

LICENSE AGREEMENT TO USE TEMPORARY SPACES

THIS LICENSE AGREEMENT TO USE TEMPORARY SPACES (this “**Agreement**”) is made and entered into effective as of November 22, 2022 (the “**Effective Date**”) between GOOGLE LLC, a Delaware limited liability company (“**Google**”) and the Santa Clara Valley Water District, a special district of the State of California (“**Valley Water**”). Google and Valley Water are sometimes individually referred to as “**Party**” and collectively referred to as “**Parties**.” In their capacity as the recipient of a License granted herein, Google and Valley Water are each sometimes individually referred to as “**Licensee**” and collectively referred to as “**Licensees**”. In their capacity as the grantor of a License granted herein, Google and Valley Water are each sometimes individually referred to as “**Grantor**” and collectively referred to as “**Grantors**”.

(a) **BASIC TERMS.** The following terms shall have the following meanings throughout this Agreement:

1. **Property:** Certain real property and improvements thereon located at 900 Alta Ave. Mountain View, California on the east side of Permanente Creek (the “**Alta Property**”) and certain real property and improvements thereon located at 2001 Landings Drive Mountain View, California on the west side of Permanente Creek (the “**Landings Property**”), and collectively referred to as the “**Google Property**”. The land upon which Valley Water holds an easement on the east and west sides of Permanente Creek that runs between the Alta Property and the Landings Property, upon which Google wishes to perform certain maintenance, repair, and improvement work, is referred to here as “**Valley Water Easement Area**”.

2. **Temporary Space:** Those portions of the Google Property as shown on **Exhibit A** attached hereto and made part hereof, that Valley Water wishes to use (the “**Valley Water Temporary Space**”). In addition, those portions of the Valley Water Easement Area, as shown on **Exhibit B** attached hereto and made part hereof, that Google wishes to use (the “**Google Temporary Space**”). The Valley Water Temporary Space and the Google Temporary Space are collectively referred to as the “**Temporary Spaces**.”

3. **Term:** The term of this License (“**Term**”) shall commence on December 5, 2022 (the “**Commencement Date**”), and expire on December 31, 2025, unless sooner terminated pursuant to the terms of this License.

4. **Type of Activities and Purposes:** Valley Water and its contractors and subcontractors shall be permitted to use the Valley Water Temporary Space as follows: to enter upon and access the Valley Water Temporary Space solely to stage and store construction equipment and materials as further described and shown in **Exhibit C**, attached hereto and made part hereof (the “**Valley Water Permitted Uses**”). Valley Water shall only be permitted to conduct the Valley Water Permitted Uses within the Valley Water Temporary Space. In addition to all rights and uses Google has reserved to itself as fee owner of the property underlying the

Valley Water Easement Area, Google and its contractors and subcontractors shall be permitted to use the Google Temporary Space as follows: to enter upon and access the Google Temporary Space to install a temporary transformer, power pole, and related temporary infrastructure necessary for construction on the Landings Property, and all activities and uses incidental thereto, as further described and shown in **Exhibit D**, attached hereto and made part hereof (“**Google Permitted Uses**”). Google shall only be permitted to conduct the Google Permitted Uses within the Google Temporary Space, upon receipt of a Valley Water encroachment permit. The Valley Water Permitted Uses and the Google Permitted Uses are collectively referred to as the “**Permitted Uses**.”

5. **No Easement:** This Agreement shall not be construed by either Party as a grant of easement or any other real property interest in the Google Property or the Valley Water Easement Area, as applicable.

(b) **LICENSES.**

1. Google hereby grants to Valley Water a non-transferable, temporary, exclusive, irrevocable license (the “**Valley Water License**”) to use the Valley Water Temporary Space for the Valley Water Permitted Uses during the Term set forth above, unless terminated sooner in accordance herewith, subject to the terms and conditions hereof. Valley Water hereby acknowledges and agrees that Google and its agents, consultants, employees and contractors/subcontractors, and each of their respective agents, consultants, employees and contractors/subcontractors (collectively, “**Google Agents**”) shall have access to and use of the Valley Water Temporary Space for any inspection, monitoring, safety or other similar purpose deemed necessary or desirable by Google. Prior to accessing the Valley Water Temporary Space, Google Agents shall provide Valley Water with no less than 2 (two) days’ written notice of Google Agents’ intent to access the Valley Water Temporary Space. Google’s access to and use of the Valley Water Temporary Space must not impede, interfere with, prevent or disrupt Valley Water Agents’ (defined below) activities or cause a delay in Valley Water Agents’ work so long as work is consistent with Valley Water Permitted Uses. In the event of an urgent matter or emergency that requires immediate action, Google Agents shall not be required to provide Valley Water with notice prior to accessing the Valley Water Temporary Space. Notwithstanding anything to the contrary contained herein, Valley Water shall at all times comply with all applicable laws, codes, ordinances, rules, regulations and other governmental and municipal requirements in connection with Valley Water’s use of the Valley Water Temporary Space. Valley Water accepts the Valley Water Temporary Space in its “as is,” “with all faults,” “without any warranties or representations” condition. Valley Water further covenants and agrees that Valley Water shall not use, or suffer or permit any person or persons to use, the Valley Water Temporary Space or any part thereof for any use or purpose contrary to the provisions of the Rules and Regulations set forth in **Exhibit E**, attached hereto and made a part hereof (the “**Rules**”), or in violation of the laws of the United

States of America, the State of California, the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Property) including, without limitation, any such laws, ordinances, regulations or requirements relating to hazardous materials or substances, as those terms are defined by applicable laws now or hereafter in effect. A violation of the Rules by Valley Water shall be deemed a default under this Agreement.

