.  
 NATURAL GAS PIPELINES & METERING PER DOC NO. 20101216-0199925 O.R.

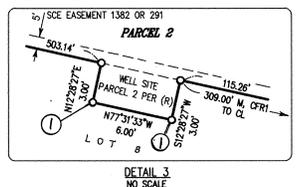
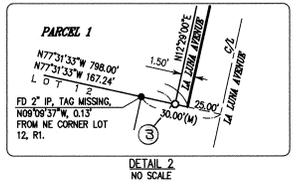
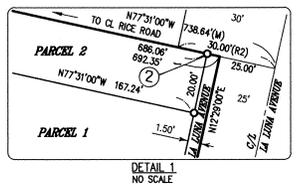
**BASIS OF BEARINGS**  
 THE BASIS OF BEARINGS IS THE CENTERLINE OF LA LUNA AVE BETWEEN DEVEREUX DRIVE AND EL ROBBLAR DRIVE, AS SHOWN ON 22 MR 57, BEING 112°29'00"E AS MONUMENTED PER R3.

**REFERENCE DOCUMENTS**  
 R INSTR. NO. 20030629-0331166, O.R., REC'D 08/29/2003, VENTURA CO. RECORDERS OFFICE.  
 R1 22 MR 57  
 R2 14 PM 80  
 R3 VCFB 1582-M  
 R4 VCFB 1548-M  
 R5 85 MR 79  
 R6 13 MR 55

**LEGEND**  
 (M) MEASURED  
 ● 1/2" IP PER R1 SEARCHED, NOTHING FOUND UNLESS NOTED OTHERWISE.  
 ■ FOUND SVCSM, UNLESS NOTED OTHERWISE.  
 ● FOUND AS DESCRIBED.  
 ○ SET 1-1/2" IP TAGGED PLS 5453", UNLESS OTHERWISE NOTED.

- SET LEAD TACK & TAG "PLS 5453" IN CONCRETE FOOTING.
- SET NAIL & TAG "PLS 5453" AT PILLAR BASE.
- SET NAIL & TAG "PLS 5453" ATOP PILLAR, UP 5.3'

SCALE  
 1 INCH = 60 FEET



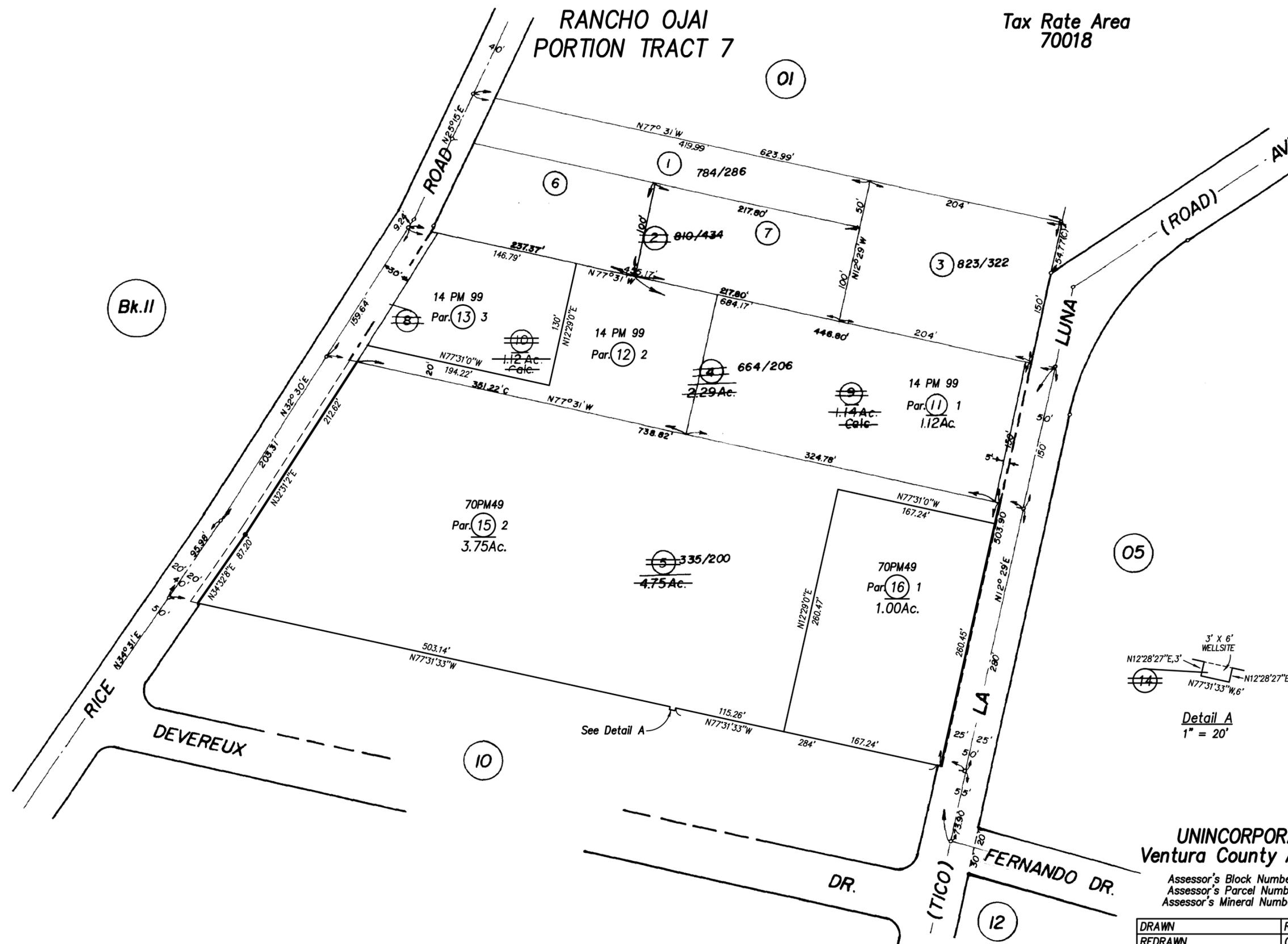
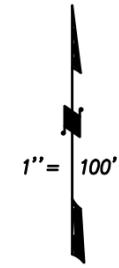
**PARCEL MAP NO. 5773**

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RANCHO OJAI  
PORTION TRACT 7

Tax Rate Area  
70018

17-04



Bk. II

05

10

12

UNINCORPORATED AREA  
Ventura County Assessor's Map.

Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.  
Assessor's Mineral Numbers Shown in Squares.

DRAWN	REVISED	1-26-2015
REDRAWN	CREATED	4-1-1962
INKED	PLOTTED	EFFECTIVE
		ROLL
Compiled By Ventura County Assessor's Office		

NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE DO NOT NECESSARILY CONSTITUTE LEGAL LOTS. CHECK WITH COUNTY SURVEYOR'S OFFICE OR PLANNING DIVISION TO VERIFY.

Roll-Year	15-16	BK. 017 , PG. 04	REVISION LOG				
	DATE		REFERENCE DOC.	EXPLANATION	VOID A.P.N.(s)	RESIDUAL A.P.N.(s)	NEW A.P.N.(s)
1/26/15	70 PM 49		Split	Code	Description	017-0-040-050 & -140	017-0-040-150 & -160



## OJAI, CA

### PROJECT DESCRIPTION:

ADAMS RESIDENCE  
 NEW SINGLE STOREY SINGLE FAMILY RESIDENCE  
 JURISDICTION: Ventura County, California  
 SITE ADDRESS: 235 North La Luna Ave, Ojai, CA 93023  
 APN#: 0170040150

### HOME OWNERS:

Name: Kelly & Tom Adams  
 Mailing: 235 North La Luna Ave, Ojai, CA 93023  
 Phone Number: 1-805-991-6901 / 1-805-637-0514  
 Email: kellyadamsfamily@gmail.com / thomasgadams@gmail.com

### ARCHITECTURAL PAGE INDEX

1 . . . . COVER PAGE	5 . . . .
2 . . . . PERSPECTIVE IMAGES	6 . . . .
3 . . . . SITE PLAN	7 . . . . BUILDING SECTIONS
4 . . . . MAIN FLOOR PLAN	

### STRUCTURAL PAGE INDEX

S0.0 . . . . GENERAL STRUCTURAL NOTES	S3.0 . . . . ROOF FRAMING PLAN
S1.0 . . . . FOUNDATION PLAN	S4.0 . . . . FRAMING DETAILS
S1.1 . . . . SHEARWALL PLAN	S4.1 . . . . FRAMING DETAILS
S2.0 . . . . FOUNDATION DETAILS	S4.2 . . . . FRAMING DETAILS

ADDITIONAL PAGE INDEX: CF1R - PRF - 01E (1-12) . . . . CERTIFICATE OF COMPLIANCE

### REFER TO STRUCTURAL DRAWINGS FOR:

- CONCRETE REINFORCEMENT SPECS, SIZING AND LOCATIONS
- FOUNDATION WALLS, RETAINING WALLS, SHEAR WALLS, FOOTINGS, PIERS, BEAM POCKETS AND HOLD-DOWN ANCHORAGE
- SIZES FOR POSTS, STUD PACKS, BEAMS, LINTELS, FLOOR AND DECK JOISTS, ROOF RAFTERS & FRAMING
- SPECIFIC STRUCTURAL ASSEMBLY DETAILS

1. THESE PLANS DO NOT COVER THE ENTIRE SCOPE OF WORK TO BE DONE. IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO ENSURE THAT WORK IS COMPLETED BY QUALIFIED TRADESPEOPLE IN ACCORDANCE WITH LOCAL AND NATIONAL BUILDING CODES AND BYLAWS.

2. ALL FOOTINGS TO REST ON UNDISTURBED SOILS AND BELOW THE FROSTLINE

3. PROVIDE EXTERIOR FLASHING AROUND CHIMNEYS, EXTERIOR OPENINGS, AT CHANGES IN EXTERIOR MATERIALS, INTERSECTIONS BETWEEN WALL AND ROOF, AND ROOF VALLEYS.

4. CONTRACTOR/BUILDER TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION. ANY CHANGES OR DISCREPANCIES SHALL BE REPORTED TO PURCELL TIMBERFRAMES FOR CLARIFICATION.

5. MANUFACTURERS TO PROVIDE CERTIFICATES OF STRUCTURAL ADEQUACY FOR I-JOISTS AND LVL BEAMS.

6. OWNER/CONTRACTOR RESPONSIBLE TO ENSURE SETBACKS FROM EASEMENTS.

7. THESE PLANS ARE SUBJECT TO APPROVAL BY A CERTIFIED ENGINEER WITH STAMPING AUTHORITY IN THE NOTED LOCATION OF DEVELOPMENT. ALL STRUCTURAL REVISIONS AUTHORIZED BY THE QUALIFIED ENGINEER MUST BE COMPLETED AND ADDED TO FINAL DRAWING SET PRIOR TO COMMENCING CONSTRUCTION. FINAL DRAWING SET MUST BE REVIEWED AND FINALIZED WITH AN ENGINEER'S CERTIFICATION OF APPROVAL STAMP PRIOR TO COMMENCING WITH CONSTRUCTION.

