

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of Lompoc  
Attn: City Clerk  
100 Civic Center Plaza  
Lompoc, California 93436

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**SECOND AMENDMENT  
TO  
DEVELOPMENT AND ANNEXATION AGREEMENT**

**BY AND AMONG**

**HARRIS GRADE PARTNERS, LP; MJ LAND, LLC; LOMPOC RANCH JOINT  
VENTURE; JOE A. SIGNORELLI, JR.; ADAM PETER SIGNORELLI; GUS THOMAS  
SIGNORELLI AND THE TOWBES GROUP, INC.**

**&**

**CITY OF LOMPOC**

**April 16, 2019**

**SECOND AMENDMENT TO DEVELOPMENT AND ANNEXATION  
AGREEMENT BY AND AMONG: HARRIS GRADE PARTNERS, LP,  
MJ LAND, LLC, LOMPOC RANCH JOINT VENTURE,  
JOE A. SIGNORELLI, JR., ADAM PETER SIGNORELLI,  
GUS THOMAS SIGNORELLI, THE TOWBES GROUP, INC. AND  
THE CITY OF LOMPOC (APN NOS. 097-250-002, 097-250-005,  
097-250-040, 097-250-050, 097-250-051, 097-250-062, and 097-250-069)**

This Second Amendment to Development and Annexation Agreement (Second Amendment) is entered into on this 6th day of June, 2019 (Effective Date), by and among the CITY OF LOMPOC, a municipal corporation (City) and HARRIS GRADE PARTNERS, L.P., a California limited partnership, MJ LAND, LLC, a California limited liability company, LOMPOC RANCH JOINT VENTURE, a California partnership, JOE A. SIGNORELLI, JR., ADAM PETER SIGNORELLI, GUS THOMAS SIGNORELLI, and THE TOWBES GROUP, INC., a California corporation (collectively, Developers).

**RECITALS**

WHEREAS, pursuant to Government Code Sections 65864 *et seq.*, (Development Agreement Act) on February 13, 2006, City and Developers entered into the Development and Annexation Agreement and a First Amendment to the Development Agreement (collectively, Agreement) for the development of certain real property consisting of approximately 143.88 acres located in the County of Santa Barbara, currently designated as APN Nos. 097-250-002, 097-250-005, 097-250-040, 097-250-050, 097-250-051, 097-250-062, and 097-250-069;

WHEREAS, the Agreement shall expire on May 31, 2019, and, pursuant to Section 7.16 of the Agreement, no provision of the Agreement may be amended, except by an agreement in writing signed by the parties or their respective successors in interest;

WHEREAS, the parties now wish to amend the Agreement to extend the expiration date by five years;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City Council has determined no new information is available that requires any environmental review, other than that which was done in the Final Environmental Impact Report, which was adopted by City's City Council by Resolution No. 1520(06) (Final EIR), as part of the review and approval process of the Agreement;

WHEREAS, pursuant to Sections 65867 and 65868 of the Development Agreement Act, on March 13, 2019, City's Planning Commission held a duly-noticed public hearing and after the conclusion of that hearing, reviewed all pertinent testimony and evidence, including the Addendum, and recommended approval of the Addendum and Second Amendment;

WHEREAS, pursuant to Sections 65867 and 65868 of the Development Agreement Act, on April 16, 2019, City's City Council held a duly-noticed public hearing and after the conclusion

of that hearing, reviewed all pertinent testimony, including the Addendum, and evidence and the Planning Commission's recommendations.

NOW, THEREFORE, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the parties hereto agree as follows:

Section 1. The recitals above are true and correct and incorporated herein by this reference.

Section 2. All terms, phrases and words indicated to be defined terms by capitalization in this Second Amendment and that are not specifically defined in this Second Amendment or the context otherwise shall have the meaning ascribed to the same term, phrase, or word in the Agreement.

Section 3. The first sentence of Section 5.02 of the Agreement is hereby amended so that the term of the Agreement shall commence upon the Effective Date and shall terminate on May 31, 2024.

