

**EXHIBIT A**  
**FIRST AMENDMENT TO**  
**AGREEMENT FOR POSSESSION AND USE**

This First Amendment ("First Amendment") to the Agreement for Possession and Use effective April 27, 2021 ("Original Agreement") is entered into by and between the Santa Clara Valley Water District, a special governmental district of the State of California ("Valley Water"), and the County of Santa Clara, a political subdivision of the State of California ("County") (collectively the "Parties"), retroactively effective as of October 24, 2021.

**RECITALS**

**WHEREAS**, Valley Water is presently undertaking construction of risk reduction measures identified in the Federal Energy Regulatory Commission (FERC) February 20, 2020 Order, which includes various measures including construction of the Anderson Dam Tunnel;

**WHEREAS**, to complete the Anderson Dam Tunnel and other risk reduction measures identified in the FERC February 20, 2020 Order, and then to eventually undertake the Anderson Dam seismic retrofit, Valley Water requires various fee, easement, and temporary easement interests in and over County-owned lands;

**WHEREAS**, on April 27, 2021 the Parties entered into the Original Agreement to permit Valley Water a right of possession prior to acquisition of the property interests, without delay or prejudice to County's right to receive just compensation for the properties, and the Original Agreement is attached hereto for reference as Exhibit A;

**WHEREAS**, the Original Agreement prescribed a six month (180 day) negotiation period for the Parties to execute a Sale Agreement, which terminated on October 24, 2021;

**WHEREAS**, due to administrative delay, the Parties were not able to timely amend the Original Agreement to extend the negotiation period of the Original Agreement prior to October 24, 2021, and the Parties have determined that it is necessary to execute a six month extension through retroactive approval of this First Amendment;

**NOW THEREFORE**, in consideration of the mutual covenants and promises of the Parties contained herein, the Parties hereto agree as follows:

**I. AMENDMENTS TO AGREEMENT**

- A. Negotiations for Direct Purchase.** Section 2.1 of the Original Agreement is amended to read as follows:

Valley Water shall continue to negotiate in good faith with County to acquire the Property by direct purchase, after the Effective Date. In the event a binding agreement for such direct purchase mutually acceptable to Valley Water and County in their mutual discretion (the "Sale Agreement") is not executed by Valley Water and County by twelve months (365 days) after the Effective Date, then the Parties shall submit the matter to a mutually agreed to mediation service

for mediation by providing to the mediation service a joint, written request for mediation. The Parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. If the Parties are unable to agree on a mediation service or mediator by twelve months (365 days) after the Effective Date, the Parties shall submit a joint, written request to the State Mediation and Conciliation Service to appoint a mediator within seven (7) days. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties. Absent written agreement of the Parties to the contrary, the mediation process shall be deemed terminated within sixty (60) days of the date that mediation proceedings commence. In the event that the mediation is terminated without a Sale Agreement, then Valley Water shall submit to its governing body for consideration a resolution of necessity under Code of Civil Procedure Sections 1245.210 et seq., for authorization to acquire the Property by eminent domain and shall promptly file its complaint in eminent domain to acquire the Property in accordance with Code of Civil Procedure Section 1250.110. If Valley Water begins proceedings in eminent domain, this Agreement will continue in effect until a settlement is reached, or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court, or the proceedings are abandoned by Valley Water under Section 1268.510 of the California Code of Civil Procedure.

- II. DEFINITIONS.** Capitalized terms used in this First Amendment without definition shall have the same meaning ascribed to such terms in the Original Agreement.
- III. FORCE AND EFFECT.** Except as modified by this First Amendment, the terms and conditions of the Original Agreement are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this First Amendment and the Original Agreement as to the specific matters which are the subject of this First Amendment, the terms and conditions of this First Amendment shall control. Upon the effective date of this First Amendment, this First Amendment shall be construed to be a part of the Original Agreement and shall be deemed incorporated into the Original Agreement by this reference.
- IV. ENTIRE AGREEMENT, AMENDMENT.** The Original Agreement, as amended by this First Amendment, constitutes the full and complete agreement and understanding by and between the Parties relative to the subject matter of the Agreement defined as the Original Agreements and any subsequent amendments and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the same subject matter. Any prior or contemporaneous oral or written representations relating to the same subject matter is hereby revoked and



extinguished by the Original Agreement, as amended by this First Amendment, and this First Amendment shall only be effective upon the full execution by all Parties hereto.

