

MOFFETT PARK GREEN LINK BORDEAUX-BORREGAS BRIDGE PROJECT: OPERATION AND MAINTENANCE AGREEMENT

THIS MOFFETT PARK GREEN LINK BORDEAUX-BORREGAS BRIDGE PROJECT: OPERATION AND MAINTENANCE AGREEMENT (this “**Agreement**”), is made as of _____, 2023, 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 each sometimes referred to herein as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS

- A. On September 9, 2014, Valley Water’s Board of Directors certified the Final Environmental Impact Report (SCH No. 2013012041) (the “**Valley Water EIR**”) and approved the Sunnyvale East and West Channels Flood Protection Project (“**Valley Water Project**”) as lead agency pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) (CEQA).
- B. The Valley Water Project is designed to protect certain areas within the City of Sunnyvale (“**City**”) against 100-year riverine flooding. As explained in the Valley Water EIR, the scope of the Valley Water Project includes vertical floodwalls to be constructed along existing maintenance roads, parallel to the channels, on either the inboard side (between the maintenance road and the channel) or outboard side (outside of the channel and the maintenance road), including the West Bank and East Bank Floodwalls proposed as part of the Google Project (defined below).
- C. Valley Water has considered the Valley Water EIR and the CEQA Determination (defined below) for the Google Project (defined below) prior to deciding whether or not to approve this Agreement.
- D. A portion of the Valley Water Project is located in the relevant part on the east and west banks of the Sunnyvale West Channel flood control channel (“**West Channel**”) adjacent to and across from 1212 Bordeaux Drive in the City (“**Valley Water Property**”), as depicted on **Exhibit A**, attached hereto.
- E. 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**”), also as depicted on **Exhibit A**.
- F. Google proposes to make certain improvements on Valley Water Property and Google Property, including the installation of (i) the Google Trails (defined below); (ii) a new bridge crossing the West Channel on Valley Water Property for use by pedestrians and bicyclists (“**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**”) for a span of approximately 430 feet 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**”) for a span of approximately 195 feet (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 Project**” or “**Google Project Improvements**”), in the general location shown (subject to refinement after geotechnical investigation and completion of all design/engineering plans) and as schematically depicted on “**Google Project Area and Google Project Improvements**”, attached hereto as **Exhibit B**.

- G. As depicted on the “**Operation and Maintenance Responsibility Diagram**” attached hereto as **Exhibit C**, 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**”). The Channel Bridge, Channel Bridge Headwalls, Bridge Abutments and Wingwalls are referred to collectively herein as the “**Google Bridge Structures**”.
- H. If removal of the Channel Bridge and Channel Bridge Headwalls is required under Section 5.4.2 (Channel Bridge and Channel Bridge Headwalls) of the Construction Agreement (defined below), infill walls for FEMA flood certification will be added to the Bridge Abutments (“**Infill Walls**”), as depicted on Exhibit C.
- I. The Google Project is a component of Google’s Moffett Park Green Link project, which consists of a series of connected pathways intended for cycling and walking throughout the City (“**Green Link**”). The Google Trails and Channel Bridge will connect existing Green Link pathways on 1212 Bordeaux Drive and 1265 Borregas Avenue in the City.
- J. No work will take place below the top of either the east or west banks of the West Channel as part of the Google Project.
- K. On July 22, 1960, the Superior Court of the State of California in and for the County of Santa Clara issued a Final Order and Decree of Condemnation (Order No. 110939) filed with the County Recorder for the County of Santa Clara on July 25, 1960 in Book 4865 at pages 62-66 as Document No. 1850008, which was amended by the Order Amending and Correcting Final Order and Decree of Condemnation filed with the County Recorder for the County of Santa Clara on December 14,

1960 in Book 5013, at pages 690-692 as Document No. 1923044 (together, “**Court Order**”).

