

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CUPERTINO AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE ROLLING HILLS 4-H
CLUB**

This Second Amendment to the Agreement between the City of Cupertino and The Regents of the University of California for the Rolling Hills 4-H Club, for reference dated December 7, 2015, is by and between the CITY OF CUPERTINO, a municipal corporation ("Lessor") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (for the Rolling Hills 4-H Club), (hereinafter "Lessee"), and is made with reference to the following:

RECITALS:

- A. On September 1, 2009, the Lessor and Lessee entered into an Agreement; and
- B. On September 1, 2014, the Lessor and Lessee entered into a First Amendment to the Agreement between the Lessor and Lessee (collectively, the Agreement and First Amendment are hereafter referred to as "Agreement"); and

C. Lessor and Lessee desire to modify the Agreement on the terms and conditions set forth herein. NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

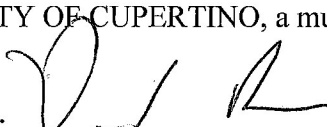
- 1. The terms of the Agreement as set forth in Paragraph 3(RENTAL) shall be amended to read as follows: Lessee shall not pay rent to Lessor for the use and occupation of the premises. Lessee may utilize additional City of Cupertino facilities including, but not limited to, the Environmental Education Center and Monta Vista Recreation Center for monthly club meetings at no additional charge. Lessee must request use of Monta Vista Recreation Center in writing, a maximum of 12 months in advance. Use of all other City of Cupertino facilities must follow the rental and booking timeframe specific to the requested facility's Facility Use Policy. In lieu of rent, Lessee shall participate in community programs and provide access to Lessor-designated Parks and Recreation Staff who will lead tours of the 4-H area for school youth groups and community groups/classes; and
- 2. On or before the term of this Second Amendment, Lessee shall provide the Lessor with a certificate of insurance and additional insured endorsement demonstrating Lessor's ongoing compliance with the Agreement's insurance obligations and naming the Lessor as an additional named insured; and
- 3. Lessor represents, warrants, and declares that the Agreement Exhibit "A" the "Cupertino Recreation and Community Services Programs" remains accurate and current; and
- 4. Except as expressly modified herein, all other terms, covenants and conditions set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

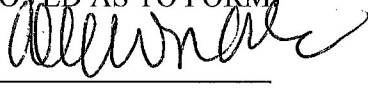
THE REGENTS OF THE UNIVERISTY
OF CALIFORNIA

By: 
Jake McGuire, Controller
Division of Agriculture & Natural Resources
Date: 2/10/16

CITY OF CUPERTINO, a municipal corporation

By: 
City Manager
Date: 2-28-16

APPROVED AS TO FORM:

By: 
City Attorney
Date: 3/22/16

ATTEST:

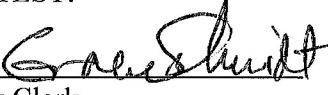
By: 
City Clerk
Date: 3-28-16

Exhibit A

Community and Recreation and Community Services Department Programs

Services provided to the Cupertino community by the Rolling Hills 4-H Club include:

- During the spring and fall season (mid-September-mid November and April through the first week of June), school groups will visit 4H to view the animals from the Stevens Creek Trail, stop briefly to look at the animals on their way to or from the creek, and talk about 4H opportunities and their barn tours. (Approximately 1,879 students, 78 teachers, and 387 parents).
- Participate in approximately 26 school tours annually for parent/tot, preschool, and kindergarten group enrichment.
- Summer camps -Nature Camp, Summer Science Fun, and Preschool Adventures (10 visits to the 4H area, and 285 participants plus staff and volunteers per summer season).
- After school classes (10-12 times /year, and 100 -144 participants).
- Thursday Evening nature Programs(40 participants).
- Accommodate groups that visit the bee yard and stop by to observe the hives.
- Participate in the family Bug Programs and Bees and Honey programs offered through Recreation and Community Services (50-60 participants).

Community Programs:

- 4H tours that occur during SCVAS Wildlife Education--650-750 in attendance.
- Monthly barn tours for the public run through 4H.
- Viewing of the 4H animals from outside of the fenced area.
- Both the San Mateo and the Santa Clara Valley Beekeepers Guilds hold 3-4 classes at McClellan Ranch each year and the 50-75 class participants visit the 4H hives.

**FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN THE CITY OF CUPERTINO AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FOR THE ROLLING HILLS 4-H CLUB**

This First Amendment to Lease Agreement between the City of Cupertino and The Regents of the University of California for the Rolling Hills 4-H Club (this "**Amendment**") is executed by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "**Lessor**") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (for the Rolling Hills 4-H Club) (hereinafter "**Lessee**") effective as of September 1, 2014 ("**Effective Date**"), and is made with reference to the following:

RECITALS:

A. Lessor and Lessee executed that certain Lease Agreement between the City of Cupertino and The Regents of the University of California for the Rolling Hills 4-H Club dated as of September 1, 2009 (hereinafter the "**Agreement**").

B. Lessor and Lessee desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. Paragraph 2 of the Agreement is modified to read as follows:

TERM. The term of this lease shall be for the period commencing September 1, 2009, and ending August 31, 2019.

2. Paragraph 3 of the Agreement is modified to read as follows:

RENTAL. Lessee shall not pay rent to Lessor for the use and occupation of the premises. In lieu of rent, Lessee shall participate in City of Cupertino Recreation and Community Services Department ("**Department**") and community programs hosted at McClellan Ranch Preserve, including, but not limited to monthly Open House events that are free to park users, and Lessee shall provide Lessor-designated Department staff with access to the premises on not less than a weekly basis for the purpose of conducting tours of the 4-H program for school classes, youth groups, and community camps/classes

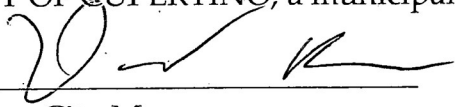
sponsored by the Department, including without limitation, the programs described in Exhibit A attached hereto.

3. Except as expressly modified by this Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

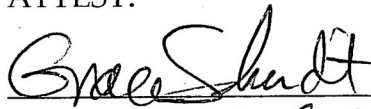
IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment effective as of the date first written above.

LESSOR:

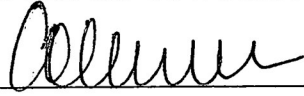
CITY OF CUPERTINO, a municipal corporation

By: 
City Manager

ATTEST:


City Clerk 9-29-14

APPROVED AS TO FORM:

By: 
City Attorney



LESSEE:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

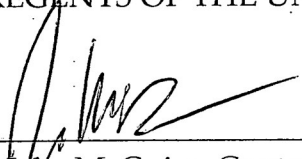
By: 
Jake McGuire, Controller
Division of Agriculture & Natural Resources

Exhibit A

Community and Recreation and Community Services Department Programs

Services provided to the Cupertino community by the Rolling Hills 4-H Club include:

- During the spring and fall season (mid-September-mid November and April through the first week of June), school groups will visit 4H to view the animals from the Stevens Creek Trail, stop briefly to look at the animals on their way to or from the creek, and talk about 4H opportunities and their barn tours. (Approximately 1,879 students, 78 teachers, and 387 parents).
- Participate in approximately 26 school tours annually for parent/tot, preschool, and kindergarten group enrichment.
- Summer camps -Nature Camp, Summer Science Fun, and Preschool Adventures (10 visits to the 4H area, and 285 participants plus staff and volunteers per summer season).
- After school classes (10-12 times /year, and 100 -144 participants).
- Thursday Evening nature Programs(40 participants).
- Accommodate groups that visit the bee yard and stop by to observe the hives.
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Community Programs:

- 4H tours that occur during SCVAS Wildlife Education--650-750 in attendance.
- Monthly barn tours for the public run through 4H.
- Viewing of the 4H animals from outside of the fenced area.
- Both the San Mateo and the Santa Clara Valley Beekeepers Guilds hold 3-4 classes at McClellan Ranch each year and the 50-75 class participants visit the 4H hives.

LEASE AGREEMENT BETWEEN THE CITY OF CUPERTINO
AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
FOR THE ROLLING HILLS 4-H CLUB

THE LEASE AGREEMENT is made as of the 19th the day of Sept., 2009, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (for the Rolling Hills 4-H Club), hereinafter called "LESSEE," and CITY OF CUPERTINO, a municipal corporation, hereinafter called "LESSOR."

The parties hereto agree as follows:

1. LEASED REAL PROPERTY. Lessor hereby leases to Lessee, and Lessee hereby hires from Lessor, that certain real property (hereinafter called premises or leased premises) in the County of Santa Clara, State of California, described in Exhibit A, McClellan Ranch Park, which is attached hereto and incorporated herein by reference. Premise includes, but is not limited to, the following: a four-pen pole barn with corrals, a three-pen pole barn with corrals, a three-run chicken coop, and a tack room.

2. TERM. The term of this lease shall be for the period commencing September 1, 2009, and ending August 31, 2014.

3. RENTAL. Lessee shall not pay rent to Lessor for the use and occupation of the premises. In lieu of rent, Lessee shall participate in community programs and provide access to Lessor-designated Parks and Recreation staff who will lead tours of the 4-H area for school youth groups and community groups/classes.