8. ALL DRAWINGS AND DESIGNS PROVIDED BY PURCELL TIMBERFRAMES AND BEARING THE COMPANY LOGO ARE THE EXCLUSIVE PROPERTY OF PURCELL TIMBERFRAMES. DRAWINGS WILL NOT BE COPIED OR USED FOR ANY PURPOSE UNLESS SPECIFICALLY AUTHORIZED BY PURCELL TIMBERFRAMES. \*COPYRIGHT RESERVED \*

STRUCTURAL ENGINEERING PROVIDED BY:



PHONE: 1-(208)-345-8941  
 EMAIL: info@tamarackgrove.com  
 WEBSITE: tamarackgrove.com

GEOTECHNICAL ENGINEERING PROVIDED BY:

### JCR CONSULTING

PHONE: 1-(805)-300-4564  
 ADDRESS: 444 MOONDANCE STREET, THOUSAND OAKS, CA 91360

### COVER PAGE

RESIDENCE  
 35 NORTH LA LUNA AVE,  
 CA (VENTURA COUNTY)

**purcell** TIMBER  
 FRAME  
 HOMES  
 www.purcell.com 1-800-655-5574

PG SIZE: 36x24  
 DRAWN: KK/MRM  
 MAY 16 / 22  
 PG 1 / 7



PERSPECTIVE IMAGES

RESIDENCE  
35 NORTH LA LUNA AVE,  
CA (VENTURA COUNTY)

**purcell** TIMBER  
FRAME  
HOMES  
www.purcell.com 1-800-655-5574

PG SIZE (36x24)  
DRAWN: KK/MRM  
MAY 16/22  
PG 2 / 7

235 NORTH LA LUNA AVE  
OJAI, CA 93023 (VENTURA COUNTY)

ASSESSOR'S PARCEL NUMBER: 0170040150  
CLIMATE ZONE: 9

PROPOSED RESIDENCE FOR  
KELLY AND TOM ADAMS

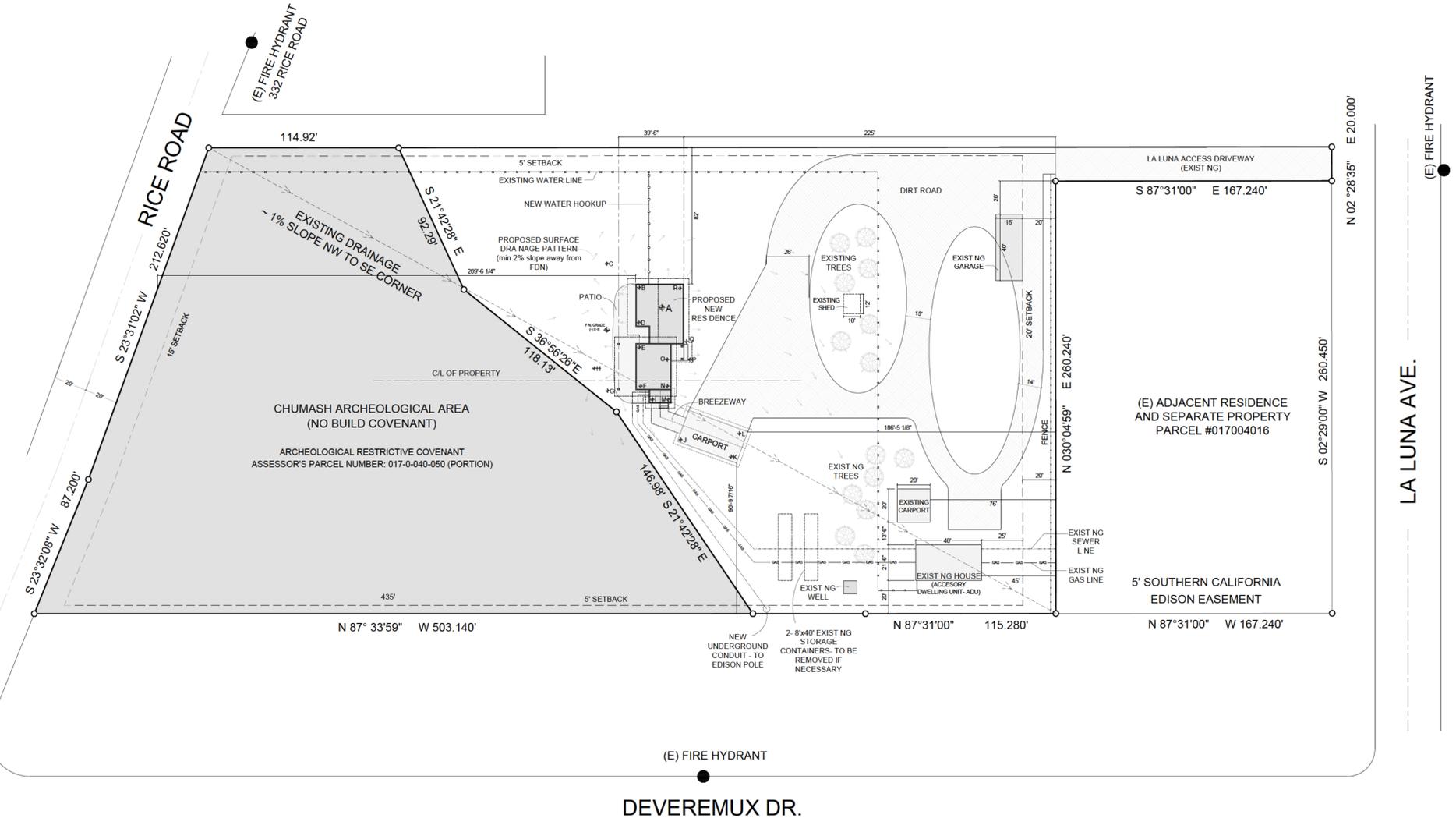
MAILING ADDRESS: 235 North La Luna Ave, Ojai, CA 93023

PHONE: 805-991-6901 / 805-637-0514  
EMAIL: kellyadamsfamily@gmail.com  
thomasgadams@gmail.com

**LOT COVERAGE :**

LOT AREA:	161854.25 SF	SITE COVERAGE:	
PROPOSED HOUSE AREA: (EXCLUDING PATIOS)	1678 SF		1.04%
PROPOSED CARPORT & BREEZEWAY:	995 SF		0.61%
EXISTING HOUSE (ADU):	864 SF		0.53%
EXISTING GARAGE:	640 SF		0.40%
EXISTING CARPORT:	400 SF		0.25%
TOTAL (NEW & EXISTING):	4577 SF		2.83%

**VICINITY MAP : NTS**

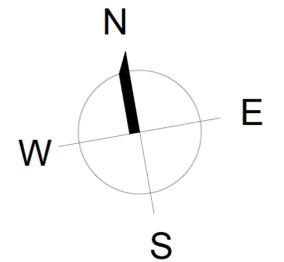


**LEGEND**

EXISTING GRADE ELEVATIONS AT SELECT DATUM POINTS:

- ⊕ A = 0'-0"
- ⊕ B = (-)0'-8"
- ⊕ C = (+)0'-9.50"
- ⊕ D = (-)1'-1.25"
- ⊕ E = (-)1'-6.75"
- ⊕ F = (-)1'-0.00"
- ⊕ G = (-)2'-2.50"
- ⊕ H = 0'-0"
- ⊕ I = (-)2'-7.25"
- ⊕ J = (-)3'-3.75"
- ⊕ K = (-)4'-3.25"
- ⊕ L = (-)3'-9.25"
- ⊕ M = (-)2'-9.25"
- ⊕ N = (-)2'-5.25"
- ⊕ O = (-)2'-0.25"
- ⊕ P = (-)2'-1.25"
- ⊕ Q = (-)1'-11.75"
- ⊕ R = (-)0'-11.5"

ELEVATION NUMBERS BASED OFF POINT 'A' [0'-0"] (T/O HOUSE SLAB)



**SITE PLAN**

DESIGNER:  
Purcell Timberframes Ltd.  
Nelson, BC  
1-250-352-5101  
1-800-655-5574  
www.purcell.com

RESIDENCE  
35 NORTH LA LUNA AVE,  
CA (VENTURA COUNTY)

**purcell** TIMBER  
FRAME  
HOMES  
www.purcell.com 1-800-655-5574

1"=40'-0" (36x24)  
DRAWN: KK/MRM  
MAY 16 / 22  
PG 3 / 7

**DIMENSIONS SHOWN TO:**  
 O/S FACE OF 8" CONC WALL AT FOUNDATION  
 O/S FACE OF 1/2" PLYWD SHTG ON EXT. WALLS  
 CENTERLINE OF INT. WALLS AND COLUMNS

ALL WATER CLOSETS TO BE MAX. 4.8L FLUSH.  
 ALL FIXTURES TO BE WATER-SAVER TYPE

**BEDROOM WINDOW EGRESS:**  
 EACH BEDROOM SHALL HAVE ONE UNOBSTRUCTED OPENING 5.70 SQ. FT WITH MIN. NET CLEAR OPENABLE WIDTH OF 20" OR HEIGHT OF 24" AND A MAX SILL HEIGHT OF 44" ABOVE FINISHED FLOOR. WINDOW HARDWARE MUST NOT OBSTRUCT WINDOW OPENING

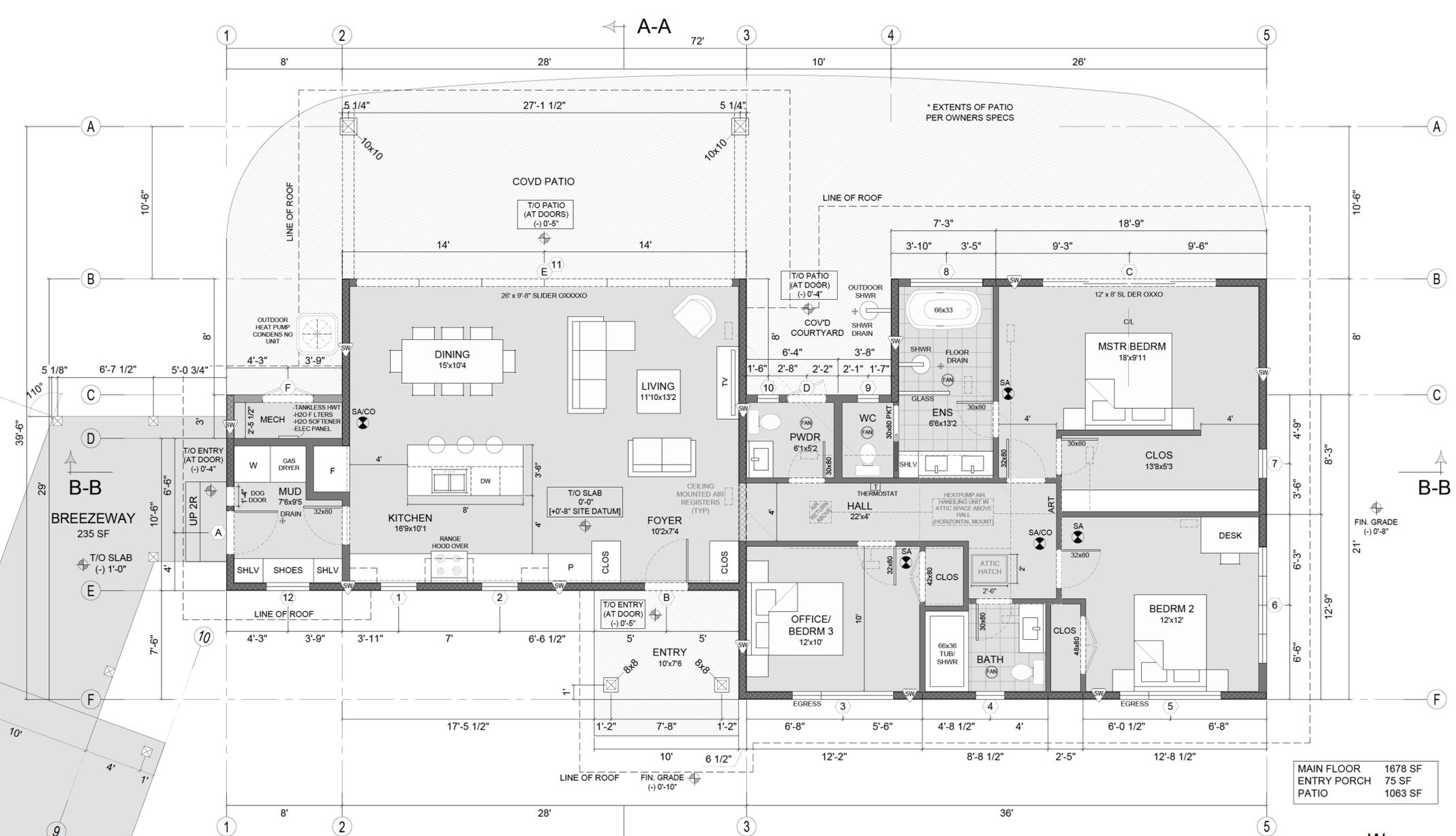
**FIRE BLOCKING:**  
 ANY STUD CAVITY OVER 9' IN HEIGHT REQUIRES SOLID BLOCKING

**SMOKE ALARMS** MUST BE LOCATED AT LEAST THREE FEET FROM BATHROOM (WITH SHOWERS OR BATHTUBS) DOORS AND WITHIN 15 FEET OF BEDROOM, OR ROOM LAWFULLY USED AT ANY TIME FOR SLEEPING IN DWELLING UNITS.

