

CC 05-18-21

#18

Community
Funding Grant
Program

Written Comments

Cyrah Caburian

From: Kiran Varshneya Rohra <kvarshneya@cupertinolibraryfoundation.org>
Sent: Tuesday, May 18, 2021 1:04 PM
To: City Council
Cc: Deborah L. Feng
Subject: 5/18 City Council meeting: CLF proposal to Parks & Rec
Attachments: Item18 for 20210518 Kiran Varshneya Seetha lakshmi Shailendra Jain on CLF proposal.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council Members and City Manager,

On behalf of Cupertino Library Foundation (CLF) I am sending this attached grant request proposal that has already been submitted to Parks & Rec Commission for FY 2021-22 Community Funding Grant Program.

We have sent these slides to the City Clerk for use in the City Council Meeting today, for our public comments for agenda item #18.

My purpose is to give you the main highlights and to say that I am available to answer any questions you may have and provide additional information.

Proposal Title: A virtual Education Platform for Seniors

Main beneficiary: Addressing the needs of our Community, specifically our Seniors, in the order of 150+ seniors.

Main benefits: Addressing the digital-divide experienced by Seniors, by providing courses that help with education, skills development, creativity and social engagement.

Total program budget: \$25K, CLF will provide \$10K

CLF request for funding from the Community Funding Grant Program: \$15K

Leveraging our partnership with the Senior Center, Parks and Rec Commission, this proposal compliments the Cupertino Library resources for Seniors, CLF programs for Seniors like the Film Series, CyberSecurity Series and Wellness Program Series that we run every year.

CLF has chartered a Senior Strategy whereby we are bringing a number of programs and benefits for our Seniors.

In future, when in-person events will be allowed, we can run this program - the courses, in the new Program Room that is a current City investment to provide exactly the benefits the Library Expansion project was undertaken for.

CLF is well experienced and appreciates the partnership with the City, including the Chamber of Commerce, Library Commission, Parks & Rec Commission and the CUSD.

Thank you for your consideration.

Sincerely,

Kiran Varshneya-Rohra

CLF President

kvarshneya@cupertinolibraryfoundation.org

Mobile: 408.621.4078

Cyrah Caburian

From: Seetha Lakshmi <slakshmi@cupertinolibraryfoundation.org>
Sent: Tuesday, May 18, 2021 10:54 AM
To: City Clerk
Cc: Kiran Varshneya-Rohra; Shailendra Jain
Subject: Document for Agenda item #18 at 05/18/2021 city council meeting
Attachments: Item18 for 20210518 Kiran Varshneya Seetha lakshmi Shailendra Jain on CLF proposal.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi,

The three of us (1. Kiran Zewlri}eVslve\$2Wiixle\$eowlq m\$rh\$2Wlenirhve\$Nem-\$ syn\$po\$
 xli\$exeglin\$PDF document to be displayed when we are called on to speak at tonight's meeting. Please call us in that order. Let me know what the procedure is for raising our hands.

Also, let me know if you have trouble opening the attachment.

thanks,

-seetha

Seetha Lakshmi, PhD

Board Member, Cupertino Library Foundation

(408)857-0650

slakshmi@cupertinolibraryfoundation.org

CLF proposal for funding request: A Virtual Education Platform for Seniors



Kiran Varshneya Rohra, MS, MBA

Cupertino Library Foundation, President



*My comments today reflect my position as the President of the Cupertino Library Foundation.

CLF Model

PARTNERSHIPS:

Partnership leveraging Senior Center, Cupertino Library, Chamber of Commerce and funded by Cupertino City Parks & Rec Commission.

- Partnership with local non-profits
- Partnership with Sponsors like the Forum Health Fund
- Partnership with the Platform provider: GetSetUp

SUSTAINED BENEFITS TO THE COMMUNITY:

Addressing the digital-divide experienced by Seniors.

Providing courses that help with:

- Education, skills development and creativity.
- Engagement and social interaction.
- Health and Wellness.

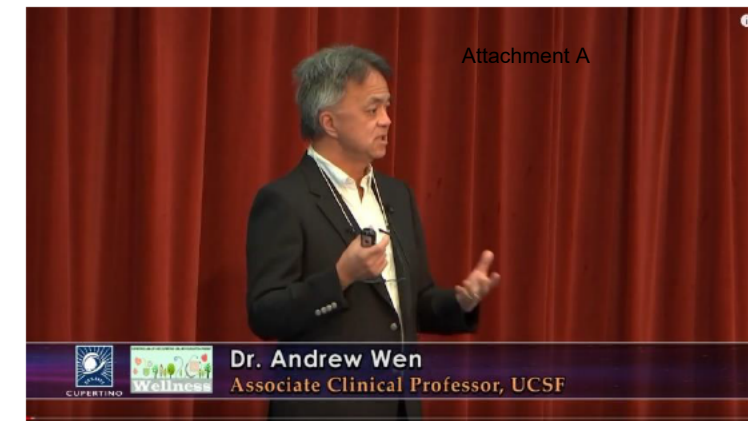
HIGHLY QUALIFIED BOARD:

- 11 Members with diverse background and professions.
- Strong project execution.
- Answerable to sponsors.



CLF Programming in 2020 -2021

- Wellness Series
 - Andy Wen, Ron Sinha.
- Classic Film Series (Hitchcock)
 - 1st film then COVID-19 restrictions
- Chamber of Commerce Education Series (5 events)
- Biggest S4 yet;
 - S4: Super Summer Science Search Contest
- Writing Workshop
- Laughter Yoga (6 sessions)
- Senior Series: CyberSecurity (3 sessions with Stanford Scholars, Industry expert, and County Sheriff)
- Virtual Townhall with City Manager on Covid-19-Vaccination
- Questionnaires for City Council Candidates



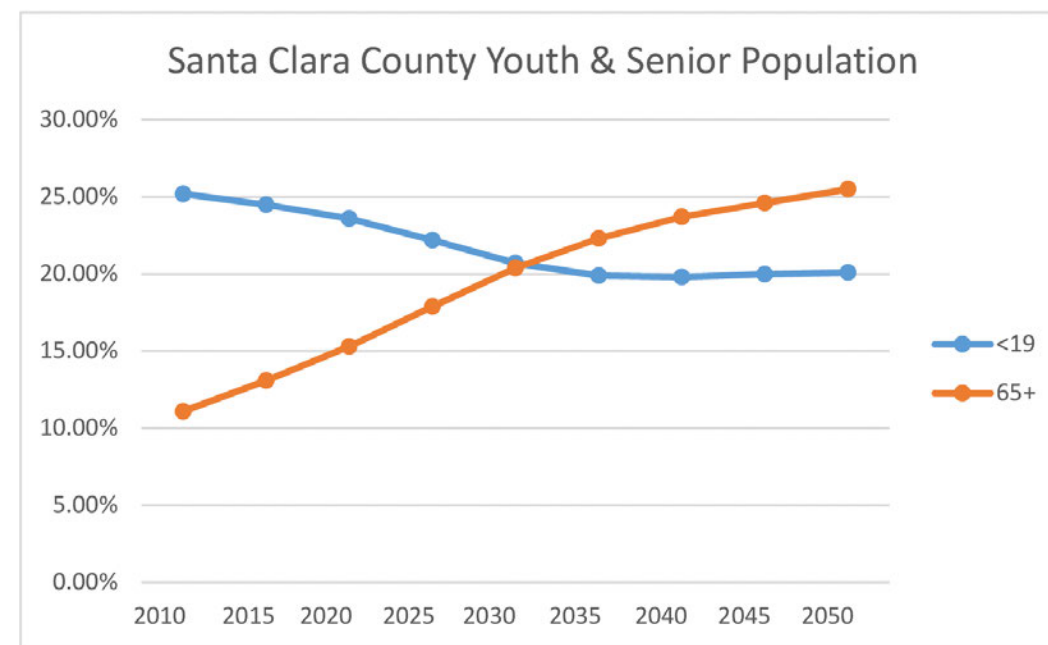
City Council Candidate Questionnaire, 2020:

Prompt: What do you see as the needs of our senior community in terms of information or programs they can benefit from? And how do you see the role of the library and hence CLF to be championing that.

S. Scharf: "Technology education."

Kitty Moore: "see how important it is to provide the Zoom meetings and to provide a way to facilitate discussion. The library could provide sessions which allow the participants to see one another and have Q & A sessions and other valuable interactive meetings among diverse ages. This would require some coordination but could really provide some opportunities for thoughtful engagement on various subjects".

Hung Wei: "keeping seniors engaged will prevent them from feeling useless or even depressed. The Library is an ideal place to provide both, a place where seniors can give back to the community and at the same time, continue to learn new skills and new hobbies."



Thank You!



Q/A



*My comments today reflect my position as the President of the Cupertino Library Foundation.

CLF proposal for funding request: A Virtual Education Platform for Seniors



Seetha Lakshmi, PhD

Cupertino Library Foundation, Board Member



*My comments today reflect my position as a Board Member of the Cupertino Library Foundation.

COMMUNITY NEED

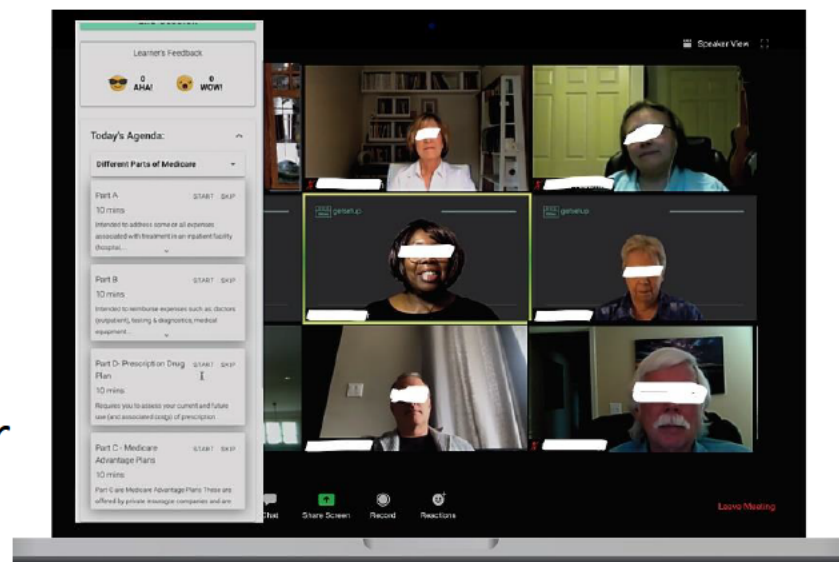
- By 2034, there will be more seniors than youths in USA
- Just like physical fitness, **life-long learning** and **interactions with peers** are crucial for the **wellbeing** of older adults
- Pandemic has led to limited offerings from Senior Center and Library
- **Digital Divide** is a serious problem for a portion of older adult population
 - Economic reasons, training, skills, and experience
- Need options for meaningful engagement and opportunity to socialize
- Results from surveys conducted during CLF's 2020 Senior webinar series show **strong demand for a program** like the one proposed here