- L. Pursuant to the Court Order, Google has the right to install the Channel Bridge on Valley Water Property. As stated therein, Google has the “the right to build or install and maintain structures to cross over and/or under storm water drainage facilities to be constructed by [Valley Water] on and including the [Valley Water Property]; provided such crossings will be constructed in such a manner that there will be only minimum interference with the maintenance of [Valley Water’s] planned or constructed flood control and/or storm water drainage facilities and that such facilities will not be obstructed or endangered by any such crossings.” The Google Trails on Valley Water Property are necessary to access and travel across the Channel Bridge and are therefore also authorized under the Court Order.
- M. The West Bank and East Bank Floodwalls proposed as part of the Google Project are also original components of the proposed Valley Water Project, with modifications to the proposed alignment. Therefore, Valley Water intends to share with Google the cost of constructing the modified West Bank and East Bank Floodwalls in accordance with the terms and conditions set forth in this Agreement.
- N. The Valley Water Property is subject to a 2022 Joint Use Agreement between Valley Water and the City, which pertains to the West Channel and the East Channel and grants a license to the City to construct, operate, maintain, repair, replace, and remove improvements along the West Channel including, but not limited to, asphalt concrete surfaced pedestrian and bicycle trails, pedestrian bridges, fencing, and fixtures (trash receptacles, benches etc.) for recreational purposes including non-motorized bicycling, walking, jogging and hiking activities.
- O. The 2022 Joint Use Agreement will be amended pursuant to a new 2023 Joint Use Agreement between Valley Water and the City, which was approved by the City Council on May 16, 2023 and is expected to be approved by the Valley Water Board concurrent with this Agreement. Among other things, the 2023 Joint Use Agreement will modify the conditions precedent under Section 2 of the 2022 Joint Use Agreement to allow for implementation of the rights and obligations of the parties therein to be triggered upon issuance by Valley Water of a permit for construction of improvements for the Google Project.
- P. The City and Google will separately enter into a Voluntary Improvement, Operation and Maintenance Agreement for certain Improvements (defined therein) proposed as part of the Google Project, which applies to the portion of the Valley Water Property that is subject to the 2023 Joint Use Agreement and authorizes Google to construct the Channel Bridge and Google Trails (defined below) and, among other things, requires Google to perform the City’s related maintenance and operation obligations under the 2023 Joint Use Agreement.

- Q. On April 20, 2023, the City, as a responsible agency under CEQA, prepared an addendum to the Valley Water Project EIR, which describes design changes to the previously approved Valley Water Project, including design changes to be implemented by the Google Project, and analyzes the environmental effects that could result from the Valley Water Project changes (“**Addendum**”). As set forth in the Addendum, none of the conditions described in CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387) Section 15162(a) would occur as a result of the Valley Water Project changes, and therefore an addendum is the appropriate level of environmental review under CEQA to support approval of the Google Project pursuant to CEQA Guidelines Section 15164(a). Valley Water has considered the EIR and Addendum prior to deciding whether or not to approve this Agreement.
- R. On April 24, 2023, the City approved a Miscellaneous Plan Permit (MPP) with conditions of approval for the Google Project pursuant to City Planning Application No. 2022-7354, which, requires a public access easement on Google Property on the east side of the West Channel. City approval of a building permit will also be required.
- S. On _____, 2023, Google and Valley Water entered into an “Agreement for the Construction and Maintenance of the Moffett Park Green Link Bordeaux-Borregas Bridge Project” (“**Construction Agreement**”).
- T. Pursuant to the Construction Agreement, the Parties desire to specify the Party or Parties responsible for the operation and maintenance of the various improvements made by Google as part of the Google Project.
- U. Certain improvements, including the West Bank and East Bank Floodwalls, Channel Bridge, Channel Bridge Headwalls, and West Bank Levee Trail (defined below) proposed as part of the Google Project will be located on or across Valley Water Property.
- V. Upon Valley Water Acceptance of the Valley Water Floodwalls pursuant to Section 4.5 (Inspection and Acceptance of Valley Water Floodwalls and Inspection of Google Bridge Structures) of the Construction Agreement, Valley Water will operate and maintain the Valley Water Floodwalls constructed as part of the West Bank and East Bank Floodwalls pursuant to this Agreement and the Construction Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises and agreements, and subject to the terms, conditions and provisions hereinafter set forth, the Parties hereto agree as follows:

1. **Recitals.** The Recitals above are incorporated into this Agreement as set forth herein.

2. **Definitions.** In addition to the defined terms in the Recitals, the following defined terms shall apply for purposes of this Agreement.

2.1 The term “**Google Trails**” means 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.

2.2 The term “**Valley Water Work**” means Valley Water’s flood protection channel maintenance and any other Valley Water work not otherwise included herein, including but not limited to Valley Water’s (i) construction, reconstruction, inspection, operation, maintenance, improvement, and repair of the Valley Water Floodwalls and appurtenant structures, except as specified in Section 3.1.3 (Inspection of Google Bridge Structures) below); (ii) planting, trimming or removing trees or brush; (iii) removal of earth, rock, sand, gravel, or other materials; and (iv) if applicable, construction, maintenance, installation or management of any mitigation measures as may be required by regulatory agencies, including those related to Valley Water’s Stream Maintenance Program.

