



**Ventura County Transportation Commission  
Santa Paul Branch Line  
Amendment #2 to Temporary Emergency Crossing Agreement/License**

Agreement Number: X-415.90-2016-1

Mile Post: 415.90, Santa Paula Branch Line

Location: Santa Paula, Ventura County, California (Padre Lane) Licensee: Limoneira Lewis Community Builders LLC/City of Santa Paula

1. **Amendment No. 2**, effective as of January 1, 2026, to Agreement X-415.90-2016-1 (the "Agreement" or "License") is made and entered into by and between Ventura County Transportation Commission ("VCTC") as "Licensor" and Limoneira Lewis Community Builders LLC, a Delaware limited liability company ("Developer"), and the City of Santa Paula ("City") (collectively as "Licensee").

**2. RECITALS.**

**2.1 WHEREAS**, VCTC entered into Temporary Emergency Crossing Agreement X-415.90-2016-1 with Developer and City, dated July 12, 2017, to permit the Developer to make temporary improvements to the Padre Crossing for use solely by City police, fire and other emergency service vehicles as the City deems necessary to provide emergency service to the Developer's "East Area One" project (the "Project").

**2.2 WHEREAS**, California Public Utilities Commission Decision 15-12-006 permits the Padre Lane crossing to remain open as an emergency-access-only crossing until completion of the Santa Paula Bridge, providing secondary access to the Project.

**2.3 WHEREAS**, the term of the temporary crossing agreement was set to expire three (3) years from completion of the temporary crossing improvements, December 31<sup>st</sup>, 2020.

**2.3 WHEREAS**, Amendment #1 to the agreement extended the emergency crossing, by an additional five (5) years, to a total term of eight (8) years.

**2.4 WHEREAS**, an alternative secondary access point to the Project has not been completed by the end of the amended Agreement term.

**2.5 WHEREAS**, Developer and City requested to extend the Agreement for an additional five (5) years, to a total term of thirteen (13) years.

- 3. NOW, THEREFORE**, for the consideration hereinafter stated, VCTC and Developer and City agree to amend section 13(a) of the agreement to read as follows:

This License shall become and be effective as of the date first set forth above and shall expire thirteen (13) years after the completion of the Emergency Crossing Improvements (but no later than December 31, 2030) and shall be terminable before that date upon not less than ninety (90) days' notice served or given by either party hereto to the other; provided, however, that this License may be immediately terminated immediately upon violation of any of the terms hereof by Developer or City if such violation is not cured or remedies to that satisfaction of VCTC after thirty (30) days prior written notice by VCTC to Developer and City as set forth in Section 13(b) below. Upon termination of this License as set forth above, VCTC may, if the Closure Improvements are not completed by Developer within fifteen (15) days after written notice by VCTC, remove the Emergency Crossing Improvements and install the Closure Improvements at the sole cost and expense of Developer, with the cost of such removal of the Emergency Crossing Improvements and installation Closure Improvements funded from the cash deposit or bonds provided by Developer in accordance with Section 2(e); or VCTC may wreck and scrap or convert all of the Emergency Crossing, to its own use without liability to Developer or City in any event for compensation or damages therefor. Notwithstanding the foregoing, if upon expiration of the 13-year Agreement term, either Developer or the City desires to extend the License, Developer or City will request an extension of the term in writing. If VCTC agrees, in its sole discretion, to grant such extension, the Agreement Term shall continue to run on a month to month basis terminable by VCTC or Licensee ( or City) on 30 days' notice.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 2, effective as of the date first written above.

**VENTURA COUNTY TRANSPORTATION COMMISSION:**

By: \_\_\_\_\_  
Mike Judge, VCTC Chair

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Lindsay D'Andrea, General Counsel

**LIMONIERA LEWIS COMMUNITY BUILDERS, LLC**

By: \_\_\_\_\_  
John M. Goodman, VP/CEO/CFO

**CITY OF SANTA PAULA**

By: \_\_\_\_\_  
City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
General Counsel