Cupertino Library Foundation's GetSetUp Program

A Free Virtual Education Platform for Older Adults 55 and over for 1 Year

- Daily classes/sessions on digital literacy, as well as enrichment focused subjects
- 150+ different sessions to keep learners engaged
- Live Interactive Group Sessions
 - Taught by older adult educators
 - Small group of peers
 - Fun and interactive learning
 - Build an online community
 - Class notes and video for review later



Program Benefits

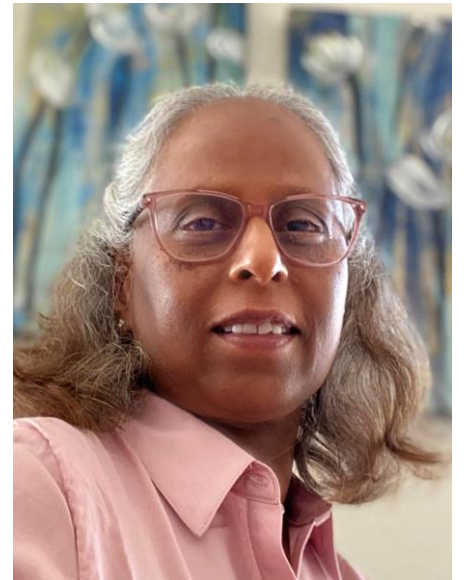
- Empowers and builds confidence in older adults to “Age in Place”
- Promotes continuous learning and neuroplasticity
- Teaches new skills for those wanting to achieve specific goals
- Creates a sense of community
- Fosters making new friends/connections with peers
- Increases socialization and reduces isolation and loneliness
- Digital literacy will be a valuable skill for seniors even beyond the pandemic
- Opportunity to become an instructor/guide to teach other older adults and get paid
- Members stay healthy, productive, and connected



Thank You!



Q/A



*My comments today reflect my position as a Board Member of the Cupertino Library Foundation.

CLF proposal for funding request: A Virtual Education Platform for Seniors



Shailendra Jain, PhD

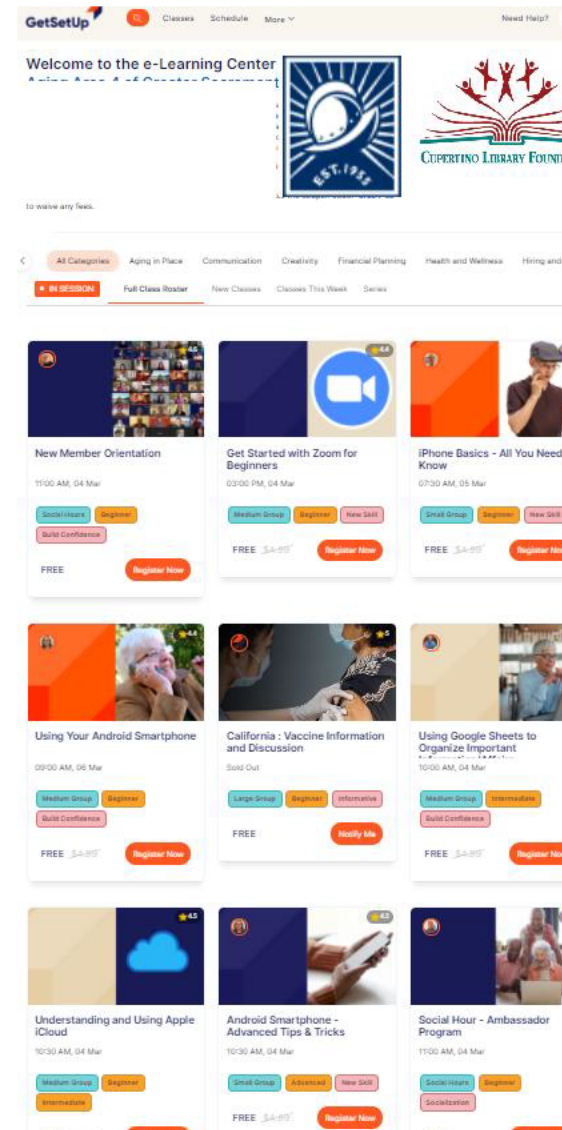
Cupertino Library Foundation, Board Member



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CATEGORIES OF CLASSES/SESSIONS

- Aging in Place
- Technology – Devices
 - Smart phone, Tablet, Alexa, etc.
- Apps
 - Personal services apps - to order food, groceries, prescriptions, rides, etc.
 - Financial services apps – online banking, Paypal, Venmo, Zelle
- Communication Tools
 - Zoom, Gmail, Facebook, Whatsapp, Social Media
- Small Business Tools
- Health and Wellness
- Travel & Entertainment
- Virtual Social Hours
- Custom Courses



Aging in Place (select few classes: examples)

- Earth day Celebration with Your Grandkids
- Boredom Busters – For Seniors
- How to make extra Income from Your Home
- Beyond Failure – Using Failure for New Beginnings
- Ageless Grace: exercises for the Body and Mind
- Great Spring Meals in 30 Minutes or less
- Count your Blessings
- Introduction to Organizing and Managing your Affairs
- Dementia: Conquering the Challenges of caregiving
- Importance of Health care Advocate



Health and Wellness (select few classes: examples)

- Morning Fitness – Fitness Combo
- Stretch and Destress Yoga
- Qigong for Beginners
- Natural Remedies
- Coping with Stress Using Music & Movement
- Plant-based eating
- Strengthen & Stretch with Slow Flow Yoga
- Get Moving with Line dancing.



Financial Planning (select few classes: examples)

- Financial Fitness: Budgeting Basics
- Live or Retire Abroad - Finances and Costs
- Healthy Meals on a Budget
- Financial Protection for Older Adults with Lisa Schifferle and Kate Kramer
- Get Set Up with Today's Ride Services
- Understanding Medicare Costs
- Ideas for reducing expenses
- Financial Fitness: Intermediate Budgeting



Social Media (select few classes: examples)

- Stay Connected with Friends & Family
- Introduction to Facebook
- Advanced Features of Snapchat
- Exploring Your Crafts and Hobbies through Social Media
- All about Privacy on Facebook
- Twitter: What It Is & How It Works
- Facebook Messenger - How It Works & Why Use It
- Share Photos on Instagram - Why it's so Popular



Thank You!



Q/A



*My comments today reflect my position as a Board Member of the Cupertino Library Foundation.

Cyrah Caburian

From: Sonja Cook <sonjalocook@gmail.com>
Sent: Tuesday, May 18, 2021 11:55 AM
To: City Council
Subject: Funding for Cupertino Museum

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Sirs,

I strongly urge you to retain the funding for the Museum. It bears the City's name and other smaller cities around, such as Saratoga, each have their own Museum because their cities care about preserving the history of their City. I hope Cupertino will feel the same way.

With so many people now living here who do not know the history of the area, I feel it is imperative to make that history available. That lack of understanding was revealed when Vallco's name was changed to Cupertino Square for a while. They probably did not know the origin of the Vallco name.

I co-ordinate the Traveling Trunk program. In a "normal" year we present our program to around 700 school children and adults. This program has been running with volunteers for many decades. The teachers are so happy to have us tell their students what life was like around 1900 - without many of the amenities they take for granted now. The children are amazed one could manage without electricity or even running water. They often send notes with pictures of their favorite items from our collection.

Preserving history helps all the residents and puts the modern Cupertino in perspective.
Please retain the funding for YOUR Museum.

Regards, Sonja Cook

Cyrah Caburian

From: Darryl Stow <darryl_s@pacbell.net>
Sent: Tuesday, May 18, 2021 1:23 PM
To: Darcy Paul
Subject: Cupertino Historial Society Funding

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Darcy Paul:

Darcy,

I understand at this evening's Council meeting you will be discussing the Parks and Rec Commission's funding recommendations, including support for the Cupertino Historical Society. I believe the Society is currently funded by the City as a line item, but there is consideration on the Council to put us back in the Community Funding Grant Application Pool. As the apparent president-elect of the historical society for the next term of office, I have a very personal interest in keeping us as a line item for these reasons:

- We are the only organization of its kind in Cupertino; a Legacy organization.
- We provide valuable services to the City of Cupertino and have since 1966.
- We are established, responsible and garner good-will in the community.
- We provide intergenerational learning and service opportunities.
- Our collection has been the basis of several recently-published books by local historians.
- We are the unofficial archive of the city—we store and care for all of the city's founding documents, etc.
- Compared to other historical societies and museums in the area, the City's \$20K funding is quite small.
- We operate the only museum in the city.
- Our Traveling Trunk team is well-loved and we (in a normal year) give many presentations to local schools and community organizations.
- We are committed to telling an inclusive story of Cupertino.
- All of our programming and events are FREE and open to the public.

Just as the City needs steady tax revenues to maintain city services, our historical society needs a steady flow of revenues to achievement our mission, as outlined above. Grants for projects just won't get the job done for our organization.

So, I would ask that you give strong consideration to supporting Cupertino Historical Society's request to remain a line item in the City's budget and encourage your peers on Council to do the same.

Thank you,

Darryl

-

Cyrah Caburian

From: Darryl Stow <darryl_s@pacbell.net>
Sent: Tuesday, May 18, 2021 1:40 PM
To: Kitty Moore
Subject: Cupertino Historical Society Funding

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Council Member Kitty Moore:

Kitty,

I understand at this evening's Council meeting you will be discussing the Parks and Rec Commission's funding recommendations, including support for the Cupertino Historical Society. I believe the Society is currently funded by the City as a line item, but there is consideration on the Council to put us back in the Community Funding Grant Application Pool. As the apparent president-elect of the historical society for the next term of office, I have a very personal interest in keeping us as a line item for these reasons:

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Thank you,

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Thank you,

Darryl Stow

Cyrah Caburian

From: Darryl Stow <darryl_s@pacbell.net>
Sent: Tuesday, May 18, 2021 1:37 PM
To: Jon Robert Willey
Subject: Cupertino Historical Society Funding

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Council Member Jon Robert Willey:

Jon,

I understand at this evening's Council meeting you will be discussing the Parks and Rec Commission's funding recommendations, including support for the Cupertino Historical Society. I believe the Society is currently funded by the City as a line item, but there is consideration on the Council to put us back in the Community Funding Grant Application Pool. As the apparent president-elect of the historical society for the next term of office, I have a very personal interest in keeping us as a line item for these reasons:

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Thank you,

Darryl Stow

Cyrah Caburian

From: Darryl Stow <darryl_s@pacbell.net>
Sent: Tuesday, May 18, 2021 1:32 PM
To: Liang Chao
Subject: Cupertino Historical Society Funding

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Vice Mayor Liang Chao:

Liang,

I understand at this evening's Council meeting you will be discussing the Parks and Rec Commission's funding recommendations, including support for the Cupertino Historical Society. I believe the Society is currently funded by the City as a line item, but there is consideration on the Council to put us back in the Community Funding Grant Application Pool. As the apparent president-elect of the historical society for the next term of office, I have a very personal interest in keeping us as a line item for these reasons:

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So, I would ask that you give strong consideration to supporting Cupertino Historical Society's request to remain a line item in the City's budget and encourage your peers on Council to do the same.

