

ATTACHMENT A
ORDINANCE NO. 1307

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC EXTENDING THE TIMEFRAMES TO COMPLETE STREET IMPROVEMENTS, ESTABLISHING A DOWN PAYMENT ASSISTANCE FUND FOR THE PUBLIC BENEFIT HOUSING PROGRAM, AND MAKING TECHNICAL CHANGES FOR INTERNAL CONSISTENCY

The City Council of the City of Santa Paula does ordain as follows:

SECTION 1: The City Council finds and declares that:

- A. On March 17, 2008, the City Council adopted Ordinance No. 1191, which approved an application filed by Limoneira Company for General Plan Amendments, a prezone/specific plan ("EA1SP"), a development agreement, and reorganization (annexation) for the East Area 1 Expansion Area. Subsequent to that approval, the City of Santa Paula ("City") and Limoneira Company entered into a Preannexation and Development Agreement to implement the development of what is commonly known as Harvest at Limoneira, a master-planned residential development in East Area 1.
- B. On February 26, 2015, the City entered into that certain First Amended and Restated Development Agreement, recorded on April 27, 2015 as Instrument No. 20150427 ("Development Agreement") with Limoneira Company to replace the Preannexation and Development Agreement. Prior to execution, the Development Agreement was approved by Ordinance No. 1255 adopted by City Council on or around February 17, 2015. The Development Agreement provides that the Harvest at Limoneira development will consist of up to 1,500 residential units, an estimated 240,000 square feet of office, retail, light industrial and assisted living facilities, 19 acres for educational and other civic facilities and approximately 223 acres of undeveloped land including open space and agricultural preserves, parks and greenways (the "Project").
- C. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("Developer") became the successor in interest to the rights and obligations of Limoneira Company pertaining to the Development Agreement.
- D. On or about March 18, 2020, the City and Developer entered Amendment No. 1 to the Development Agreement ("First Amendment") amending Section 3.1.1(a) of the Development Agreement to provide for an extension of the timeframe within which to

complete construction of the Santa Paula Creek Sports Park. Pursuant to the amendment, the Developer is required to complete construction within seven years after the effective date of the Development Agreement (i.e., on or before February 26, 2022) but no later than before the City issues a final certificate of occupancy for the 750th residential dwelling unit in the Project.

- E. Due to economic conditions and changed circumstances caused by the COVID-19 pandemic, City and Developer discussed additional amendments to the Development Agreement relating to the timing of Traffic Improvements and funding for the City Public Benefit Housing Program, as those terms are defined in the Development Agreement.
- F. Sections 3.3.1(b), 3.3.2(b)(i), 3.3.2(b)(ii), and 3.3.2(b)(iii) of the Development Agreement require the Developer to complete construction of specified offsite Traffic Improvements before the City issues the final certificate of occupancy for the 500th residential dwelling unit in the Project.
- G. Developer submitted to City a traffic analysis prepared by Fehr & Peers, dated August 6, 2020, concluding that the widening of the intersection at SR-126 and Hallock Drive required by Section 3.3.2(b)(i) can be postponed beyond the current timeframe, in part, because the commercial development in the East Gateway/East Area Two will not occur in the near-term as originally anticipated in prior planning studies.
- H. On or about October 2, 2020, the City's Public Works Department approved the traffic analysis prepared by Fehr & Peers.
- I. Section 3.3.1(a) of the Development Agreement requires the Developer to construct a new bridge extending Santa Paula Street from its current terminus west of the Project boundaries, across Santa Paula Creek, to the new extension of Santa Paula Street through the Project to the new extension of Hallock Drive (the "Santa Paula Street Bridge").
- J. The timeframe to complete the Traffic Improvements to Santa Paula Street described in Sections 3.3.1(b), 3.3.2(b)(ii), and 3.3.2(b)(iii) of the Development Agreement can be modified to coincide with completing construction of the Santa Street Paula Bridge because no traffic generated by the Project will be directed to Santa Paula Street until the bridge is completed.
- K. Section 8.7.1 of the Development Agreement provides that CITY and DEVELOPER will work together to establish a program intended to provide attainable housing opportunities within the Project for public safety and other City employees, public school teachers, hospital employees and other local workers whose incomes do not exceed two hundred percent (200%) of the Ventura County median household income ("Public Benefit Housing Program" or "Program").
- L. The parties have met several times to consider the best approach to establishing and implementing the Public Benefit Housing Program in a manner that will meet the

stated goals without creating any undue administrative burdens for the City or unintended consequences for participants in the Program.

