

AMENDMENT NO. 1 to the At-Cost Project Reimbursement and Indemnity Agreement
County of Lake Community Development Department

This Amendment No. 1 to the At-Cost Project Reimbursement and Indemnity Agreement County of Lake Community Development Department (the "Amendment") is effective as of _____, 2024 (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 Agreement is made upon the following considerations:

WHEREAS, on _____, 20____, the parties entered into an At-Cost Project Reimbursement and Indemnity Agreement ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement pursuant to the terms and subject to the conditions set forth herein.

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, Developer shall pay to the County an initial deposit of sixty-eight thousand, eight hundred sixty-eight dollars, and sixty-eight cents (\$68,868.68) which shall be held by the County in an account and used as a Deposit for Project Services. Once the Developer submits applications for development permits, the deposit shall increase to one hundred fifty thousand dollars (\$150,000). Actual costs for County staff time in performing the Project Services shall be based upon Department Applied Rates."

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

"AUTHORITY AND OBLIGATIONS OF THE COUNTY

Time spent by County of Lake staff in performing Project Services and any actual costs will be billed against the available deposit. "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. "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, and Agricultural Commissioner Departments.

Except as other 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 referenced in this Agreement by a certain date. Notwithstanding the foregoing, County staff and consultants will provide Project Services described in this Agreement in a timely manner without unreasonable delay."

3. Except as expressly set forth in this Amendment, the Settlement 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.

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County and Developer have executed this Amendment No. 1 to the Agreement on day and year first written above.

COUNTY OF LAKE

DEVELOPER

By: _____

Chair, Board of Supervisors

By: _____

ATTEST: Susan Parker
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
Lloyd Guintivano
County Counsel

By: _____

By: _____