Thank you,

Darryl Stow

Cyrah Caburian

From: Rhoda Fry <fryhouse@earthlink.net>
Sent: Tuesday, May 18, 2021 4:23 PM
To: City Council; City Clerk
Cc: Deborah L. Feng; Roger Lee; City of Cupertino Planning Commission
Subject: Comment - City Council May 18, 2021 Agenda Item #18 Community Funding Grant Program
Attachments: Historic Snyder Hammond House Lehigh Cupertino Historical Society with A....pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Rhoda Fry, Cupertino Citizen

May 18, 2021

Comment - City Council May 18, 2021 Agenda Item #18 Community Funding Grant Program

Honorable City Council Members:

In the year 2000, for the sum of \$1, the Cupertino Historical Society purchased the Snyder-Hammond home, built in 1881. It is the oldest home in Cupertino. Since 2012, the Cupertino Historical Society has leased the home to Lehigh for the sum of approximately \$120K, with the promise to keep it empty even though it had been lovingly maintained and lived in by a family. Why? According to the attached documents, if the home was unoccupied, Lehigh could avoid installing modern pollution equipment. It is ironic that the home of its original owner, County physician Dr. Hammond, who was Santa Clara County's Dr. Sarah Cody of his day, became uninhabitable due to health risks created by Lehigh and enabled by the Cupertino Historical Society. The Cupertino Courier touted the lease as an opportunity to "save" the home, yet after 20 years of ownership, not only has the home fallen into disrepair, but there isn't even a historic plaque recounting its fascinating history. The home was built by Snyder's father, a California pioneer who discovered gold at the Scott River and figured out how to grow wheat locally without irrigation. You can find more information in the attached document.

According to tonight's council packet, the Cupertino Historical Society has also received an additional \$70,000 from the City of Cupertino over the past four years. With all of this income, the Cupertino Historical Society has been unable to abide by the City of Cupertino's General Plan policies for maintaining our precious historic sites. Additionally, I am confused that the Historical Society would need to ask the City for insurance money for the Snyder-Hammond home, when it would seem more logical to have the insurance budget come out of its rental income of said property. Perhaps the Cupertino Historical Society needs guidance in managing its money. It doesn't seem like pouring money into this organization has helped it to maintain one of Cupertino's most precious assets. Please also keep in mind that the Open Space District is seeking to create an entrance to Rancho San Antonio from Stevens Creek Blvd and the Snyder-Hammond house would be the first thing that visitors would see. Let's not make it a monument to bad governance. Please make sure that the Snyder-Hammond home is spared.

Instead of writing a blank check to the Cupertino Historical Society, would the City be able to help the Cupertino Historical Society repair the home to its former glory and install a plaque?

Thank You for doing what you can to preserve Cupertino's history.

Rhoda Fry

**Instead of Requiring Modern Pollution Controls
Santa Clara County Conditions of Approval for Lehigh Cement
Removes Residents from the Oldest Home in Cupertino**

In 2000, the Cupertino Historical Society acquired the oldest home in Cupertino, the historically-important 1881 Snyder Hammond House, with a caretaker (see page 4 for Snyder Hammond family history). A historical organization taking over this home was welcome news: *Cupertino Historical Society saved the last of the old Cupertino area Victorian era homes from demolition by purchasing it from the Catholic Diocese of San Jose for \$1.00* (see page 5 for article). The sale of the home was included in the land sale package of the Oak Valley housing development, adjacent to Rancho San Antonio. Following nearly two decades of ownership, the Cupertino Historical Society has neither installed a plaque at the home nor featured a permanent story about it on their website. On at least one occasion, the home's caretaker gave a talk at one of their events.

Around 2006, the Permanente Quarry, owned by HeidelbergCement Group, Germany, began dumping mining overburden near the historic Snyder Hammond House (see photo page 4) on top of the former headquarters of Permanente Metals (later Kaiser Aluminum) where, in the past, employees would take their families to picnic on weekends. Photos demonstrate that the company started by Henry J. Kaiser was very proud of its headquarters (attached). The buildings were badly damaged during a suspicious fire on April 26, 1993.¹ The mining overburden formed a permanent artificial mountain of mining waste now known as the EMSA, the East Materials Storage Area. This new mountain is visible when entering Rancho San Antonio Preserve and from Cupertino's main street, Stevens Creek Blvd. The EMSA has been the subject of lawsuits, including one between the Midpeninsula Regional Open Space District and Santa Clara County. Among the Open Space District's concerns, the County had allowed construction of the EMSA, which now generates water pollution,² without the benefit of planning.³ The Open Space District⁴ and Water Boards⁵ have since requested better selenium water pollution measures.

The December 2011 Lehigh Reclamation Plan described air quality problems from its Permanente Quarry.⁶ Since the oldest home in Cupertino became the most impacted residence by air pollution, Lehigh expressed interest in having the occupied historic home empty in order to continue running polluting equipment in lieu of installing modern pollution controls. Because the Cupertino Historical Society had Lehigh Hanson personnel as its members, this plan was feasible. Thus, the County Final Conditions of Approval (COA) provide either evidence of Lehigh installing modern pollution equipment (COA 43, 44) or vacating the Cupertino home (COA 45).⁷ These COAs have been continuously memorialized as recently as the 2018 Lehigh Permanente Quarry Reclamation Plan Amendment Conditions of Approval Compliance Annual Report Information Package (see Annual Report page 12, footnote 2). The full text of the relevant 2012 Final COAs are on the following page.⁸

¹ Cronk, Michael. "Cement Plant Fire Raises Plume of Smoke," San Jose Mercury News, April 28, 1993

² Water testing results at end of 2018 Lehigh Annual Report sccgov.org/sites/dpd/DocsForms/Documents/2250_AR6.pdf

³ August 13, 2014 Midpeninsula Regional Open Space District board meeting agenda provides a lawsuit summary openspace.org/CGI-BIN/agendas_minutes/2014.08.13.Lehigh_settlement_R_14-98.pdf

⁴ Letter from Open Space District requesting improved selenium pollution abatement at EMSA sccgov.org/sites/dpd/DocsForms/Documents/2250_PC_20160728_Item5_Supplemental_MROSD.pdf

⁵ San Francisco Bay Regional Water Quality Control Board. "Revised Water Code Section 13267 Technical Report Order Requiring Submittal of Information on Selenium Concentrations in the Permanente Plant Discharges and in Permanente/Stevens Creeks," April 26, 2017, waterboards.ca.gov/sanfranciscobay/water_issues/hot_topics/Lehigh/update/Revised_Water_Code_Section_13267_Technical_Report_2017_04_26.pdf

⁶ December 2011 Lehigh Permanente Quarry Reclamation Plan Amendment Environmental Impact Report State Clearinghouse No. 2010042063, section 4.3, Air quality, pdf p 38 sccgov.org/sites/dpd/DocsForms/Documents/Lehigh_DEIR_201112_Ch4_03_AirQuality.pdf

⁷ Final Conditions of Approval Approved by Planning Commission, June 7, 2012 and modified by the Board of Supervisors on June 26, 2012 FILE NUMBER 2250-13-66-10P-10EIR (M1): COA 43 – 45, pdf p12 sccgov.org/sites/dpd/DocsForms/Documents/Lehigh_20120607_COA_Final.pdf

⁸ Final Conditions of Approval Approved by Planning Commission, June 7, 2012 and modified by the Board of Supervisors on June 26, 2012 FILE NUMBER 2250-13-66-10P-10EIR (M1), COA 43 – 45, pdf p 9 sccgov.org/sites/dpd/DocsForms/Documents/Lehigh_20120607_COA_Final.pdf

2012 Lehigh Reclamation Plan Amendment Final Conditions of Approval 43 – 45:

43. Within 90 days of final RPA approval, the Mine Operator shall submit to the County and BAAQMD a comprehensive inventory of all RPA-related off-road construction equipment expected to be used during any portion of the RPA period. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughout for each piece of equipment. The inventory shall be updated and submitted annually to the Planning with the Annual Report, throughout the duration of the RPA. (Implements Mitigation Measure 4.3-3a).

44. Within 90 days of final RPA approval, the Mine Operator shall provide a plan for approval by the Planning Manager and BAAQMD demonstrating that off-road equipment to be used for Reclamation of the EMSA would achieve an average 35 percent reduction in Diesel Particulate Matter (DPM) emissions compared to the proposed fleet described in the ALG report (Ashworth Leininger Group, December 13, 2011) during RPA Phase I. The plan shall be updated and submitted annually to the Planning Manager, with the Annual Report each year throughout the duration of the RPA. Options for reducing emissions may include, but are not limited to:

- a. Using newer model engines (e.g. engines that meet US EPA interim/final Tier 4 engine standards).
- b. Use of Retrofit Emission Control Devices that consist of diesel oxidation catalysts, diesel particulate filters, or similar retrofit equipment control technology verified by CARB (www.arb.ca.gov/diesel/verdev/verdev.htm)
- c. Use of low emissions diesel products or alternative fuels;
- d. Use of alternative material handling options (e.g. conveyor system); or other options as may become commercially available and verifiable. (Implements Mitigation Measure 4.3-3b).

45. In lieu of Condition No. 43 and No. 44 (Mitigation Measures 4.3-3a and 4.3-3b), the Mine Operator may submit within 90 days of the RPA approval evidence establishing to the Planning Manager's satisfaction that there are legally binding restrictions precluding any occupancy of the caretaker's residence located at 2961 Stevens Creek Boulevard, Cupertino (APN 342-63-003) during the entirety of Phase I of the Project. (Implements Mitigation Measure 4.3-3c).