3. **Google’s Listed Maintenance Obligations.** Google shall operate and maintain the Google Bridge Structures and Google Trails, including associated stairs, ramps and retaining walls, for the life of the Google Project, except as specified under Section 4.3 below. Responsibility for the maintenance of the Google Bridge Structures is depicted on Exhibit C. Google shall also maintain native plantings planted outside of the channel and operate and maintain the irrigation system for all native plantings by Google on Valley Water Property for the life of the Google Project.

3.1 Inspection and Maintenance of Google Bridge Structures and Google Trails.

3.1.1 Inspection and Maintenance of Channel Bridge and Google Trails. Google shall regularly inspect, maintain, and repair the Channel Bridge and Google Trails according to reasonable and accepted industry standards applicable to bridges and trails.

3.1.2 Documentation for Google Bridge Structures. Pursuant to Section 3.15 (FEMA) of the Construction Agreement, Google is required to design, construct and provide all documentation related to materials, design and construction of the Google Bridge Structures necessary and required to obtain FEMA certification for 100-year riverine flood protection (“**FEMA Certification**”), including but not limited to the as-built drawings that must be provided to Valley Water after completion of construction of the Channel Bridge Headwalls pursuant to Section 3.10 of the Construction Agreement.

- 3.1.3 Inspection of Google Bridge Structures. Valley Water shall inspect the Google Bridge Structures for any apparent deficiencies related to FEMA Certification as part of its regular inspection of the Valley Water Floodwalls and as part of any inspection(s) after a flood event. Valley Water shall not be required to inspect the Channel Bridge for deficiencies not related to FEMA Certification. All non-FEMA Certification inspections of the Channel Bridge, including but not limited to structural adequacy for the design load, user safety, etc. shall remain the responsibility of Google. Google shall not install any non-removable or difficult-to-remove finishes on the Channel Bridge that will impact Valley Water's ability to inspect the Channel Bridge Headwalls. If Valley Water's licensed engineer determines that repairs or other maintenance is recommended or required to maintain FEMA Certification for any of the Google Bridge Structures, Valley Water shall notify Google in writing of its inspection results and any concerns regarding the condition of the Google Bridge Structures ("**Valley Water Inspection Report**") and shall provide a copy of the Valley Water Inspection Report to Google. The Valley Water Inspection Report may include, at Valley Water's sole discretion, its opinion of the condition of the Google Bridge Structures and any recommended or mandatory maintenance or repairs ("**Valley Water Repair Determination**").
- 3.2 Repair of Google Bridge Structures. Within ninety (90) calendar days of receipt of a Valley Water Inspection Report that requires repairs and/or a Valley Water Repair Determination ("**Required Repairs**"), Google shall hire the appropriate professional engineer to develop the repair design required to maintain the FEMA certification compliance of the applicable Google Bridge Structures. The Required Repairs shall thereafter commence within ninety (90) calendar days of completion of the repair design, subject to issuance of any required permits, and shall be diligently pursued to completion, subject to force majeure delay, as defined in Section 9.1 (Force Majeure) of the Construction Agreement. If Google fails to commence or diligently pursue said repair work, Valley Water reserves the right to perform and complete the Required Repairs. If Valley Water exercises this option to perform and complete the Required Repairs, Google shall be responsible for fully reimbursing Valley Water for any related repair work expenses pursuant to Section 3.3 below. If Valley Water performs the Required Repairs, Valley Water shall only be responsible for any damage to the Google Bridge Structures or other Claims that arise out of, pertain to, result from, or relate to the gross negligence or willful misconduct of Valley Water or its Other Parties, as that term is defined in Section 8 of this Agreement.
- 3.3 Valley Water Reimbursement. If, pursuant to Section 3.1.3 above, Valley Water submits a Valley Water Repair Determination to Google, (i) Valley Water shall furnish to Google an original invoice for all work performed and costs and expenses incurred for developing the Valley Water Repair Determination, and (ii) Google shall use commercially reasonable efforts to cause Valley Water to be paid within forty-five (45) calendar days of receipt of Valley Water's correct and undisputed

invoice. If, pursuant to Section 3.2 above, Valley Water performs the Required Repairs, (i) Valley Water shall furnish to Google an original invoice for all work performed and costs and expenses incurred, including but not limited to design, construction, permitting, CEQA compliance, etc. for the applicable Required Repairs and (ii) Google shall use commercially reasonable efforts to cause Valley Water to be paid within forty-five (45) calendar days of receipt of Valley Water's correct and undisputed invoice. Review and payment by Google of any invoice provided by Valley Water shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

