

**AMENDMENT NO. 1
TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND HABITAT FOR HUMANITY EAST BAY/SILICON VALLEY, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into on this 14th day of DECEMBER 2020, ("Effective Date") by and between the City of Santa Clara, a chartered California municipal corporation ("City"), and Habitat for Humanity East Bay/Silicon Valley, Inc., a California Non-Profit Corporation ("Developer"). City and Developer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Exclusive Negotiating Rights Agreement" dated April 9, 2019 and fully executed on June 17, 2019 (the "Original Agreement").
- B. The City is the owner of a .69-acre parcel of real property in the City of Santa Clara located at 3575 De La Cruz Boulevard (APN 101-15-049) (the "Property"). The Developer has proposed to develop the Property with 13 units of affordable ownership housing, including mixed-income townhomes and flats (the "Project"). The entire project is proposed to be affordable to households with income between 60% and 120% of Area Median Income (AMI).
- C. The Original Agreement established procedures and standards for the negotiation by the City and the Developer of a Disposition and Development Agreement (the "DDA") pursuant to which the Developer will conduct specified development activities related to the Property.
- D. The Original Agreement provided a Negotiating Period of 18 months, which is set to expire on December 17, 2020. The Original Agreement also authorized two extensions of six (6) months each, upon presentation of a written request by the Developer, and provided that an amendment to the Original Agreement was executed by the Developer and the City Manager.
- E. On November 12, 2020, the Developer submitted a written request for the first six-month extension. Through this Amendment No. 1, the Parties intend to approve that first six-month extension.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Original Agreement, entitled "Negotiating Period," is hereby deleted and replaced in its entirety to read as follows:

“2. Negotiating Period. The negotiating period (the "Negotiating Period") under this Agreement shall be eighteen (18) months, commencing on the date this Agreement is fully executed, for an initial Negotiating Period of June 17, 2019 to December 17, 2020. The parties have mutually agreed to extend the negotiating period for six (6) months, commencing on December 17, 2020 and terminating at 11:59 p.m. on June 17, 2021.

The Developer may request an additional six (6) month extension by submitting a written request together with a schedule of tasks to be accomplished during the additional period. Granting of such extension shall be at the discretion of the City Manager and shall only be effective upon the execution of a subsequent amendment to the Agreement.

If a DDA has not been executed by the City and the Developer (or its affiliate) by June 17, 2021, and no additional extension has been approved through an additional amendment to this Agreement, then this Agreement shall terminate and no party shall have any further rights or obligations under this Agreement, except as set forth in Section 4 and Section 11. If a DDA is executed by the City and the Developer (or its affiliate), then, upon such execution, this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed DDA.”

2. Except as set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.
3. 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.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 12/14/2020



BRIAN DOYLE
City Attorney



DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HABITAT FOR HUMANITY EAST BAY/SILICON VALLEY, INC.
a California non-profit corporation

Dated: 12-12-14

By: _____



JANICE JENSEN
President & CEO

2619 Broadway
Oakland, CA 94612

jjensen@HabitatEBSV.org
Telephone: (510) 251-6304
Fax: (510) 251-6309

"DEVELOPER"