COA #45 was selected and the Cupertino Historical Society removed the caretaker and his family from the historically-significant 1881 Snyder Hammond house, the oldest residence in Cupertino. In late 2012, the County received a copy of the lease demonstrating the home's vacancy (attached, the author is presently unable to find the link to it on the Santa Clara County website) and the San Jose Mercury News described the transaction as bringing new life to one of Cupertino's oldest homesteads (see article page 6). Note that both the COA and the lease list the wrong street address, 2961 rather than 22961.

The City of Cupertino General Plan refers to the Snyder Hammond House on its Historic Resources Map and as the second of thirteen Historic Site photographs with the address of 22961 Stevens Creek Blvd. Additionally, the General Plan has three policies pertaining to historic sites, LU-6.1, LU-6.2, and LU-6.3. Policy LU-6.2 states: "Projects on Historic Sites shall meet the Secretary of Interior Standards for Treatment of Historic Properties."⁹ These standards are described on the National Parks Services U.S. Department of the Interior web page: nps.gov/tps/standards.htm.

Having a home unoccupied is never a good idea and the home's vacancy enabled the subsequent demise of Cupertino's Historic Site, removed an affordable home from Cupertino housing inventory, and exposed Cupertino citizens to more pollution. The lease agreement stipulates that the tenant is required to take care of the property but the tenant has allowed it to be vandalized. Finally, the Cupertino Historical Society has failed to maintain the home under Cupertino General Plan Policies and other ordinances. The City of Cupertino should intervene.

⁹ Cupertino General Plan, Historic Resources Map (item #2, page LU-26, pdf page 78), Hammond House photograph and address (page LU-27, pdf page 79), Land Use Policies LU 6.1 – 6.3 (page LU-24, pdf page 76) 64.165.34.13/WebLink/ElectronicFile.aspx?docid=566706&dbid=0&repo=CityofCupertino

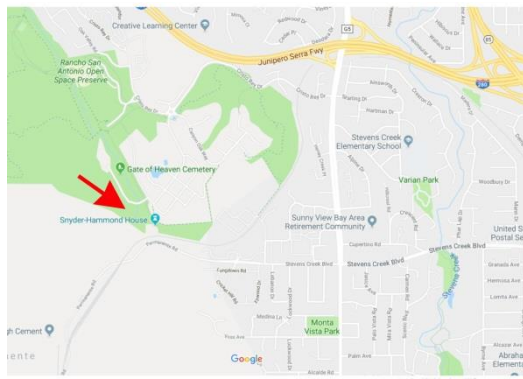
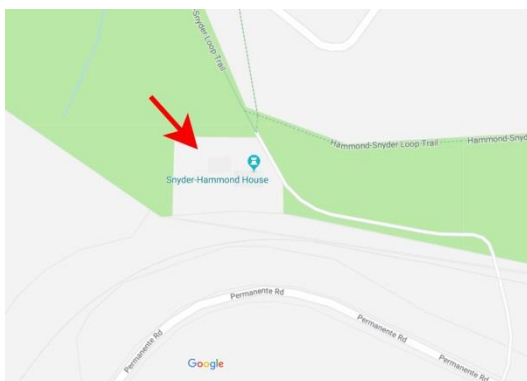
Location of the Snyder Hammond House and More Information



Historic 1881 Snyder Hammond House (Google Earth)

This page provides images of the setting of the Snyder Hammond House and is followed by:

- a) History of the Snyder Hammond House
- b) 2001 Article: Announcing the Purchase of the Oldest Home in Cupertino
- c) 2012 Article: Lehigh “saves” historic house
- d) Photos of historic setting (no page numbers)
- e) Lease agreement that satisfies Condition of Approval (no page numbers)

General location 280 x Foothill
(Google Maps)

close-up map view (Google Maps)

Assessor's Parcel: APN 342-63-003

Site Address: 22961 Stevens Creek Bl
Cupertino CA 95014

Jurisdiction: Incorporated (Cupertino)

Recorded Size: 1 acres

Source: sccplanning.org/gisprofile/

Notice the Hammond Snyder Loop Trail. John Snyder's home was nearby and his daughter's home is called the Snyder Hammond home. On older maps, the road adjacent to the house is called St. Joseph Avenue. Earlier assessor maps list the address as 10185 N. Stelling Road (the address of the Cupertino Historical Society).

History of the Snyder-Hammond House and Family



Home While Occupied



Mountain of Mining Waste Behind Home

In 1881, John Snyder (1828 – 1901), built this home on his ranch for his daughter Martha and her husband Dr. W. H. Hammond. John Snyder purchased the ranch in 1861 and it originally had over 1200 acres. It was located 4 miles from Mountain View Station (in the area that we now know has Rancho San Antonio). Snyder moved west in 1849 and accidentally discovered the Scott River and gold while searching for his lost ponies. In 1855 he married Martha Kifer (John Kifer's daughter, a name you might recognize from Kifer Road). John and Martha had five children:

- Sarah Ann (who married William Foss);
- Arthur J. a Mountain View orchardist;
- John H.;
- Martha B (who married Dr. Hammond and lived in the house shown above. They had one daughter Muriel who married Raymond Haynes); and
- Letitia (who married E. F. Kendall, a Los Altos orchardist, well known for being on the railroad line).

John Snyder's 1862 grain crop was the first to be raised in the county and he did it without irrigation; he inspired others to do the same. He also grew prunes and owned other properties.

John's daughter Martha, also known as Mattie, was born at "Hillside," Permanente Creek, Mountain View. Martha's husband, Dr. W. H. Hammond graduated from medical school in 1879 and practiced medicine for a year in Hawaii. Hammond had taught school until he had sufficient funds to attend medical school at the University of the Pacific in San Francisco (later, the school later changed names to Cooper Medical College and eventually became part of Stanford University). For two terms, he was County Physician for the county of Santa Clara. He also had other business interests such as owning orchards and other real estate.

Biographical References:

John Snyder:

santaclararesearch.net/SCBIOS/jsnyderpen.html

santaclararesearch.net/SCBIOS/jsnyder.html

Martha Kifer: John Snyder's wife (no bio links)

Martha Hammond, John and Martha's daughter, who lived in the house shown

santaclararesearch.net/SCBIOS/mbhammond.html

Dr. W. H. Hammond, Martha's husband

santaclararesearch.net/SCBIOS/whhammond.html

Mrs. Letitia Pearl Snyder Kendall, John Snyder's daughter

santaclararesearch.net/SCBIOS/lpkendall.html

William Foss, Sarah's husband, Principal of the public school at Mountain View in 1875.

santaclararesearch.net/SCBIOS/fremontalleybios.html

Arthur J. Snyder, a Mountain View orchardist and John H. Snyder, were John's sons.

E. F. Kendall, Letitia's husband, a Los Altos orchardist.

santaclararesearch.net/SCBIOS/efkendall.html

Mrs. Sarah Foss, John Snyder's Daughter

santaclararesearch.net/SCBIOS/safoss.html

Announcing the Purchase of the Oldest Home in Cupertino
Palo Alto Stanford Heritage, Summer 2001
pastheritage.org/Images/News/2001%20news/2001SummerWeb.pdf

RESCUING CUPERTINO'S OLDEST VICTORIAN-ERA HOME

Within the last year, our neighboring Cupertino Historical Society saved the last of the old Cupertino area Victorian-era homes from demolition by purchasing it from the Catholic Diocese of San Jose for \$1.00. The Diocese had sold most of the land around the home, the former St. Joseph's Seminary, to a housing developer, and the house would have been turned over to the developer as well and demolished without the agreement reached with the Historical Society.

According to Ethel Worn, Executive Director of the Cupertino Historical Museum, the Snyder-Hammond House, dating from 1881, was a wedding present from John Snyder to his daughter, who married a Dr. Hammond in the late 19th century. Mrs. Worn reports that John Snyder came to this area in 1840 and moved to the local foothills to farm. Members of the Hammond family lived in the home until 1920, after which it was owned by another family who rented it until recent years as a ranch house amid their large farming operation in the Cupertino foothills. The house, which

was once part of Snyder's vast ranch of over 1200 acres, perches near the top of a hill and has an unobstructed view of the whole Santa Clara Valley.

The Cupertino Historical Society was able to buy one acre of property along with the home. Visible from the upper roads of the Gate of Heaven Cemetery near Rancho San Antonio County Park and Open Space Preserve (off Foothill Blvd. and Cristo Rey Dr.), the house is structurally sound and in good condition. The Historical Society has earmarked funds and is seeking another grant to be able to perform a seismic retrofit on the dwelling.

Future dreams of the Historical Society for the Snyder-Hammond House include its use as an interpretive center or an extension of the Society's Cupertino Historical Museum. Although one can-

not visit at present, we will announce through this newsletter any word we receive that the home will be open to the public. There is the distinct possibility that the area around the house will be incorporated into county park land or an open space preserve in the future, with a trail running close to the house.



Snyder Rancho



Snyder Rancho

Meanwhile, the public can visit the Cupertino Historical Museum from Wednesdays through Saturdays, 10 a.m. to 1 p.m., at the Quinlan Community Center, 10185 N. Stelling Road, Cupertino, (408) 973-1495. The current exhibit, To Have and to Hold, features artifacts in the museum's permanent collection. It includes: memorabilia from the original Picchetti Ranch, a kitchen area where kids can try to identify the uses for historic kitchen tools, items from the old Cupertino Store and San Antonio School (one of the oldest grammar schools still standing in the Valley) and vintage clothing worn by residents of this region.

Marilyn Bauriedel

Announcing the Rental of the Oldest Home in Cupertino to Lehigh (now the home is in disrepair)
mercurynews.com/ci_22095004/partnership-restores-saves-cupertinos-snyder-hammond-house

Partnership restores, saves Cupertino's Snyder-Hammond house
Matthew Wilson | Bay Area News Group November 29, 2012 at 1:05 pm

New life has been given to one of Cupertino's oldest homesteads. The Cupertino Historical Society and Lehigh Southwest Cement have a long-term agreement to use the old Snyder-Hammond house as a storage location for artifacts from the days when Henry Kaiser presided over cement manufacturing in the Cupertino foothills.

The historical society wrote in its latest edition of The Cornerstone newsletter that the house is Cupertino's oldest remaining farmhouse. The agreement between Lehigh Cement and the historical society began in mid-September.

The house was purchased by the historical society from the Catholic Diocese of San Jose in 2002 for just \$1 to save it from being razed during the Oak Valley development in the northwest Cupertino foothills, according to the newsletter. Since that time, the home was under contract with a caretaker and his family.

The home was becoming increasingly uninhabitable, and the historical society does not have the money to upgrade the property and make repairs for public use, according to the newsletter. The society instead chose to partner with Lehigh on the condition that the house only be used for storage of Kaiser historical artifacts.