4. Valley Water's Listed Maintenance Obligations.

- 4.1 As depicted on Exhibit C, Valley Water shall operate and maintain the Valley Water Floodwalls upon Valley Water Acceptance of the Valley Water Floodwalls pursuant to Section 4.5 (Inspection and Acceptance of Valley Water Floodwalls and Inspection of Google Bridge Structures) of the Construction Agreement.
- 4.2 Valley Water shall inspect the Google Bridge Structures as part of its regular inspection of the Valley Water Floodwalls and as part of any inspection(s) after a flood event, in accordance with Section 3.1.3 above.
- 4.3 If removal of the Channel Bridge and Channel Bridge Headwalls is required under Section 5.4.2 (Potential Removal of Channel Bridge and Channel Bridge Headwalls) of the Construction Agreement, Google will, at no cost to Valley Water, install the Infill Walls, as depicted on Exhibit C. Under that scenario, Valley Water shall operate and maintain the Bridge Abutments, Wingwalls, and Infill Walls upon Valley Water Acceptance of the Bridge Abutments, Wingwalls, and Infill Walls pursuant to Section 4.7 (Potential Acceptance of Bridge Abutments, Wingwalls, and Infill Walls) of the Construction Agreement.

- 5. **Reasonable Care Obligation.** In all instances, including but not limited to during Valley Water Maintenance Work, Valley Water shall use reasonable care to prevent damage to the Google Trails and Google Bridge Structures, but is not responsible for any costs related to any damage occurring to the Google Trails or Google Bridge Structures as a result of Valley Water's or any other entity's use of Valley Water's property, except to the extent arising out of the gross negligence or willful misconduct of Valley Water or its Other Parties (defined below). Google shall be responsible for any costs related to any damage occurring to the Valley Water Floodwalls and levees as a result of Google's or its Other Parties' use of Valley Water property.

6. Google's Obligation to Manage Public and Google Access

- 6.1 When notified by Valley Water of its need to perform activities in connection with the performance of any Valley Water Work on Valley Water Property that reasonably necessitates full or partial temporary closure of the West Bank Levee Trail or Channel Bridge on Valley Water Property, Google will be responsible for

implementing Access Measures (defined below) to control public access and reroute Google access, as applicable.

- 6.2 Valley Water shall provide any such notice to Google at least seventy-two (72) hours in advance in writing and/or by e-mail, including the reason for the restriction and anticipated duration, unless emergency circumstances do not allow for advance notice, in which case notice shall be given to Google as soon as possible (“**Notice of Valley Water Work**”).
- 6.3 Google will be responsible for restricting or otherwise managing public and Google access to the West Bank Levee Trail or Channel Bridge on Valley Water Property if and when Valley Water provides Notice of Valley Water Work, including any signage, detours, fencing and/or barriers required to reroute, manage or prevent, as applicable, pedestrian or vehicle access to the West Bank Levee Trail or Channel Bridge, for a reasonable duration (“**Access Measures**”). As part of its obligation to implement Access Measures, Google will ensure Valley Water’s continuous maintenance access at all times.
7. **Costs.** Each Party shall bear its own costs in fulfilling its maintenance obligations specified herein.
8. **Indemnification by Google.** Except to the extent arising out of the gross negligence or willful misconduct of Valley Water or its Other Parties (defined below), to the fullest extent permitted by law, Google shall indemnify, defend, and hold harmless Valley Water and its “**Other Parties**” (which, for the purposes of this Agreement, means the representatives, directors, officers, employees, volunteers, successors, and assigns of the relevant Party) from and against all demands, claims, damages, and losses, including but not limited to liabilities, obligations, costs (including but not limited to court costs, defense costs, interest, penalties and fines), reasonable expenses (including, but not limited to, associated investigation and administrative expenses, reasonable consultants’, experts’ and attorneys’ fees, and costs of any alternative dispute resolution), levies, imposts, assessments, demands, damages or judgments of any kind or nature, whether in law or in equity (including, without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) (collectively, “**Claims**”) that arise out of, pertain to, result from, or relate to Google and its Other Parties’ activities or performance or failure to perform under this Agreement. The provisions of this Section 10 shall survive the completion of the Google Maintenance Work and the termination of this Agreement.
9. **Indemnification by Valley Water.** Except to the extent arising out of the negligence or willful misconduct of Google or its Other Parties, to the fullest extent permitted by law, Valley Water shall indemnify, defend, and hold harmless Google and its Other Parties from and against any and all Claims that arise out of, pertain to, result from, or relate to the gross negligence or willful misconduct of Valley Water or its Other Parties in the performance of this Agreement. The provisions of this Section 9 shall survive completion of the Valley Water Maintenance Work and the termination of this Agreement.