**RADON GAS CONTROL - PER APPENDIX F AF-101, SEC. 18-2-30(11)**  
 - MIN 4" CLEAN COARSE GRANULAR FILL UNDER SLAB  
 - 6 MIL POLY V.B.  
 - SLAB PERIMETER AND PENETRATIONS SEALED W/ FLEXIBLE SEALANT  
 - 4" PIPE CAST VERTICALLY INTO SLAB, CENTRALLY LOCATED, CONTINUOUS TO VENT AT ROOF, CLEARLY LABELLED  
 - ROUGH IN WIRING FOR FUTURE ACTIVE INLINE FAN INSTALLATION

**REFER TO STRUCTURAL DRAWINGS FOR:**  
 • CONCRETE REINFORCEMENT SPECS, SIZING AND LOCATIONS  
 • FOUNDATION WALLS, RETAINING WALLS, SHEAR WALLS, FOOTINGS, PIERS, BEAM POCKETS AND HOLD-DOWN ANCHORAGE  
 • SIZES FOR POSTS, STUD PACKS, BEAMS, LINTELS, FLOOR AND DECK JOISTS, ROOF RAFTERS & FRAMING  
 • SPECIFIC STRUCTURAL ASSEMBLY DETAILS

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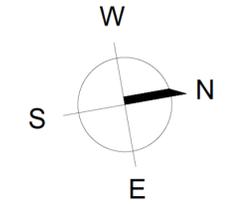
ATTIC ACCESS MINIMUM SIZE OF 22"x30" WITH MINIMUM 30" HEADROOM FOR ATTICS GREATER THAN 30 SF

INTERIOR DOORS: SIZES NOTED ON PLANS ARE THE DOOR SLAB SIZES. CONFIRM ACTUAL FRAME SIZE AND ROUGH OPENING (R.O.) WITH SUPPLIER.

SHEAR WALL AND HOLD DOWN LOCATION

SEE ENGINEER'S STRUCTURAL DRAWINGS FOR TYPES, DETAILS AND HOLD DOWN LOCATIONS FOR SHEAR WALLS.

CONFIRM EXACT EMBED LOCATION WITH PURCELL TIMBER FRAME SHOP DRAWINGS BEFORE CONSTRUCTION.



MAIN FLOOR PLAN

RESIDENCE  
 35 NORTH LA LUNA AVE,  
 CA (VENTURA COUNTY)

**purcell** TIMBER FRAME HOMES  
 www.purcell.com 1-800-655-5574

1/4"=1'-0" (36x24)  
 DRAWN: KK/MRM  
 MAY 16 / 22  
 PG 4 / 7

**C18-001160** STATUS > Expired  
 Construction of a 420 sq. ft. ADU  
 10/20/2022 by Teo Francu

LOCATION > 235 LA LUNA AV  
 OJAI, CA 93023

CONTACT > Thomas Adams

WORKFLOW > 7 total Task  
 3 completed 0 active

Summary Reports Help

**Record Type**  
 Building/CombiniNSFR/Non-Tract  
 Status Expired  
 In Possession Time (hrs)

**Detailed Description**  
 Construction of a 420 sq. ft. ADU

**Opened Date**  
 10/25/2018

**Priority**

**Assigned to Department**  
 Planning  
 Assigned to Staff  
 Angela Georjef

**Expiration Date**

**Assigned Date**

**Created By ACA**  
 N

**Closed by Department**  
 Closed by Staff

**Est. Completion Date**

**Filter Name: Record Detail Form - Building**

**Project Name**

**Comments (4)**

**Communications (0)**

**Conditions (3)**

**Contacts (2)**

**Custom Lists (1)**

**Documents (6)**

This record was LOCKED on 2022-10-20.  
 Condition: Record Close : Processing Complete for record Severity: Lock  
 Total conditions: 3 (Lock: 1, Notice: 2)  
 Learn more about this lock and how to resolve it

VENTURA OFFICE (WEST COUNTY)  
 TEL: (805) 654-2771  
 Inspection Requests: (805) 654-2791  
 800 S. Victoria Ave., Ventura, CA 93009  
 building@ventura.org  
 www.ventura.org/divisions/building-and-safety

## Review of Application for Will Serve Letter

### Existing ADU (unaccounted) for Property with Existing Meter at 143 S. Padre Juan

#### ***Proposal***

The request is for a longtime pre-existing ADU, customer needs will-serve letter to get ADU permitted. There will be no construction or changes to the footprint. Customer currently pays MWAC for the other three (permitted) dwellings.

Applicant provided a detailed site plan, showing the location of the proposed structure.

#### ***Screening Step 1: Is the proposed building site on a legal lot? YES***

Applicant provided a copy of a tax assessor parcel map and a subdivision map that indicate a single 0.25-acre parcel.

#### ***Screening Step 2. Will the current allocation support an ADU? YES***

Allocation Details:

- Allocation Case Identifier: AA-0421
- Allocation Category: 5/8" RES meter, 1 Parcel (017-0-142-13)
- Parcel Size: 0.25 acre (10,890 sq ft)
- Current base Fixed allocation: 252 HCF/yr (7 HCF/mo x 3 dwellings)
- Current base Variable allocation: 147 HCF/yr (Stage 3 = 103 HCF/yr)
- *Fixed base allocation needed to support existing non-permitted ADU: 120 HCF/yr*
- *There should not be a reduction to the variable allocation, as this building existing prior to 2016.*

If the primary dwellings are provided the customary fixed dwelling allocations, the new allocation for this property would be as follows:

- New Base Fixed Allocation: **336 HCF/yr (4 Dwellings)**
- New Base Variable Allocation: **147 HCF/yr (Stage 3: 103 HCF/yr)**

#### ***Recommendation***

The District was able to perform a dwelling verification check on the property, the owner confirmed three existing permitted dwellings (MWAC billed x 3 dwellings), the existing garage ADU was not permitted and not billed MWAC nor included in original allocation calculation. The base allocation for this property should be adjusted to included the fixed allocation for the fourth dwelling.

- Letter applies only to the permitting of the existing ADU, as described in the applicant-provided preliminary site plan with the file date 10-11-2022.
- There will be no increase in the total (fixed plus variable) water allocation assigned to the meter Will Serve Letter will expire after 1 year.

## Will-Serve/Proof of Service Letter Request Form for Existing Meters

A "Will-Serve" letter may be issued upon the District's completion of an analysis determining that all conditions of approval are met.

### Applicant Information:

Account # 02- [REDACTED] -01

Name: [REDACTED]

Company:

Mailing Address: [REDACTED]

Ojai, CA 93023-4204

Phone: 805- [REDACTED]

Email: [REDACTED]

eaolicom

### Project Information:

Assessor's Parcel Number: 017-0-142-130

Service Address: 143 S. Padre Juan Avenue

City, State, Zip Code: Ojai, CA 93023

Planning Department Development case number (if applicable):

### Type of Construction:

New Construction     Tenant Improvement     ADU     Other

### Type of Use:

Single Family Res     Multi-Family Res (# of dwellings\_\_\_)     Commercial

### Description of Project:

Permitted ADU

### Required Attachments:

1. Drawing/sketch of project (with dimensions)
2. Tax Assessors parcel map that includes the subject property.
3. Subdivision map covering the location of the project.\*

\* Clearly indicate all APNs and legal lots involved in the project. Ensure any markups to county documents do not obscure the underlying information.

## Will-Serve/Proof of Service Letter Request Form for Existing Meters

I acknowledge that MOWD will bill a \$100 Administrative Fee.

**Applicant Signature**

[Redacted Signature]

**Date**

10/11/2022

*Please allow a minimum of 60 days to evaluate and process this Will Serve letter request. The time frame will depend on receipt of satisfactory information from the applicant and schedule of pertinent District Committees and Board of Directors meetings.*

17-14

Tax Rate Area  
70018

RANCHO OJAI

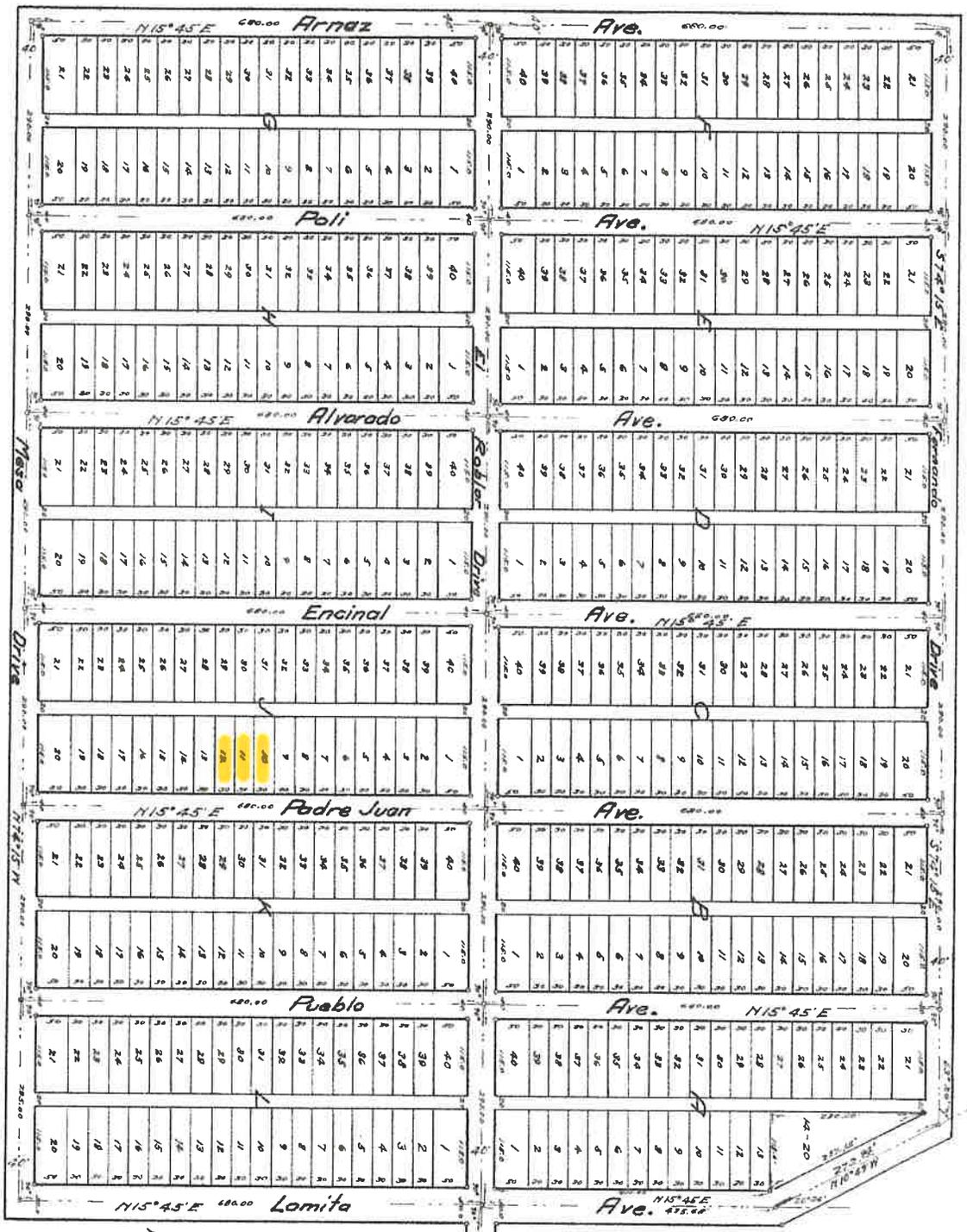


**UNINCORPORATED AREA**  
Ventura County Assessor's Map.

DRAWN	REVISED	10-5-2007
REDRAWN	4-1-1982 CREATED	
INMCD	PLOTTED EFFECTIVE	ROLL
	PREVIOUS Bk. Partition Pt.	
Compiled By: Ventura County Assessor's Office		

NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE  
DO NOT NECESSARILY CONSTITUTE LEGAL LOTS.  
CHECK WITH THE COUNTY PLANNING OFFICE OR  
PLANNING DIVISION TO VERIFY.

Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.  
Assessor's Aerial Numbers Shown in Squares.