2. Valley Water hereby grants to Google a non-transferable, temporary, non-exclusive, irrevocable license (the “**Google License**”) to use the Google Temporary Space for the Google Permitted Uses during the Term set forth above, unless terminated sooner in accordance herewith, subject to the terms and conditions hereof. Google hereby acknowledges and agrees that Valley Water and its agents, consultants, employees and contractors/subcontractors, and each of their respective agents, consultants, employees and contractors/subcontractors (collectively, “**Valley Water Agents**”) shall have continued access to and use of the Google Temporary Space for any inspection, monitoring, safety or other similar purpose deemed necessary or desirable by Valley Water. Notwithstanding anything to the contrary contained herein, Google shall at all times comply with all applicable laws, codes, ordinances, rules, regulations and other governmental and municipal requirements in connection with Google’s use of the Google Temporary Space. Google accepts the Google Temporary Space in its "as is," "with all faults," "without any warranties or representations" condition. Google further covenants and agrees that Google shall not use, or suffer or permit any person or persons to use, the Google Temporary Space or any part thereof for any use or purpose contrary to the provisions of the Rules and Regulations set forth in **Exhibit E**, attached hereto and made a part hereof (the “**Rules**”), or in violation of the laws of the United States of America, the State of California, the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Property) including, without limitation, any such laws, ordinances, regulations or requirements relating to hazardous materials or substances, as those terms are defined by applicable laws now or hereafter in effect. A violation of the Rules by Google shall be deemed a default under this Agreement. The Valley Water Temporary Space and the Google Temporary Space, as applicable based on which property is being used by a given Licensee, shall be referred to as the “Applicable Property” herein.

3. The Valley Water License and the Google License shall be referred to as the “**Licenses**” herein.

(c) **RIGHTS AND RESPONSIBILITIES OF PARTIES AND CONDITIONS OF ENTRY.** The foregoing rights and restrictions are granted by the Parties for the benefit of each respective Party, which rights and restrictions shall be expressly subject to the following:

1. Notwithstanding the foregoing, in conducting the Permitted Uses, the Licensees shall not unreasonably interfere with or prevent any ongoing or planned activities on, nor

unreasonably interfere with or prevent the use and enjoyment of the areas outside of the Applicable Property, on the Valley Water Easement Area or the Google Property , as applicable based on which property is being used by a given Licensee, by Grantors or any of their respective employees, tenants, contractors, agents, consultants, customers, clients, patrons, invitees or guests (“**Agents**”) or the business operations of the Grantors or their Agents. The Licensee shall use paths of travel that minimize disruption of Grantors’ activities and use and enjoyment of the areas outside of the Applicable Property. **Before commencing any Permitted Uses, the Licensee performing any Permitted Use shall give the Grantor no less than five (5) business days' advance written notice of the Licensee’s intent to perform the Permitted Use. Such notice shall set forth the exact date and approximate time when the Permitted Uses are proposed to commence.** The Grantor receiving notice shall notify the Licensee performing any Permitted Uses within two (2) business days of receipt of said notice as to whether the proposed date and time to commence the Permitted Uses are acceptable. In the event the proposed date and time are unacceptable, the Parties agree to cooperate in scheduling a substitute date and time.

2. If any Permitted Uses as described in Section (a)(4) performed by the Licensees on or at the Applicable Property results in any damage to the Applicable Property, Licensee will make necessary repairs to restore Applicable Property to its preexisting condition immediately prior to the commencement of this Agreement.

3. The Permitted Uses shall be performed in compliance with all applicable laws, codes, rules, regulations, ordinances, other governmental and municipal requirements, permits and guidelines, in connection with use of the Temporary Spaces. The Permitted Uses shall be performed in a reasonably prompt manner. All such Permitted Uses shall also be conducted in accordance with good and safe business practices. Neither Licensee shall suffer or permit to be enforced against the Applicable Property any mechanic's, materialman's, contractor's or subcontractor's liens, stop notices, or any claim for damage arising from the Permitted Uses and shall pay any and all such liens before any action is brought to enforce such liens. Either Licensee may, but shall not be obligated to, post a Notice of Non-responsibility prior to the commencement of the Permitted Uses.

4. All costs and expenses incurred or to be incurred in the performance of the Permitted Uses shall be the sole responsibility of Licensees.

5. The Parties agree that this Agreement shall not in any way entitle the Licensees to perform invasive work on the Applicable Property, to conduct any injection of materials into the Applicable Property or underlying groundwater or install upon any portion of the Applicable Property any remediation equipment, monitoring or extraction wells or systems of any type.

6. Licensees shall comply with, and Licensees’ rights and obligations under the Licenses and use of the Temporary Spaces shall be subject and subordinate to, all recorded

easements, covenants, conditions, and restrictions now or hereafter affecting the Temporary Spaces.

The provisions of Subsections (c)(2)-(6) above shall survive any termination of this Agreement.

(d) **TERMS AND CONDITIONS.** In consideration of the Licenses granted to the Licensees herein, each Licensee agrees to the following:

1. **Purpose.** Licensee shall have the License to use the Temporary Space only for the Permitted Uses and for no other purpose. In no event shall the Temporary Space be utilized for any other purpose by any other parties, or for longer than the Term set forth above.