- V. **COUNTERPARTS; ELECTRONIC/DIGITAL SIGNATURES.** This First Amendment may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed the First Amendment. Unless otherwise prohibited by law or County policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.
- VI. **SUBMISSION OF FIRST AMENDMENT TO AGREEMENT; NONBINDING UNTIL SIGNED.** The Parties agree, accept, and understand that a submission of this First Amendment for examination, review, editing, or signature by either Party, in any form or by electronic or digital means, by email, facsimile or DocuSign, by verbal confirmation or discussion or by any other means of delivery, does not constitute a binding agreement or contract, nor does it constitute a meeting of the minds or a commitment to execute the First Amendment and this First Amendment shall only be legally binding and enforceable upon full execution by all Parties. The Parties acknowledge and agree that this First Amendment is nonbinding on either Party and neither Party may claim any legal rights against the other by reason of the existence of this First Amendment, or by reason of actions taken in reliance upon this First Amendment (including, but not limited to, any obligation to continue negotiations) unless and until this First Amendment is fully executed by all of the Parties.
- VII. **CONSTRUCTION.** This First Amendment shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

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**VIII. AUTHORITY TO EXECUTE AND BIND.** Each Party hereto represents and warrants to the other that the persons executing this First Amendment on its behalf have full and complete legal authority to do so, and thereby binds the party to this First Amendment.


**SANTA CLARA VALLEY WATER  
DISTRICT**

**COUNTY OF SANTA CLARA**

By:   
TONY ESTREMERERA Date  
Chair, Board of Directors

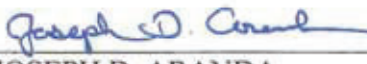
By: \_\_\_\_\_  
JEFFREY V. SMITH Date  
County Executive Officer

Attest:

By:  11/09/2021  
MICHELE L. KING, CMC Date  
Clerk, Board of Directors

Approved as to form and legality:

Approved as to form and legality:

By:  11/09/2021  
JOSEPH D. ARANDA Date  
Assistant District Counsel

By: \_\_\_\_\_  
CHRISTOPHER R. CHELEDEN Date  
Lead Deputy County Counsel

Exhibit A: Original Agreement

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**VIII. AUTHORITY TO EXECUTE AND BIND.** Each Party hereto represents and warrants to the other that the persons executing this First Amendment on its behalf have full and complete legal authority to do so, and thereby binds the party to this First Amendment.

**SANTA CLARA VALLEY WATER  
DISTRICT**

**COUNTY OF SANTA CLARA**

By:   
**TONY ESTREMER** Date  
Chair, Board of Directors

DocuSigned by:  
 11/15/2021  
21590528D108407  
By: JEFFREY V. SMITH Date  
County Executive Officer

Attest:

By:  11/09/2021  
MICHELE L. KING, CMC Date  
Clerk, Board of Directors

Approved as to form and legality:

Approved as to form and legality:

By:  11/09/2021  
JOSEPH D. ARANDA Date  
Assistant District Counsel

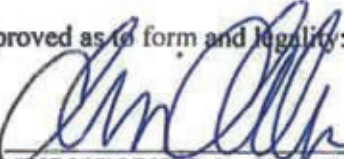
By:  11/15/21  
CHRISTOPHER R. CHELEDEN Date  
Lead Deputy County Counsel

Exhibit A: Original Agreement

**EXHIBIT A**

**SECOND AMENDMENT TO  
AGREEMENT FOR POSSESSION AND USE**



## **SECOND AMENDMENT TO AGREEMENT FOR POSSESSION AND USE**

This Second Amendment (“Second Amendment”) to the Agreement for Possession and Use effective April 27, 2021 (“Original Agreement”) is entered into by and between the Santa Clara Valley Water District, a special governmental district of the State of California (“Valley Water”), and the County of Santa Clara, a political subdivision of the State of California (“County”) (collectively the “Parties”), effective as of April 27, 2022.

### **RECITALS**

**WHEREAS**, Valley Water is presently undertaking construction of risk reduction measures identified in the Federal Energy Regulatory Commission (FERC) February 20, 2020, Order, which includes various measures including construction of the Anderson Dam Tunnel;

**WHEREAS**, to complete the Anderson Dam Tunnel and other risk reduction measures identified in the FERC February 20, 2020, Order, and then to eventually undertake the Anderson Dam seismic retrofit, Valley Water requires various fee, easement, and temporary easement interests in and over County-owned lands;

**WHEREAS**, on April 27, 2021, the Parties entered into the Original Agreement to permit Valley Water a right of possession prior to acquisition of the property interests, without delay or prejudice to County’s right to receive just compensation for the properties;

**WHEREAS**, the Original Agreement prescribed a six month (180 day) negotiation period for the Parties to execute a Sale Agreement, which terminated on October 24, 2021;

**WHEREAS**, the Parties entered into the FIRST AMENDMENT TO AGREEMENT FOR POSSESSION AND USE dated 11/15/2021 (First Amendment) and retroactively effective as of October 24, 2021, extending the Effective date of the Original Agreement by twelve months (365 days) from the original effective date of April 27, 2021, and the First Amendment is attached hereto for reference as Exhibit A; and

**WHEREAS**, the Parties have determined that it is necessary to execute this Second Amendment to extend the negotiating period of the Original Agreement as amended by the First Amendment to December 31, 2022.