- M. With the above goals in mind, the Planning Department and Developer negotiated a proposed Second Amendment to the Development Agreement to amend Sections 3.3.1(b), 3.3.2(b)(i), 3.3.2(b)(ii), and 3.3.2(b)(iii) to modify the timeframes within which to complete construction of the Traffic Improvements, to replace Section 8.7.1 with provisions requiring the implementation of the Public Benefit Housing Program through down payment assistance on certain initial home purchases, and to make other technical corrections for consistency with the First Amendment (the "Second Amendment").
- N. The Planning Department scheduled a public hearing regarding the Second Amendment before the Planning Commission on March 23, 2021.
- O. Following the public hearing on March 23, 2021, the Planning Commission adopted Resolution No. 3822, which recommended that the City Council approve the Second Amendment. The recommendation was forwarded to the City Council for action.
- P. On April 7 and April, 21, 2021, City Council held public hearings to receive public testimony and other evidence regarding the Project including, without limitation, information provided to the Commission by the Applicant's representative.
- Q. This Ordinance is adopted based upon its findings; the evidence set forth in the entire record including, without limitation, documentary and testimonial evidence; the staff report; and such additional information set forth in the entire administrative record that is too voluminous to reference, but is on file with the City Clerk's office.

SECTION 2: *Development Agreement Findings*. City Council makes the following findings in accordance with Santa Paula Municipal Code ("SPMC") Section 16.234.070:

- A. *The Second Amendment is consistent with the objectives, policies, general land uses, and programs specified in the General Plan and any applicable specific plans.*

The Second Amendment does not alter the facts supporting this consistency finding made by City Council in Ordinance No. 1255 to approve the Development Agreement on February 17, 2015. Therefore, the finding made under Subsection A of Section 4 of Ordinance No. 1255, and its supporting facts, are incorporated into this finding by reference as though they were restated here.

- B. *The Second Amendment is compatible with the uses authorized in, and the regulations prescribed for, the zone in which the real property is or will be located.*

The Second Amendment does not alter the facts supporting this compatibility finding made by City Council in Ordinance No. 1255 to approve the Development Agreement on February 17, 2015. Therefore, the finding made under Subsection B of Section 4

of Ordinance No. 1255, and its supporting facts, are incorporated into this finding by reference as though they were restated here.

- C. *The Second Amendment will promote the public convenience, general welfare, and good land use practice.*

The Second Amendment will ensure that the Developer installs and pays for the infrastructure necessary for the Project, subsidizes home ownership within the Project with priority given to Santa Paula residents, subsidizes home ownership in Santa Paula not exclusive to units in the Project, and will allow for the most efficient and logical development of the property governed by the Development Agreement in the City and applicable City land use controls.

- D. *The Second Amendment will not adversely affect the orderly development of property or the preservation of property values.*

The Second Amendment will ensure that the Developer installs and pays for the infrastructure necessary for the Project at reasonably adjusted timelines in response to the unprecedented economic conditions caused by the COVID-19 pandemic. Property values will not be adversely affected, but rather are likely to increase as a result of these infrastructure improvements. Nor will extending the timeframes to complete Traffic Improvements to coincide with the completion of the Santa Paula increase traffic in the area. That is because no traffic generated by the Project will be directed to Santa Paula Street until the Santa Paula Street Bridge is completed. Traffic improvements to widen the intersection at SR-126 and Hallock Drive can also be postponed because the commercial development in the East Gateway/East Area Two did not occur as planned due to challenges in the economic climate for retail and commercial development combined with the impacts from the COVID-19 pandemic.

- E. *The Second Amendment will promote and encourage the development of the Project.*

The Second Amendment will promote and encourage the development of the Project through the creation of a Down Payment Assistance Fund administered through a Public Benefit Housing Program financed by Developer. The dramatic slump in the economy and the market's volatility in the last year have required flexibility from the City and Developer in order to sustain the Project. Commercial development in the East Gateway/East Area Two did not occur as planned due to challenges in the economic climate for retail and commercial development combined with the impacts from the COVID-19 pandemic. To ensure the Project continues to be financially viable, the Second Amendment eliminates the deed-restricted apartment requirement in favor of down payment assistance to Attainable Income Households (i.e. not exceeding 150% AMI) for the purchase of a home within the Project. The Down

Payment Assistance Fund will encourage responsible home ownership and long-term investment in the future Harvest at Limoneira neighborhood.

SECTION 3: *Approval.* The City Council approves the Second Amendment attached as Exhibit "A" and incorporated by reference. As permitted by Ordinance No. 1191, the City Council authorizes the City Manager, or the City Manager's designee, to execute the Second Amendment on behalf of the City in a form approved by the City Attorney.

