

**AMENDMENT NO. 2 to the At-Cost Project Reimbursement and Indemnity Agreement
County of Lake Community Development Department**

This Amendment No. 2 to the At-Cost Project Reimbursement and Indemnity Agreement County of Lake Community Development Department (the "Amendment") is effective as of September, 2026 (the "Effective Date") is made by and between County of Lake (the "County") and Lotusland Investment Holdings, Inc. (the "Developer"). The County and Developer are referred to collectively as the "Parties," and individually as a "Party." This Amendment to the Agreement is made upon the following considerations:

WHEREAS, on April 25, 2017, the parties entered into an At-Cost Project Reimbursement and Indemnity Agreement (the "Agreement"); and

WHEREAS, the Parties executed Amendment #1 on April 2, 2024; and

WHEREAS, the parties desire an additional amendment to the Agreement pursuant to the terms and subject to the conditions set forth herein; and

WHEREAS, the Community Development Department now processes and invoices all planning and building permitting services through its online services platform OpenGov; and

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Section 3 of the Agreement is hereby amended to state the following:

"PAYMENT OF DEPOSIT TO THE COUNTY

Concurrently with the execution of the Agreement, the County will reconcile the previously paid deposit with the permit applications fees and any additional staff hours to 8/31/26, refunding any remaining funds associated with that deposit. The Developer will pay for all permits, plan review fees, and staff time dedicated to Project Services (as defined in this Agreement) and Project Management Services (as defined below) through Open Gov at the posted rates and/or hourly staff rates."

2. Section 5 of the Agreement is hereby amended to state the following:

"AUTHORITY AND OBLIGATIONS OF THE COUNTY

Time spent by County of Lake staff performing Project Services and any actual costs will be billed at the time they are provided. "Staff time" includes, but is not limited to, time spent reviewing application materials, site visits, responding by phone or correspondence to inquiries from the applicant, the applicant's representatives, neighbors and/or interested parties, attendance and participation at meetings and public hearings, preparation of staff reports and other correspondence, processing of any appeals, responding to public records act requests or responding to any legal challenges related to the request, and any other time staff dedicates to services. "Staff" includes any employee of the County of Lake Community Development, Water Resources, Public Works, Public Services, and Agriculture Departments, and Lake County Air Quality Management District, Agricultural Commissioner Departments, and any other County staff services for which a fee schedule has been adopted.

Beginning concurrently with the execution of the Agreement, the County will provide additional services (" Management Services"), for no less than 2 years, at the fully burdened hourly rate (\$68.52) of an assigned staff person, not to exceed \$150,000 over 2 years and \$6,250 in any single month. These Management Services will include expedited processing of permit applications and plan review and coordination with Staff on review and permitting activities, Management Services shall not be reimbursable as Project Services and vice versa. The Project Manager shall be the sole/primary contact for the Developer, and the liaison with outside consultants working on the project.

Except as otherwise provided herein, the County makes no promise, representation, or

warranty, express or implied, that the County, its staff or consultants, will provide the Project Services or Management Services referenced in this Agreement by a certain date. Notwithstanding the foregoing, County staff and consultants will provide Project Services and Management Services described in this Agreement in a timely manner without unreasonable delay.

3. Section 6 of the Agreement is hereby amended to state the following:

"6. NO JOINT VENTURE OR PARTNERSHIP

County and Developer hereby renounce the existence of any form of agency relationship, joint venture, or partnership between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the County and the Developer."

4. Except as expressly set forth in this Amendment, the Agreement, as amended, otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control.

County and Developer have executed this Amendment No. 2 to the Agreement on day and year first written above.

COUNTY OF LAKE:

Chair, Board of Supervisors

DEVELOPER:

Lotusland Inc.

ATTEST:

Susan Parker
Clerk of the Board
County Board of Supervisors

APPROVED AS TO FORM:

Lloyd Guintivano
County Counsel

By: 

Nicole Johnson
Sr. Deputy County Counsel