2. **Insurance.** Licensee shall maintain in full force and effect during the Term the following insurance: (i) commercial general liability insurance with respect to injury, death and property damage or loss occurring at the Temporary Space or arising out of Licensee's use of the Temporary Space or otherwise arising out of any act or occurrence at the Temporary Space, in an amount of at least One Million and 0/100 Dollars (\$1,000,000) combined single limit, per occurrence; and (ii) "all risk" property insurance covering all personal property, dry goods, materials and equipment kept or maintained in the Temporary Space in an amount of full replacement cost (subject to reasonable deductible amounts) new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include coverage for damage or other loss caused by fire or other peril including, but not limited to, vandalism and malicious mischief, theft and explosion. The policies shall name Grantor as additional insured. In addition to the foregoing liability coverage, Licensee shall maintain worker's compensation insurance pursuant to all applicable state and local statutes and regulations; and employer's liability with a limit of One Million and 0/100 Dollars (\$1,000,000) each occurrence. On or prior to the date of this Agreement, Licensee shall furnish to Grantor a certificate of insurance evidencing that such insurance is in effect. Licensee hereby waive all subrogation rights of its insurance carriers in favor of Grantor and its partners, beneficiaries, trustees, officers, employees, and agents (the "**Grantor Parties**"). The minimum limits of policies of insurance required of Licensee under this Agreement shall in no event limit the liability of Licensee under this Agreement. All insurance shall be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Grantor. Licensee shall not do or permit to be done anything which invalidates the required insurance policies, and Licensee shall notify Grantor as soon as reasonably possible of (A) any cancelation of insurance policies required hereunder, and/or (B) any change that results in a material change in coverage terms or limits of insurance policies required hereunder. In addition, the liability insurance shall specifically cover the liability assumed by Licensee under this Agreement, shall be primary insurance as to all claims thereunder and provide that any insurance obtained by Grantor is excess and is non-contributing with any insurance requirement of Licensee

and contain a cross-liability endorsement or severability of interest clause acceptable to Grantor. Grantor Google hereby recognizes and acknowledges that Licensee Valley Water is self-insured, and agrees to accept a letter of self-insurance in lieu of some or all of the insurance requirements stated above.

3. **Waiver of Claims and Indemnity.** To the extent not prohibited by law, Licensee shall indemnify, defend and hold and save harmless Grantor and its officers, employees, and agents ("the Grantor Parties") from and against any and all liability, claims, damages, costs and expenses, including without limitation, attorneys' fees and costs and expert fees, resulting from or in connection with Licensee's use and occupancy of the Temporary Space or relating in any way to its License. Without limitation, all of Licensee's use of personal property which may at any time be at the Temporary Space shall be at Licensee's sole risk. Licensee's indemnification obligations hereunder shall survive the expiration or earlier termination of this Agreement. For the avoidance of doubt, this Section applies, as applicable, in both circumstances when Google is the Licensee and Valley Water is the Grantor and when Valley Water is the Licensee and Google is the Grantor.

4. **Hazardous Substances.**

(a) **In General.** Licensee shall not cause or permit any Hazardous Substances (as defined below) or materials, to be brought upon, produced, handled, transported, treated, stored, used, discharged, released or disposed of in or near the Temporary Space or Applicable Property without Grantor's prior written consent (which Grantor may give or withhold in its sole and absolute discretion). Any handling, transportation, storage, treatment, discharge, release, disposal or use of any Hazardous Substances in or about the Temporary Space or Applicable Property by Licensee, its agents, employees, contractors or invitees shall strictly comply with all applicable laws, ordinances, regulations and requirements, including, without limitation, environmental laws. Licensee shall be solely responsible for obtaining and complying with all permits necessary for the maintenance and operation of its business, including, without limitation, all permits governing the use, handling, storage, treatment, transport, discharge and disposal of Hazardous Substances to the extent, if any, permitted by Grantor. Licensee shall indemnify, defend and hold Grantor and the Grantor Parties harmless from and against any and all obligations, losses, claims, actions (including remedial and enforcement actions of any kind and administrative and judicial proceedings, suits, orders or judgments), causes of action, liabilities, penalties, damages, costs and expenses (including reasonable attorneys' and consultants' fees and expenses) (collectively, "**Claims**") which result from or arise out of the Licensee's use, handling, storage, treatment, transportation, discharge, release, or disposal of any Hazardous Substances, including preexisting Hazardous Substances on or about the Applicable Property or outside of the Applicable Property on the Valley Water Easement or Google Property, as applicable, by Licensee or any Licensee parties. Grantor shall indemnify, defend and hold Licensee Parties harmless from and against any and all Claims which result from or arise out of any preexisting Hazardous Substances on or about the Applicable Property or outside of the Applicable Property on the Valley Water Easement or Google Property, as applicable. "**Licensee Parties**" means Licensee or of any person claiming by,

through or under Licensee, or of the contractors, agents, servants, employees, invitees, guests or licensees of Licensee or any such person.