MAP OF  
 SUBDIVISION NO. 1  
**MENERS OJAI GRMS**  
 Part of Tract 7 of  
**RANCHO OJAI**  
 as subdivided by T.R. Bond  
 1887-1890  
**VENTURER CO. CALIFORNIA**  
 Scale 1" = 100'  
 Prepared by  
 Raymond B. Ransell, Engineer  
 a Division Member of the State Bar

Sheet 1 of 1

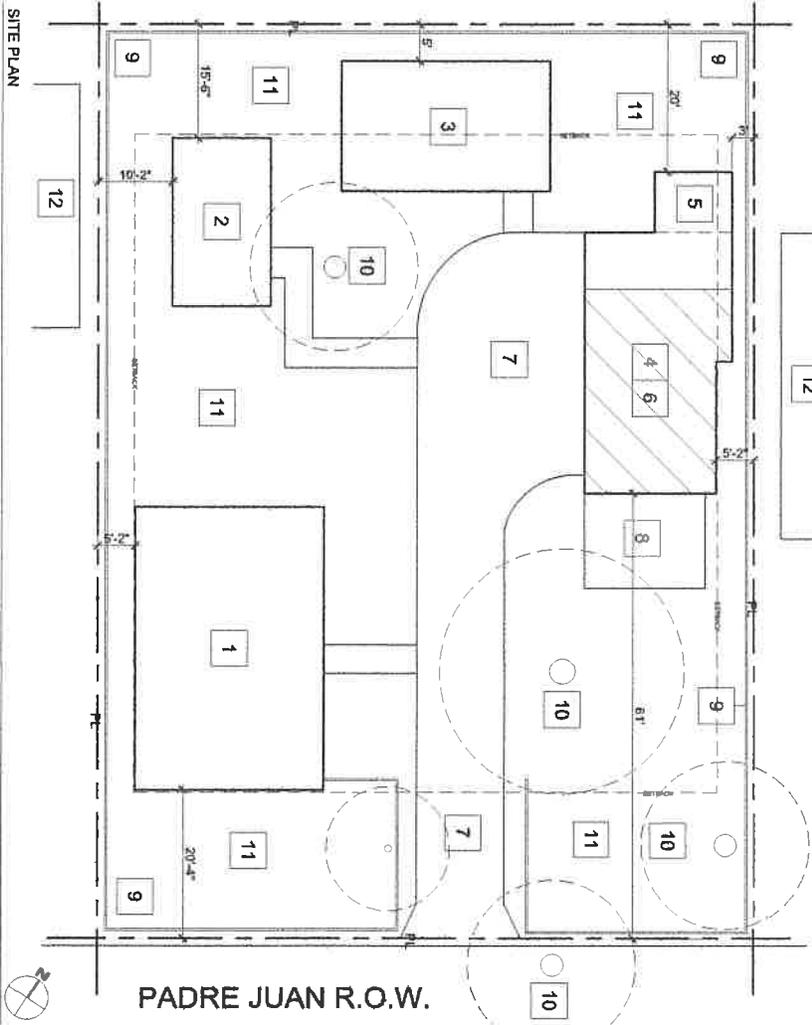


**BEST MANAGEMENT PRACTICES**

ALL BEST MANAGEMENT PRACTICES (BMPs) SHALL BE PERFORMED IN ACCORDANCE WITH THE CALIFORNIA WATER QUALITY CONTROL REGULATIONS (40 CFR 122.3) AND THE CALIFORNIA WATER QUALITY CONTROL REGULATIONS (40 CFR 122.3) AND THE CALIFORNIA WATER QUALITY CONTROL REGULATIONS (40 CFR 122.3).

**CODE COMPLIANCE**

ALL WORK AND MATERIALS SHALL BE PERFORMED IN ACCORDANCE WITH THE CALIFORNIA WATER QUALITY CONTROL REGULATIONS (40 CFR 122.3) AND THE CALIFORNIA WATER QUALITY CONTROL REGULATIONS (40 CFR 122.3) AND THE CALIFORNIA WATER QUALITY CONTROL REGULATIONS (40 CFR 122.3).



**PADRE JUAN R.O.W.**

1/8" = 1'-0"

**KEYED NOTES**

1	EXISTING CONCRETE
2	EXISTING ASPHALT
3	EXISTING GRAVEL
4	EXISTING SAND
5	EXISTING GRAVEL
6	EXISTING SAND
7	EXISTING GRAVEL
8	EXISTING SAND
9	EXISTING GRAVEL
10	EXISTING SAND
11	EXISTING GRAVEL
12	EXISTING SAND

**PROJECT SCOPE**

CONVERSION OF (E) CARPORT/POURCE AREA INTO A (M) ACCESSORY DWELLING UNIT PER PLANS

**PROJECT INFORMATION**

**SITE / ADDRESS:** 1413 S. PADRE JUAN AVENUE, Ojai, CA 93023  
**OWNER/NOODS:** 460 S. BOWLE LANE, Ojai, CA 93023  
**APR:** 01/17/13  
**LOT SIZE:** 26 ACRES / 9,280 SF  
**ZONE:** R1-10-28B  
**OCCUPANCY:** M2  
**COMPTYPE:** TYPE 1A  
**NO. STORES:** 1  
**FIRE RISK/TYPE:** M2  
**FIRE SPREADLINE:** M2  
**(E) AREA:** 0 SF  
**(E) RESIDENCE R1:** 772 SF  
**(E) RESIDENCE R2:** 428 SF  
**(E) RESIDENCE R3:** 528 SF  
**(E) GARAGE/STORAGE:** 644 SF  
**(E) LAUNDRY:** 88 SF  
**(E) TOTAL AREA:** 2,460 SF  
**DATE:** 02/08/13

**COVER SHEET**  
**PROJ INFO**  
**SITE PLAN**  
**VIC MAP**

**143**  
**S. PADRE JUAN AVENUE**  
**OJAI, CALIFORNIA**

**SHEET INDEX**

- T-0 COVER SHEET, SITE PLAN, PROJECT INFO
- A-1 VIC MAP
- A-2 (E) GARAGE/STORAGE PLAN
- A-3 (E) LAUNDRY PLAN
- A-4 (E) TOTAL AREA
- A-5 (E) ZONING



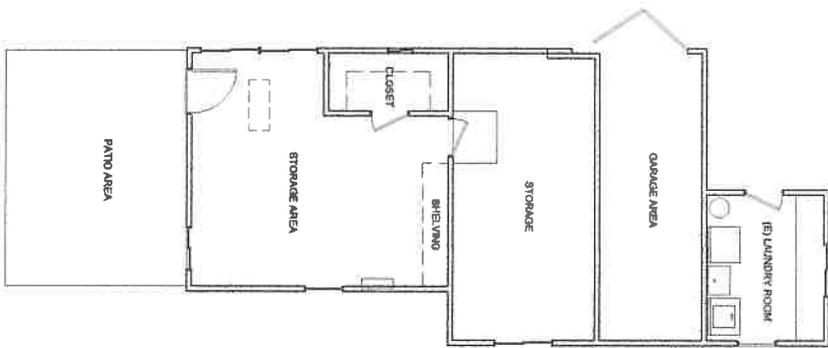
**VICINITY MAP**

**Ray Ames - Designer**  
 2309 Aztec Ave  
 Ventura, CA 93001  
 (805) 407-8327  
 rames@yahoodesigngroup.com  
 houz.com/rayames

**10.3.22**

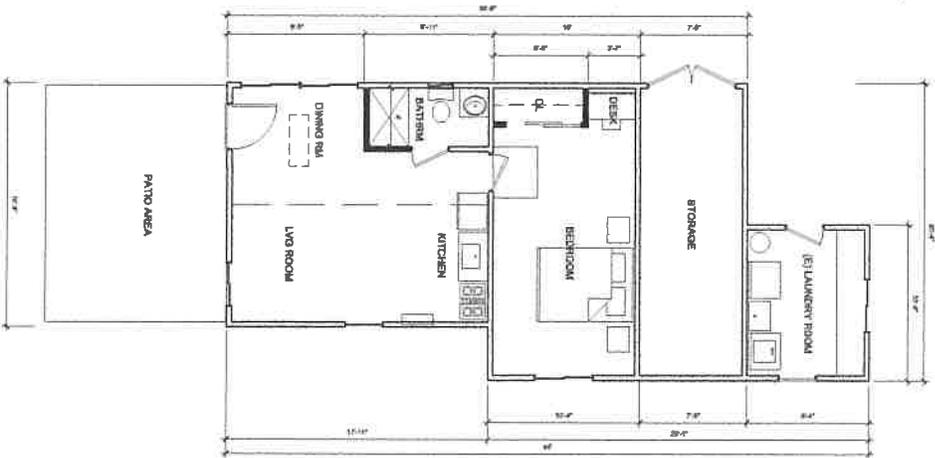
**T-0**

(E) FLR PLAN  
(N) FLR PLAN



(E) GARAGE / STORAGE FLOOR PLAN

1/4" = 1'-0"



(N) ADU FLOOR PLAN

1/4" = 1'-0"



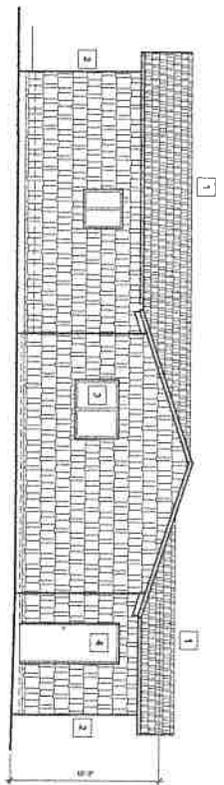
143  
S. PADRE JUAN  
AVENUE  
OJAIL,  
CALIFORNIA

Riv Amis - Designer

2308 Adtec Ave  
Ventura, CA 93001  
(805) 407-6927  
fmh@fmh.com  
foobiddelegroup.com  
houzz.com/~fmh/fmh

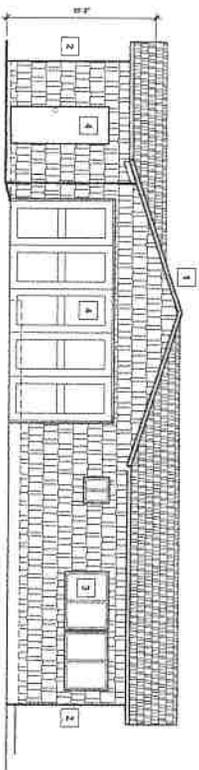
10.3.22

A-1



NORTH ELEVATION

1/4" = 1'-0"

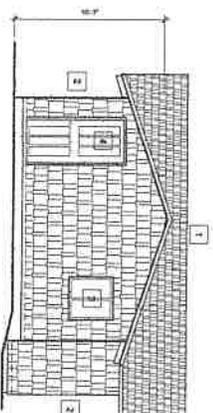


SOUTH ELEVATION

1/4" = 1'-0"

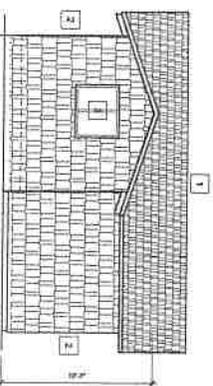
**KEYNOTES**

1	GLAZING, POLYCARBONATE
2	BRICK MASONRY
3	GLAZING, WOODGRAIN
4	DOORS



EAST ELEVATION

1/4" = 1'-0"



WEST ELEVATION

1/4" = 1'-0"

ELEVATIONS

143  
S. PADRE JUAN  
AVENUE

OJAI,  
CALIFORNIA

Ray Armas - Designer

2308 Aztec Ave  
Ventura, CA 93001  
(805) 407-8327  
rthiller@yishoo.com  
footballstrikersgroup.c  
houzz.com/profthiller

10.3.22

A-2

**SCHEDULE E**  
**(Form 1040)**

**Supplemental Income and Loss**

OMB No. 1545-0074

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)  
▶ Attach to Form 1040, 1040NR, or Form 1041.

**2015**

Department of the Treasury  
Internal Revenue Service (99)

▶ Information about Schedule E and its separate instructions is at [www.irs.gov/schedulee](http://www.irs.gov/schedulee).