4. USE OF PREMISES. The leased premises shall be used by Lessee for the following purpose: Santa Clara County Cooperative Extension 4-H Program's animal husbandry, wildlife, and gardening projects. Leased premises are not to be used for any purpose which, in the opinion of the Lessor, is not in keeping with the "rural atmosphere" of the area.

Lessee shall not conduct or permit to be conducted any sale by auction on said premises. Lessee shall not place or permit to be placed any projecting sign, marquee, or awning on the front of the said premises without the written consent of Lessor, through Lessor's Director of Planning; Lessee, upon immediate request of Lessor, shall immediately remove any sign or decoration which Lessee has placed or permitted to be placed in, on, or about the front of the premises, and which, in the opinion of the Lessor, is objectionable or offensive, and if Lessee fails so to do, Lessor may enter upon said premises, and Lessee shall not place or permit to be placed upon the said side wall, rear wall, or roof any sign, advertisement, or notice without the written consent of Lessor.

No other use of the premises is permitted except with the advance written consent of Lessor which consent shall not be unreasonably withheld. Lessee shall not quarry or remove stones therefrom, nor remove any earth or soil, nor destroy, cut, or remove any timber, trees, or firewood standing or lying thereon, nor permit others, without authority from Lessor, to commit any of the above acts. No hunting will be allowed on the premises. Lessee shall not commit or permit the commission of any waste upon or permit or suffer any damage to be made to the premises. Lessee should contact the Lessor if there are pest concerns. Food and grains should be stored in metal containers so as to not attract rodents.

5. INSPECTIONS AND ENTRY BY LESSOR/ACCESS OF PREMISES BY LESSEE. Lessee shall permit Lessor, and Lessor's agents, employees, and assigns, at all reasonable times and upon reasonable notice, to enter the leased premises for the purposes of inspection, to make repairs, alterations, or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required, or for the purposes of posting notices of non-liability for alterations, additions, or repairs to Lessor property, compliance with the terms of this lease, exercise of all rights under this lease, posting notices, and all other lawful purposes. Lessee shall supply Lessor, his agents, and assigns, with keys and other instruments necessary to enable entry onto the premises. Lessor shall use its best efforts to minimize any disruption to Lessee's use of premises to accomplish such repairs, alterations, etc.

Lessee is granted right to limit right of access to the premises to the following persons: persons directly involved with the projects of the Lessee on the premises; members of the public who are participating in public tours conducted by Lessee or staff designated by Lessor.

6. WATER AND WATER SYSTEMS.

(a) Lessor shall provide and install adequate water and sewage facilities and water service which, in the opinion of the Lessor, are necessary for the adequate use of the premises by the Lessee.

(b) Lessee agrees to protect from leeching and trampling any manure produced on said premises and not to allow it to be washed into water or drainage system.

7. UPKEEP. Lessee shall keep all canals and ditches now on said premises or which may be constructed thereon during said term open and clean and otherwise in good order and condition as when received when this lease commenced. If Lessee, in the reasonable judgment of Lessor, shall fail to perform the work or any part thereof in this paragraph covenanted and agreed to be done by the Lessee, and as herein provided, Lessor, at Lessor's option, may re-enter in and upon said premises without demand upon or notice to Lessee, and perform said work or any part thereof, and Lessee shall pay to Lessor, on demand, the reasonable costs thereof to Lessor.

8. TAXES AND UTILITIES. During the term of this lease, Lessee shall promptly pay, before delinquency, any and all taxes, and other governmental charges, if any, which shall be

laid, assessed, levied, or imposed upon, or become due and payable and alien upon the Lessee, the leased premises or any part thereof, including, but not limited to: (i) all taxes levied on the personal property, fixtures, and equipment of Lessee located on the demised premises; and (ii) all license fees and other charges imposed upon its business or operations conducted thereon. Lessee shall also promptly pay all charges, if any, for electricity, light, power, and other utility services on the leased premises, except water and garbage service as provided by Lessor.

9. CONDITION OF PREMISES. By entry under this lease, Lessee accepts the premises in its present condition, except that Lessor agrees to perform all things which, in its opinion, are necessary to cause the plumbing on the premises to be kept in conformance with the City of Cupertino Building Code. Lessor agrees to assume costs of capital repairs and improvements as deemed necessary by Lessor; Lessee shall be responsible for costs involved in use functions; and further agrees on the last day of the term or on sooner termination of this lease, to surrender the premises and the appurtenances to Lessor in substantially the same condition as when received, reasonable use, wear, and damage by fire, act of God, or the elements excepted, and to remove all of Lessee's property from the premises. There shall be no Lessee requirement to dismantle improvements upon termination of this contract. Lessor agrees to provide the premises with regular garbage service.