(b) **Definitions. "Hazardous Substances"** means (1) any substance or material that is included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "hazardous waste," or "solid waste" in any Environmental Laws; (2) petroleum or petroleum derivatives, including crude oil or any fraction thereof, all forms of natural gas, and petroleum products or by-products or waste; (3) polychlorinated biphenyls (PCB's); (4) asbestos and asbestos containing materials (whether friable or non-friable); (5) lead and lead based paint or other lead containing materials (whether friable or non-friable); (6) urea formaldehyde; (7) microbiological pollutants; (8) batteries or liquid solvents or similar chemicals; (9) radon gas; (10) mildew, fungus, mold, bacteria and/or other organic spore material, whether or not airborne, colonizing, amplifying or otherwise; and (11) any additional substance, material or waste (A) the presence of which on or about the Temporary Space (i) requires reporting, investigation or remediation under any Environmental Laws, (ii) causes or threatens to cause a nuisance on the Temporary Space or any adjacent area or property or poses or threatens to pose a hazard to the health or safety of persons on the Temporary Space or any adjacent area or property, or (iii) which, if it emanated or migrated from the Temporary Space, could constitute a trespass, or (B) which is now or is hereafter classified or considered to be hazardous or toxic under any Environmental Laws. **"Environmental Laws"** means all statutes, terms, conditions, limitations, restrictions, standards, prohibitions, obligations, schedules, plans and timetables that are contained in or promulgated pursuant to any federal, state or local laws (including rules, regulations, ordinances, codes, judgments, orders, decrees, permits, stipulations, injunctions, the common law, and court opinions), relating to pollution or the protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of Hazardous Substances into ambient air, surface water, ground water or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, including but not limited to the: Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), 42 U.S.C. 9601 et seq.; Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6901 et seq.; Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq.; Toxic Substances Control Act, 15 U.S.C. 2601 et seq.; Clean Air Act, 42 U.S.C. 7401 et seq.; and the Safe Drinking Water Act, 42 U.S.C. § 300f et seq. "Environmental Laws" shall include any statutory or common law that has developed or develops in the future regarding mold, fungus, microbiological pollutants, mildew, bacteria and/or other organic spore material. "Environmental Laws" shall not include laws relating to industrial hygiene or worker safety, except to the extent that such laws address asbestos and asbestos containing materials (whether friable or non-friable) or lead and lead based paint or other lead containing materials.

(c) **Survival.** Licensee's obligations under this Section 4 shall survive the expiration or earlier termination of this Agreement until all Claims within the scope of this Section 4 are fully, finally, and absolutely barred by the applicable statutes of limitations.

5. **Costs of Litigation.** Notwithstanding anything to the contrary contained herein, should any claim, action, or proceeding (including, for the avoidance of doubt, any appeals of a claim, action, or proceeding) be commenced between the parties hereto concerning any provision of this Agreement, or the rights or duties of any person or entity in relation thereto, each party shall bear its own fees and costs (including, without limitation, attorneys' fees, accounting fees, expert witness fees, consulting fees, court costs, and all other costs) to the extent incurred in prosecuting or defending such claim, action, or proceeding against the other party. Nothing in this Section shall be construed to limit a Party's obligation, as may be set forth elsewhere in this Agreement, to indemnify another from any fees or costs (including, without limitation, attorneys' fees, accounting fees, expert witness fees, consulting fees, court costs, and all other costs), except to the extent incurred by the indemnified party in an action brought against the indemnifying party to enforce such indemnification provisions under this Agreement.

6. **Relocation and Early Termination.** Grantor may immediately terminate and/or revoke the License granted herein upon a violation by Licensee of any provision hereof. However, prior to taking any such termination action, Grantor shall notify Licensee in writing of the violation and specify in detail the deficiencies and the actions to be taken by Licensee to cure the deficiencies. Upon notification of any deficiency, Licensee shall have thirty (30) days within which to correct, remedy or cure the deficiency. If the written notice states that the problem is urgent and relates to the public health and safety, then Licensee shall have a reasonable time not to exceed three (3) business days to rectify the problem. If Licensee fails to cure any such deficiencies following written notice and an opportunity to cure as provided for above, Grantor may immediately terminate and/or revoke the License granted herein. Upon any such termination or revocation, the License shall be immediately terminated and the License immediately and automatically revoked, and Licensee shall immediately vacate the Applicable Property and surrender the same to Grantor in as good condition and repair as it is in on the date of this Agreement.

7. **Removal of Property; Holding Over.** Upon the expiration or earlier termination of the License, or upon the relocation of the applicable Temporary Space as set forth herein, Licensee shall have removed all of its personal property from the applicable Temporary Space and shall leave the applicable Temporary Space in a clean condition and in as good or better condition than when Licensee took possession of the applicable Temporary Space. Licensee, at Licensee's sole cost and expense, shall repair all damage to the applicable Temporary Space caused by the removal of Licensee's personal property therefrom or otherwise caused by Licensee and/or any Licensee parties, or in connection with Licensee's use of the applicable Temporary Space. If Licensee fails to remove its personal property by the end of the Term, Grantor may dispose of said

property in such lawful manner as it shall determine in its sole and absolute discretion, and the cost of such disposal shall be reimbursed to Grantor within five (5) days of Grantor's demand.

8. **Assignment.** This License is personal to Licensee and its contractors and subcontractors. Licensee shall not assign, sublicense or in any other manner transfer or encumber its License or Licensee's rights hereunder, by operation of law or otherwise. Licensee acknowledges that Grantor has the right to assign its interest in this License to any person or entity with any interest in the applicable property or the Temporary Space, and Licensee agrees that in the event of any such assignment, Grantor shall automatically be released from all liability under this Agreement and Licensee agrees to look solely to such assignee for the performance of Grantor's obligations hereunder after the date of assignment. Grantor shall provide Licensee with notice and copy of assignment and assumption agreement, pursuant to Section 14, of any assignment, including the name and contact information of the assignee, within five (5) business days after the date of assignment of the License to said assignee.

