

**AMENDMENT NO. 2
TO THE 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**

PREAMBLE

This agreement ("Amendment No. 2") to the Grazing Lease is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Joseph R. Paulo, an individual sole proprietor (Lessee). City and Lessee may be referred to individually as a "Party" or collectively as the "Parties."

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) for the purpose of having Lessee lease the property for cattle grazing on the City's Altamont Ranch located in Alameda County;
- B. The Agreement was previously amended by Amendment No. 1, dated November 4, 2021. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties now wish to amend the Agreement as Amended to extend the term of the Grazing Lease.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 4 of the Agreement as Amended, entitled "Term" is amended to read:

"The term of this Lease is for sixteen (16) years, commencing on September 26, 2011. Any 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 appurtenances to City subject to all the covenants, conditions, terms 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."

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

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.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

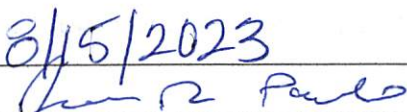
Dated: _____

GLEN R. GOOGINS
City Attorney

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"CITY"

JOSEPH R. PAULO
an individual sole proprietor

Dated: 8/15/2023
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

"LESSEE"