**NOW THEREFORE**, in consideration of the mutual covenants and promises of the Parties contained herein, the Parties hereto agree as follows:

### **I. AMENDMENTS TO AGREEMENT**

**A. Negotiations for Direct Purchase.** Section 2.1 of the Original Agreement as amended by the First Amendment is amended to read as follows:

Valley Water shall continue to negotiate in good faith with County to acquire the Property by direct purchase, after the Effective Date. In the event a binding agreement for such direct purchase mutually acceptable to Valley Water and

County in their mutual discretion (the “Sale Agreement”) is not executed by Valley Water and County by December 31, 2022, then the Parties shall submit the matter to a mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation. The Parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. If the Parties are unable to agree on a mediation service or mediator by December 31, 2022, the Parties shall submit a joint, written request to the State Mediation and Conciliation Service to appoint a mediator within seven (7) days. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator’s fees and expenses and the costs incidental to the mediation will be shared equally between the Parties. Absent written agreement of the Parties to the contrary, the mediation process shall be deemed terminated within sixty (60) days of the date that mediation proceedings commence. In the event that the mediation is terminated without a Sale Agreement, then Valley Water shall submit to its governing body for consideration a resolution of necessity under Code of Civil Procedure Sections 1245.210 et seq., for authorization to acquire the Property by eminent domain and shall promptly file its complaint in eminent domain to acquire the Property in accordance with Code of Civil Procedure Section 1250.110. If Valley Water begins proceedings in eminent domain, this Agreement will continue in effect until a settlement is reached, or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court, or the proceedings are abandoned by Valley Water under Section 1268.510 of the California Code of Civil Procedure.

- II. DEFINITIONS.** Capitalized terms used in this Second Amendment without definition shall have the same meaning ascribed to such terms in the Original Agreement as amended by the First Amendment.
- III. FORCE AND EFFECT.** Except as modified by this Second Amendment and the First Amendment, the terms and conditions of the Original Agreement are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Second Amendment, the First Amendment and the Original Agreement as to the specific matters which are the subject of this Second Amendment, the terms and conditions of this Second Amendment shall control. Upon the effective date of this Second Amendment, this Second Amendment shall be construed to be a part of the Original Agreement as amended by the First Amendment and shall be deemed incorporated into the Original Agreement by this reference.
- IV. ENTIRE AGREEMENT, AMENDMENT.** The Original Agreement, as amended by this Second Amendment and the First Amendment, constitutes the full and complete

agreement and understanding by and between the Parties relative to the subject matter of the Agreement defined as the Original Agreements and any subsequent amendments and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the same subject matter. Any prior or contemporaneous oral or written representations relating to the same subject matter is hereby revoked and extinguished by the Original Agreement, as amended by this Second Amendment and the First Amendment, and this Second Amendment shall only be effective upon the full execution by all Parties hereto.

- V. COUNTERPARTS; ELECTRONIC/DIGITAL SIGNATURES.** This Second Amendment may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed the Second Amendment. Unless otherwise prohibited by law or County policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.
- VI. SUBMISSION OF SECOND AMENDMENT TO AGREEMENT; NONBINDING UNTIL SIGNED.** The Parties agree, accept, and understand that a submission of this Second Amendment for examination, review, editing, or signature by either Party, in any form or by electronic or digital means, by email, facsimile or DocuSign, by verbal confirmation or discussion or by any other means of delivery, does not constitute a binding agreement or contract, nor does it constitute a meeting of the minds or a commitment to execute the Second Amendment and this Second Amendment shall only be legally binding and enforceable upon full execution by all Parties. The Parties acknowledge and agree that this Second Amendment is nonbinding on either Party and neither Party may claim any legal rights against the other by reason of the existence of this Second Amendment, or by reason of actions taken in reliance upon this Second Amendment (including, but not limited to, any obligation to continue negotiations) unless and until this Second Amendment is fully executed by all of the Parties.
- VII. CONSTRUCTION.** This Second Amendment shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

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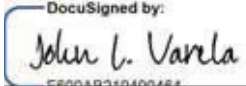
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**VIII. AUTHORITY TO EXECUTE AND BIND.** Each Party hereto represents and warrants to the other that the persons executing this Second Amendment on its behalf have full and complete legal authority to do so, and thereby binds the party to this Second Amendment.