SECTION 4: *Environmental Assessment.* The City Council hereby finds and determines that the Project contemplated by this Ordinance is subject to the requirements of the California Environmental Quality Act (CEQA), that an EIR for the Project was adopted by Council on February 6, 2008 and that no further analysis is necessary pursuant to CEQA Guidelines Article 11 Section 15162(b).

SECTION 5: *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 6: *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications, and to this end the provisions of this Ordinance are severable.

SECTION 7: *Notice.* The City Clerk is directed to certify the passage and adoption of the Ordinance, make a note of the passage and adoption in the records of this meeting, and within fifteen days after the passage and adoption of this Ordinance cause it to be published and posted in accordance with California law.

SECTION 8: *Recording.* The City Clerk is further directed to record the Second Amendment with the Ventura County Recorder within ten calendar days after the City enters into the Second Amendment with Developer.

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SECTION 9: This Ordinance will become effective on the 31st day following its passage and adoption.

PASSED AND ADOPTED this 21st day of April 2021.

Jenny Crosswhite
Vice Mayor

ATTEST:

Julie Latshaw
City Clerk

APPROVED AS TO FORM:

John Cotti
City Attorney

APPROVED AS TO CONTENT:

Dan Singer
City Manager

EXHIBIT A:

2ND AMENDMENT

TO THE

LIMONIERA-LEWIS DEVELOPMENT

AGREEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

**AMENDMENT NO. 2 TO THE FIRST AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA PAULA
AND
LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC**

This Amendment No. 2 to the First Amended and Restated Development Agreement (the "Second Amendment") is entered into as of the 21 day of April, 2021 ("Effective Date") by and between the CITY OF SANTA PAULA, a California municipal corporation ("CITY"), and LIMONEIRA LEWIS COMMUNITY BUILDERS, LLC, a Delaware limited liability company ("DEVELOPER").

SECTION 1: RECITALS. This Second Amendment is made with reference to the following facts and objectives:

1. Developer is developing the master planned community in the City of Santa Paula commonly known as Harvest at Limoneira (the "Project") in an area commonly known as "East Area 1".
 - a. On or about February 26, 2015, the CITY and Limoneira Company entered into a First Amended and Restated Development Agreement for the Project, recorded on April 27, 2015 as Instrument No. 20150427 ("Development Agreement").
 - b. On or about September 21, 2015, Limoneira Lewis Community Builders, LLC ("DEVELOPER") became the successor in interest to the rights, duties and obligations of Limoneira Company pertaining to the Development Agreement;
 - c. On or about March 18, 2020, CITY and DEVELOPER entered Amendment No. 1 to the

Development Agreement (“First Amendment”) amending Section 3.1.1(a) of the Development Agreement to provide for an extension of the timeframe within which to complete construction of the Santa Paula Creek Sports Park. Pursuant to the amendment, DEVELOPER is required to complete construction within seven years after the effective date of the Development Agreement (i.e., on or before February 26, 2022) but no later than before the CITY issues a final certificate of occupancy for the 750th residential dwelling unit in the Project;

- d. Due to economic conditions and changed circumstances caused by the COVID-19 pandemic, CITY and DEVELOPER discussed additional amendments to the Development Agreement relating to the timing of Traffic Improvements and components of a Public Benefit Housing Program, as those terms are defined in the Development Agreement;
- e. Sections 3.3.1(b), 3.3.2(b)(i), 3.3.2(b)(ii), and 3.3.2(b)(iii) of the Development Agreement require the DEVELOPER to complete construction of specified offsite Traffic Improvements before the City issues the final certificate of occupancy for the 500th residential dwelling unit in the Project;
- f. DEVELOPER submitted to CITY a traffic analysis prepared by Fehr & Peers, dated August 6, 2020, concluding that the widening of the intersection at SR-126 and Hallock Drive required by Section 3.3.2(b)(i) can be postponed beyond the current timeframe, in part, because the commercial development in the East Gateway/East Area Two will not occur in the near-term as originally anticipated in the prior planning studies;
- g. On or about October 2, 2020, the CITY’s Public Works Department approved the traffic analysis prepared by Fehr & Peers;
- h. Section 3.3.1(a) of the Development Agreement requires the DEVELOPER to construct a new bridge extending Santa Paula Street from its current terminus west of the Project boundaries, across Santa Paula Creek, to the new extension of Santa Paula Street through the Project to the new extension of Hallock Drive (the “Santa Paula Street Bridge”);
- i. The timeframe to complete the Traffic Improvements to Santa Paula Street described in Sections 3.3.1(b), 3.3.2(b)(ii), and 3.3.2(b)(iii) of the Development Agreement can be modified to coincide with completing construction of the Santa Paula Bridge because no traffic generated by the Project will be directed to Santa Paula Street until the bridge is completed;
- j. Section 8.7.1 of the Development Agreement provides that CITY and DEVELOPER will work together to establish a program intended to provide attainable housing opportunities within the Project for public safety and other City employees, public school teachers, hospital employees and other local workers whose incomes do not exceed two hundred percent (200%) of the Ventura County median household income (“Public Benefit Housing Program” or “Program”).