"Lehigh and Hanson before us have always supported the historical society. We've always had a close relationship," said Sandra James, Lehigh's community affairs director and a longtime community volunteer and former mayor. "We needed a place to store our historical artifacts, and they have this wonderful building. The possibility is here for a good partnership."

As compensation, Lehigh donated funds that equate to approximately \$1,100 a month for the next nine years. The historical society will still be able to store some of its own items in the house and use it for special events. There have also been tentative plans over the years to relocate the home if enough donations are gathered.

In 2009 and parts of 2010, the historical society's mini-museum at the Quinlan Community Center included a display featuring artifacts and historical accounts of Kaiser's era at what is now Lehigh Cement. Many of the artifacts from that display will be housed in the Snyder-Hammond house.

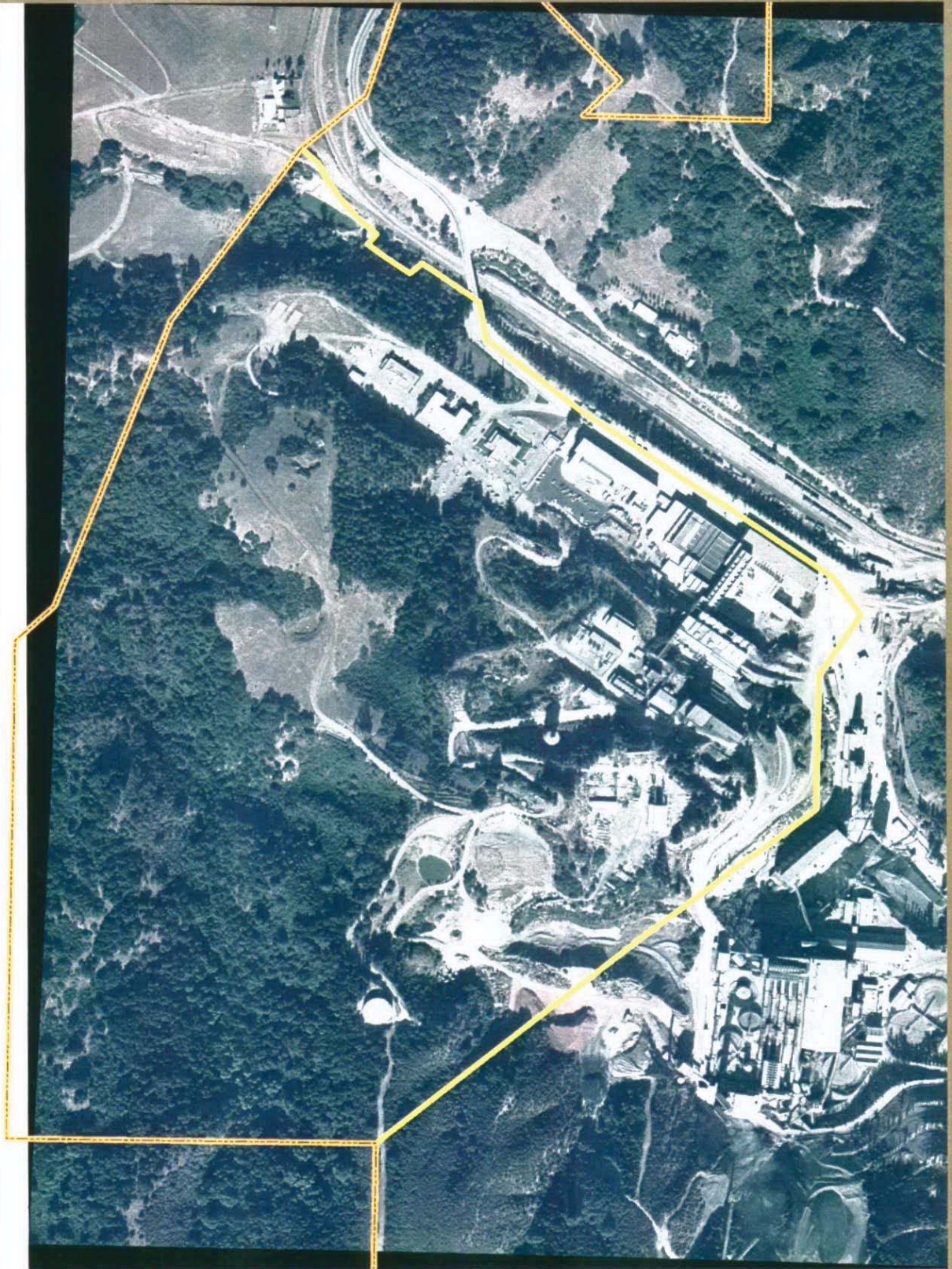
Lehigh Cement has plenty of regional history in its own right. Nearby Permanente Road has been there since the late 1890s and mining at the site dates back to that era.

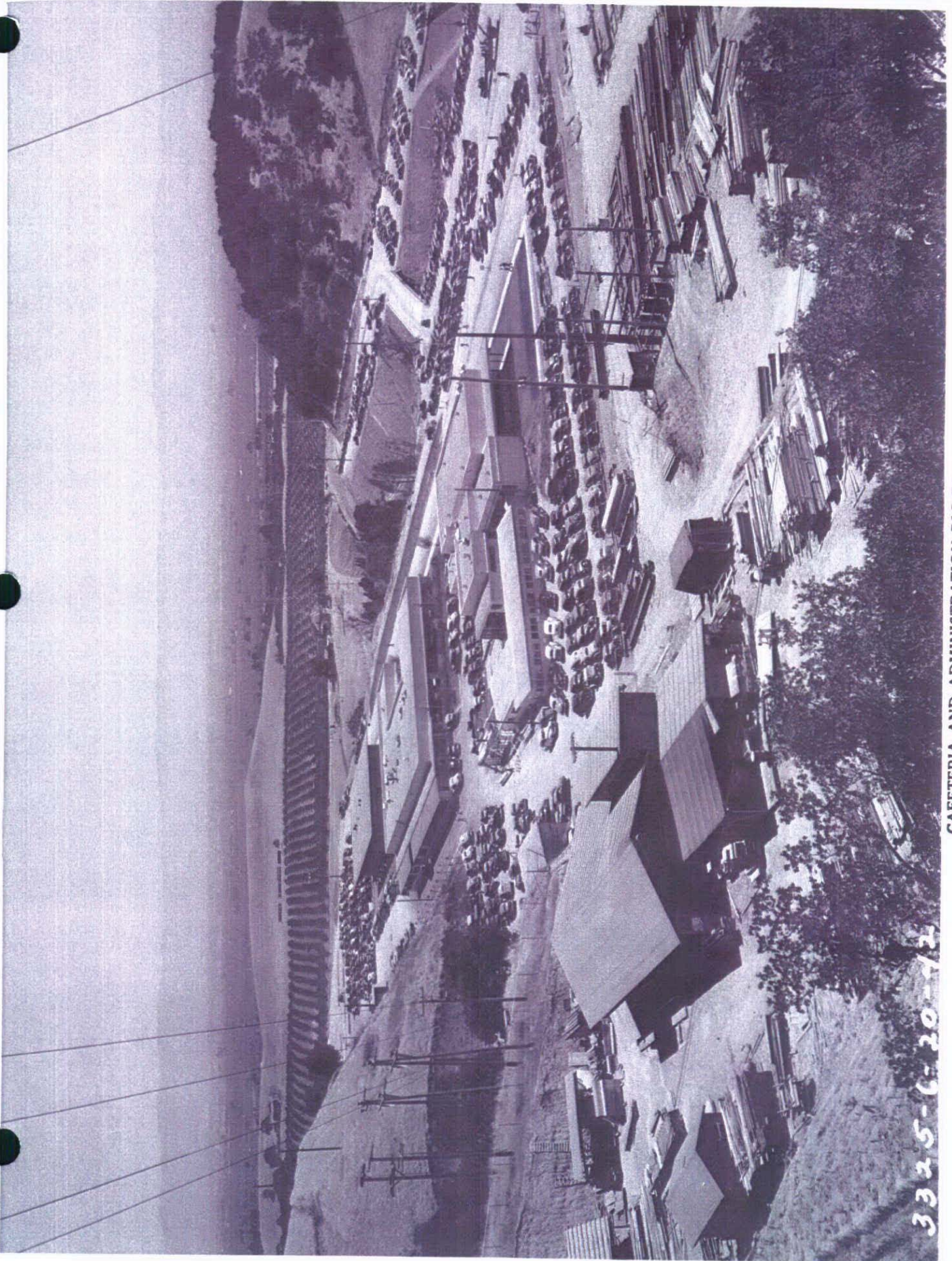
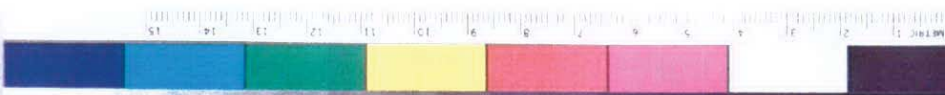
Cement production began just before World War II. The facility was owned by Hanson Permanente and Kaiser Cement Corporation before becoming part of the Heidelberg Cement Group in 2007.

1942



1974





CAFETERIA AND ADMINISTRATION BLDGS.,
PERMANENTE METALS LABORATORY, ALSO PARKING AREA

3325-6-20-42



Permanente, CA
10/31/1991
Film Source: USGS

AERO-DATA CORP.
Environmental
Remote Sensing Consulting Services
Aerial Photography
Interpretation and Mapping
225.767.5725



300 0 300 Feet

Condition of Approval 45

Provide Evidence of Non-occupancy of Historical Society Caretaker Residence in lieu of conditions 43 and 44

LEASE

By and Between

THE CUPERTINO HISTORICAL SOCIETY, INC.
a California Nonprofit Organization

("Landlord")

and

LEHIGH SOUTHWEST CEMENT COMPANY
A California Corporation

("Tenant")

Dated _____, 2012

LEASE

This Lease ("Lease") is dated for reference purposes on and as of September 18, 2012, by and between THE CUPERTINO HISTORICAL SOCIETY, a California nonprofit organization (referred to herein as "CHS" or "Landlord"), and LEHIGH SOUTHWEST CEMENT COMPANY, a California corporation (referred to herein as "LEHIGH" or as "Tenant"), with reference to the following facts:

RECITALS

A. CHS owns real property located at 2961 Stevens Creek Boulevard in the City of Cupertino, County of Santa Clara ("County"), State of California, bearing Assessor's Parcel No. 342-63-003, and more particularly described and depicted in Exhibit A attached hereto and made a part hereof (the "Premises").