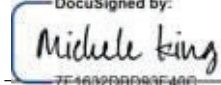
**SANTA CLARA VALLEY WATER DISTRICT**

By:  04/12/2022  
F600AB210499464  
JOHN L. VARELA Date  
Chair Pro Tem

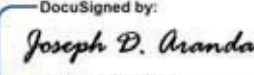
**COUNTY OF SANTA CLARA**

By:  4/21/2022  
21E905DBD1084D7  
JEFFREY V. SMITH Date  
County Executive Officer

Attest:

By:  04/12/2022  
7E1692D8D93E46C...  
MICHELE L. KING, CMC Date  
Clerk, Board of Directors

Approved as to form and legality:

By:  04/12/2022  
343A2EB0G7984BD  
JOSEPH D. ARANDA Date  
Assistant District Counsel

Approved as to form and legality:

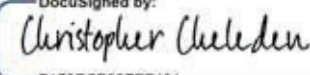
By:  4/20/2022  
B179E0E03EEF431  
CHRISTOPHER R. CHELEDEN Date  
Lead Deputy County Counsel

Exhibit A: First Amendment (w/attachment)

### **THIRD AMENDMENT TO AGREEMENT FOR POSSESSION AND USE**

This Third Amendment (“Third Amendment”) to the Agreement for Possession and Use effective April 27, 2021 (“Original Agreement”) is entered into by and between the Santa Clara Valley Water District, a special governmental district of the State of California (“Valley Water”), and the County of Santa Clara, a political subdivision of the State of California (“County”) (collectively the “Parties”), retroactively effective as of January 1, 2023.

#### **RECITALS**

**WHEREAS**, Valley Water is presently undertaking construction of risk reduction measures identified in the Federal Energy Regulatory Commission (FERC) February 20, 2020, Order, which includes various measures including construction of the Anderson Dam Tunnel;

**WHEREAS**, to complete the Anderson Dam Tunnel and other risk reduction measures identified in the FERC February 20, 2020, Order, and then to eventually undertake the Anderson Dam seismic retrofit, Valley Water requires various fee, easement, and temporary easement interests in and over County-owned lands;

**WHEREAS**, on April 27, 2021, the Parties entered into the Original Agreement to permit Valley Water a right of possession prior to acquisition of the property interests, without delay or prejudice to County’s right to receive just compensation for the properties;

**WHEREAS**, the Original Agreement prescribed a six month (180 day) negotiation period for the Parties to execute a Sale Agreement, which terminated on October 24, 2021;

**WHEREAS**, the Parties entered into the FIRST AMENDMENT TO AGREEMENT FOR POSSESSION AND USE dated 11/15/2021 (First Amendment) and retroactively effective as of October 24, 2021, extending the Effective date of the Original Agreement by twelve months (365 days) from the original effective date of April 27, 2021;

**WHEREAS**, the Parties entered into the SECOND AMENDMENT TO AGREEMENT FOR POSSESSION AND USE dated 4/21/2022 (Second Amendment) and effective as of April 27, 2022, extending the Effective date of the Original Agreement to December 31, 2022, and the Second Amendment is attached hereto for reference as Exhibit A; and

**WHEREAS**, the Parties have determined that it is necessary to execute this Third Amendment to extend the negotiating period of the Original Agreement as amended by the First Amendment and the Second Amendment to June 30, 2023; and

**WHEREAS**, the Parties have further determined that it is necessary to execute this Third Amendment to modify the scope of the Underground Utility Easement granted to Valley Water pursuant to the Original Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises of the Parties contained herein, the Parties hereto agree as follows:

## **I. AMENDMENTS TO AGREEMENT**

- A. Negotiations for Direct Purchase.** Section 2.1 of the Original Agreement as amended by Second Amendment and the First Amendment is amended to read as follows:

Valley Water shall continue to negotiate in good faith with County to acquire the Property by direct purchase, after the Effective Date. In the event a binding agreement for such direct purchase mutually acceptable to Valley Water and County in their mutual discretion (the "Sale Agreement") is not executed by Valley Water and County by June 30, 2023, then the Parties shall submit the matter to a mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation. The Parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. If the Parties are unable to agree on a mediation service or mediator by June 30, 2023, the Parties shall submit a joint, written request to the State Mediation and Conciliation Service to appoint a mediator within seven (7) days. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties. Absent written agreement of the Parties to the contrary, the mediation process shall be deemed terminated within sixty (60) days of the date that mediation proceedings commence. In the event that the mediation is terminated without a Sale Agreement, then Valley Water shall submit to its governing body for consideration a resolution of necessity under Code of Civil Procedure Sections 1245.210 et seq., for authorization to acquire the Property by eminent domain and shall promptly file its complaint in eminent domain to acquire the Property in accordance with Code of Civil Procedure Section 1250.110. If Valley Water begins proceedings in eminent domain, this Agreement will continue in effect until a settlement is reached, or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court, or the proceedings are abandoned by Valley Water under Section 1268.510 of the California Code of Civil Procedure.