10. **Breach of an Obligation.** There shall be a breach of an obligation under this Agreement if a Party fails to perform any of the maintenance obligations for which such Party is responsible as set forth above.
11. **Remedies from a Breach of Obligations.** If a Party breaches any obligation hereunder and such breach continues for thirty (30) calendar days after written notice from any nonbreaching Party (or, if such breach is not reasonably susceptible of cure within thirty (30) calendar days, then for such longer period of time as may be reasonably required to effectuate such cure, provided that the breaching Party commences such cure within said thirty (30) calendar day period and thereafter diligently prosecutes such cure to completion), and if such breach of an obligation presents a public health or safety concern, then the nonbreaching Party (following reasonable efforts to consult and coordinate with the breaching Party) may take appropriate steps to cure such breach, in which event the breaching Party shall reimburse the curing Party for all reasonable, actual costs and expenses incurred by the curing Party to effectuate such cure within forty-five (45) calendar days after receipt of an invoice therefor, together with reasonable supporting evidence of such costs and expenses.
12. **Notices**
- 12.1 Any communication, notice or demand of any kind whatsoever that any Party may be required or may desire to give to the other in connection with this Agreement shall be in writing, delivered by personal delivery by third party courier, or by similar overnight delivery service, or by registered or certified mail, postage prepaid. Any such notice shall be deemed delivered as follows: (i) if personally delivered, on the date of delivery to the address of the person to receive such notice; (ii) if sent by overnight delivery service or other similar courier service, the date of delivery to the address of the person to receive such notice; (iii) if mailed, two (2) calendar days after depositing same in the U.S. Postal Service. Any notice required or given under this Agreement shall be addressed as follows, provided that any Party may change its address for notice by written notice given to the other at least five (5) calendar days before the effective date of such change in the manner provided in this Section 12.1.

To Valley Water:

Santa Clara Valley Water District
Attn: Watersheds Operations and Maintenance
Engineering Support Unit
5750 Almaden Expressway
San Jose, CA 95118

With a copy to:

Santa Clara Valley Water District
Attn: Community Projects Review Unit
5750 Almaden Expressway
San Jose, CA 95118

To Google: Google LLC
1600 Amphitheatre Parkway
Mountain View, CA 94043
Attn: REWS Dept./Lease Administration

With a copy to: Google LLC
1600 Amphitheatre Parkway
Mountain View, CA 94043
Attn: Google LLC: Legal Department/RE Matters

- 12.2 Any e-mail notice authorized, required, or given to Google for convenience purposes only under this Agreement shall be addressed to parhamk@google.com, provided that Google may change its e-mail address(es) for notice by written notice given to Valley Water at least five (5) calendar days before the effective date of such change in the manner provided in Section 12.1.
13. **Successors and Assigns.** Google may not assign this Agreement without prior written consent of Valley Water, except that prior written consent of Valley Water shall not be required for an assignment to a Google Affiliate, which means any entity that, directly or indirectly, controls Google, is under common control with Google, or is wholly owned or controlled by Google.
14. **Effective Date and Term.** The effective date of this Agreement is the effective date of the Construction Agreement. This Agreement shall remain in full force and effect for the life of the Google Project, unless terminated earlier by the mutual written agreement of the Parties.
- 14.1 **Automatic Termination.** If the Channel Bridge is removed pursuant to Section 5.4.2 (Potential Removal of Channel Bridge and Channel Bridge Headwalls) of the Construction Agreement, this Agreement shall terminate immediately upon Valley Water Acceptance of the Bridge Abutments, Wingwalls, and Infill Walls pursuant to Section 4.7 (Potential Acceptance of Bridge Abutments, Wingwalls, and Infill Walls) of the Construction Agreement. If ownership of the Google Bridge Structures is transferred to the City pursuant to Section 5.4.2 of the Construction Agreement, this Agreement shall also terminate immediately upon City execution of an agreement with Google or a Google Affiliate, as applicable, pursuant to which the City agrees to own, operate and maintain the Google Bridge Structures in accordance with the 2023 Joint Use Agreement and any amendments thereto.
15. **Amendment or Modification.** This Agreement may not be modified or amended except by written agreement executed by the Parties.
16. **Interpretation; Headings.** In the event of a dispute between the Parties hereto over the meaning of this Agreement, both Parties shall be deemed to have been the drafter hereof, and any applicable law that states that contracts are construed against the drafter shall not apply. The headings in this Agreement are inserted for convenience purposes only and shall not affect the interpretation of this Agreement.