B. Lehigh operates the Permanente Quarry, a limestone and aggregate quarrying operation which is located immediately to the west of the Premises. The Permanente Quarry's street address is 24001 Stevens Creek Boulevard, City of Cupertino.

C. In June 2012, the Santa Clara County Board of Supervisors approved a Reclamation Plan Amendment for the Permanente Quarry. As part of its conditions of approval, the Board has allowed Lehigh to mitigate certain impacts by ensuring that the Premises are not occupied for residential purposes during the time that mining operations may occur in proximity to the Premises.

D. LEHIGH desires to lease the Premises from CHS to, among other things, ensure that the Premises are not occupied for residential purposes while mining operations may proximately occur. CHS desires to lease the Premises to LEHIGH on the Terms and conditions set forth herein.

E. CHS has determined that due to the poor condition of the improvements existing on the Premises, the high cost of renovation of such improvements and the uncertainty concerning access to and from the property, it is not feasible to renovate or use the property for any purposes other than the storage of historical equipment and materials. CHS may from time to time hold fund raising events on the property with the permission of LEHIGH.

E. CHS may, at some time during the term of the lease, elect to move the improvements from the Premises to another site more accessible to the public.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, Landlord and Tenant hereby agree as follows:

ARTICLE 1 LEASE

1.1. Lease of the Premises. Effective as of the date this Lease is executed by all parties ("Commencement Date"), CHS shall be deemed to hereby lease the Premises to LEHIGH, as Tenant, and LEHIGH shall be deemed to lease the Premises from CHS, as Landlord, for the purposes and on the terms and conditions set forth in Articles 1 and 2 hereof.

1.2. Term of Lease.

1.2.1. Term. The Lease Term shall be for a period of nine (9) years from the Commencement Date. LEHIGH may, at its sole option and upon written notice to CHS, thereafter extend the term of the lease for an additional one (1) year following the stated lease term. LEHIGH may extend the lease term up to three (3) periods of one (1) year each. Should LEHIGH elect to exercise any or all option periods, it will pay an additional amount of \$10,000 per year paid in a lump sum at the beginning of each period of extension.

1.2.2. Termination. LEHIGH may terminate this Lease for any reason upon not less than sixty (60) days prior written notice to CHS. Landlord and Tenant each shall remain fully liable and responsible for their respective obligations under this Lease until the date that termination becomes effective, with the exception that a party may be

excused from all or part of its obligations in the event of a default as set forth in Section 2.2 below.

1.3. Use.

1.3.1. Use of Premises. LEHIGH shall ensure that the Premises are not occupied for residential purposes at any time during the term of this lease. Except as expressly limited by this paragraph, the Premises may be used for storage of equipment and materials. It is understood and agreed that CHS may move the residential structure and other structures on the Premises to another location more accessible to the public. LEHIGH agrees to allow CHS onto the Premises for such purpose. Removal of the improvement will not entitle LEHIGH any offset or reduction in the rent payment.

1.3.2. Security. LEHIGH shall provide appropriate security for the Premises to ensure that the Premises are safe, secure and remain unoccupied for residential purposes throughout the term of this lease.

1.3.3. Storage by CHS. The parties agree that CHS shall be allowed reasonable use of the Premises for storing articles, exhibits or other historical materials. CHS shall provide LEHIGH with reasonable notice prior to entering upon the Premises for such purposes.

1.3.4. Signs. Tenant shall have the right to post such signs in and upon the Premises as are necessary and usual in the conduct of Tenant's business and/or to meet regulatory requirements or the requirements of Laws and Requirements. The location, size, shape and copy of all signs exposed shall be in accordance with Laws and Requirements.

1.4. Payment. As consideration to Landlord for Landlord's Lease of the Premises to Tenant for the Term hereof, Tenant covenants and agrees to pay to Landlord, in one lump sum payment upon execution of this Lease by the parties, in the amount of one hundred and twenty thousand dollars (\$120,000.00). In the event that LEHIGH terminates the lease before the end of the stated lease term, LEHIGH shall not be entitled to a refund or reimbursement of any portion of rents already paid.

1.5. Real Estate Taxes and Assessments.

1.5.1 Personal Property Taxes. Tenant shall pay all personal property taxes and assessments against the personal property, fixtures and equipment owned by Tenant and levied during the Term of the Lease.

1.5.2. Real Estate Taxes.

(a) Landlord's Obligation. Subject to Tenant's obligations under Section 1.5. hereof, Landlord shall pay all real estate taxes, impositions and assessments (general and special, ordinary and extraordinary, foreseen or unforeseen) levied against the Premises and due and payable during the Term of this Lease ("Real Estate Taxes"). Landlord shall make all such payments direct to the charging authority before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment.

(b) Tenant's Obligation. Tenant shall pay the amount, if any, by which Real Estate Taxes applicable to the Premises increase over the fiscal tax year during which the Commencement Date occurs to the extent the increase in said taxes is due solely to Tenant's use, occupancy and operations on the Premises ("Tax Increase"). Payment of such Tax Increase shall be made by Tenant to Landlord after Tenant's receipt of an itemized invoice therefor from Landlord, and at least ten (10) days prior to the delinquency date for such tax payment; provided however that in no event shall Tenant be obligated to make the payment to Landlord sooner than fifteen (15) days after receiving invoice from Landlord.

(c) Proration. All payments of Tax Increase Taxes shall be prorated for the year in which the Commencement Date occurs and the year in which the Lease Terminates.

(d) Assessment With Other Parcels. If the Premises are assessed with other property of Landlord for purposes of Real Estate Taxes, then Real Estate Taxes shall be reasonably and equitably allocated among the Premises and the other parcels giving consideration to all relevant factors.

(e) Right To Contest. Tenant may contest the legal validity or amount of any Real Estate Taxes and/or Tax Increases for which Tenant is responsible under the Lease, and may institute such proceedings that Tenant considers necessary. If Tenant contests any such tax, assessment, or charge, then Tenant may withhold or defer payment or pay under protest and Landlord shall cooperate and assist Tenant in this effort. Tenant shall protect Landlord and the Premises from any lien by adequate surety bond or other appropriate security. Landlord appoints Tenant as Landlord's attorney-in-fact for the purpose of contesting any taxes, assessments, or charges, conditioned on Tenant's preventing any liens from being levied on the Premises (other than the statutory lien of Revenue and Taxation Code Section 2187).

(f) Exclusions. Without limitation of the foregoing, Tenant's obligation to pay taxes or assessments levied or charged against the Premises or improvements or against specified personal property shall not include the following, whatever they may be called: personal or business income, or profits taxes levied or assessed against Landlord by federal, state, or other governmental agency; estate, succession, inheritance, or transfer taxes of Landlord; or corporation, franchise, or profits taxes imposed on the corporate owner of the fee title of the Premises.

1.6. Utilities. Tenant, at its sole cost and expense, shall pay all charges, fees, taxes and expenses associated with all utilities used, utilized and/or supplied to the Premises during the Term hereof, and Tenant shall protect and hold harmless Landlord and the Premises therefrom. Tenant shall pay all connection or acreage charges pertaining to the Premises levied by public utilities or municipalities with respect to their services during the Term.

1.7. No Holding Over. This Lease shall terminate and become null and void without further notice upon either the natural expiration of the lease term, or the operation of a termination notice provided by Lehigh. Holding over shall not be permitted.

1.8. Assignments and Subletting By Tenant. From the date of this Lease and continuing throughout the TERM hereof, Tenant shall not either voluntarily or by operation of law assign or sublease this Lease or the Premises or any part thereof or interest therein to any party without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld.

ARTICLE 2 GENERAL TERMS AND PROVISIONS APPLICABLE TO LEASE

Each of the provisions of this Article 2 shall apply to the entire term of this Lease and shall be read in conjunction with Article 1 hereof, respectively.

2.0. Indemnities.

2.0.1. By LEHIGH. LEHIGH shall indemnify and defend CHS against and hold CHS harmless from any and all losses, costs, liabilities, suits, actions, damages, injuries and/or expenses (including, without limitation, reasonable attorneys' fees, costs of expert witnesses and court costs) arising from (1) any damage to any person or property occurring in, on or about the Premises at any time arising from the use of the Premises by LEHIGH, except to the extent such damage resulted from the active negligence or willful misconduct of CHS or of CHS's authorized representatives, and (2) any breach or default by LEHIGH under this Lease.

2.0.2. By CHS. CHS shall indemnify and defend LEHIGH against and hold LEHIGH harmless from any and all losses, costs, liabilities, suits, actions, damages, injuries and/or expenses (including, without limitation, reasonable attorneys' fees, costs of expert witnesses and court costs) arising from (1) any damage to any person or property occurring in, on or about the Premises at any time arising from the use of the Premises by CHS, except to the extent such damage resulted from the active negligence or willful misconduct of LEHIGH or of LEHIGH's authorized representatives, and (2) any breach or default by CHS under this Lease.

2.1. Insurance.

2.1.1. Commercial General Liability.

(a) LEHIGH, at LEHIGH's sole cost and expense, shall provide and maintain during the entire Lease Term a policy of commercial general liability insurance protecting LEHIGH as the named insured and CHS as an additional insured against claims for death, bodily injury, property damage and personal injury liability based upon or arising out of the ownership, use, occupancy or maintenance of the Premises or otherwise with respect to activities on or about the Premises and providing contractual liability coverage for the indemnity obligations contained in this Lease, with a limit not less than One Million Dollars (\$1,000,000.00) per occurrence, which coverage shall be in a commercial general liability form. All such insurance shall be primary and noncontributory; shall provide for severability of interests; shall afford coverage for all claims based on acts, omissions, injury and damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period; and shall provide that any aggregate limit applies per location.

(b) If and for so long as CHS makes any use of or undertakes any activities on the Property or occupies any portion of the Property, then CHS, at CHS's sole cost and expense, shall provide and maintain during entire the Lease Option TERM and the Lease TERM a policy of commercial general liability insurance protecting CHS as the named insured and LEHIGH as an additional insured against claims for death, bodily injury, property damage and personal injury liability based upon or arising out of the ownership, use, occupancy, or maintenance of the Premises by CHS or its agents or otherwise with respect to activities on or about the Premises by CHS or its agents and providing contractual liability coverage for the indemnity obligations contained in this Lease, with a limit not less than One Million Dollars (\$1,000,000.00) per occurrence, which coverage shall be in a commercial general liability form. All such insurance shall be primary and noncontributory; shall provide for severability of interests; shall afford coverage for all claims based on acts, omissions, injury and damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period; and shall provide that any aggregate limit applies per location.

