

AMENDMENT NO. 1 TO
OPTION AGREEMENT FOR ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT

This Amendment No. 1, which is effective as of the date it is fully executed by the Parties, amends terms and conditions of the Option Agreement For Acquisition Of Temporary Construction Easement (Agreement) dated December 7, 2012, and entered into by and between Anita S. Siegel, Trustee or Successor Trustee of the Anita S. Siegel 2001 Trust dated June 27, 2001 (Owner), and the Santa Clara Valley Water District, a Special District created by the California Legislature (District).

WHEREAS, on February 27, 2017, the District informed Ms. Siegel, the Owner, that the Santa Clara Valley Water District (District) will commence use of the TCE starting May 2017; and

WHEREAS, the Owner related to the District that the amount of monthly rent paid by her tenants has increased since the Agreement was executed five years ago; and

WHEREAS, the Parties desire to modify the Agreement to reflect the current monthly rent being paid to the Owner by her tenants.

NOW THEREFORE, in consideration of the above recitals and the following mutual covenants and obligations, the parties do hereby agree to amend the Agreement as follows:

1. Section 16.f. Rent Concession Protection is hereby amended to state as follows:

“Owner currently has two month-to-month tenants on portions of Real Property commonly known as 85 Mountain View Avenue and 91 Mountain View Avenue (“Rental Premises”) paying monthly rent of \$2,500 and \$2,800 respectively (“Baseline Rent”). District and Owner agree that should Owner have to offer tenants a temporary rent concession due to construction of the Project, District shall pay Owner the difference between the Baseline Rent and the temporarily lowered rent (“Rent Differential”). Owner shall reasonably cooperate with District in providing all requested records, including but not limited to cancelled checks, correspondence, emails, and bank statements, establishing both the Baseline Rent and any rent concession. District shall pay Owner this Rent Differential no less frequently than once every three months.”

2. Add new Section 24, AUTHORIZED REPRESENTATIVES, as follows:

“By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act on behalf of that party. In witness whereof, the parties hereto have executed this agreement as of the last date written below.”

3. All other terms and conditions of the Agreement not otherwise amended as stated herein remain in full force and effect.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date it is fully executed by the Parties.

SANTA CLARA VALLEY WATER DISTRICT
"District"

**ANITA S. SIEGEL, TRUSTEE OR
SUCCESSOR TRUSTEE OF THE ANITA S.
SIEGEL 2001 TRUST DATED JUNE 27,
2001**
"Owner"

By: _____
Norma Camacho
Chief Executive Officer

By: Anita S. Siegel
Anita S. Siegel

Date: _____

Date: 6/11/18

Owner's Address:

**77 Mountain View Ave
Los Altos, CA 94024**