10. ABANDONMENT. Lessee shall not vacate or abandon the premises without giving Lessor ninety (90) days written notice. If Lessee does abandon, vacate, or surrender the premises, or is dispossessed by process of law, or otherwise, personal property belonging to Lessee and left on the premises shall be kept for a reasonable time by Lessor, but in no event longer than fifteen (15) days after Lessor gives Lessee written notice to remove that property from the premises, after which time, if it has not been reclaimed by Lessee, it may be treated by Lessor as abandoned. The abandonment of any portion of the premises shall, in no way, affect the other provisions of this lease and the same shall remain in full force and effect.

11. INSURANCE HAZARDS. Lessee shall not use the premises, nor permit others to use them, nor do or permit acts that will increase the existing rate of insurance on the structures, trees, or other permanent crops on the premises, or cause a cancellation of any insurance programs covering, in whole or in part, the structures, trees, and permanent crops; nor shall Lessee sell, or permit to be kept, used, or sold, in or about the premises, any article that is prohibited by the standard fire insurance programs. Lessee shall comply with all requirements, applying to the premises, of any applicable fire or liability insurance programs covering the structures, trees, and permanent crops.

12. TERMINATION BY LESSOR. In the event the Lessor sells or long-term leases the premises, or any portion thereof, prior to the expiration of the term hereof, Lessor or its successor shall have the right to terminate this lease, as to said premises or portions thereof, as the case may be, upon at least 120 days prior written notice to Lessee; provided, however, that in the event of such notice is given during the period January 1 to September 30 of any year, Lessee may remain in possession until the date of (a) October 1 of that year, or (b) the expiration of 120 days following such notice.

13. OPERATING COSTS. Lessee shall pay, at Lessee's sole cost and expense, the cost of ground preparation, seed, fertilizer, labor, and all other things necessary and appropriate in connection with the permitted use of the leased premises.

14. DISCLAIMER OF WARRANTY-SOIL SUITABILITY. Lessor makes no warranty of the soil's suitability for the use permitted under this lease.

15. OPERATING PRACTICES. Lessee shall conduct its operations on the leased premises in a proper and farmer-like manner and in accordance with the customary industry practices for such operations. Lessee agrees to farm the leased premises as above provided with due regard to conservation of the water and the soil.

16. MAINTENANCE OF PREMISES. Lessee shall keep and maintain all buildings and other improvements on said leased premises in good condition and repair and free from fire hazards. Lessee shall maintain the interior and exterior of the pole barns and tack room, shall maintain the fences, corrals, windows, one sidewalk in front of the tack room, and any other appurtenances on the premises, including but not limited to, the plumbing and electrical systems of said appurtenances, in good and sanitary condition, and repair during the term of this lease, ordinary wear and tear excepted. Stalls/pens and wooden fences shall be kept painted. Corrals and stalls/pens shall be cleaned on a regular basis—every day or every other day, and be kept reasonably free of odor. Lessee hereby waives all rights to make repairs at the expense of Lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of said Civil Code. Any improvement made to the premises shall, upon installation, become the property of Lessor, with the exception of movable furniture and trade fixtures. Lessee shall give Lessor, through its Director of Parks and Recreation, written notice in advance of making any alteration, repair, addition, or improvement, and Lessor shall have the right to post and maintain on the premises notice of non-responsibility in accordance with the applicable provisions of California law. Lessee shall obtain any and all permits required by any government jurisdiction which are necessary for carrying out Lessee's activities. Any and all repairs, improvements, and restoration performed by either party shall be in conformance with the City of Cupertino Building Code. Lessee shall keep the premises free from any liens arising out of work performed, material furnished, or obligations incurred by Lessee.

17. DESTRUCTION. The term or status of this lease shall not be affected by the partial or total damage or destruction of any of the improvements on the leased premises by fire, earthquake, or other casualty. The provisions of Section 1932(2) and 1933(4) of the Civil Code of the State of California shall not apply to this lease, and Lessee waives the benefit of such provisions.