17. **No Third-Party Beneficiaries.** This Agreement is entered into only for the benefit of the Parties executing this Agreement and not for the benefit of any other individual, entity, or person.
18. **Counterparts.** 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.
19. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California without giving effect to any conflict of law provisions thereof. The federal and state courts within the County of Santa Clara, California shall be the exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement. Each Party expressly consents to the personal jurisdiction of and venue in such courts.
20. **Compliance With Law and Recorded Documents.** Both Valley Water and Google, in exercising their respective rights and obligations under this Agreement, shall (i) comply with any and all laws, ordinances, rules, and regulations applicable to such activity and (ii) not engage in any activities that would violate any recorded document.
21. **Entire Agreement.** This Agreement, together with the **Exhibits A** through **C** attached hereto, constitute the entire agreement between the Parties and supersedes all prior written or oral understandings.
22. **Exhibits.** The following listed Exhibits referred to herein are incorporated in this Agreement as though set forth in full:

Exhibit A – Valley Water Property and Google Property

Exhibit B – Google Project Area and Google Project Improvements

Exhibit C – Operation and Maintenance Responsibility Diagram

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed the Agreement the day and year set forth below, when fully executed.

Google:

GOOGLE LLC, a Delaware limited liability company

DocuSigned by:
PARHAM KHOSHKBARI
4561CBF72507408...
By: _____
Parham Khoshkbari
Director of Infrastructure

Date: 6/11/2023

Valley Water:

SANTA CLARA VALLEY WATER DISTRICT, a special district

By: _____ Date: _____
John L. Varela
Chair, Board of Directors

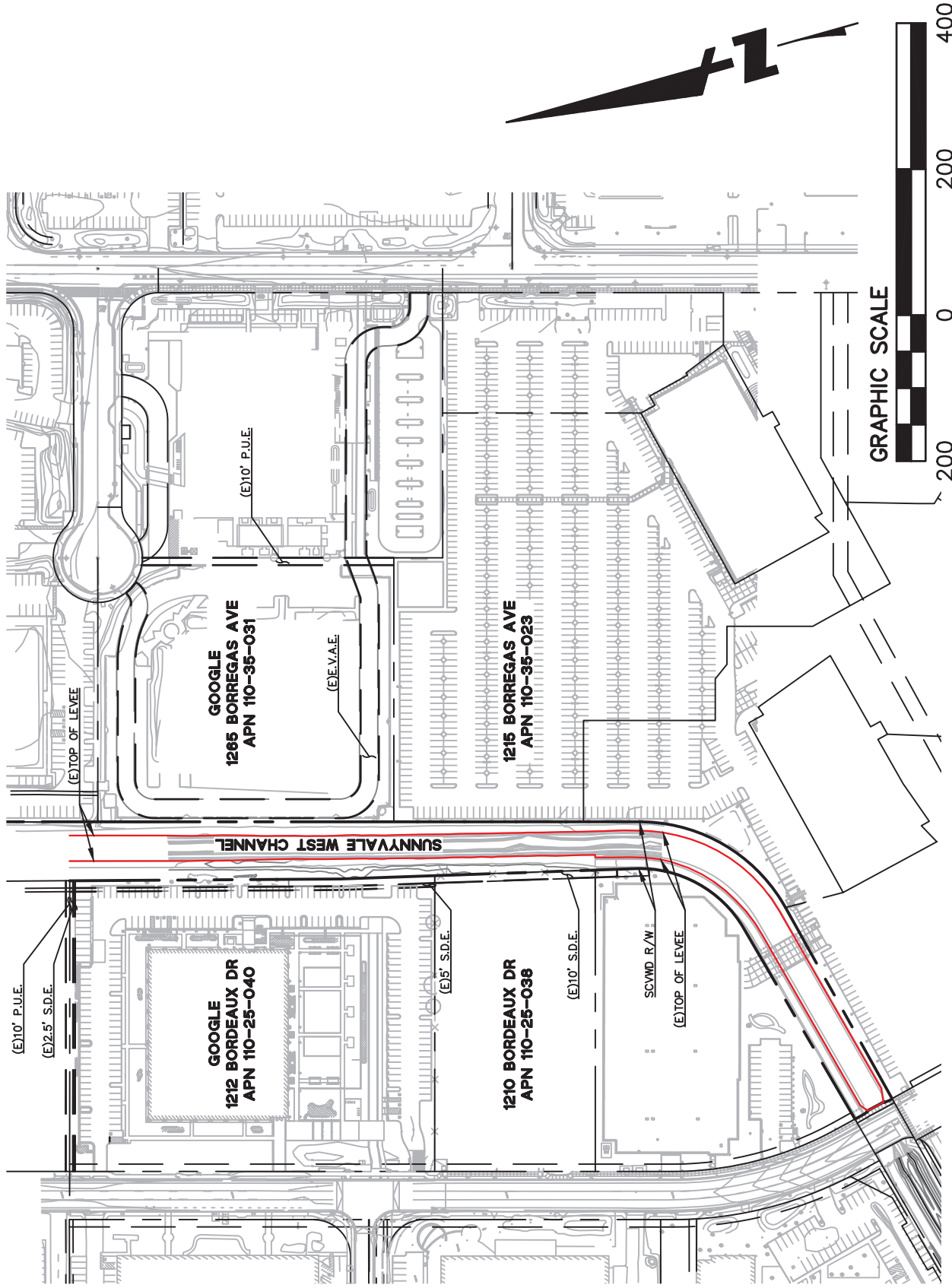
ATTEST:

By: _____ Date: _____
Michele L. King, CMC
Clerk, Board of Directors

EXHIBIT A

Valley Water and Google Property





BKF ENGINEERS
255 SHORELINE DRIVE
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

VALLEY WATER PROPERTY AND GOOGLE PROPERTY MOFFETT PARK GREEN LINK - BORDEAUX/BORREGAS BRIDGE SUNNYVALE, CA

Drawn CP
Job No. 20180099-10

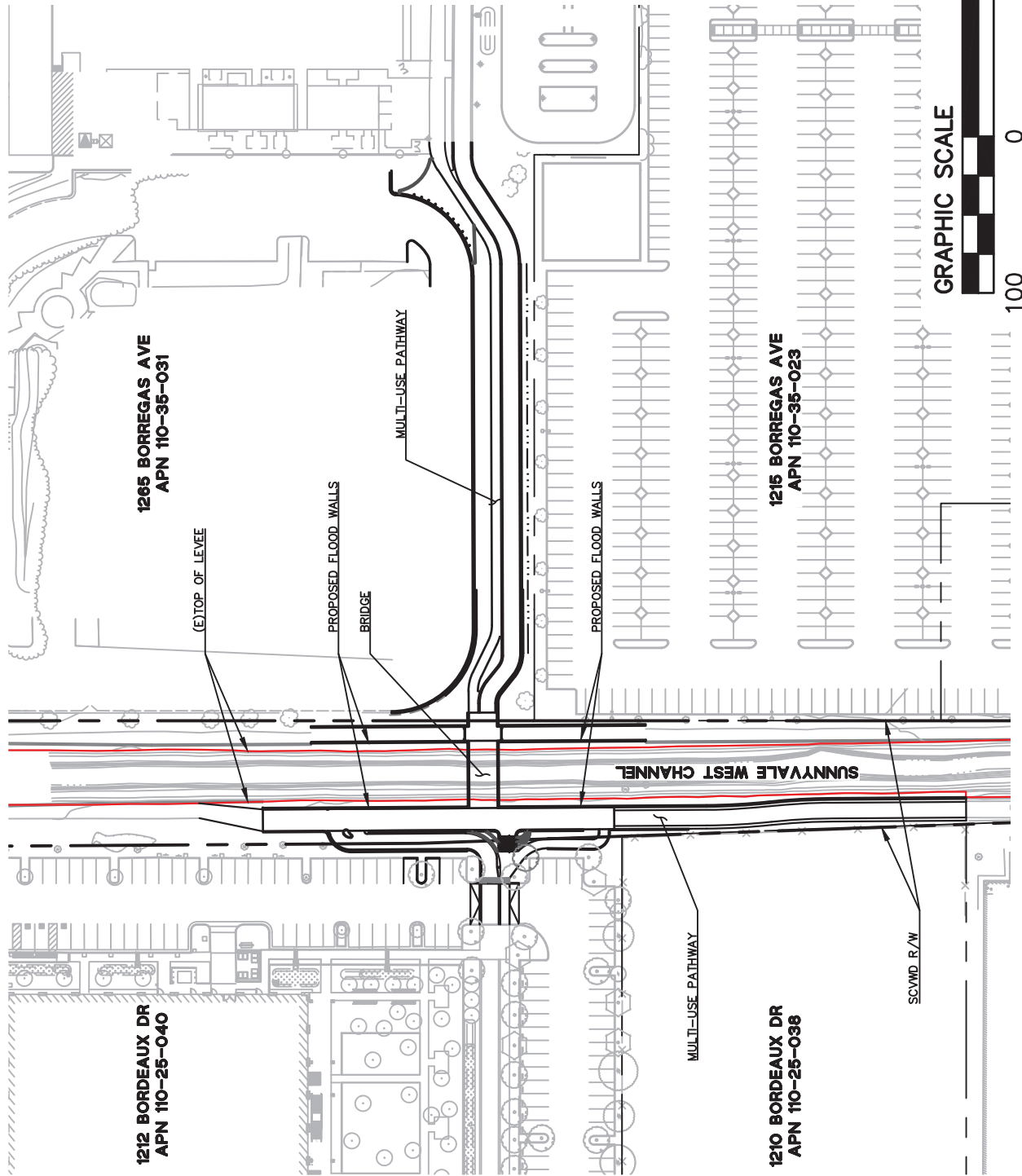
Checked JY
Date MARCH 16, 2023

Approved JD
Sheet EXHIBIT A



EXHIBIT B

Google Project Area and Google Project Improvements