9. **Inspection.** Grantor reserves the right to inspect the applicable Temporary Space at any time, and to enter the same for any other reasonable cause, including without limitation, the making of repairs to the Applicable Property.

10. **Operation.** Licensee shall only operate the applicable Temporary Space for the Permitted Uses during the Permitted Use Hours, as defined below, unless Grantor shall agree otherwise in writing. Licensee may not make any improvements, alterations, additions or changes to the applicable Temporary Space without first procuring the written consent of Grantor thereto. The "**Permitted Use Hours**" shall be from 7 am to 6 pm five days per week, Monday through Friday, and construction shall only be allowed on holidays and weekends if approved in writing by the City of Mountain View chief building official.

11. **Compliance with Laws.** Licensee shall (i) obtain prior to the beginning of the Term all necessary permits and licenses necessary or appropriate to the activities Licensee shall be carrying on at the applicable Temporary Space (including, without limitation, the Permitted Uses), (ii) continue during the Term to obtain all such necessary permits and licenses, and (iii) upon Grantor's request, provide copies of same to Grantor. Licensee shall at all times comply with all applicable laws, codes, ordinances, rules, regulations and other governmental and municipal requirements and/or recommendations, including, without limitation, any health and safety rules and regulations imposed and/or recommended by any governmental entity or agency, and/or any health and safety rules imposed by Grantor in its sole and absolute discretion in response to such governmental and/or municipal requirements and/or recommendations (e.g., wearing masks and/or implementing any other COVID-19-related safety measures) in connection with Licensee's use of the applicable Temporary Space.

12. **Security.** At all times, Licensee shall be responsible for the safety and security of all Licensee's members, employees, participants, and visitors at the Applicable Property. Licensee

hereby agrees that Grantor and the Grantor Parties shall not be liable for, and are hereby released from any responsibility for, any damage either to person or to property sustained by Licensee that is caused by third parties.. If Licensee elects to install remote cameras, or otherwise implement measures, then Licensee shall first obtain Grantor's prior written consent thereto. As a condition of granting such consent, Grantor may impose reasonable restrictions including insurance or bond requirements. No security officers (if any) may carry firearms.

13. **Rules.** Licensee shall comply with each of the Rules set forth in Exhibit E. Licensee shall also comply with any additional rules or modifications of the Rules that Grantor may promulgate from time to time after the date hereof. If there is any conflict between the terms and conditions set forth in the Rules (as the same may be amended and/or modified from time to time) and this License, this License shall control.

14. **Notices.** All notices, demands, statements, designations, approvals or other communications (collectively, "**Notices**") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (A) sent by United States certified or registered mail, postage prepaid, return receipt requested ("**Mail**"), (B) delivered by a nationally recognized overnight courier, or (C) delivered personally. Any Notice shall be sent, transmitted, or delivered, as the case may be, to Licensee at the appropriate address set forth below, or to such other place as Licensee may from time to time designate in a Notice to Grantor, or to Grantor at the addresses set forth below, or to such other places as Grantor may from time to time designate in a Notice to Licensee. Any Notice will be deemed given on the date of receipted delivery, of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no Notice was given:

Google: Google LLC
 1600 Amphitheatre Parkway
 Mountain View, CA 94043
 Attention: Lease Administration

and

Google LLC
1600 Amphitheatre Parkway
Mountain View, California 94043
Attention: Legal Department / RE Matters

Valley Water:

Santa Clara Valley Water District
5750 Almaden Expwy
San Jose, CA 95118
Attention: Design and Construction Unit 1

and

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

15. **Authority.** If Licensee is a corporation, trust or partnership, each individual executing this Agreement on behalf of Licensee hereby represents and warrants that Licensee is a duly formed and existing entity qualified to do business in California and that Licensee has full right and authority to execute and deliver this Agreement and that each person signing on behalf of Licensee is authorized to do so. Licensee shall, within ten (10) days after Grantor's request therefor, deliver to Grantor satisfactory evidence of such authority and, if a corporation, upon demand by Grantor, also deliver to Grantor satisfactory evidence of (i) good standing in Licensee's state of incorporation and (ii) qualification to do business in California.

16. **Brokers.** Grantor and Licensee hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Agreement, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Agreement. Each Party agrees to indemnify and defend the other Party against and hold the other Party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent occurring by, through, or under the indemnifying party.

17. **Miscellaneous.**

(a) Time is of the essence of this Agreement and each of its provisions.

(b) No waiver by Grantor or Licensee of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions and covenants herein contained. Forbearance by Grantor in enforcement of one of more of the remedies

herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

(c) This Agreement shall be construed and enforced in accordance with the laws of California, and venue shall be in the appropriate state or federal court that located within the jurisdiction that includes the County of Santa Clara.

(d) It is understood and agreed that there are no oral Licenses between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, Licenses and understandings, if any, between the parties hereto or displayed by Grantor to Licensee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement.

(e) If there is more than one entity which constitutes Licensee, the obligations imposed upon Licensee under this Agreement shall be joint and several.