2.1.2. Broad-Form All Risk.

(a) Personal Property. LEHIGH, at its sole cost and expense, shall provide and maintain on all of LEHIGH's personal property, fixtures and tenant improvements from time to time located at the Premises reasonable and appropriate casualty insurance, identifying LEHIGH as the named insured and CHS as an additional insured.

(b) Real Property and Improvements. During the Lease TERM, LEHIGH, at its sole cost and expense, shall provide and maintain on the Premises which are from time to time located thereon a policy of broad-form all risk casualty insurance, with vandalism and malicious mischief endorsements, to the extent of not less than one hundred percent (100%) of the actual full replacement cost (without depreciation) of said improvements on the Premises (including costs of replacing excavations and foundations) and said insurance shall identify CHS as an additional insured.

2.1.3. Worker's Compensation. LEHIGH, at LEHIGH's sole cost and expense shall obtain, maintain and keep in force at all times during the Lease TERM, Workers' Compensation Insurance as required by law with respect to LEHIGH's employees.

2.1.4. Form. All insurance required under this Lease shall:

(a) Be issued by insurance companies authorized to do business in the State of California, with a classification of at least A- and a financial rating of XI or better as rated in the most current issue of "Best's Key Rating Guide."

(b) Be issued as primary policy.

(c) Contain an endorsement requiring thirty (30) days' written notice from the insurance company to all insureds and Owner or LEHIGH, as the case may be, before cancellation or change in the coverage, scope, or amount of the policy.

2.1.5. Release and Waiver of Subrogation. Notwithstanding anything herein to the contrary, the parties hereby release each other, and their respective authorized representatives, from any claims for damage to any person or to the Premises and/or to the trade fixtures, furnishings, equipment, signs and personal property of either CHS or LEHIGH in or on the Premises, that are caused by or result from risks insured against under insurance policies

described in Section 2.1; provided, however, that such release shall apply only to the extent that such insurance proceeds are available and only to the extent that each insured is able to acquire a waiver of subrogation endorsement from its insurer at a reasonable cost. Each party shall use its best efforts in accordance with the foregoing to cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy.

2.1.6. Certificates of Insurance.

(a) Upon CHS's request, LEHIGH shall furnish a certificate from each insurance carrier evidencing that the above insurance required of LEHIGH is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that before cancellation or change in the coverage, scope, or amount of the policy without (30) days' written notice to all insureds and CHS.

(b) Upon LEHIGH's request, CHS shall furnish a certificate from each insurance carrier evidencing that the above insurance required of CHS is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that before cancellation or change in the coverage, scope, or amount of the policy without (30) days written notice to all insureds and LEHIGH.

2.2. Default.

2.2.1. Events of Default. The occurrence of any of the following shall constitute a default ("Event of Default") by LEHIGH under this Lease:

(a) Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice has been given to LEHIGH. If the failure cannot reasonably be cured within thirty (30) days, then LEHIGH shall not be in default of this Lease if LEHIGH commences to cure the failure within the thirty (30) day period and diligently and in good faith continues to cure the failure thereafter.

(b) The making by LEHIGH of any general assignment for the benefit of creditors; the filing by or against LEHIGH of a petition to have LEHIGH adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LEHIGH, the same is dismissed within one hundred twenty (120) days), the appointment of a trustee or receiver to take possession of substantially all of LEHIGH's assets located at the Premises or of LEHIGH's interest in this Lease, where possession is not restored to LEHIGH within sixty (60) days.

(c) The attachment, execution or other judicial seizure of substantially all of LEHIGH's assets located at the Premises or of LEHIGH's interest in this Lease where such seizure is not discharged within sixty (60) days.

No notice of default given under this Article shall be deemed a forfeiture or Termination of the Lease unless CHS so elects in the notice.

2.2.2. Remedies. CHS shall have the following remedies if LEHIGH commits an Event of Default (which remedies are not exclusive but, rather, are in addition to any remedies now or later allowed by law):

(a) Terminate this Lease and, if CHS so elects, remove all persons and LEHIGH's property therefrom, and recover from LEHIGH, together with interest, any amount necessary to compensate CHS for the detriment proximately caused by LEHIGH's failure to perform its obligations under this Lease which in the ordinary course would be likely to result therefrom.

(b) Cure any default of LEHIGH under this Lease at LEHIGH's cost and expense. If CHS at any time pays any sum or performs any act which requires the payment of any sum in connection with CHS's cure of a default by LEHIGH hereunder, then the sum so paid by CHS shall be immediately due and payable by LEHIGH to CHS and if not so paid within fifteen (15) business days after CHS has notified LEHIGH in writing of LEHIGH's obligation to reimburse CHS for such sum, such sum shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by CHS until the date CHS is reimbursed by LEHIGH.

2.2.3. Entry by CHS. CHS reserves, and at any and all reasonable times following two (2) business day's prior written notice to LEHIGH shall have, the right to enter upon the Premises to inspect the same, to submit and show the Premises to prospective purchasers or tenants, to post notices of non responsibility, and to repair the Premises if CHS reasonably deems it necessary, each without abatement of rent, providing that the business or operations of LEHIGH shall not be interfered with unreasonably. CHS may from time to time hold events at the Premises with approval from LEHIGH, and subject to LEHIGH's reasonable requirements with respect to liability insurance, limitations on site access and otherwise depending on the nature of the event.

2.2.4. CHS's Defaults. CHS shall be in default of this Lease if CHS fails or refuses to perform any provision of this Lease that CHS is obligated to perform if the failure to perform is not cured within thirty (30) days after written notice of default has been given by LEHIGH to CHS. If the default cannot reasonably be cured within thirty (30) days, then CHS shall not be in default of this Lease if CHS commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default thereafter until such default has been cured within a reasonable period of time.

2.3. Waiver. No delay or omission by either party hereto in exercising any right or power accruing upon the noncompliance or failure to perform by the other party hereto under the provisions of this Lease shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof. The acceptance of rent or payment hereunder shall not be construed as a waiver of any default of any covenant of this Lease except as to the payment of rent so accepted.

2.4. Force Majeure. The time within which either party hereto shall be required to perform any act under this Lease, except for the payment of rental and other monetary obligations of the parties hereunder, shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably by strikes; lockouts; Acts of God; inclement weather; governmental restrictions; enemy action; civil disturbance; fire or other unavoidable casualties; or any other cause beyond the reasonable control of either party hereto.

2.5. Recording. This Lease shall not be recorded with any real estate or public records. At the request of LEHIGH or CHS, a memorandum of this Lease in form and substance reasonably acceptable to both parties shall be executed by LEHIGH and CHS and may be recorded with the Official Records of the County of Santa Clara. The short form memorandum of this Lease shall reference the Lease of the Premises and other rights reasonably designated by LEHIGH. Promptly following any full and final Termination of this Lease, LEHIGH shall execute and deliver to CHS for recording in the Official Records of the County of Santa Clara, California, a quitclaim deed with respect to LEHIGH's interest in the Property pursuant to this Lease.

2.6. Estoppel Statements. CHS and LEHIGH, shall, at any time and from time to time, upon not less than ten (10) days' prior written notice from the other, execute, acknowledge and deliver to the requesting party a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or, if there has been any modification thereof, that the same is in full force and effect as modified and stating the modification or modifications), (b) that to the best knowledge of the responding party, neither party is in default, except as specified in such statement, in regard to any of its covenants or obligations under this Lease, (c) the dates to which all sums payable under this Lease have been paid and the nature and extent of advance payments that have been made, if any, (d) whether, to the best knowledge of the responding party, there are any then existing offsets or defenses against enforcement of any Terms, covenants or conditions to be performed under this Lease by either party, and (e) such other statements relating to this Lease and the Premises as the requesting party may reasonably require.

2.7. Representations and Warranties.

2.7.1. By CHS. CHS represents and warrants to and for the benefit of LEHIGH as follows:

(a) Title and Authority Generally. CHS owns title to the Premises, CHS has the full power and authority to make this Lease, and the making of this Lease does not constitute a default under any agreement to which CHS is a party or under any instrument affecting title to the Premises. This Lease is a legal, valid and binding

obligation of CHS, enforceable against CHS in accordance with its Terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws from time to time in effect which affect the rights of creditors generally or by limitations upon the availability of equitable remedies.

(b) Pending Matters. CHS has no knowledge of any pending or threatened eminent domain or condemnation proceedings which do or will affect the Premises. There is no litigation or proceeding pending or, to CHS's knowledge, threatened against or relating to the Premises or any part thereof, nor does CHS know or have reason to know any basis for any such action.

(c) No Competing Rights. There are no leases, options to lease, options or rights to purchase, or Leases or licenses to use the Premises or any part thereof other than this Lease.

(d) Taxes. CHS has timely paid all Real Estate Taxes required to be paid in connection with the Premises, and CHS has no knowledge of any delinquencies, special assessments, bonds or impositions threatened or pending against the Premises.

(e) Compliance With Laws. To the best of CHS's knowledge, the Premises and the use and occupancy thereof are in material compliance with all Laws and Requirements and CHS has received no notice, citation or other claim alleging any violation of any Laws and Requirements. CHS has received and is aware of no notice of any kind from any insurance broker, agent or underwriter that any noninsurable condition exists on, about or in connection with the Premises or any part thereof.

(f) No Conflict. To the best of CHS's knowledge, neither the execution, delivery or performance of this Lease by CHS, nor compliance with the Terms and provisions hereof by CHS, shall (a) conflict with or result in a breach or violation of any order, writ, injunction or decree of any court or governmental authority against CHS; (b) violate any provision of California law; (c) conflict with, result in a breach, violation or default under, cause the Termination of, or cause an acceleration in the obligations under any lien, lease, indenture, mortgage, deed of trust, security agreement, or other agreement, instrument or restriction to which CHS is a party or by which the Premises are bound; (d) result in the creation of any lien, charge or encumbrance upon any of the Premises; or (e) require the consent, authorization or approval of any third party.

2.7.2. By LEHIGH. LEHIGH represents and warrants to and for the benefit of CHS as follows:

(a) Power and Authority. LEHIGH is a corporation, duly formed and organized and validly existing and in good standing under the laws of the State of California. LEHIGH has full power and authority to enter into this Lease and to perform this Lease. The execution, delivery and performance of this Lease by LEHIGH have been duly and validly authorized by all necessary company action on the part of LEHIGH and all required consents or approvals by the board of directors, officers and/or members of LEHIGH have been duly obtained. This Lease is a legal, valid and binding obligation of LEHIGH, enforceable against LEHIGH in accordance with its Terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws from time to time in effect which affect the rights of creditors generally or by limitations upon the availability of equitable remedies.