Section 4. Section 3.01.01 is hereby added to the Agreement, to read in its entirety as follows:

“Notwithstanding any expiration date on their face on in the Lompoc Municipal Code, any Future Discretionary Entitlements approved by the City after the Effective Date of this Agreement shall remain valid and in effect until the date this Agreement terminates.”

Section 5. The parties agree that, except as specifically provided in this Second Amendment, the terms of the Agreement shall remain unchanged and in full-force and effect.

Section 6. The person(s) executing this Second Amendment on behalf of the parties hereto warrant (i) such party is duly-organized and existing, (ii) they are duly-authorized to execute and deliver this Second Amendment on behalf of said party, (iii) by so executing this Second Amendment, such party is formally bound to the provisions of this Second Amendment, and (iv) the entering into of this Second Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date it has been signed on behalf of City, as long as it has also been signed by and on behalf of all the other parties.

Dated: \_\_\_\_\_, 2019

CITY OF LOMPOC, A California  
municipal corporation

By: \_\_\_\_\_  
James Throop  
City Manager

ATTEST:

\_\_\_\_\_  
Stacey Haddon  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff M. Malawy  
City Attorney, City of Lompoc

[Signatures continued on Page 5]

[Signatures continued from Page 4]

**OWNERS:**

Dated: \_\_\_\_\_, 2019

HARRIS GRADE PARTNERS, LP,  
a California limited partnership  
[APN: 097-250-040]

By: MARTIN FARRELL HOMES, INC., a  
California corporation, General Partner

By: \_\_\_\_\_  
Jon Martin, Jane Reisman, President

By: \_\_\_\_\_  
\_\_\_\_\_,  
Its \_\_\_\_\_

Dated: \_\_\_\_\_, 2019

MJ LAND, LLC, a California Limited Liability  
Company  
[APNs: 097-250-002 and 097-250-069]

By: \_\_\_\_\_  
Patrick J. McCarthy, Managing Member

By: \_\_\_\_\_  
Donald M. Jensen, Managing Member

Dated: \_\_\_\_\_, 2019

LOMPOC RANCH JOINT VENTURE, a  
California partnership, as to an undivided  
37.5% interest of Parcels Two, Three, Four,  
and Five  
[APNs: 097-250-050, 097-250-051, 097-250-083  
and 097-250-084]

By: \_\_\_\_\_  
John Gherini, Managing Partner

[Signatures continued on Page 6]

[Signatures continued from Page 5]

Dated: \_\_\_\_\_, 2019

JOE A. SIGNORELLI, JR., as His Sole and Separate Property, as to an undivided 16.66% interest of Parcels Two, Three, Four, and Five  
[APNs: 097-250-050, 097-250-051, 097-250-083 and 097-250-084]

By: \_\_\_\_\_  
Joe A. Signorelli, Jr.

Dated: \_\_\_\_\_, 2019

JANE REISMAN, STACY LEE SIGNORELLI, as Her Sole and Separate Property, as to an undivided 16.67% interest of Parcels Two, Three, Four, and Five  
[APNs: 097-250-050, 097-250-051, 097-250-005 and 097-250-062]

By: \_\_\_\_\_  
Jane Reisman

By: \_\_\_\_\_  
Stacey Lee Signorelli

Dated: \_\_\_\_\_, 2019

GUS THOMAS SIGNORELLI, as His Sole and Separate Property, as to an undivided 16.67% interest of Parcels Two, Three, Four, and Five  
[APNs: 097-250-050, 097-250-051, 097-250-083 and 097-250-084]

By: \_\_\_\_\_  
Gus Thomas Signorelli

[Signatures continued on Page 7]

[Signatures continued from Page 6]

Dated: \_\_\_\_\_, 2019

THE TOWBES GROUP, INC., a California corporation, as to an undivided 12.5% interest of Parcels Two, Three, Four, and Five [APNs: 097-250-050, 097-250-051, 097-250-083 and 097-250-084]

By: \_\_\_\_\_  
Robert L. Skinner, CEO

By: \_\_\_\_\_  
Michelle Konoske, President

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