

Ebix Insurance No. \_\_\_\_\_

**AMENDMENT NO. 2  
TO THE GROUND LEASE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
SANTA CLARA POLICE ACTIVITIES LEAGUE**

**PREAMBLE**

This agreement ("Amendment No. 2") is made and entered into on this 7<sup>th</sup> day of December, 2013, ("Effective Date") by and between Santa Clara Police Activities League, a California non-profit public benefit corporation, with its principal place of business located at 301 El Camino Real, Santa Clara, California 95050 ("PAL"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 2"

**RECITALS**

- A. The Parties previously entered into an agreement entitled "GROUND LEASE", dated August 25, 1998 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated January 27, 2004. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of having PAL construct and maintain a bicycled motocross facility for youth activities, and the Parties now wish to amend the Original Agreement as Amended to provide for revised lease terms.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. AMENDMENT PROVISIONS**

- A. The parties agree to the following definitions.

All references to Covanta Energy in the Original Agreement as Amended are and is replaced with Ameresco Santa Clara, LLC ("Ameresco"). Ameresco is the successor in interest to Covanta Energy.

All references to "Initial Term", "Initial Term and any Extended Term" and "Lease Term" in the Original Agreement as Amended are and is replaced with "Term".

- B. Section 2 of the Original Agreement as Amended, entitled "Lease Term" is hereby amended to read as follows:

The term of this Lease ("Term") shall commence on the date of execution of this Lease by all of the Parties (the "Lease Commencement Date") and shall continue for a period expiring February 29, 2016 (the "Lease Expiration Date"), unless sooner terminated in accordance with the provisions hereof. With the written consent of the City (signed on behalf of the City by the City Manager and approved as to form as provided below), PAL may remain after on a month to month basis on all the other terms of this lease, except that such tenancy may be terminated on fifteen (15) days written notice given by either City or PAL.

- C. That paragraph number 2.1, entitled "Option to Extend" of Section 2 of the Original Agreement as Amended, is deleted.
- D. Section 8 of the Original Agreement as Amended, entitled, "Entry by City" is hereby amended to read as follows:

City, and its agents, employees, and independent contractors, and any third party granted permission by the City, shall have the right, at all times during the Term, to enter into or upon the Property or any Improvements thereon for any purpose whatsoever, including, without limitation, for purposes of inspecting, surveying, testing, and conducting any other investigations or inquiries related to the potential future development of the Property. Any such inspections, surveys, testing, investigations, or inquiries conducted at the Property by a third party granted permission by the City shall be at the sole cost and expense of the third party.

- E. That Section 19 entitled "Hold Over" of the Original Agreement as Amended is deleted.
- F. That paragraph number 20.2, entitled "Delivery" is hereby amended to replace the following:

Notice to PAL:  
 SANTA CLARA POLICE ACTIVITIES LEAGUE  
 601 El Camino Real  
 Santa Clara, CA 95050

**2. TERMS**

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

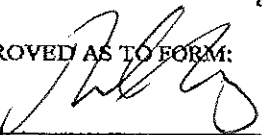
**3. COUNTERPART/FACSIMILE SIGNATURE**


This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Amendment No. 2 shall become operative on the Effective Date first set forth above.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

  
\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

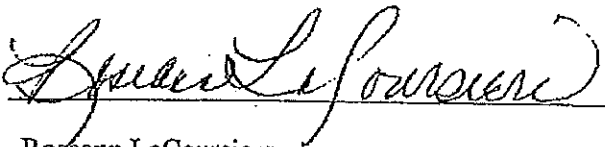
  
\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:

  
\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

"CITY"

**SANTA CLARA POLICE ACTIVITIES LEAGUE, INC.,**  
a California non-profit public benefit corporation

By:   
\_\_\_\_\_  
Name: Roseann LaCoursiere  
Title: President, PAL Board of Directors  
Local Address: 601 El Camino Real  
Santa Clara, CA 95050  
Email Address: roseann.lacoursiere@yahoo.com  
Telephone: (408) 615-4880  
Fax: ( )

"PAL"

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