

SECOND AMENDMENT TO WELL INSTALLATION AGREEMENT

THIS SECOND AMENDMENT TO WELL INSTALLATION AGREEMENT (this “**Amendment**”) is dated June 7th, 2022, and is entered into by and between GOOGLE LLC, a Delaware limited liability company (“**Grantor**”), and the CITY OF SAN JOSE, a municipal corporation (“**Grantee**”).

Recitals

A. Grantor and Grantee are parties to that certain Well Installation Agreement dated October 9, 2020, as amended by that certain First Amendment to Well Installation Agreement dated September 1, 2021 (collectively, the “**Well Installation Agreement**”), with respect to the property more particularly described in the Well Installation Agreement (the “**Property**”), commonly known as 255 S. Montgomery Street, San Jose, California 95110. All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Well Installation Agreement.

B. The closing under the JPB Contract occurred on September 1, 2021, and the JPB Parcel was removed from the “**Property**” under the Well Installation Agreement on such date.

C. Grantor acquired from Grantee the original Property pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions (City Fire Training Facility Property; 255 South Montgomery) between Grantor and Grantee dated December 4, 2018, as amended by that certain First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated December 13, 2018, that certain Second Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated February 19, 2019, that certain Third Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated March 21, 2019, that certain Fourth Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated April 24, 2019, and that certain Fifth Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated concurrently herewith (collectively, “**Purchase Agreement**”).

D. Grantee currently leases the Property back from Grantor for the sole purpose of performing fire training pursuant to that certain Ground Lease dated June 6, 2019, as amended by that certain First Amendment to Ground Lease dated September 1, 2021, and that certain Second Amendment to Ground Lease dated concurrently herewith (collectively, “**Ground Lease**”).

E. Grantor and Grantee now desire to amend the Well Installation Agreement upon the terms set forth below.

NOW THEREFORE, in consideration of the Well Installation Agreement, the Purchase Agreement (as amended concurrently herewith) and the Ground Lease (as amended concurrently herewith), Grantor and Grantee agree as follows:

1. Restrictions. Notwithstanding anything in the Well Installation Agreement to the contrary, in no event shall Grantee agree to or enter into any land use covenant or any site management plan with respect to the Property in connection with Grantee's obligations under the Environmental Indemnity, Grantee's implementation of the Work Plan, Grantee's performance of the Activities, or for any other reason.

2. Counterparts. This Amendment may be executed in counterparts and delivered by electronic delivery (e.g., DocuSign and PDF), all of which together shall constitute one and the same document.

3. Entire Agreement. This instrument constitutes the entire agreement between Grantor and Grantee regarding the specific subject matter hereof.

4. Ratification. Except as modified in this Amendment, all of the terms and conditions of the Well Installation Agreement shall remain unchanged and in full force and effect. In the case of any inconsistency between the terms and conditions of the Well Installation Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment as of the date first above written.

GRANTEE:

CITY OF SAN JOSE,
a municipal corporation of the State of
California

Sarah Zarate

By:

Email: sarah.zarate@sanjoseca.gov

Sarah Zárate
Director of Administration, Policy,
and Intergovernmental Relations

GRANTOR:

 GOOGLE LLC,
a Delaware limited liability company

Sheela Jivan

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y: _____

Sheela Jivan
Director

APPROVED AS TO FORM:

Cameron Day

Email: cameron.day@sanjoseca.gov

Cameron Day
Deputy City Attorney