(f) If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) It is expressly understood and agreed that the liability of Grantor and the Grantor Parties hereunder (including any successor owner hereunder) shall be limited solely and exclusively to the interest of Grantor in and to the Applicable Property.

(h) Submission of this instrument for examination or signature by Licensee does not constitute a reservation of, or option to enter into a license, and it shall not be effective as a license or otherwise until execution and delivery by both Grantor and Licensee.

(i) The Parties will comply with all applicable anti-bribery laws and confirm they will not make any facilitation payments (which are payments to induce officials to perform routine functions they are otherwise obligated to perform) to any Government officials (meaning any government employee; candidate for public office; employee of government-owned or government-controlled companies, public international organizations, and political parties).

(j) The Parties will comply with all applicable anti-human trafficking, forced labor, and modern slavery laws and rules. The Parties will take reasonable steps to ensure that no slavery, servitude, forced or compulsory labor, or human trafficking occurs in the provision of services under this Agreement.

(k) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

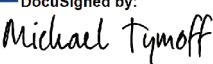
(1) None of the terms, covenants, conditions or provisions of this Agreement can be modified, deleted or added to except in writing signed by the Parties hereto.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GOOGLE:

GOOGLE LLC,
a Delaware limited liability company

DocuSigned by:

7D63A3E236D3457...
By: Michael Tymoff
Title: Director, District Development

VALLEY WATER:

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

Rick L. Callender, Esq.
Chief Executive Officer

EXHIBIT “A”

VALLEY WATER TEMPORARY SPACE

The image that follows is intended solely to identify the general location of the Valley Water Temporary Space, and should not be used for any other purpose. All areas, dimensions and locations (if any) are approximate, and any physical conditions indicated (if any) may not exist as shown.

Exhibit A
Google Property



EXHIBIT “B”

GOOGLE TEMPORARY SPACE

The image that follows is intended solely to identify the general location of the Google Temporary Space, and should not be used for any other purpose. All areas, dimensions and locations (if any) are approximate, and any physical conditions indicated (if any) may not exist as shown.