BKF
BKF ENGINEERS
255 SHORELINE DRIVE
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

PROJECT AREA IMPROVEMENTS MOFFETT PARK GREEN LINK - BORDEAUX/BORREGAS BRIDGE SUNNYVALE, CA

Drawn CP
Job No. 20180099-10

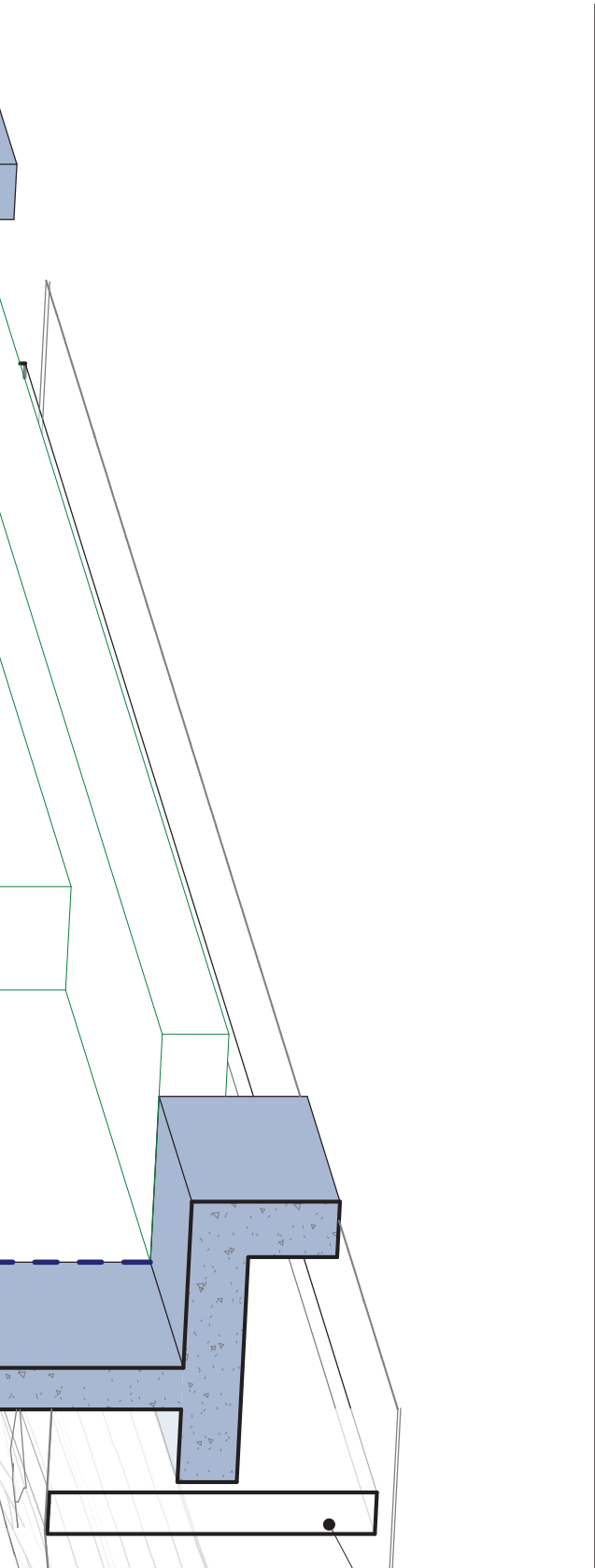
Checked JY
Date MARCH 16, 2023

Approved JD
Sheet EXHIBIT B



EXHIBIT C

Operation and Maintenance Responsibility Diagram



WINGWALL (FLOOD WALL)

VALLEY WATER FLOODWALL

BRIDGE ABUTMENT (FLOODWALL)

INFILL WALL (FLOODWALL)

FDWALL

WATERSTOP

CFG