18. MECHANIC'S LIENS. Lessee shall keep the premises free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee.

19. COMPLIANCE WITH LAW. Lessee shall, at its sole cost and expense, comply with all requirements of all governmental authorities, such as of the United States, State of California, City of Cupertino, County of Santa Clara, and any legal authority having jurisdiction,

in force either now or in the future, affecting Lessee's use of the premises, and shall faithfully observe in his use of the premises all laws, rules, and regulations of these authorities, in force either now or in the future. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee or its members, whether Lessor be a party thereto or not, that Lessor has violated any such ordinance or statute in the use of the premises shall be conclusive of the fact as between Lessor and Lessee. Lessee shall comply with all applicable laws, statutes, ordinances, regulations, rules, and other governmental requirements relating to the storage, use, clean up, and disposal of toxic waste and/or hazardous materials.

Provided, however, that if during the term of this lease a change in, or addition of, law, regulation, or rules by these authorities requires correction or alleviation of naturally occurring conditions, including, but not limited to, weed and pest infestations, and disease conditions, that exist wholly or in part at the start of this lease, the correction or alleviation shall be performed by Lessee, but its cost shall be borne by both Lessor and Lessee in a proportion based on the extent to which the conditions required to be corrected exist at the time this lease starts.

20. INSURANCE. Lessor's Insurance. Lessor, at its sole cost and expense, shall insure its activities in connection with this Lease and obtain, keep in force, and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

1.	Each Occurrence	\$500,000
2.	Products/Completed Operations Aggregate	\$500,000
3.	Personal and Advertising Injury	\$500,000
4.	General Aggregate*	\$1,000,000

*applicable to commercial form only

However, if such insurance is written on a claims-made form following termination of this Lease, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the Lease Commencement Date of this Lease.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than \$300,000 per occurrence.

c. Fire and extended coverage in an amount equal to one hundred percent (100%) of the full replacement value of the Building to conform with then current codes and the costs of demolition and debris removal, excluding land and the footings, foundations, and installations below the basement level.

The insurance and the coverages referred to under this section shall be endorsed to include Lessee as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Lessor, its officers, agents,

employees; or any person or persons under Lessor's direct supervision and control, and then only to the extent such supervision and control is required by law. Lessor upon the execution of this Lease shall furnish Lessee with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further make provisions for thirty (30) day advance written notice to Lessee of any modification, change, or cancellation of any of the above insurance coverages.

It should be expressly understood, however, that the coverages required herein shall not in any way limit the liability of Lessor, its officers, agents, or employees.

Lessee's Insurance. Lessee, at its sole cost and expense, shall insure its activities in connection with this Lease and obtain, keep in force, and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) or an equivalent program of self-insurance with minimum limits as follows:

1.	Each Occurrence	\$500,000
2.	Products/Completed Operations Aggregate	\$500,000
3.	Personal and Advertising Injury	\$500,000
4.	General Aggregate*	\$1,000,000

*applicable to commercial form only

However, if such insurance program of self-insurance is written on a claims-made form following termination of this Lease, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the Lease Commencement Date of this Lease.

b. Business Automobile Liability Insurance or an equivalent program of self-insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than \$300,000 per occurrence.

c. Property Insurance, Fire and Extended Coverage Form, or an equivalent program of self-insurance in an amount sufficient to reimburse Lessee for all of its equipment, trade fixtures, inventory, fixtures, and other personal property located on or in the Premises, including leasehold improvements hereinafter constructed or installed.

The insurance and the coverages referred to under this section shall be endorsed to include Lessor as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Lessee, its officers, agents, employees; or any person or persons under Lessee's direct supervision and control, and then only to the extent such supervision and control is required by law. Lessee, upon the execution of this Lease, shall furnish Lessor with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further make provisions for thirty (30) day advance written notice to Lessor of any modification, change, or cancellation of any of the above insurance coverages.

It should be expressly understood, however, that the coverages required herein shall not in any way limit the liability of Lessee, its officers, agents, or employees.

21. INDEMNIFICATION.

Lessor's Obligation. Lessor shall indemnify, defend, and hold harmless Lessee, its officers, agents, and employees from and against any claims, damages, expenses, including an amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Lease including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of Lessor, its officers, agents, or employees.

Lessee's Obligation. Lessee shall indemnify, defend, and hold harmless Lessor, its officers, agents, and employees from and against any claims, damages, expenses, including an amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Lease including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property or for death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of Lessee, its officers, agents, or employees.

22. WAIVERS OF SUBROGATION. Lessor and Lessee each hereby waive any right of recovery against the other due to loss of or damage to the property of either Lessor or Lessee when such loss of or damage to property arises out of the acts of God or any of the property perils whether or not such perils have been insured, self-insured, or non-insured.

