

AGREEMENT
MOFFETT PARK GREEN LINK BORDEAUX-BORREGAS BRIDGE PROJECT
COMPLETION AND GOOGLE CONVEYANCE AND VALLEY WATER
ACCEPTANCE OF THE VALLEY WATER FLOODWALLS

THIS AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2025 by and between Google LLC, a Delaware limited liability company (“**Google**”) and the Santa Clara Valley Water District (“**Valley Water**”), a special district of the State of California. Google and Valley Water are sometimes referred to collectively as the “**Parties**”.

RECITALS

- A. On September 9, 2014, the Valley Water Board of Directors approved the Sunnyvale West Channel Flood Protection Project (“**Valley Water Project**”). The Valley Water Project is designed to protect certain areas within the City of Sunnyvale against a 100-year riverine flooding.
- B. A portion of the Valley Water Project is located in the relevant part on the Sunnyvale West Channel (“**West Channel**”) between Bordeaux Drive and Java Drive in Sunnyvale, California (“**Valley Water Property**”).
- C. Google is the owner of certain real property adjacent to and on both sides of the Valley Water Property, Assessor Parcel Nos. 110-25-040 and 110-35-031 (“**Google Property**”).
- D. On August 8, 2023, the Parties entered into an agreement for the Construction and Maintenance of the Moffett Park Green Link Bordeaux-Borregas Bridge Project (referred to herein as the “Google Channel Bridge Project” as defined below) (“**Construction Agreement**”). Pursuant to the Construction Agreement, the Parties agreed to the installation and construction of the Google Channel Bridge Project as defined below, including the installation of (i) the Google Trails (defined in Recital I); (ii) a new bridge crossing the West Channel on Valley Water Property (“**Channel Bridge**”), including associated headwalls (“**Channel Bridge Headwalls**”); (iii) a new raised floodwall on the west bank of the West Channel between the Channel Bridge and the existing floodwall constructed as part of the Moffett Place Development Channel Improvement Project (“**West Bank Floodwall**”) and a new raised floodwall on the east bank of the West Channel between the Channel Bridge and the existing floodwall constructed as part of the Moffett Place Development Channel Improvement Project (“**East Bank Floodwall**”) (collectively, “**West Bank and East Bank Floodwalls**”); (iv) in-situ walls to negate the need for in-channel work; (v) native plantings and an associated irrigation system adjacent to the Channel Bridge; and (vi) other appurtenant improvements (collectively, “**Google Channel Bridge Project**”).
- E. As provided in the Construction Agreement, and as depicted on the Operation and Maintenance Responsibility Diagram attached as Exhibit C to the Construction Agreement, the West Bank and East Bank Floodwalls include three structural components: (i) Channel Bridge abutments, which will support the Channel Bridge and will function as flood walls (“**Bridge Abutments**”); (ii) wingwalls, which will be attached to the Bridge Abutments,

will also support the Channel Bridge and will function as floodwalls (“**Wingwalls**”); and (iii) floodwalls that will extend from the Wingwalls (“**Valley Water Floodwalls**”).

- F. The Channel Bridge, Channel Bridge Headwalls, Bridge Abutments and Wingwalls are referred to collectively in the Construction Agreement and herein as the “**Google Bridge Structures**”.
- G. The Construction Agreement provides that Valley Water will operate and maintain the Valley Water Floodwalls upon Valley Water Acceptance (defined below) of the Valley Water Floodwalls pursuant to the Operation and Maintenance Agreement (“**O&M Agreement**”) separately entered into by the Parties on August 8, 2023.
- H. The Construction Agreement provides that, following construction of the Google Channel Bridge Project, Google will maintain ownership of and maintenance responsibilities for the Google Bridge Structures (defined to exclude the Valley Water Floodwalls) and Google Trails (defined below) pursuant to the O&M Agreement.
- I. The Construction Agreement defines “**Google Trails**” as new publicly accessible multi-use trails for use by pedestrians and bicyclists (i) on both sides of and perpendicular to the West Channel, including associated stairs, ramps and retaining walls, which will connect to the Channel Bridge and existing Green Link pathways and (ii) on the top of the west bank of the West Channel in the same general location as the top-of-levee trail proposed as part of the Valley Water Project (“**West Bank Levee Trail**”), which will connect to the Channel Bridge and the asphalt pathway at the Google Moffett Place Campus. The West Bank Levee Trail may be used by Valley Water and Google maintenance vehicles.
- J. The Construction Agreement provides that once the Google Channel Bridge Project has been completed to the satisfaction of both Parties, the Parties shall document Google’s dedication, conveyance, and transfer of the Valley Water Floodwalls to Valley Water as evidenced by the Parties’ written acknowledgment noting project completion (“**Valley Water Acceptance**”). The Parties’ written acknowledgement of completion of the Google Channel Bridge Project is referred to herein as the “**Project Completion Documentation**.” Google’s dedication, conveyance, and transfer of the Valley Water Floodwalls to Valley Water is referred to herein as “**Google’s Conveyance of the Valley Water Floodwalls**.”
- K. As required by the Construction Agreement, on April 2, 2025, a “Notice of Project Completion” for the Google Project was recorded with the County Recorder for the County of Santa Clara against the Google Property as Instrument No. 25786156 of Official Records.
- L. The Construction Agreement provides that Valley Water Acceptance of the Valley Water Floodwalls shall be contingent upon (i) Google providing Valley Water with FEMA requested documentation to certify the Valley Water Floodwalls and Google Bridge Structures requirement for FEMA flood certification as providing 100-year riverine flood protection (referred to herein as “**FEMA Documentation**”) and (ii) after completion of construction, Valley Water inspection of the Valley Water Floodwalls and Google Bridge Structures required for flood certification (“**Valley Water Inspection**”).

