

## **FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF PROPERTY**

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF PROPERTY (this "**Amendment**") is dated and effective as of \_\_\_\_\_, 2025, and is entered into by and between **City of Santa Clara**, a chartered California municipal corporation ("**Seller**") and the **Feather River Land Trust**, a California nonprofit public benefit corporation ("**Buyer**"), with reference to the following facts:

A. Seller and Buyer entered into an Agreement for Purchase and Sale of Property dated July 18, 2024 (the "**Original Agreement**"), for Buyer's purchase from Seller the real property in unincorporated Sierra and Lassen Counties, California, as more particularly described in the Original Agreement. All capitalized terms used but not defined in this Amendment have the meanings given to those terms in the Original Agreement.

B Under the Original Agreement, the Closing Date is scheduled to occur not September 16, 2025 (as so extended by Buyer under Section 7.2 of the Agreement).

C. As contemplated under the Original Agreement, Buyer has been working diligently with State Funders, who are supporting the acquisition of the Property. To accommodate the Funders' funding calendar, in particular the Wildlife Conservation Board, Buyer has requested, and Seller has agreed, to further extend the Closing Date on the terms and conditions of this Amendment.

NOW, THEREFORE, Seller and Buyer, in consideration of the covenants contained herein and for other good and valuable consideration, agree as follows:

### **1. AMENDMENTS TO ORIGINAL AGREEMENT.**

1.1 **Closing Date**. Section 1.5 of the Original Agreement is hereby amended to read as follows:

1.5 "Closing Date": Ten (10) Months after the Execution Date, or such earlier date as Buyer may elect in its sole discretion by delivering written notice to Seller, provided that the Closing Date shall not be earlier than five (5) Business Days after expiration of the Diligence Period, or such later date as provided under Articles VI and VII below. Notwithstanding the foregoing, the Parties agree to extend the Closing Date to February 16, 2026, or such other date as Seller and Buyer may agree in writing; provided, however, Buyer shall have no further right to extend the Closing Date under Sections 6.2 and 7.2 of the Agreement.

## 2. **NON-IMPAIRMENT.**

To the extent the Original Agreement may be read to have terminated by its terms, the Original Agreement is hereby revived, reinstated, and amended as provided in this Amendment. Except as expressly provided in this Amendment, nothing in this Amendment will alter or affect any provision, condition, or covenant contained in the Original Agreement, it being the intent of the Parties that the provisions of the Original Agreement will continue in full force and effect except as expressly modified in this Amendment.

## 3. **EXECUTION IN COUNTERPARTS.**

This Amendment may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original Amendment, all of which shall constitute one agreement to be valid as of the date of this Amendment. Facsimile, documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Amendment and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Seller and Buyer agree that this Amendment or any other document necessary for the consummation of the transaction contemplated by the this Amendment may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("**E-Sign Act**"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("**UETA**") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on both Seller and Buyer the same as if it were physically executed and Buyer hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Seller.

*Signatures Appear on Following Page*

IN WITNESS WHEREOF, Seller and Buyer have caused this Amendment to be duly executed as of the date first written above.

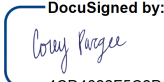
**SELLER:**

**City of Santa Clara**, a chartered  
California municipal corporation

By: \_\_\_\_\_  
Jovan Grogan  
City Manager

**BUYER:**

**Feather River Land Trust**, a California  
nonprofit public benefit corporation

By:  \_\_\_\_\_  
4CD4622F5C2D4E1...  
Corey Pargue, Executive Director

APPROVED AS TO FORM

Glen R. Googins  
City Attorney

\_\_\_\_\_  
Daniel Ballin, Senior Counsel

ATTEST

\_\_\_\_\_  
Nora Pimentel, City Clerk