23. REMEDIES. If Lessee breaches this lease and in the event Lessee does not cure said breach or make reasonable efforts to cure the breach, Lessor shall have the right of reentry, after having given ten days' notice, and the right to take possession of all crops, harvested or unharvested, and livestock and farm equipment and to remove all persons and property from warehouse or elsewhere at Lessee's expense and for his account. Lessor, at his election, shall become the owner of all crops of which he has so taken possession and, except when he elects to proceed under option (c) below, shall not be obligated to compensate Lessee for them.

If Lessor elects to reenter as provided above, or to take possession under legal proceedings or under any notice provided for by law:

(a) Lessor may terminate this lease; or

(b) Lessor may from time to time, without terminating this lease, relet the entire or any part of the premises of such terms (which may extend beyond the term of this lease) and at such rentals and other conditions as Lessor in his sole discretion deems advisable. Lessor also has the right to make alterations and repairs to the premises; or

(c) Lessor, or his agents or assigns, or a receiver appointed at this instance may (1) perform lessee's duties under this lease, including such things as necessary in Lessor's opinion to carry out Lessee's operations contemplated by the lease, (2) charge the proceeds from the sale of the crops or livestock with all reasonable costs of maintenance and husbandry, and (3) divide the remainder of the proceeds with Lessee in the same proportions as the proceeds would have been divided between Lessor and Lessee if Lessee had faithfully performed under this lease. If the costs exceed the proceeds, the deficiency shall be borne by Lessor and Lessee in the same proportions as would have been divided between Lessor and Lessee if Lessee had faithfully performed under this lease; or

(d) Lessor may exercise all other rights that become available to him if Lessee breaches or defaults in his obligation under this lease.

The rights and remedies given to Lessor in this Lease are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by Lessor, shall be deemed to be in exclusion of any of the others herein or by law or equity.

No reentry or taking possession of the premises by Lessor shall be construed as an election by him to terminate this lease unless a written notice of such an intention is given to Lessee or the lease is declared to be terminated by a court of competent jurisdiction.

Nothing contained in this lease, and no security or guarantee that Lessor holds now or in the future under the lease, shall in any way constitute a bar or defense to an action by Lessor in unlawful detainer or for recovery of the premises.

24. INSOLVENCY; RECEIVER. Any one of the following constitutes a breach of this lease by Lessee: (a) the appointment of a receiver to take possession of all or substantially all assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors.

25. HAZARDOUS MATERIAL.

(a) INDEMNITY. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Premises by Lessee, its agents, employees, contractors, or invitees without the prior written consent of Lessor (which Lessor shall not unreasonably withhold as long as Lessee demonstrates to Lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to Lessee's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises). If Lessee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Materials on the Premises caused or permitted by Lessee results in contamination of the Premises, or if contamination of the Premises by Hazardous Material otherwise occurs for which Lessee is legally liable to Lessor, then Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of the Premises or of any amenity of the Premises, damages arising from any adverse impact on marketing of the Premises, and sums paid

in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Lessee results in any contamination of the Premises, Lessee shall promptly take all actions at its sole expense as may be required by any governmental agency; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld.

(b) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as "hazardous substance" under California law, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (v) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C., § 6901 et seq. (42 U.S.C. § 6903), or California Health and Safety Code 25100 et seq., (vi) defined as "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (42 U.S.C. § 9601), or (vii) defined as a "regulated substance" pursuant to subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks, 42 U.S.C. § 6991, et seq.).

26. ATTORNEY'S FEES ON DEFAULT. In any action or proceeding by either party to enforce this lease or any provision thereof, the prevailing party shall be entitled to all costs incurred and to reasonable attorney's fees.

27. ASSIGNMENT OR SUBLETTING. Lessee shall not assign this lease, or any rights under it, and shall not sublet the entire or any part of the premises, or any right or privilege appurtenant to the premises, or permit any other person (the agents and servants of Lessee excepted) to occupy or use the entire or any portion of the premises; without first obtaining Lessor's written consent; provided that Lessor shall not unreasonably withhold or delay consent to assignment, sublease, or other transfer of use of possession of the premises. A consent to one assignment, subletting, occupation, or use by another person is not a consent to a future assignment, subletting, occupation, or use by another person. An assignment or a subletting without Lessor's consent shall be void and shall, at Lessor's option, terminate this lease. No interest of Lessee in this lease shall be assignable to operation of law without Lessor's written consent.