- k. The parties have met several times to consider the best approach to establishing and implementing the Public Benefit Housing Program in a manner that will meet the stated goals without creating any undue administrative burdens for the CITY or unintended consequences for participants in the Program;
- l. Pursuant to the terms and conditions of this Second Amendment, CITY and DEVELOPER now desire to amend Sections 3.3.1(b), 3.3.2(b)(i), 3.3.2(b)(ii), and 3.3.2(b)(iii) of the Development Agreement to modify the timeframes within which to complete construction of the Traffic Improvements, to replace Section 8.7.1 with provisions requiring the implementation of the Public Benefit Housing Program through down payment assistance on certain initial home purchases, and to make other technical corrections for consistency with the First Amendment.

SECTION 2: AMENDMENT. In consideration of the foregoing and pursuant to Section 10.1.2 of the Development Agreement, as amended by the First Amendment, the Development Agreement is amended to read as follows:

A. Paragraph (b) of Section 3.3.1 (Santa Paula Street) of the Development Agreement is amended to read as follows:

“(b) Off-site Improvements. Before or concurrent with the completion of the Santa Paula Street Bridge, Developer must improve with curbs, sidewalk, gutters, pavement and landscaping the City's existing right-of-way on both sides of Santa Paula Street from 11th Street to the new Santa Paula Street Bridge. Developer does not have any obligation to underground any utilities along Santa Paula Street.”

B. Section 3.3.2 (Traffic Circulation Infrastructure) of the Development Agreement is amended to read as follows:

“3.3.2 Traffic Circulation Infrastructure.

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

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

(b) 750th Certificate of Occupancy. Before the City issues the 750th residential certificate of occupancy, Developer must provide sufficient access as follows:

(i) SR-126/Hallock. Notwithstanding Mitigation Measure T-1 set forth in the EAO FEIR, which requires Developer to pay its pro rata share of the costs, Developer must widen and reconfigure the intersection of SR-126 and Hallock Drive, as described in said Mitigation Measure, before City issues a final certificate of occupancy for the 750th residential dwelling unit in the Project.

(c) Last Certificate of Occupancy. Before completion of the Project, Developer must provide sufficient access as follows:

(i) Palm/Santa Paula. Notwithstanding Mitigation Measure T-10 set forth in the EAO FEIR, which requires Developer to pay all costs, Developer must reconfigure the intersection of Palm Avenue and Santa Paula Street as described in said Mitigation Measure, before City issues a final certificate of occupancy for the 1,000th residential dwelling unit in the Project.

(d) Santa Paula Street Bridge Completion. Before or concurrent with the completion of the Santa Paula Street Bridge, Developer must provide sufficient access as follows:

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

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

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

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

C. Section 8.7.1 (Public Benefit Housing) of the Development Agreement is deleted in its entirety and is replaced with the following:

“8.7.1 **Public Benefit Housing.** City and Developer agree that one of the public benefits from the Project is providing new home ownership opportunities for Santa Paula residents and workers. Accordingly, to the extent permitted by law, City and Developer agree to the following:

(a) Developer agrees to offer for purchase residential units within the Project to Qualified Participants (defined, below, in paragraph (c)) whose gross annual income does not exceed one-hundred fifty percent (150%) of the Ventura County median household income as defined in Health and Safety Code § 50093 (“Qualified Public Benefit Participants”). The Developer shall offer Qualified Public Benefit Participants residential units for purchase until all of the Five Thousand Hundred Dollars (\$500,000) deposited by Developer into the Down Payment Assistance Fund has been allocated consistent with the terms of the Public Benefit Housing Program or all units available to Qualified Public Benefit Participants (“Affordable Units”) have been sold, whichever occurs first.

(b) Developer agrees to cooperate in good faith with City to establish, at City's sole expense and administration, a public benefit housing program which, to the extent permitted by law, will set forth the criteria pursuant to which certain City residents or other governmental employees may be permitted to purchase residential units within the Project (the "Public Benefit Housing Program") with financial assistance from the City's Down Payment Assistance Fund (defined, below, in paragraph (d)).