Attachment  
Sequence No. **13**

Name(s) shown on return

Your social security number

**Part I** **Income or Loss From Rental Real Estate and Royalties** Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

- A** Did you make any payments in 2015 that would require you to file Form(s) 1099? (see instructions)  Yes  No  
**B** If 'Yes,' did you or will you file required Forms 1099?  Yes  No

**1a** Physical address of each property (street, city, state, ZIP code)

**A** 141-149 PADRE JUAN, OJAI, CA 93023

**B** [REDACTED]  
**C** [REDACTED]

1b Type of Property (from list below)	2 For each rental real estate property listed above, report the number of fair rental and personal use days. Check the <b>QJV</b> box only if you meet the requirements to file as a qualified joint venture. See instructions.		Fair Rental Days	Personal Use Days	QJV
			A	B	C
A 2		A			
B 2		B			
C 1		C			

**Type of Property:**

- 1 Single Family Residence    3 Vacation/Short-Term Rental    5 Land    7 Self-Rental  
 2 Multi-Family Residence    4 Commercial    6 Royalties    8 Other (describe)

Income:	Properties:	A	B	C
3 Rents received	3	[REDACTED]	[REDACTED]	[REDACTED]
4 Royalties received	4	[REDACTED]	[REDACTED]	[REDACTED]
<b>Expenses:</b>				
5 Advertising	5	[REDACTED]	[REDACTED]	[REDACTED]
6 Auto and travel (see instructions)	6	[REDACTED]	[REDACTED]	[REDACTED]
7 Cleaning and maintenance	7	[REDACTED]	[REDACTED]	[REDACTED]
8 Commissions	8	[REDACTED]	[REDACTED]	[REDACTED]
9 Insurance	9	[REDACTED]	[REDACTED]	[REDACTED]
10 Legal and other professional fees	10	[REDACTED]	[REDACTED]	[REDACTED]
11 Management fees	11	[REDACTED]	[REDACTED]	[REDACTED]
12 Mortgage interest paid to banks, etc (see instructions)	12	[REDACTED]	[REDACTED]	[REDACTED]
13 Other interest	13	[REDACTED]	[REDACTED]	[REDACTED]
14 Repairs	14	[REDACTED]	[REDACTED]	[REDACTED]
15 Supplies	15	[REDACTED]	[REDACTED]	[REDACTED]
16 Taxes	16	[REDACTED]	[REDACTED]	[REDACTED]
17 Utilities	17	[REDACTED]	[REDACTED]	[REDACTED]
18 Depreciation expense or depletion	18	[REDACTED]	[REDACTED]	[REDACTED]
19 Other (list) ▶ <u>SEE STM 1 SEE STM 2 SEE ST 3</u>	19	[REDACTED]	[REDACTED]	[REDACTED]
20 Total expenses. Add lines 5 through 19	20	[REDACTED]	[REDACTED]	[REDACTED]
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see instructions to find out if you must file Form 6198.	21	[REDACTED]	[REDACTED]	[REDACTED]
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22			
23a Total of all amounts reported on line 3 for all rental properties	23a	[REDACTED]	[REDACTED]	[REDACTED]
b Total of all amounts reported on line 4 for all royalty properties	23b	[REDACTED]	[REDACTED]	[REDACTED]
c Total of all amounts reported on line 12 for all properties	23c	[REDACTED]	[REDACTED]	[REDACTED]
d Total of all amounts reported on line 18 for all properties	23d	[REDACTED]	[REDACTED]	[REDACTED]
e Total of all amounts reported on line 20 for all properties	23e	[REDACTED]	[REDACTED]	[REDACTED]
24 <b>Income.</b> Add positive amounts shown on line 21. <b>Do not</b> include any losses.	24	[REDACTED]	[REDACTED]	[REDACTED]
25 <b>Losses.</b> Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here.	25	[REDACTED]	[REDACTED]	[REDACTED]
26 <b>Total rental real estate and royalty income or (loss).</b> Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2.	26	[REDACTED]	[REDACTED]	[REDACTED]

# RESIDENTIAL AGREEMENT (MONTH-TO-MONTH)

**1. PARTIES:** This Rental Agreement is made and entered into this 25 day of MARCH 2014, \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as LANDLORD) and \_\_\_\_\_ (hereinafter referred to as TENANT).

**2. PREMISES:** Subject to the terms and conditions of this Rental Agreement LANDLORD rents to TENANT and TENANT rents from LANDLORD for residential use only the Premises located at:  
City of MEINER OAK, County of VENTURA, State of CALIFORNIA  
commonly known as 141 S. PADRE JUAN

**THIS RESIDENCE INCLUDES:**  Garage space \_\_\_\_\_  Storage unit \_\_\_\_\_  
 Parking space \_\_\_\_\_  Additional \_\_\_\_\_  Additional \_\_\_\_\_

**3. TERM:** This is a Month-to-Month Rental Agreement), commencing this 15 day of APRIL 2014.

**4. RENT:** TENANT shall pay to LANDLORD as rent for the Premises, the sum of SEVEN HUNDRED TWENTY FIVE DOLLARS (\$ 725) dollars per month, in advance on the \_\_\_\_\_ day of each month during the term hereof. Rent that is not paid in full by the \_\_\_\_\_ of the month will be subject to an additional late fee of (\$ \_\_\_\_\_) dollars.

\*Rent shall be payable without notice or demand and without any deduction, off-set, or abatement and in lawful money of the United States to the LANDLORD at the address stated herein or to such other persons or such other that the landlord may designate to places TENANT in writing.

**5. UTILITIES / SERVICES:** As indicated below, either TENANT or LANDLORD shall make arrangements and pay for the following utilities supplied to the Premises together with any taxes thereon and for all connection charges:

Landlord	Tenant	Landlord	Tenant	Landlord	Tenant	Landlord	Tenant
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
Gas		Electricity		Water		Sanitation	
<input type="checkbox"/>	<input type="checkbox"/>						
Telephone		Internet		Cable		Landscaping	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heat							

**6. SECURITY DEPOSIT:** TENANT shall deposit with LANDLORD a security deposit in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars. TENANT shall not use the security deposit to pay ANY month's rent. LANDLORD may withhold from security deposit only such amounts as are reasonably necessary to remedy TENANT'S defaults

**7. USE:** TENANT shall not sub-let the demised premises, or any part thereof, or assign this agreement without the LANDLORD'S written consent. Premises shall be used for residence purposes only, for one family of 1 adults and 0 children. TENANT shall not violate any city ordinance or state law in or about said premises.

**8. REPAIRS AND MAINTENANCE:** Except as to any condition which makes the premises uninhabitable, lessee hereby waives all right to make repairs at the expense of the LANDLORD as provided by applicable state law. TENANT shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to the LANDLORD in as good condition as when received, ordinary wear and damage by elements excepted.

**9. FRAUDULENT REPRESENTATIONS:** LANDLORD has the right to terminate Rental Agreement if TENANT has made any fraudulent representations to LANDLORD.

**10. ALTERATIONS AND ADDITIONS:** TENANT shall make no alterations, additions or improvements to the Premises without the prior written consent of LANDLORD or without such consent shall TENANT cut, alter, drive nails or screws into, or otherwise mar or injure any of the walls, floors, plastering, woodwork or any other part of Premises.



**11. RIGHT OF ENTRY BY LANDLORD:** LANDLORD reserves the right to himself or his agent to enter said premises in case of emergency. TENANT shall permit the LANDLORD and/or its agents to enter Premises at reasonable times and upon reasonable notice (a) to make necessary or agreed upon repairs, decorations, alterations, or improvements, (b) to supply necessary or agreed upon services, (c) to show the dwelling to prospective or actual purchasers, mortgagees, TENANTS, workmen, or contractors or (d) to comply with a court order. Twenty four (24) hours advance notice is presumed to be reasonable. TENANT agrees not to change any lock or locking device to said premises without prior written consent of the LANDLORD, but TENANT will, upon demand, furnish LANDLORD with the keys for the purpose of making duplicates thereof.

**12. HOLD HARMLESS:** TENANT shall hold LANDLORD harmless from any damage resulting from this Rental Agreement, other TENANTS, their guests and/or invitees, including, but not limited to, TENANTS' use or occupancy of the Premises, legal actions, liabilities, legal costs, subsequent damages, loss of rent, third party claims, damage to Premises, etc. Except for LANDLORD'S willful or grossly negligent conduct, TENANT will hold LANDLORD exempt and harmless for any direct or indirect harm as a result of Rental Agreement.

**13. TERMINATION:** LANDLORD or TENANT can terminate this Rental Agreement after giving a (\_\_\_\_\_) day, but no less than 30 days, notice in writing to the other Party.

**14. PETS:** No pets will be allowed without specific written permission from LANDLORD. If LANDLORD gives permission, only the individual pet specified will be allowed. Having a pet may increase TENANT'S security deposit and/or rent. If PETS addendum (Form #996) is present, addendum supersedes this section.

**15. NOTICES:** All notices to TENANT shall be given in the manner provided by applicable laws of the State where the Premises are located. Notices mailed to TENANT shall be addressed to premises, or as specified below. All notices to LANDLORD shall be given in writing personally or by depositing the same in the U.S. mail, postage prepaid, and addressed to the LANDLORD at the place designated by LANDLORD for the payment of rent, or as specified below:

Landlord Address \_\_\_\_\_

City DTA State CA Zip 93023

Tenant's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**16. OTHER PROVISIONS:** The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

**17. ADDENDUM:** As checked below, TENANT acknowledges receipt of the indicated attachments, copy(s) of which is/are attached hereto, and are incorporated herein as though fully set forth at length.

- |   |   |
|---|---|
| <input type="checkbox"/> - Rules and Regulations (Form #990)              | <input type="checkbox"/> - Megan's Law (REQUIRED in CA) (Form #991) |
| <input type="checkbox"/> - Move In/Out Condition of Premises (Form #992)  | <input type="checkbox"/> - Liquid Filled Furniture (Form #999)      |
| <input type="checkbox"/> - Household or Property Inventory (Form #1011)   | <input type="checkbox"/> - Pets (Form #996)                         |
| <input type="checkbox"/> - Lead Based Paint / Asbestos Notice (Form #995) | <input type="checkbox"/> - Other _____                              |

THE PARTIES HERETO HAVE ACCEPTED AND EXECUTED THIS RESIDENTIAL AGREEMENT - MONTH TO MONTH ON THE DATE IN SECTION 1 ABOVE.

\_\_\_\_\_  
LANDLORD'S AUTOGRAPH

\_\_\_\_\_  
TENANT'S AUTOGRAPH

**RENTAL AGREEMENT (MONTH-TO-MONTH)**

Date: 4/24/15

Agreement between \_\_\_\_\_, Owner(s), and \_\_\_\_\_, Tenant(s), for a dwelling located at 141 S. PARKER TURN DTAH (Location).

Tenant(s) agree to rent this dwelling on a month-to-month basis for \$ \_\_\_\_\_ per month, payable in advance on the 15<sup>TH</sup> day of the calendar month for which Owner(s) will give Tenant(s) a rebate/discount of \$ \_\_\_\_\_.

The first month's rent for this dwelling is \$ \_\_\_\_\_.

The security/cleaning deposit on this dwelling is \$ \_\_\_\_\_ It is refundable if Tenant(s) leave the dwelling reasonably clean and undamaged.

Tenant(s) will give 30 days' notice in writing before they move and will be responsible for paying rent through the end of this notice period or until another tenant approved by the Owner(s) has moved in, whichever comes first.

Owners will refund all deposits due within 5 days after Tenants has/have moved out completely and returned the keys.

Only the following 1 persons and 1 pets are to live in this dwelling described as \_\_\_\_\_.

Without Owners' prior permission written permission, no other persons may live there and no other pets may stay there, even temporarily, nor may the dwelling be sublet or used for business purposes.

Use of the following is included in the rent:

\_\_\_\_\_

Remarks (if any):

---

TENANTS AGREE TO THE FOLLOWING:

- 1) to accept the dwelling "as is," having already inspected it.
- 2) to keep yards and garbage areas clean.
- 3) to keep from making loud noises and disturbances and to play music and broadcast programs at all times so as not to disturb other people's peace and quiet.
- 4) not to paint the dwelling without first getting Owner(s) written permission.
- 5) to park motor vehicles in the assigned space and to keep that space clean of oil drippings and grease.
- 6) not to repair motor vehicle on the premises (unless it is in an enclosed garage) if such repairs will take longer than a day.
- 7) to allow Owner(s) to inspect the dwelling, work on it, or show it to prospective tenants at any and all reasonable times.
- 8) not to keep any liquid-filled furniture in this dwelling.
- 9) to pay rent by check or money order made out to the Owner(s) (returned checks will have applicable late payment fees).
- 10) to pay for repairs of all damage, they or their guests have caused.
- 11) to pay for any windows broken in the dwelling while they live there.

Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under applicable code sections. The prevailing party (shall/shall not) recover reasonable legal service fees involved.

Tenants hereby acknowledge that they have read this Agreement, understand it, agree to it, and have been given a copy.

