

FIRST AMENDMENT TO THREE PARTY WATER PROVISION AGREEMENT

THIS FIRST AMENDMENT TO THREE PARTY WATER PROVISION AGREEMENT ("Amendment to Water Agreement") is made and effective as of _____, 2014, by and between the Cuesta La Honda Guild (the "Guild"), the County of San Mateo (the "County"), and the La Honda-Pescadero Unified School District (the "School District"), with reference to the following:

RECITALS

A. The Guild owns and holds certain rights to the extraction and use of water in a portion of the unincorporated area of the County known as La Honda.

B. Pursuant to the Three Party Water Provision Agreement made and effective as of October 2, 2002 by and between the Guild, the County and the School District, the parties made arrangements for the provision of water to the La Honda Elementary School (The "Original Agreement").

C. The Guild, the County and the School District (hereinafter the "Parties") now wish to revise and amend the Original Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties Agree as follows:

1. Section 2 of the Original Agreement is revised to read as follows:
 2. In addition to any other consideration for the Direct Provision, the County and Guild agree that the County has and does relinquish any water rights it may have in connection with one of the County Properties.
2. Section 3 of the Original Agreement is revised to read as follows:
 3. When water service commences, the School District shall thereafter pay to Guild a monthly fee, on the first of each month, equal in amount to 1/12 of the annual assessment of one Guild lot. This fee shall be adjusted from time to time as the annual Guild assessment is adjusted by the Guild.
3. Section 6. e. of the Original Agreement is revised to read as follows:
 - e. Nothing in this Water Agreement shall make the School Site a member of the Guild, however, the Guild shall use its best efforts to supply the School Site with water as herein contemplated to the extent the provision of such water is permitted under the Guild's water rights and the Guild's governing documents, and does not cause the Guild to be considered a "public utility". The Guild retains the right to increase or decrease the allotment at its sole discretion in line with the allotment to regular Guild members.

4. Except as expressly amended herein, all other provisions of the Original Agreement shall remain in full force and effect.

5. The Original Agreement, as amended by this First Amendment, shall hereinafter be referred to as the "First Amended Three Party Water Provision Agreement".

IN WITNESS WHEREOF, Guild, County, and School District have executed this First Amendment to Three Party Water Provision Agreement effective as of the date first mentioned above. Each person signing this First Amendment represents and warrants that he/she is authorized to sign this First Amendment, and that his/her signature is binding upon the entity for which he/she is signing.

CUESTA LA HONDA GUILD

By: Sarah Bachman 2.7.14
SARAH BACHMAN, President Date

By: David Ehrhardt 3/13/14
DAVID EHRLHARDT, Vice President Date

SCHOOL DISTRICT

By: Amy Woollever 2-7-14
AMY WOOLLEVER, Date
Printed Name and Title SUPERINTENDENT

COUNTY OF SAN MATEO

By: _____ Date _____
Printed Name and Title