(c) City will, to the extent permitted by law and as part of the Public Benefit Housing Program, prepare a list of qualified individuals who may participate in the Public Benefit Housing Program ("Qualified Participants"), which will be used to allocate down payment assistance funds (the "Public Benefit Housing Priority List"). The Public Benefit Housing Priority List will prioritize the following Qualified Participants: (i) public safety employees employed by the City, (ii) other employees of the City whose tenancy furthers the inclusionary housing goals of the City, (iii) public school teachers, (iv) other governmental employees whose employment necessitates residence in the City, (v) employees of hospitals located within the City, and (vi) any other Qualified Participants. All Qualified Participants must satisfy the definition of Qualified Public Benefit Participants (i.e., having gross annual income that does not exceed one hundred fifty percent (150%) of the Ventura County median household income).

(d) Down Payment Assistance Fund. Upon the Effective Date of Amendment No. 2 to the First Amended and Restated Development Agreement, as the term is defined therein, Developer shall deposit Fifty Thousand Dollars (\$50,000) with the City as the initial funding of the down payment assistance portion of the Public Benefit Housing Program (the “Down Payment Assistance Fund”). Developer shall deposit an additional Forty Thousand Dollars (\$40,000) with the City prior to the issuance of every one hundredth (100th) certificate of occupancy until Developer has deposited the total amount of Five Hundred Thousand (\$500,000) for the Down Payment Assistance Fund. The City shall be solely responsible for maintaining and administering the Down Payment

Assistance Fund, including determining eligibility for Program participation, allocating and paying funds on behalf of Qualified Public Benefit Participants, and maintaining records of Program participation. All funds paid out of the Down Payment Assistance Fund shall be paid directly into escrow for an eligible participant’s home purchase within the Project, and the City shall maintain copies of closing statements reflecting all payments made out of the Down Payment Assistance Fund. Upon making the payments to the City described in this section, Developer shall have no further obligations or responsibility with respect to the Down Payment Assistance Fund.

(e) Use of Funds. In the event the City disburses funds from the Down Payment Assistance Fund through loans, the City may use borrowers’ loan payments to help persons of lower-income households purchase homes in Santa Paula located outside the Project. In addition, the City may use any funds remaining in the Down Payment Assistance Fund for this same purpose upon the sale of the last Affordable Unit in the Project.

D. The first row of the table shown in Exhibit C (East Area 1 Specific Plan Public Benefits) of the Development Agreement is amended to read as follows:

Description	Benefit/timing
Sports Facility — Santa Paula Creek Sports Park would include active sports facilities and parking. Section 3.1.1(a) to DA	\$6,000,000 Phased Construction Complete within 7 years of effective date of DA, but no later than final certificate of occupancy for 750th residential unit

SECTION 3: IMPLEMENTATION OF DEVELOPMENT AGREEMENT. CITY and DEVELOPER agree that Section 2.C. of this Second Amendment implements, and is consistent with, Developer’s obligations under Section 8.7.1 of the Development Agreement, and save and except for the obligations set forth in this Second Amendment, Developer shall have no further obligations under Section 8.7.1 of the Development Agreement.

SECTION 4: COOPERATION; FURTHER ACTS. Each party agrees to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Second Amendment. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Second Amendment.

SECTION 5: INTEGRATION. This Second Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. To the extent this Second Amendment conflicts with the Development Agreement, or any operating memorandum thereto, this Second Amendment supersedes the Development Agreement and the First Amendment. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement. From and after the Effective Date of this Second Amendment, whenever the term “Agreement” appears in the Development Agreement, it shall mean the Development Agreement as amended by the First Amendment and this Second Amendment. This Second Amendment shall be recorded against the Project Site following its full execution.

SECTION 6: COUNTERPARTS. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

SECTION 7: AUTHORITY. The person or persons executing this Agreement on behalf of the CITY and DEVELOPER warrant and represent that they have the authority to execute this Agreement and the authority to bind the CITY and DEVELOPER, as applicable, to the performance of their respective obligations hereunder.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
SECOND AMENDMENT
TO
DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the City and the Developer have signed this Second Amendment, by and through the signatures of their authorized representatives as of the day and year first hereinabove written.

CITY OF SANTA PAULA,
a California municipal corporation

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

By: _____
Dan Singer
City Manager

By: _____
Limoneira Authorized Agent

ATTEST:

By: _____
Lewis Authorized Agent

Julie Latshaw
City Clerk

APPROVED AS TO FORM:

John C. Cotti
City Attorney