Owner:  Tenant: 

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



Date 11/23/2021 [redacted] ("Landlord") and [redacted] ("Tenant") agree as follows ("Agreement"):

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: S Padre Juan Ave, Ojai, CA ("Premises").
B. The Premises are for the sole use as a personal residence by the following named person(s) only: [redacted]
C. The following personal property, maintained pursuant to paragraph 11, is included: [redacted] or (if checked) the personal property on the attached addendum is included.
D. The Premises may be subject to a local rent control ordinance

2. TERM: The term begins on (date) [redacted] ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

- (Check A or B):
[X] A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
[ ] B. Lease: This Agreement shall terminate on (date) [redacted] at [redacted] AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ [redacted] per month for the term of the Agreement.
B. Rent is payable in advance on the 1st (or 15th) day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
D. PAYMENT: (1) Rent shall be paid by [ ] personal check, [ ] money order, [ ] cashier's check, made payable to [redacted] [ ] wire/electronic transfer, or [ ] other [redacted]
(2) Rent shall be delivered to (name) [redacted] Ojai (whose phone number is) [redacted] at (address) [redacted] (or at any other location subsequently specified by Landlord in writing to Tenant) (and [ ] if checked, rent may be paid personally, between the hours of [redacted] and [redacted] on the following days [redacted]).
(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by [ ] money order, or [ ] cashier's check.
E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT: [redacted]

- A. Tenant agrees to pay \$ [redacted] as a security deposit. Security deposit will be [ ] transferred to and held by the Owner of the Premises, or [ ] held in Owner's Broker's trust account.
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
D. No interest will be paid on security deposit unless required by local law.
E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials [redacted] Landlord's Initials [redacted]

141  
Premises: S Padre Juan Ave, Olaj, CA

Date: 11/29/2022

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by  personal check,  money order, or  cashier's check,  wire/ electronic transfer.

Category	Total Due	Payment Received	Balance Due	Date Due	Payable To
Rent from _____ to _____ (date)					
*Security Deposit					
Other					
Other					
Total					

\*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises.

6. **LATE CHARGE; RETURNED CHECKS:**

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or  ) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

A. Parking is permitted as follows: \_\_\_\_\_

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

OR  B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

A. Storage is permitted as follows: \_\_\_\_\_

The right to separate storage space  is,  is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: 875 electric except WATER HEATING GAS ELECTRIC which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

- A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
- B. **Gas Meter:** The Premises does not have a separate gas meter.
- C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_

B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).

C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO)  within 3 days after execution of this Agreement;  prior to the Commencement Date;  within 3 days after the Commencement Date.  
(ii) Tenant shall complete and return the MIMO to Landlord within 3 (or  ) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.

Tenant's Initials ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ )



- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or  \_\_\_\_\_) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.
- E. Other: \_\_\_\_\_

**11. MAINTENANCE USE AND REPORTING:**

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Landlord  Tenant shall maintain \_\_\_\_\_
- E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_
- H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.
- I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

**12. NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

**13. PETS:** Unless otherwise provided in California Civil Code §54.2, or other law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent,  except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

**14. SMOKING:**

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises.  Smoking of the following substances only is allowed: \_\_\_\_\_

**15. RULES/REGULATIONS:**

- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees, and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

**B. (If applicable, check one)**

- 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_
- OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

Tenant's Initials ( [redacted] )

Landlord's Initials [redacted]



16.  (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_ Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Landlord shall have the right to deduct such amounts from the security deposit.
- B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in paragraph 5, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.
- C. (Check one)
  - 1. Landlord shall provide Tenant with a copy of the HOA Rules within \_\_\_\_\_ days or \_\_\_\_\_
  - OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 25C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

- A. Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  \_\_\_\_\_);
  - \_\_\_\_\_ key(s) to Premises,  \_\_\_\_\_ remote control device(s) for garage door/gate opener(s),
  - \_\_\_\_\_ key(s) to mailbox, \_\_\_\_\_
  - \_\_\_\_\_ key(s) to common area(s), \_\_\_\_\_
- B. Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.
- C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Landlord, Broker and Interested Persons may take photos of the Premises.
- B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
- C.  (if checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Landlord has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet.
- B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:** A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. B. This prohibition also applies (  does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

Tenant's Initials ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ )



**23. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

**24. POSSESSION:**

- A. (1) Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  \_\_\_\_\_) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- or (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
- B.  Tenant is already in possession of the Premises.

**25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

- A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_
- B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 25C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

**26. BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 25, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

**27. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

**28. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

**29. INSURANCE:** A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C.  Tenant shall obtain liability insurance, in an amount not less than \$ \_\_\_\_\_, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

**30. WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises  Portable Dishwasher  Portable Washing Machine.

**31. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

Tenant's Initials

Landlord's Initials



32 NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord: [REDACTED]  
OTAI, LA 93023

Tenant: \_\_\_\_\_  
\_\_\_\_\_

33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. **REPRESENTATION**

**A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; (ii) After commencement date, upon disapproval of an updated credit report or upon discovering that information in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

**B. LANDLORD REPRESENTATIONS:** Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

35. **MEDIATION:**

**A.** Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

**B.** The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

**C.** Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$ \_\_\_\_\_), except as provided in paragraph 35A.

37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. **STATUTORY DISCLOSURES:**

**A.  LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

**B. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):**

- 1.  Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 2.  Premises is a house. Tenant is responsible for periodic pest control treatment.

**C.  METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

**D. BED BUGS:** Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

**E. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

**F.  RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.

**G.  MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

**H. FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

Tenant's Initials ( [REDACTED] ) ( \_\_\_\_\_ )

Landlord's Initials ( [REDACTED] ) ( \_\_\_\_\_ )

LR REVISED 6/18 (PAGE 6 OF 8)

**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 8)**

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**39. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

**40. AGENCY:**

**A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) \_\_\_\_\_

is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.

Leasing Agent: (Print firm name) \_\_\_\_\_

(if not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

**B. DISCLOSURE:**  (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

**41.  TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

**42. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

**43. OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

**44. RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

**45. OTHER TERMS AND CONDITIONS:** If checked, the following ATTACHED documents are incorporated in this Agreement:

Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM);  Landlord in Default Addendum (C.A.R. Form LID)

Bed Bug Disclosure (C.A.R. Form BBD);  Tenant Flood Hazard Disclosure (C.A.R. Form TFHD)

Other: \_\_\_\_\_

**46. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 49 or 50 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

**47.  INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

**48. The Premises is being managed by Owner, (or, if checked):**

Listing firm in box below  Leasing firm in box below  Property Management firm immediately below

Real Estate Broker (Property Manager) \_\_\_\_\_ DRE Lic # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic # \_\_\_\_\_

Address \_\_\_\_\_ Telephone # \_\_\_\_\_

Tenant's Initials ( [redacted] )

Landlord's Initials ( [redacted] )



**49. Tenant agrees to rent the Premises on the above terms and conditions.**

One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant [Redacted] Date 11/28/21  
 Print Name [Redacted]  
 Address 141 S. Padre Juan City Ojai State CA Zip 93022  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
 Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA)

**GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_  
 Guarantor \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**50. Landlord (owner or  agent for owner) agrees to rent the Premises on the above terms and conditions.**

One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord [Redacted] Date 11/25/2021  
 Landlord [Redacted] Date 11/25/2021  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**

- A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph 40.
- C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Listing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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 525 South Virgil Avenue, Los Angeles, California 90020



[REDACTED]

Ojai, CA 93023

805-[REDACTED]

October 27, 2022

To whom it may concern:

I resided at 141 S. Padre Juan Street, Meiners Oaks, during 2002 and 2003. I received mail at this address and paid rent to [REDACTED]

Please feel free to call me if you need further information.

Sincerely,

[REDACTED]  
\_\_\_\_\_  
[REDACTED] 10/28/22

No way to find <sup>10/28</sup>  
out what date address  
started receiving mail  
- Melissa  
P.O

## Review of Application for Will Serve Letter

### New ADU for Property with Existing Meter at 221 N. Poli.

#### ***Proposal***

The proposed project consists of constructing a new ADU.

Applicant provided a detailed site plan, showing the location of the proposed structure.

#### ***Screening Step 1: Is the proposed building site on a legal lot? YES***

Applicant provided a copy of a tax assessor parcel map and a subdivision map that indicate a single 0.22-acre parcel.

#### ***Screening Step 2. Will the current allocation support an ADU? NO***

Allocation Details:

- Allocation Case Identifier: AA-0215
- Allocation Category: 5/8" RES meter, 1 Parcel (017-0-061-23)
- Parcel Size: 0.22 acre (9583 sq ft)
- Current base Fixed allocation: 120 HCF/yr
- Current base Variable allocation: 72 HCF/yr (Stage 3 = 50 HCF/yr)
- *Fixed base allocation needed to support new ADU: 120 HCF/yr*
- *Deduction from base variable allocation needed to Support new ADU through drought stages: 120 HCF/yr*

If the primary dwellings are provided the customary fixed dwelling allocations, the new allocation for this property would be as follows:

- New Base Fixed Allocation: **204 HCF/yr (1 Primary & 1 ADU)**
- New Base Variable Allocation: **-48 HCF/yr (Stage 3: 0 HCF/yr)**

#### ***Recommendation***

The base allocation for this property does not support the new ADU.

- Letter applies only to the proposed ADU, as described in the applicant-provided preliminary site plan with the file date 10-14-2022
- There will be no increase in the total (fixed plus variable) water allocation assigned to the meter Will Serve Letter will expire after 1 year.



## Will-Serve/Proof of Service Letter Request Form for Existing Meters

A "Will-Serve" letter may be issued upon the District's completion of an analysis determining that all conditions of approval are met.

### Applicant Information:

Account #

01- [REDACTED] - 02

Name:

Company:

Mailing Address:

221 N. Poli St.

Phone:

805- [REDACTED]

Email:

[REDACTED]@hotmail.com

### Project Information:

Assessor's Parcel Number:

017-0-061-230

Service Address:

221 N. Poli St.

City, State, Zip Code:

Ojai 93023

Planning Department Development case number (if applicable):

### Type of Construction:

New Construction

Tenant Improvement

ADU

Other

### Type of Use:

Single Family Res

Multi-Family Res (# of dwellings\_\_\_)

Commercial

### Description of Project:

### Required Attachments:

1. Drawing/sketch of project (with dimensions)
2. Tax Assessor's parcel map that includes the subject property.
3. Subdivision map covering the location of the project.\*

\* Clearly indicate all APNs and legal lots involved in the project. Ensure any markups to county documents do not obscure the underlying information.



---

## Will-Serve/Proof of Service Letter Request Form for Existing Meters

I acknowledge that MOWD will bill a \$100 Administrative Fee.

**Applicant Signature**

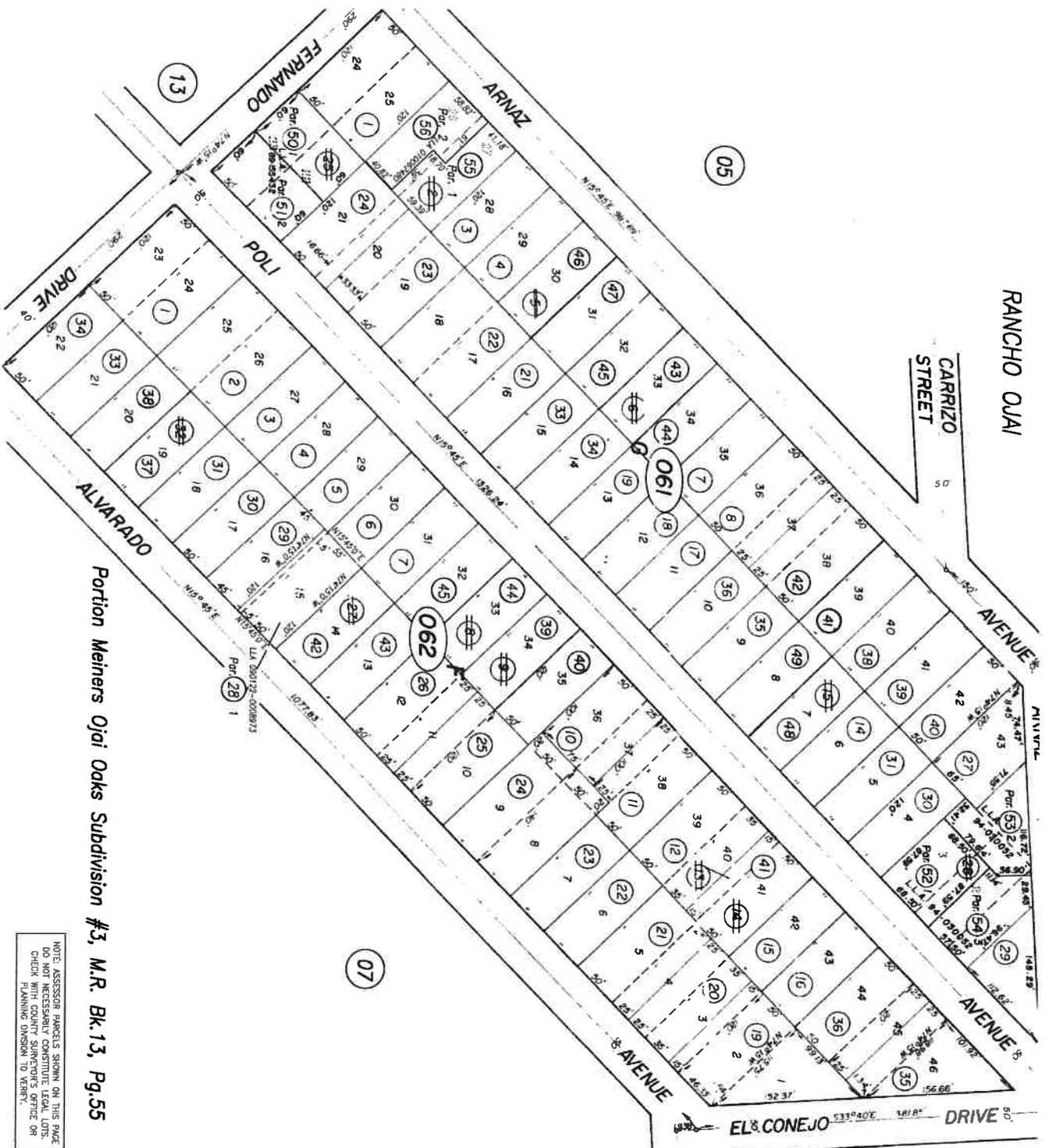
[Redacted Signature]