Exhibit B
Valley Water Easement Area

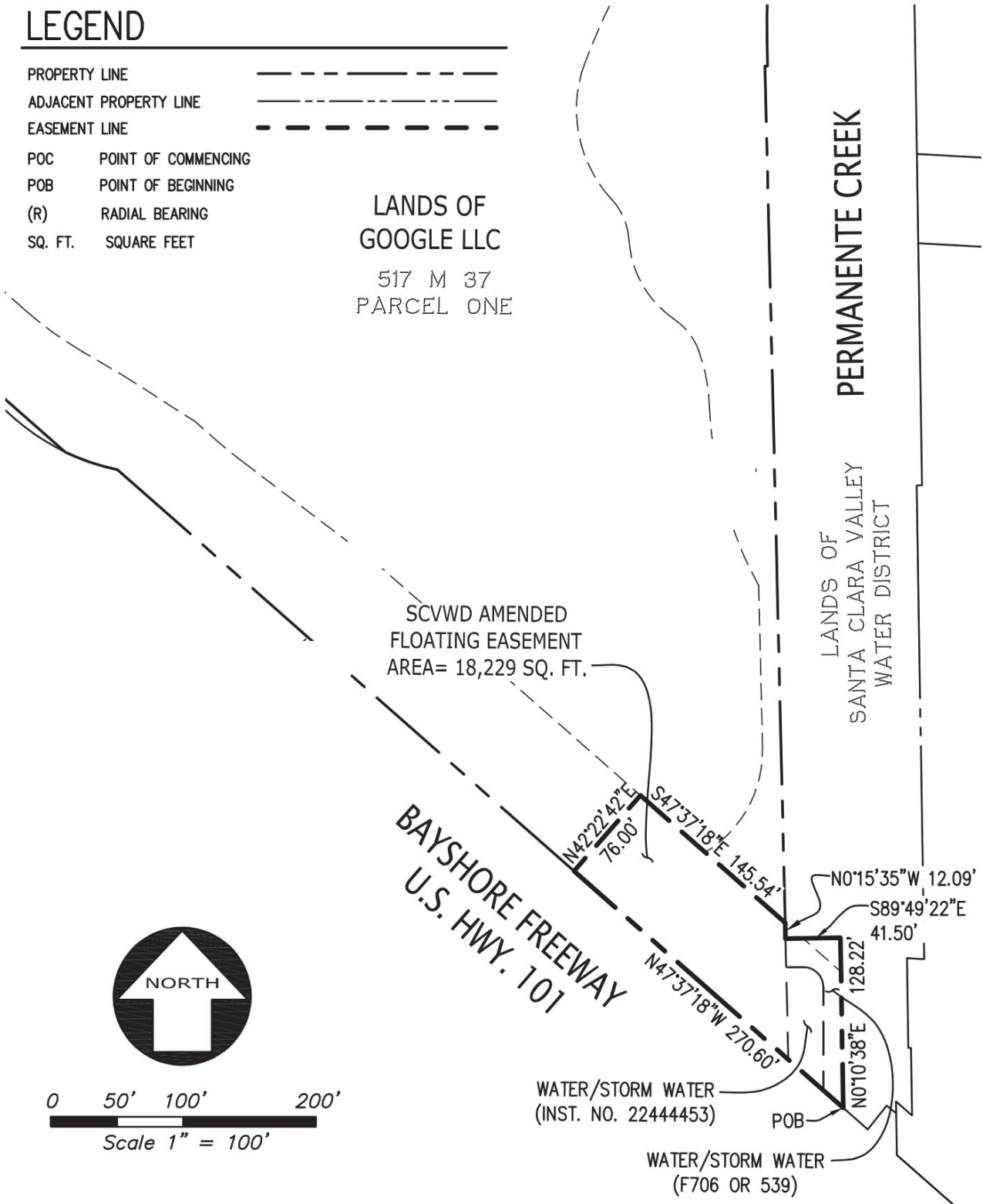
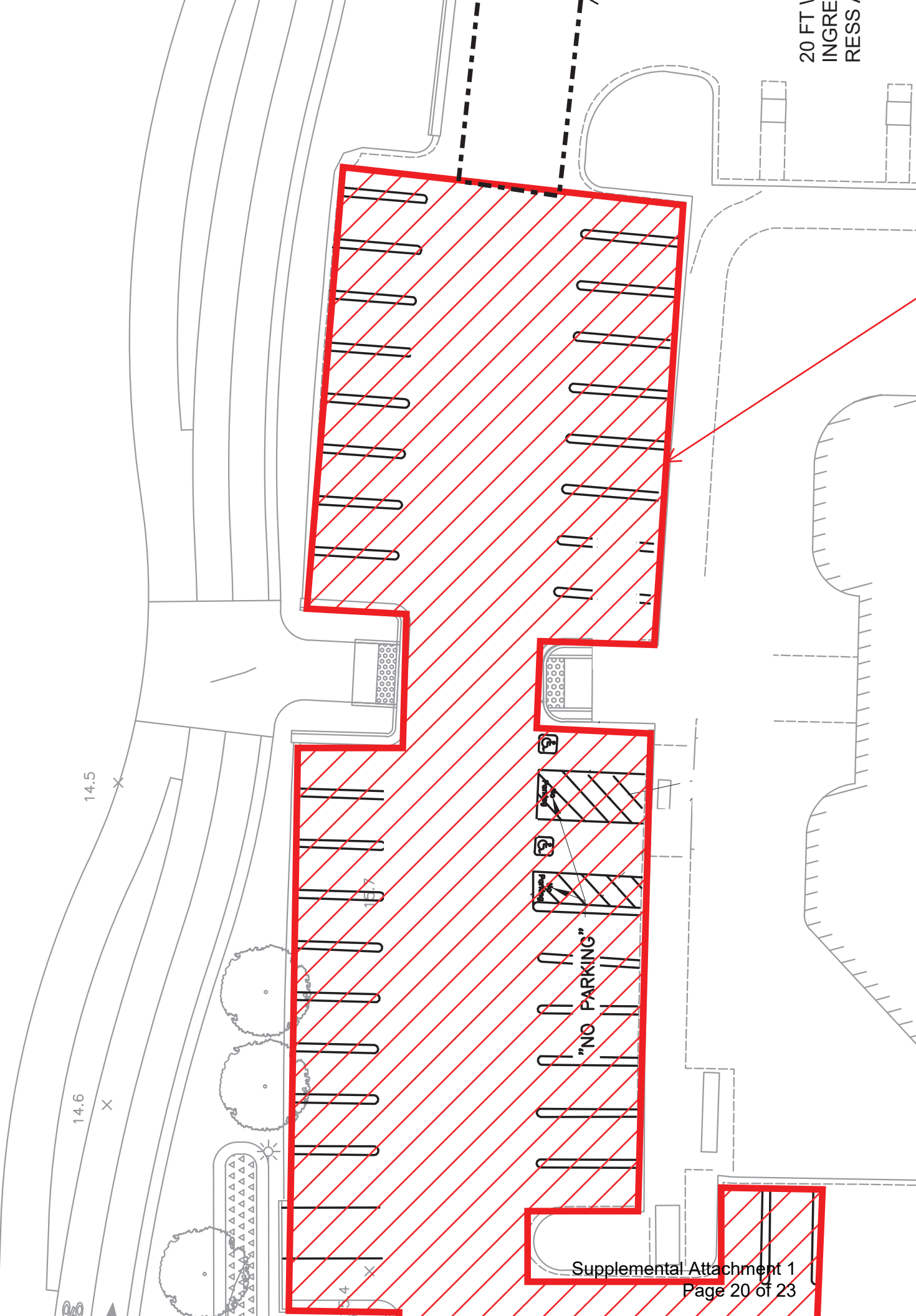


EXHIBIT “C”