- M. Google provided the initially required FEMA Documentation to Valley Water on November 22, 2024 for the purposes of obtaining a Conditional Letter of Map Revision (“**CLOMR**”) (“**Additional Condition Precedent**”).
- N. Google and Valley Water believe that Google has provided all of the necessary FEMA Documentation. However, if FEMA requires subsequent documentation for the CLOMR, which must be issued prior to construction of the Valley Water Project, or Letter of Map Revision (“**LOMR**”) upon completion of the Valley Water Project, Google shall provide such documentation as provided in Section 4.5.4¹ of the Construction Agreement, which the Parties hereby expressly recognize survives termination of the Construction Agreement.
- O. The Construction Agreement requires Google to represent and warrant that the Valley Water Floodwalls and Google Bridge Structures are free and clear of all mechanics liens, stop notices, security interests, or other encumbrances related to the work performed as described in the Construction Agreement as of Valley Water Acceptance. This requirement is referred to herein as the “**Google Representation Documentation**.”
- P. The Parties expressly recognize and agree that Sections 4.7 and 5.4 of the Construction Agreement also survive termination of the Construction Agreement. In particular, Section 5.4.2 provides that under specified circumstances, Valley Water has the right to require Google to remove the Channel Bridge and Channel Bridge Headwalls (“**Channel Bridge Removal**”), in which case Google will be responsible for installing Infill Walls (as defined in the Construction Agreement) required for FEMA flood certification and all associated approval costs. More specifically, Valley Water has reserved the right to require Channel Bridge Removal if Valley Water does not provide its prior written approval for a third-party assignment and neither Google nor a Google Affiliate (as defined in the Construction Agreement): (a) own the property on either side of the Channel Bridge or (b) maintain ownership, operations, or maintenance responsibilities for the Channel Bridge and Channel Bridge Headwalls. However, the Construction Agreement provides that notwithstanding the foregoing, if the City of Sunnyvale executes an agreement with Google or a Google Affiliate, as applicable, pursuant to which the City of Sunnyvale agrees to own, operate and maintain the Google Bridge Structures, Channel Bridge Removal shall not be required.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Google Representation Documentation. Google hereby represents and warrants that the Valley Water Floodwalls and Google Bridge Structure are free and clear of all mechanics

¹ The Construction Agreement inadvertently references FEMA documentation requirements under Section “4.5.1” rather than Section 4.5.4.

liens, stop notices, security interests, or other encumbrances related to the work performed as described in the Construction Agreement as of the Effective Date (defined below) of this Agreement. Google also represents and warrants that the Google Channel Bridge Project has, to the best of Google's knowledge, been completed in full conformance with the Construction Agreement. Thus, this Agreement serves as the Google Representation Documentation.

2. Project Completion Documentation. Based on the Valley Water Inspection of the Valley Water Floodwalls and Google Bridge Structures, the Parties agree that said components have been constructed and installed in compliance with the encroachment permit issued by Valley Water for the Google Channel Bridge Project and the approved construction documents in conformance with the Construction Agreement. The Parties further agree that the Google Channel Bridge Project has been completed to the satisfaction of both Parties pursuant to the Notice of Project Completion. Thus, this Agreement serves as the Project Completion Documentation.

3. Conditions Precedent. The Parties agree that the requirements for Valley Water Acceptance of the Valley Water Floodwalls have been met, including the Google Representation Documentation, the Project Completion Documentation, and the Additional Condition Precedent.

4. Google's Conveyance of Valley Water Floodwalls. Google hereby dedicates, conveys, and transfers the Valley Water Floodwalls to Valley Water as of the Effective Date (defined below) of this Agreement, subject to Valley Water's surviving rights under Sections 4.5.4, 4.7, and 5.4 of the Construction Agreement. This Agreement serves as documentation of Google's Conveyance of the Valley Water Floodwalls to Valley Water and Valley Water's acceptance of the Valley Water Floodwalls, subject to Sections 4.5.4, 4.7, and 5.4 of the Construction Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

6. Counterparts; Governing Law. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of California.

7. Effective Date. This Agreement shall be effective upon execution of this Agreement by both Parties ("**Effective Date**").

8. Amendments. Any changes to this Agreement must be in writing in the form of an amendment approved by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

GOOGLE

Google LLC,
a Delaware limited liability company.

By:  
4561CBF72507408...
Parham Khoshkbari
Director of Infrastructure

Dated: 4/9/2025 _____

VALLEY WATER

Santa Clara Valley Water District, a Special District
of the State of California

By: _____
Melanie Richardson, P.E.
Interim Chief Executive Officer

Dated: _____

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