**Date**

10/14/22

*Please allow a minimum of 60 days to evaluate and process this Will Serve letter request. The time frame will depend on receipt of satisfactory information from the applicant and schedule of pertinent District Committees and Board of Directors meetings.*





RANCHO OJAI

CARRIZO STREET

AVENUE

AVENUE

AVENUE

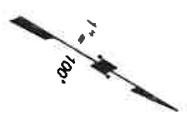
AVENUE

EL CONEJO DRIVE

Portion Meiners Ojai Oaks Subdivision #3, M.R. Bk.13, Pg.55

Tax Rate Area 17-06  
70018

03



NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE DO NOT NECESSARILY CONSTITUTE LEGAL LOTS. CHECK WITH COUNTY SUPERVISOR'S OFFICE OR PLANNING DIVISION TO VERIFY.

DRAWN	REVISED	7-24-2009
REDRAWN	CREATED	
INXED	PLOTTED EFFECTIVE	ROLL
Compiled By Ventura County Assessor's Office		

**UNINCORPORATED AREA**  
**Ventura County Assessor's Map.**

Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.  
Assessor's Mineral Numbers Shown in Squares.



We, the undersigned, severally hereby certify and declare that at the date hereof, we are owners of, or interested in, and that our consent is necessary to pass a clear title to the parcel of real property enclosed within the yellow shaded lines on the map entitled "Meiners Ojai Oaks Subdivision No. 3", consisting of three (3) sheets, this being Sheet No. 1, thereof, and we severally consent to the making and recording of such map, and hereby dedicate for public use "Tico Road, La Planze Street, Carrizo Street, Arroyo Avenue, El Conejo Drive, Poli Avenue, Fernando Drive; and that portion of Mathija Road" included within said yellow lines, being a 5-foot parcel, for the purpose of widening said "Mathija Road", all as delineated on said map.

Ralph L. Moore  
Ralph L. Moore

Coralie M. Reed  
Coralie M. Reed

Arthur R. Davis  
Arthur R. Davis

Isabella E. Davis  
Isabella E. Davis

D. J. Tagley  
D. J. Tagley

Tillie Tagley  
Tillie Tagley

Hugo C. Boorse  
Hugo C. Boorse

Gerda Winner Boorse  
Gerda Winner Boorse

OJAI RANCH AND DEVELOPMENT COMPANY, a corporation.

By: Ronald H. Stedman  
Ronald H. Stedman

VENTURA ABSTRACT COMPANY, a corporation.

By: A. C. Gatz  
A. C. Gatz

By: Willie Gatz  
Willie Gatz

SANTA PAULA BUILDING AND LOAN ASSOCIATION, a corporation.

By: W. C. Hickey  
W. C. Hickey

By: W. C. Hickey  
W. C. Hickey

RANCHO OJAI MUTUAL WATER COMPANY, a corporation.

By: G. H. Hall  
G. H. Hall

By: W. C. Hickey  
W. C. Hickey

STATE OF CALIFORNIA }  
COUNTY OF VENTURA } ss.

On this 1st day of May, 1930, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ralph L. Moore, a single man, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

W. C. Hickey  
Notary Public in and for said County and State.

STATE OF CALIFORNIA }  
COUNTY OF VENTURA } ss.

On this 1st day of May, 1930, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Coralie M. Reed, a single woman, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged that she executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

W. C. Hickey  
Notary Public in and for said County and State.

STATE OF CALIFORNIA }  
COUNTY OF VENTURA } ss.

On this 1st day of May, 1930, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Arthur R. Davis and Isabella E. Davis, his wife, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

W. C. Hickey  
Notary Public in and for said County and State.

STATE OF CALIFORNIA }  
COUNTY OF VENTURA } ss.

On this 1st day of May, 1930, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared D. J. Tagley and Tillie Tagley, his wife, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

W. C. Hickey  
Notary Public in and for said County and State.

STATE OF CALIFORNIA }  
COUNTY OF VENTURA } ss.

On this 1st day of May, 1930, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Hugo C. Boorse and Gerda Winner Boorse, his wife, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

W. C. Hickey  
Notary Public in and for said County and State.

STATE OF CALIFORNIA }  
COUNTY OF VENTURA } ss.

On this 1st day of May, 1930, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. A. Gatz, known to me to be the President and Ronald H. Stedman, known to me to be the Secretary of OJAI RANCH AND DEVELOPMENT COMPANY, the corporation described in the above certificate, and also known to me to be the persons who executed said certificate on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

W. C. Hickey  
Notary Public in and for said County and State.

STATE OF CALIFORNIA }  
COUNTY OF VENTURA } ss.

On this 8th day of April, 1930, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared A. C. Gatz and Willie Gatz, known to me to be the Cash and Secretary of VENTURA ABSTRACT COMPANY, the corporation described in the above certificate, and also known to me to be the persons who executed said certificate on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

W. C. Hickey  
Notary Public in and for said County and State.

STATE OF CALIFORNIA }  
COUNTY OF VENTURA } ss.

On this 1<sup>st</sup> day of <sup>May</sup> March, 1930, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <sup>May</sup> ~~9~~ 13 March, known to me to be the ~~President~~ and ~~Secretary~~ of SANTA PAULA BUILDING AND LOAN COMPANY, the corporation described in the above certificate, and also known to me to be the persons who executed said certificate on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal, the day and year in this certificate first above written.

*[Signature]*  
Notary Public in and for  
said County and State.

STATE OF CALIFORNIA }  
COUNTY OF VENTURA } ss.

On this 1<sup>st</sup> day of <sup>May</sup> March, 1930, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <sup>May</sup> ~~9~~ 13 March, known to me to be the ~~President~~ and ~~Secretary~~ of RANCHO OJAI MUTUAL WATER COMPANY, the corporation described in the above certificate, and also known to me to be the persons who executed said certificate on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal, the day and year in this certificate first above written.

*[Signature]*  
Notary Public in and for  
said County and State.

I, R. B. LEWIS do hereby certify that I am a Civil Engineer, that I have under instructions from Hickey Brothers Company, subdivided the lands delineated upon this map, consisting of three sheets, this being sheet No. 1 thereof, into lots, blocks, streets, drives, roads and avenues, and in making the survey of said lands I have established permanent monuments at the locations plainly indicated upon this map, by which any surveyor or engineer may retrace my work.

WITNESS my hand this 1<sup>st</sup> day of <sup>May</sup> March, 1930.

*[Signature]*  
R. B. Lewis  
Civil Engineer

I, CHARLES W. PETIT, County Surveyor of the County of Ventura, do hereby certify that there are no special assessments, other than those collected as taxes, levied or assessed against the real property included within the yellow shaded lines of the map entitled "Meiners Ojai Oaks Subdivision No. 3". This certificate does not include any pending special assessment district, the bonds of which have not yet become a lien upon the land included within the subdivision.

*[Signature]*  
County Surveyor.

I, GEORGE J. LITTLE, County Tax Collector of the County of Ventura, State of California, do hereby certify that the County Taxes for the fiscal year 1929-30 on the tract of land shown on the map entitled "Meiners Ojai Oaks Subdivision No. 3" have been paid in full.

WITNESS my hand this 5<sup>th</sup> day of <sup>May</sup> March, 1930.

*[Signature]*  
County Tax Collector.

I, L. E. HALLOWELL, County Clerk of Ventura County, State of California, and Ex-Officio Clerk of the Board of Supervisors of said County, do hereby certify that Hickey Brothers Company has executed and filed with said Board of Supervisors of said County, a good and sufficient bond that has been approved by said Board, in the sum of \$2000, being the amount fixed by said Board, which bond by its terms is made to inure to the benefit of said County of Ventura and is conditioned upon the payment of all taxes, which at the date of filing this map, are not due, or payable but are a lien against the tract of land or any part thereof shown upon the map to which this certificate is attached entitled "Meiners Ojai Oaks, Subdivision No. 3".

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the County Clerk of said Ventura County, this 10<sup>th</sup> day of May A. D. 1930.

*[Signature]*  
Clerk of the County of Ventura, State of  
California, and Ex-Officio clerk of the  
Board of Supervisors of said County.

I, R. N. HAYDON, County Auditor of the County of Ventura, State of California, do hereby certify that there are no liens for unpaid State or County taxes against the tract of land shown on the map entitled "Meiners Ojai Oaks Subdivision No. 3".

WITNESS my hand and seal, this 6<sup>th</sup> day of <sup>May</sup> March, 1930.

*[Signature]*  
County Auditor.  
Shirley Deputy

I, CHARLES W. PETIT, County Surveyor of the County of Ventura, State of California, do hereby certify that I have examined the map entitled "Meiners Ojai Oaks Subdivision No. 3" as to the sufficiency of affidavits, consents to the making thereof, certificates of dedication, acceptances of dedication, acknowledgments, ~~and mathematical data~~, mathematical data and computations, and such other matters as require checking to insure compliance with the provisions of the law, and I find the same to be correct in all respects and in conformity with the tentative map thereof, as approved by the Board of Supervisors of said County.

WITNESS my hand this 20<sup>th</sup> day of <sup>May</sup> March, 1930.

*[Signature]*  
County Surveyor.

This map, entitled, "Meiners Ojai Oaks Subdivision No. 3" consisting of three (3) sheets, being presented to the Board of Supervisors of Ventura County, California at a regular meeting of said Board, held on the day of March, 1930, is hereby approved by said Board and said Board does hereby accept on behalf of the public, and for public use "Tico Road", "La Fianza Street", "Carrizo Street", "Armas Avenue", "El Conejo Drive", "Poli Avenue", "Fernando Drive", and that portion of "Matilija Road" included within yellow lines, being a 5 foot parcel for the purpose of widening said Matilija Road.

In Witness Whereof, said Board of Supervisors has caused this certificate to be signed by its Chairman and attested by its Clerk, and the official seal of the County Clerk of said County of Ventura to be affixed hereto, this 20<sup>th</sup> day of <sup>May</sup> March, 1930.

BOARD OF SUPERVISORS OF THE  
COUNTY OF VENTURA, STATE OF  
CALIFORNIA.

By: *[Signature]*  
Chairman of said Board

Attest: *[Signature]*  
Clerk of said Board.