**B. Modification to Description of Underground Utility Easement Deed.**

Exhibit B of the Original Agreement is deleted and replaced by the Revised Exhibit B attached hereto and incorporated by this reference. All references to Exhibit B in the Original Agreement shall instead refer to Revised Exhibit B.

- II. DEFINITIONS.** Capitalized terms used in this Third Amendment without definition shall have the same meaning ascribed to such terms in the Original Agreement as amended by the Second Amendment and the First Amendment.

- III. FORCE AND EFFECT.** Except as modified by this Third Amendment, the Second Amendment and the First Amendment, the terms and conditions of the Original Agreement are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Third Amendment, the Second Amendment, the First Amendment and the Original Agreement as to the specific matters which are the subject of this Third Amendment, the terms and conditions of this Third Amendment shall control. Upon the effective date of this Third Amendment, this Third Amendment shall be construed to be a part of the Original Agreement as amended by the Second Amendment and the First Amendment and shall be deemed incorporated into the Original Agreement by this reference.
- IV. ENTIRE AGREEMENT, AMENDMENT.** The Original Agreement, as amended by this Third Amendment, the Second Amendment and the First Amendment, constitutes the full and complete agreement and understanding by and between the Parties relative to the subject matter of the Agreement defined as the Original Agreements and any subsequent amendments and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the same subject matter. Any prior or contemporaneous oral or written representations relating to the same subject matter is hereby revoked and extinguished by the Original Agreement, as amended by this Third Amendment, the Second Amendment and the First Amendment, and this Third Amendment shall only be effective upon the full execution by all Parties hereto.
- V. COUNTERPARTS; ELECTRONIC/DIGITAL SIGNATURES.** This Third Amendment may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed the Third Amendment. Unless otherwise prohibited by law or County policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.
- VI. SUBMISSION OF THIRD AMENDMENT TO AGREEMENT; NONBINDING UNTIL SIGNED.** The Parties agree, accept, and understand that a submission of this Third Amendment for examination, review, editing, or signature by either Party, in any form or by electronic or digital means, by email, facsimile or DocuSign, by verbal confirmation or discussion or by any other means of delivery, does not constitute a



binding agreement or contract, nor does it constitute a meeting of the minds or a commitment to execute the Third Amendment and this Third Amendment shall only be legally binding and enforceable upon full execution by all Parties. The Parties acknowledge and agree that this Third Amendment is nonbinding on either Party and neither Party may claim any legal rights against the other by reason of the existence of this Third Amendment, or by reason of actions taken in reliance upon this Third Amendment (including, but not limited to, any obligation to continue negotiations) unless and until this Third Amendment is fully executed by all of the Parties.

**VII. CONSTRUCTION.** This Third Amendment shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

**VIII. AUTHORITY TO EXECUTE AND BIND.** Each Party hereto represents and warrants to the other that the persons executing this Third Amendment on its behalf have full and complete legal authority to do so, and thereby binds the party to this Third Amendment.

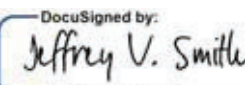
*[signatures on following page]*

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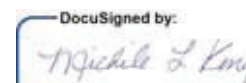
**SANTA CLARA VALLEY WATER  
DISTRICT**

By:  04/11/23  
JOHN L. VARELA Date  
Chair

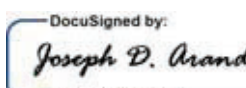
**COUNTY OF SANTA CLARA**

By:  4/24/2023  
JEFFREY V. SMITH Date  
County Executive Officer

Attest:

By:  04/11/23  
MICHELE L. KING, CMC Date  
Clerk, Board of Directors

Approved as to form and legality:

By:  04/11/23  
JOSEPH D. ARANDA Date  
Assistant District Counsel

Approved as to form and legality:

By:  4/27/2023  
AARON FORBATH Date  
Deputy County Counsel

Exhibit A: Second Amendment (w/attachments)

Revised Exhibit B: Property Description

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