VALLEY WATER WORK PLAN FOR PERMITTED USES

20 FT V
INGRE
RESS



14.5

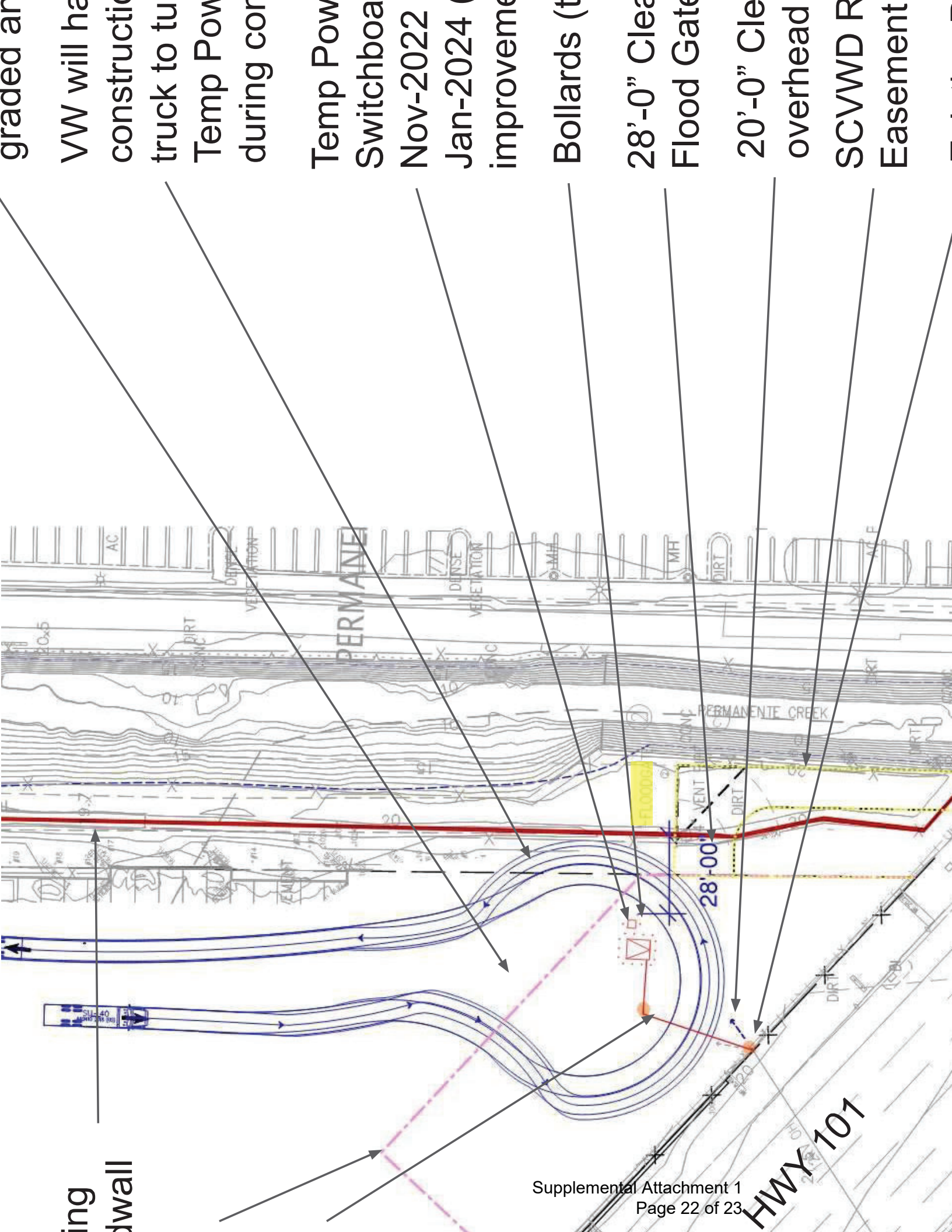
14.6

137

"NO PARKING"

EXHIBIT “D”

GOOGLE WORK PLAN FOR PERMITTED USES



grading and wall

VW will have construction truck to turn Temp Power during construction

Temp Power Switchboard Nov-2022 Jan-2024 improvements

Bollards (temporary)

28'-0" Clear Flood Gate

20'-0" Clear overhead

SCVWD Right of Way Easement

HWY 101

EXHIBIT "E"

RULES

1. Conditions of Temporary Space and Surrounding Area. Licensee shall continually keep the Temporary Space and any equipment, materials, or other items which Licensee may have at the Temporary Space, in a neat, clean and attractive manner. Licensee shall continually keep the area around the Temporary Space free of any refuse or other items originating from the Temporary Space or arising out of Licensee's activities thereat. Licensee shall promptly repair any damage to the Temporary Space or the surrounding area caused by Licensee or arising out of Licensee's activities.
2. Transport of Objects. Licensee shall transport items to the Temporary Space by such route and at such times as are approved in advance by Grantor (which routes are shown on Exhibit A, if applicable).
3. Personal Appearance; Conduct. Licensee and each member and employee of Licensee shall maintain a personal appearance, including attire and grooming, consistent with the highest possible standards. Licensee and its members and employees shall conduct activities in a quality manner and shall not carry on any activity that may be considered offensive or which may injure the reputation of the Property in any way.
4. Signs. All signs Licensee may wish to install at the Temporary Space shall be subject to Grantor's advance approval in all respects, including but not limited to, their location, and any such signs shall be of professional design and quality.
5. Approvals. Whenever Grantor's approval is required hereunder, such approval shall not be effective unless granted in writing by an authorized representative of Grantor. Any approval granted shall apply only to the specific matter for which approval is sought. Any such approvals may be granted or withheld in Grantor's sole discretion.
6. Noises, Odors and Other Matters. Licensee shall not permit any noises, music, odors, or other matters, except those that can be reasonably expected at an active construction site, to occur at or about the Temporary Space so as to bother or annoy other occupants of the Property or visitors thereto.
7. Alcoholic Beverages. No alcohol is permitted in or around the Temporary Space.
8. Cleaning Requirements. Licensee must dispose of its own trash off-site. Excess clean-up required by Grantor will be billed to Licensee at then current standard overtime labor rates of Grantor's janitorial contractor

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