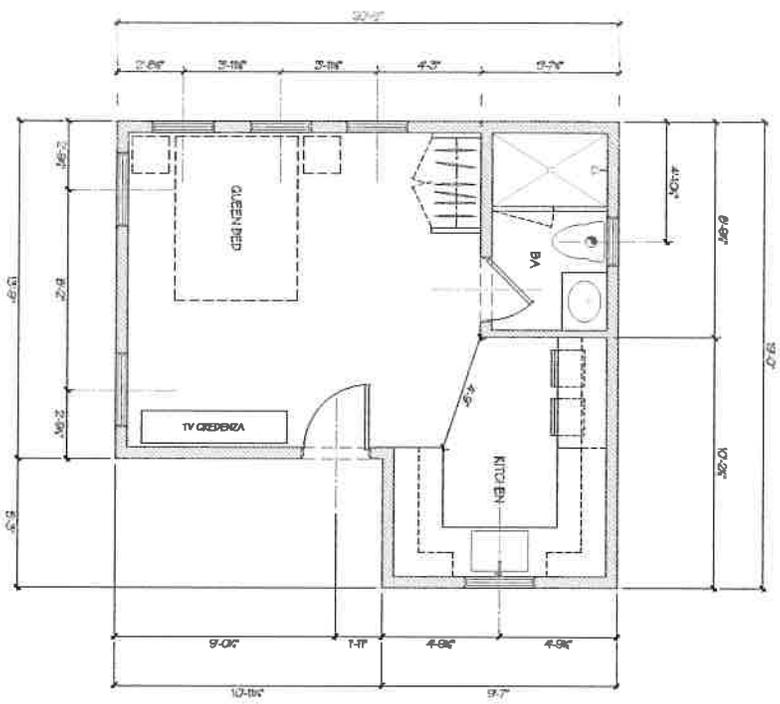
# MEINERS OJAI OAKS

SUBDIVISION No. 3

RECORDED AT DEPT. OF COUNTY CLERK, VENTURA, MAY 20, 1930  
at 11 min. past 11 of Day A. M., In Book 10 Electrical  
Records (Imp.), at folio 43, to a 07, Ventura County Public

R. N. HAYDON, Auditor  
By: *[Signature]*  
Imp. Secy





PROPOSED ADU  
 Scale: 1" = 1'-0"  
 (omit north)

AD3	DATE: 10/12/2022	PROPOSED ADU	NICOLAS RUIZ ADU 221 N. POLI STREET OJAI, CA 93023	COPYRIGHT NOTICE ALL RIGHTS RESERVED NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CAMERON A. CLARK	CAMERON A. CLARK ARCHITECT 221 N. POLI STREET OJAI, CA 93023	CITY OF OJAI PLANNING DEPARTMENT 221 N. POLI STREET OJAI, CA 93023	REVISIONS

## Review of Application for Will Serve Letter

### Garage to ADU conversion for Property with Existing Meter at 649 S. La Luna.

#### **Proposal**

The proposed project consists of converting an existing garage to an ADU. The property currently has one primary dwelling and a pool-house studio (with living space). The customer currently pays one MWAC for the primary dwelling.

Applicant provided a detailed site plan, showing the location of the proposed structure.

#### **Screening Step 1: Is the proposed building site on a legal lot? YES**

Applicant provided a copy of a tax assessor parcel map and a subdivision map that indicate a single 0.99-acre parcel.

#### **Screening Step 2. Will the current allocation support an ADU? YES**

Allocation Details:

- Allocation Case Identifier: AA-0993
- Allocation Category: 1" RES meter, 1 Parcel (018-0-021-21)
- Parcel Size: 0.99 acre (43,124 sq ft)
- Current base Fixed allocation: 120 HCF/yr
- Current base Variable allocation: 300 HCF/yr (Stage 3 = 210 HCF/yr)
- *Fixed base allocation needed to support new ADU: 120 HCF/yr*
- *Deduction from base variable allocation needed to Support new ADU through drought stages: 120 HCF/yr*

If the primary dwellings are provided the customary fixed dwelling allocations, the new allocation for this property would be as follows:

- New Base Fixed Allocation: **204 HCF/yr (1 Primary & 1 ADU)\*pool house does not have a fixed allocation**
- New Base Variable Allocation: **180 HCF/yr (Stage 3: 126 HCF/yr)**

#### **Recommendation**

The base allocation for this property does support the garage conversion to an ADU.

- Letter applies only to the proposed garage to ADU conversion, as described in the applicant-provided preliminary site plan with the file date 10-20-2022
- There will be no increase in the total (fixed plus variable) water allocation assigned to the meter Will Serve Letter will expire after 1 year.



## Will-Serve/Proof of Service Letter Request Form for Existing Meters

A "Will-Serve" letter may be issued upon the District's completion of an analysis determining that all conditions of approval are met.

### Applicant Information:

Account #

Name: *CAROL*

# Existing Permitted Dwellings

Company:

Date Dwellings Permitted

Mailing Address: *649 S. La Luna Ave*

Phone: *(805)*

Email:

*@com*

### Project Information:

Assessor's Parcel Number: *018-0-021-215*

Service Address: *649 Sola Luna Ave*

City, State, Zip Code: *Ojai CA 93023*

Planning Department Development case number (if applicable):

### Type of Construction:

New Construction  Tenant Improvement  ADU  Other

### Type of Use:

Single Family Res  Multi-Family Res (# of dwellings )  Commercial

### Description of Project:

*Converting garage to ADU*

### Required Attachments:

1. Drawing/sketch of project (with dimensions)
2. Tax Assessors parcel map that includes the subject property.
3. Subdivision map covering the location of the project.\*
4. Documentation of existing permitted dwellings on the property.

\* Clearly indicate all APNs and legal lots involved in the project. Ensure any markups to county documents do not obscure the underlying information.



**Will-Serve/Proof of Service Letter Request Form for Existing Meters**

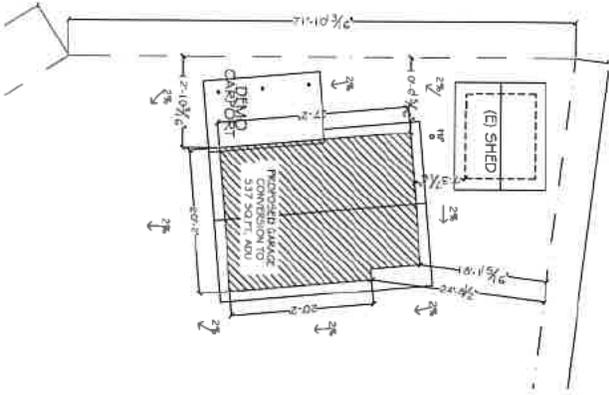
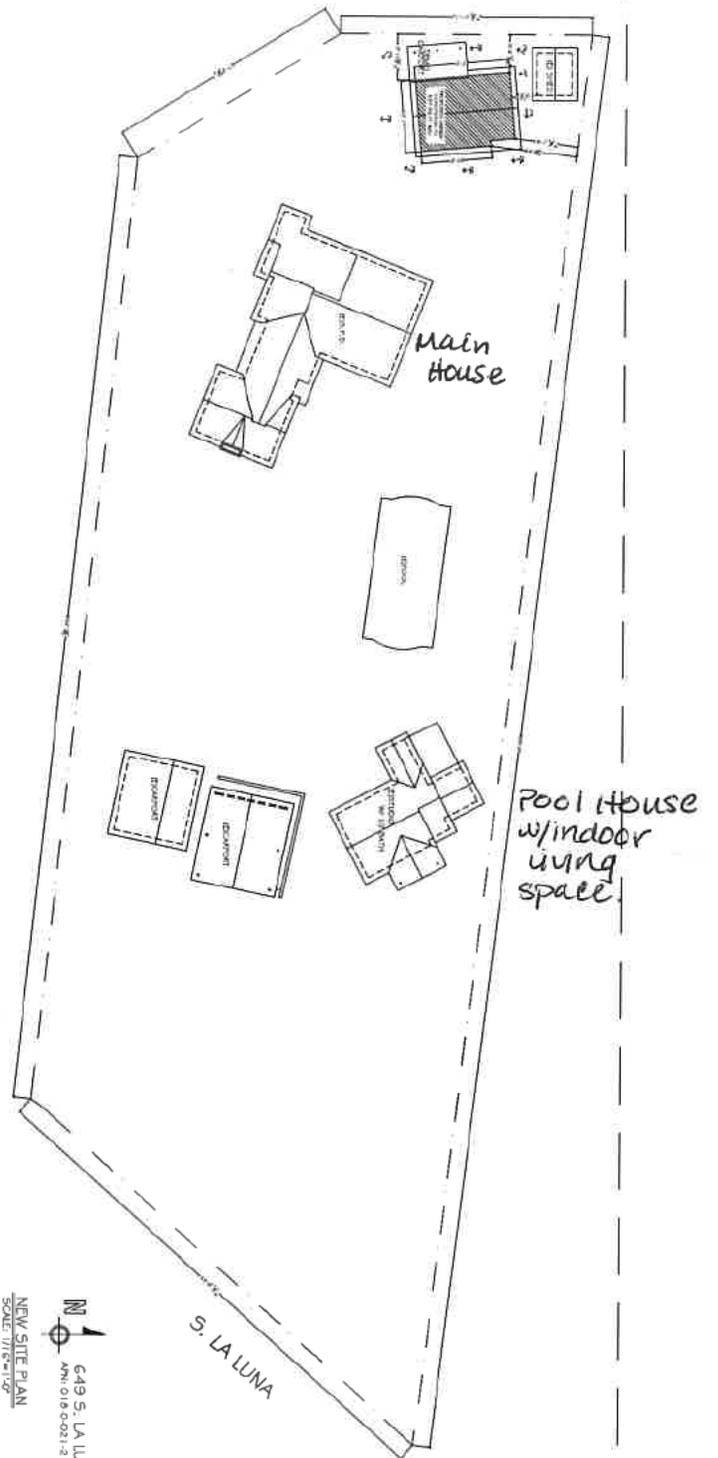
I acknowledge that MOWD will bill a \$100 Administrative Fee.

*paid 10/20/22*

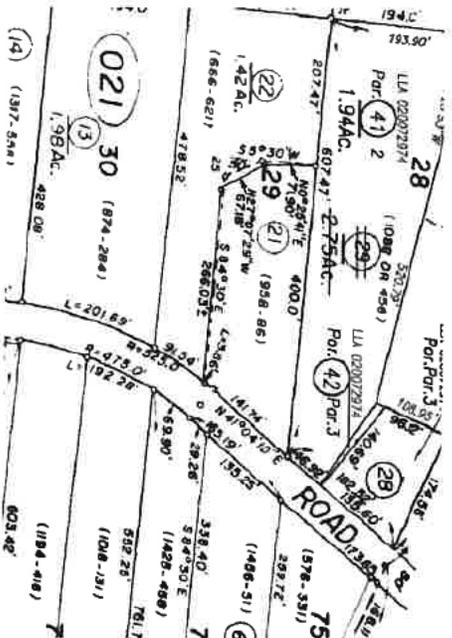
**Applicant Signature**

**Date**

*Please allow a minimum of 60 days to evaluate and process this Will Serve letter request. The time frame will depend on receipt of satisfactory information from the applicant and schedule of pertinent District Committees and Board of Directors meetings.*



NEW SITE PLAN  
SCALE: 1/8" = 1'-0"  
ANN 018-0-021-215



ASSESSOR MAP

NEW SITE PLAN  
SCALE: 1/8" = 1'-0"  
ANN 018-0-021-215



PROJECT NO.	22-088
DATE	01/16/2015
SCALE	AS SHOWN
DRAWN BY	CHECKED BY
DATE	DATE
JOB NO.	0202-144
BY	
CHECKED	
DATE	
PROJECT	A-2
OF 20 SHEETS	

**DESIGN**  
BLANTON, CAROL  
(818) 990-2558  
JCRESTORE144@GMAIL.COM  
PROJECT ADDRESS  
649 S. LA LUNA AVE  
OJAI, CA. 93023

REVIEW SET FOR  
B/S 10-17-22  
NEW SITE PLAN  
DESIGN PHASE

PROJECT TYPE	GRAND CONCEPT	
REVISION NUMBER / STATUS		
NO.	DATE	DESCRIPTION
1	01-16-2015	SET PLANING REVIEW
2	01-16-2015	FINAL PLANING REVIEW
3	01-16-2015	SET PLANING REVIEW
4	01-16-2015	SET PLANING REVIEW
5	01-16-2015	SET PLANING REVIEW
6	01-16-2015	SET PLANING REVIEW
7	01-16-2015	SET PLANING REVIEW
8	01-16-2015	SET PLANING REVIEW
9	01-16-2015	SET PLANING REVIEW
10	01-16-2015	SET PLANING REVIEW

**K+A**  
KENTON + ASSOCIATES  
ARCHITECTS  
CALIFORNIA + OREGON  
(844) DIX-PLAN  
DIXARCHITECTURAL.COM



# County View

Ventura County, California

Layers

All Available Layers

Filter Layers...

Filter

- Cities
- County Libraries
- County Parks And Trails
- Critical Facilities
- Election Precincts
- Groundwater
- Hazards
- LandUse
- Parcels
- Parcel Labels
- Assessor Parcel Number

I want to...

018002140

Tools

02139

018002141

018002131

018002121

018002132

018002122

018002105

018002113

Home Layers Parcel APN ...



Basemap

