

**AMENDMENT NO. 1
TO THE GRAZING LEASE BY AND BETWEEN
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
JOSEPH R. PAULO, AN INDIVIDUAL, FOR A PORTION OF THE PROPERTY
KNOWN AS THE ALTAMONT RANCH, ALAMEDA COUNTY, CALIFORNIA**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Joseph R. Paulo, an individual sole proprietor (Contractor). City and Contractor 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 "Grazing Lease by and Between the City of Santa Clara, California, and Joseph R. Paulo, an Individual, for a Portion of the Property Known as the Altamont Ranch, Alameda County, California, dated September 26, 2011 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor lease the property for cattle grazing on the City's Altamont Ranch located in Alameda County, and the Parties now wish to amend the Agreement to extend the term of the Grazing Lease for two additional years or until September 26, 2023.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. In the header of the Agreement, Joseph R. Paulo, an individual sole proprietor with his principal place of business located at 4151 North Vasco Road, Livermore, CA 94551 was referred to as "Contractor". References to Contractor shall be corrected to refer to Lessee.
- 2. Section 4 of the Agreement, entitled "Term" is amended to read: The initial term of this Lease is for five (5) years, commencing on the Effective Date of this Lease and may be extended for an additional seven (7) year period or until September 26, 2023. Parties agree that this lease will reinstated and continue as though original lease had never expired. Any further extension of this Lease is subject to the discretion and written agreement of the parties hereto. Upon termination of this Lease, Lessee covenants and agrees to peacefully and quietly quit and surrender possession of the Premises and all appurtenance to City subject to all the covenants, conditions, term and agreements of this Lease and Lessee agrees to pay all monies then due and owing to City at such time, provided for in

this Lease, or as a result of operations thereunder by Lessee, or in consequence thereof. At the termination of this Lease, Lessee shall promptly execute, acknowledge, and deliver to City a recordable quitclaim deed in a form satisfactory to City.

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

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: _____

City Attorney

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

“CITY”

JOSEPH R. PAULO
a individual sole proprietor

Dated: _____

By (Signature): _____

Name: JOSEPH R. PAULO

Title: Sole Proprietor

Principal Place of Business Address: 1452 N. Vasco Road 293
Livermore, CA 94551

Email Address: charpaulo@aol.com

Telephone: (925) 447-7208

“CONTRACTOR”