28. NOTICES. Any notice to be given to either party by the other shall be in writing and shall be served either personally or by registered or certified mail addressed as follows:

LESSOR: Parks and Recreation Administration
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014

LESSEE: University of California
Office of the President
Division of Agriculture and Natural Resources Administration
Attn: Risk Manager
1111 Franklin Street, 6th Floor
Oakland, CA 94607-5200

29. SURRENDER AND RESTITUTION: Upon termination of this Lease in any manner, either wholly or in part, whether at the expiration of the full term or at any earlier time, other than as outlined in paragraph 12 as herein provided, Lessee shall surrender and deliver to Lessor the quiet and peaceable possession of said leased premises, including improvements made thereon, or that portion thereof as to which this Lease shall be terminated, including improvements made thereon, in substantially the same condition as when received, or in the case of improvements made thereon, reasonable wear and tear excepted. Lessee has no requirement to dismantle improvements.

30. LEGAL EFFECT. All covenants of Lessee contained in this lease are expressly made conditions.

The provisions of this lease shall, subject to the provision on assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all parties to this lease; and all parties executing the lease as Lessee shall be jointly and severally liable under it.

The titles or headings to the paragraphs of this lease are not a part of this lease and shall have no effect on the construction or interpretation of any part of this lease.

31. SEVERABILITY. If any portion of this Agreement is found to be illegal, invalid, or unenforceable, the remaining portions of this Agreement shall continue in full force and effect.

The provisions of this lease shall, subject to the provision on assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all parties to this lease; and all parties executing this lease as Lessee shall be jointly and severally liable under it.

(All signatures appear on the following page.)

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LESSOR: THE CITY OF CUPERTINO, a municipal corporation,

By: David Knapp Date: 2-4-10
David Knapp, City Manager

ATTEST:

APPROVED AS TO FORM:

Kimberly Smith
City Clerk

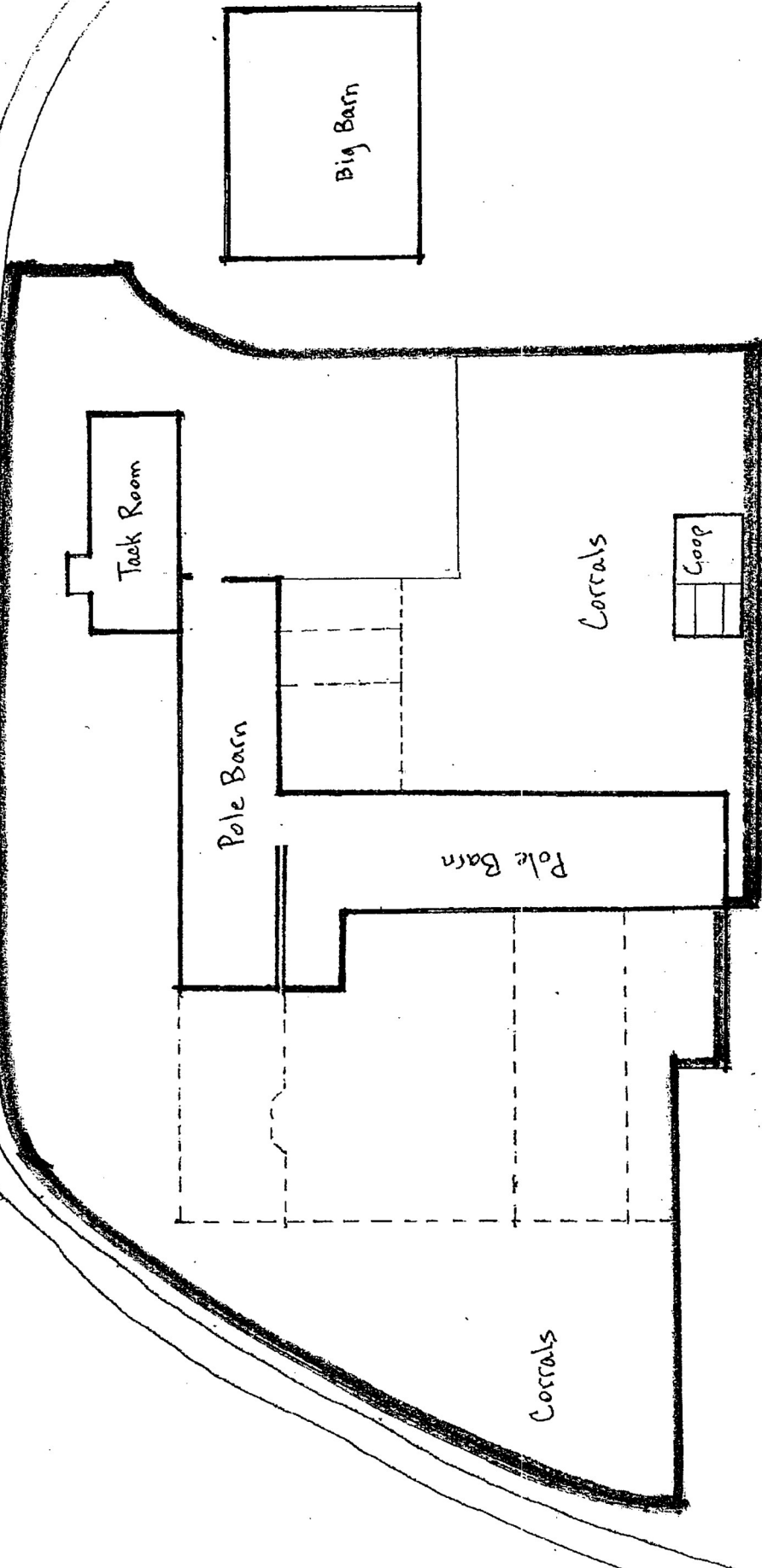
Carl Keene
City Attorney

LESSEE: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: Jake McGuire Date: 2-24-2010
Jake McGuire, Controller
Division of Agriculture & Natural Resources

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Stevens Creek Trail



McClellan Ranch Park
Rolling Hills 4-H Facility Map
Updated 2009

UNIVERSITY OF CALIFORNIA

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SANTA BARBARA • SANTA CRUZ

OFFICE OF THE VICE PRESIDENT --
AGRICULTURE AND NATURAL RESOURCES

OFFICE OF THE PRESIDENT
Division of Agriculture and Natural Resources
1111 Franklin Street, 6th Floor
Oakland, California 94607-5200
March 1, 2010

Donna Henriques
City of Cupertino
Parks & Recreation Department
10300 Torre Avenue
Cupertino, CA 95014-3255

Re: Rolling Hills 4-H Club Lease w/ the City of Cupertino for Use of McClellan Ranch
Park

Dear Ms. Henriques:

I am enclosing three originals of the above-referenced Lease that have been signed by Controller Jake McGuire between the City of Cupertino and the Regents of the University of California. Additionally, I am enclosing a Certificate of Insurance for the City that covers the period September 1, 2009 through August 31, 2014.

Once the City has signed the agreements please return one fully executed copy to me for my files at the address below and one to the Santa Clara County office. If you have any questions or comments, please feel free to contact me at 530 752-7481.

Address: Linda Harris
University of California
Office of Risk Services
Ag Field Station Building
One Shields Avenue
ANR Research and Extension Centers
Davis, CA 95616-8593

Sincerely,

A handwritten signature in cursive script that reads "Linda Harris".
Linda Harris
Risk Services Analyst

Enclosures

No. ANR 378 2009/10
This Certificate is issued to:
 City of Cupertino
 Department of Parks and Recreation
 10300 Torre Avenue
 Cupertino, CA 95014-3265

University of California
 Office of Risk Services
 Ag Field Station Building
 One Shields Avenue
 ANR Research and Extension Centers
 Davis, CA 95616-8593
 (530) 752-7481

UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

This is to certify that the University of California is self-insured for the following coverages:

Type of Coverage	Self-Insured Limits
I. GENERAL LIABILITY: Each Occurrence Products and Completed Operations Aggregate Personal and Advertising Injury General Aggregate (Bodily Injury & Property Damage)	\$1,000,000.00 \$1,000,000.00 \$1,000,000.00 \$1,000,000.00
II. AUTOMOBILE LIABILITY: Vehicles owned, Non-owned and Hired	\$1,000,000.00 each occurrence
III. SPECIAL TERMS & CONDITIONS: 1. The City of Cupertino Department of Parks and Recreation, its officers, agents and employees are hereby named as additional insured but only in connection with ANR 378, a sanctioned Regents activity, conducted through the auspices of Santa Clara County Cooperative Extension 4-H Program for Rolling Hills 4-H Club Ranch for Use of McClellan Ranch Park held during the period September 1, 2009 through August 31, 2014. Specific times, dates and activities which invoke this certificate must be attached to the certificate in order to be covered. This provision shall apply to all claims, costs, injuries, or damages, but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of the Regents of the University of California, its officers, agents, or employees. 2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and Self-Insurance Programs as administered by the University of California, Office of the President, Office of Risk Management, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.	

Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, The Regents of the University of California will give 30 days written notice to the named certificate holder.

DATE ISSUED: March 1, 2010

CERTIFICATES EXPIRES: September 1, 2014



AUTHORIZED SIGNATURE

Linda Harris

Risk Services Analyst

Division of Agriculture & Natural Resources