(b) No Conflict. To the best of LEHIGH's knowledge, neither the execution, delivery or performance of this Lease by LEHIGH, nor compliance with the Terms and provisions hereof by LEHIGH, shall (a) conflict with or result in a breach or violation of any order, writ, injunction or decree of any court or governmental authority against LEHIGH; (b) violate any provision of California law; (c) conflict with, result in a breach, violation or default under, cause the Termination of, or cause an acceleration in the obligations under any lien, lease, indenture, mortgage, deed of trust, security agreement, or other agreement, instrument or restriction to which LEHIGH is a party or by which the Premises are bound; (d) result in the creation of any lien, charge or encumbrance upon any of the Premises; or (e) require the consent, authorization or approval of any third party.

2.7.3. Brokers. LEHIGH and CHS each warrant and represent to the other that it has not retained, nor is it obligated to, any person for brokerage, finders or similar services in connection with this Lease. Each party, as the indemnitor, shall indemnify and defend the other party, as the indemnitee, against and hold the indemnitee harmless from any and all claims, demands, liabilities, losses, damages, costs and expenses (including without limitation,

reasonable attorneys' fees, costs of expert witnesses, court costs and other litigation expenses) arising from or relating to any claim for a commission, fee or other compensation made by any brokers or parties with which the indemnitor has dealt in connection with this Lease or the transactions contemplated hereby.

2.8. Cooperation.

2.8.1. Generally. The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Lease.

2.8.2. By Owner. CHS and LEHIGH each desires that LEHIGH undertake the Processing Activities described in this Lease, all in accordance with the Laws and Requirements; and that in connection therewith CHS, as the owner of the Premises may need to join in, approve and/or cooperate with LEHIGH's efforts to obtain various Permits and Entitlements in connection therewith. Subject to other applicable provisions of this Lease, and provided that said efforts do not subject CHS to any out-of-pocket costs or expenses, CHS agrees, from time to time, to:

(a) Join in any application (and execute any letter of agency) for necessary Permits and Entitlements in connection with LEHIGH's Evaluation Activities and/or Processing Activities and/or construction of Improvements on the Premises, including, but not limited to, zone changes, conditional use permits, variances, precise plan approvals, lot splits, subdivisions, building permits, certificates of occupancy, and/or any other necessary governmental permits, consents, approvals or authorizations;

(b) Execute and join in certificates to be affixed to subdivision maps, parcel maps, and similar instruments; and

(c) Join in any declarations of covenants, conditions, restrictions reasonably required by any public authority in connection with LEHIGH's proposed development and use of the Premises or any portion thereof or as may be otherwise required for the orderly development and use of the Premises.

(d) At LEHIGH's request, attend a reasonable number of meetings with LEHIGH and/or Applicable Authorities provided CHS is reasonably available to do so.

2.9. General Terms and Provisions.

2.9.1. Notices. Unless otherwise specifically provided herein, all notices, consents, approvals, requests and other communications required or permitted under this Lease shall be in writing and shall be deemed effective (a) upon receipt when delivered by hand; (b) one business day after being sent by facsimile with transmission receipt verified and a hard confirmation copy promptly dispatched by U.S. Mail; (c) one business day after being sent by nationally recognized overnight courier (such as Federal Express) for next business day delivery, fee prepaid; (d) or three (3) days after being mailed by first-class certified or registered mail, return receipt requested, postage prepaid, in all cases addressed as follows:

To Tenant:

Marvin E. Howell
Lehigh Hanson, West Region
PO Box 639069
San Diego, CA 92163
Fax: (858) 277-6476

with a mandatory copy
to:

Mark D. Harrison, Esq.
Harrison, Temblador, Hungerford & Johnson LLP
980 9th Street, Suite 1400
Sacramento, CA 95814
Fax: (916) 382-4380

To Landlord:

Ms. Donna Austin, President
The Cupertino Historical Society
10185 N. Stelling Road
Cupertino, CA 95014
Fax: (707) 443-1363

Changes of address for notice shall be in compliance with this Article.

2.9.2. Gender. In this Lease the neuter gender includes the feminine and masculine, and the singular number includes the plural wherever the context so requires.

2.9.3. Complete Lease. There are no representations or agreements between the parties hereto relating to the subject matter contained herein other than contained in this Lease. This Lease (and the exhibits attached hereto and agreements incorporated herein by reference) is the complete and final integration of all arrangements and agreements between the parties hereto regarding the subject matter hereof and supersedes all previous letter agreements, other documents, and other agreements, oral or written, by or between the parties regarding the subject matter hereof. Any amendment of or supplement to this Lease must be in writing and executed by all the parties hereto.

2.9.4. Exhibits. All exhibits and/or other documents to which reference is made herein are hereby deemed incorporated in this Lease by this reference.

2.9.5. Law; General. THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, without regard to conflicts of laws principles, and the provisions hereof shall be construed in accordance with their fair meaning. Each of the parties hereto has agreed to the use of the particular language of the provisions of this Lease (and all attached exhibits), and any questions of doubtful interpretation shall not be resolved solely by any rule or interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman. The subject headings have been inserted in this Lease for convenience only and shall not be used to alter or interpret the content of this Lease.

2.9.6. Severability. The invalidity, illegality or unenforceability of any provision contained in this Lease shall not affect or render invalid, illegal or unenforceable the remainder of this Lease, provided that the severance of any such illegal, invalid or unenforceable provision(s) shall not result in a material failure of consideration to either party hereto.

2.9.7. Successors and Assigns. This Lease and all representations or covenants contained herein shall constitute binding, continuing obligations between the parties and shall inure to the benefit of and shall be binding upon the parties hereto, their heirs, personal representatives and permitted successors in interest.

2.9.8. Counterparts; Facsimile. This Lease may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease. Facsimile signatures on this Lease shall be binding as if original.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

"CHS"/"Landlord"

THE CUPERTINO HISTORICAL SOCIETY, a
California nonprofit organization

By: Donna M Austin
Name: Donna M. Austin
Its: CHS President

"LEHIGH"/"Tenant"

LEHIGH SOUTHWEST CEMENT COMPANY, a
California corporation

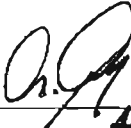
By: 
Name: Axel Courade
Its: VP Op. Control R/W

EXHIBIT "A" (Corrected)

All of Parcel H, as shown on that certain Map of Tract No. 9054 Unit 1, which map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on July 9, 1998, in Book 705 of maps, page(s) 13 - 22.

APN 342-63-003



CUPERTINO HISTORICAL SOCIETY

Resolution of the Board of Directors

WHEREAS, the Cupertino Historical Society ("CHS") was donated certain real property located at 2961 Stevens Creek Boulevard, Cupertino, California, commonly known as the Snyder-Hammond House (hereinafter referred to as "the Real Property");

WHEREAS, the Real Property has certain residential improvements and accessory buildings thereon;

WHEREAS, the residential improvements are not in rentable condition and CHS does not have the financial resources to make necessary repairs and upgrades to the Real Property;

WHEREAS, there are ingress and egress issues relating to the Real Property that may require legal action to resolve and CHS does not have funds to finance such litigation;

WHEREAS, LEHIGH Southwest Cement Company (hereinafter "LEHIGH") has offered to rent the Real Property for storage purposes and not use the improvements for residential purposes;

WHEREAS, LEHIGH has promised to secure the Real Property, purchase adequate liability insurance naming CHS as an additional insured, and maintain the property in its present condition;

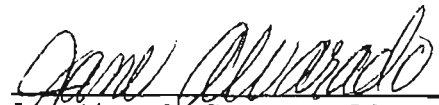
WHEREAS, LEHIGH has offered to make a significant donation to CHS in exchange for the lease;

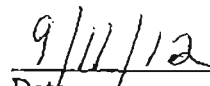
WHEREAS, the Board of Directors of CHS has determined that it is in the best interests of the Cupertino Historical Society to enter into a Lease with LEHIGH Southwest Cement Company due to the burdens and cost of maintaining the property and the uncertainty of the use.

NOW THEREFORE BE IT RESOLVED that the Board of Directors has determined that it is in the best interests of the Cupertino Historical Society to enter into a Lease with LEHIGH Southwest Cement Company, a copy of which is attached hereto as Exhibit "A."

In furtherance of this Resolution, Donna Austin, the President of the Board of Directors of the Cupertino Historical Society, is duly authorized to enter into and sign said Lease on behalf of the Cupertino Historical Society. The President is further authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said Lease and to execute any amendments, rescissions, and revisions thereto.

I, Jane Alvarado, Secretary of the Cupertino Historical Society, do hereby certify this to be a true copy of the Resolution duly adopted at the meeting of the Board of Directors held on September 5, 2012, and that it has not been rescinded, amended or altered in any way, and that it remains in full force and in effect.


Jane Alvarado, Secretary of the
Cupertino Historical Society


Date

From: Xiangchen (Minna) Xu <Xxu@cupertino.org>

Sent: Tuesday, May 18, 2021 5:25 PM

To: Deborah L. Feng <DebF@cupertino.org>; Darcy Paul <DPaul@cupertino.org>; Liang Chao <LiangChao@cupertino.org>; Kitty Moore <Kmoore@cupertino.org>; Jon Robert Willey <JWilley@cupertino.org>; Hung Wei <HWei@cupertino.org>

Subject: Regarding Agenda #18

Dear Councilmember and City manager,

I just read tonight's meeting agenda and found the Agenda item #18 looks a little bit confusing to me.

From two years ago, Park Commission voted to remove the Cupertino Historic Society (CHS) from Community Funding Program. It seems they worked very closely with our city, we don't think we should let them compete with other non-profit organizations for community funding, since it may be unfair for other small organizations. From that time, we stopped reviewing application and Annual report from the Cupertino Historic Society in our commission meeting. We believed that it should be City Council's responsibility to make decision about the funding to CHS.

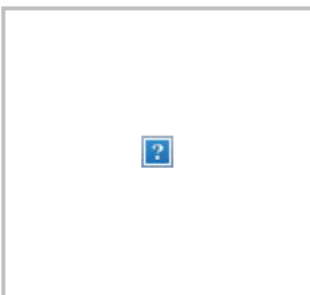
But if you read the Agenda #18, it sounds like Park and Rec. commission already reviewed

application of the CHS and recommended \$20k funding amount to council. So, I write this email just to clarify that Park and Rec. commission didn't do any review work. And we didn't see any report from CHS, especially this part in our meeting agenda or staff report:



We only voted to let Council do the reviewing job. Hope this clarification may help you understand agenda #18 better.

Thank you!
Minna



Xiangchen (Minna) Xu
Parks and Recreation Commission Vice Chair
XXu@cupertino.org

