

AGRICULTURAL LEASE

This AGRICULTURAL LEASE (“Lease”) is dated as of November 19, 2019, by and between the City of San Jose (“Lessor”), a California municipal corporation, and AGCO Hay LLC (“Lessee”), and the Santa Clara Valley Open Space Authority (“Manager”), a California special district.

RECITALS

- A. WHEREAS, Lessor is in escrow to purchase real property located in the Coyote Valley, City of San Jose, State of California and more particularly described in Exhibit A, attached to and made a part hereof (“Property”);
- B. WHEREAS, Lessor is acquiring the Property for preventing flooding and water quality contamination as specified in Measure T, approved by the voters of San José at the election held on November 6, 2018, which authorized Lessor’s issuance of general obligation bonds for these purposes and which are the source of Lessor’s funding for the acquisition of the Property;
- C. WHEREAS, on April 18, 2016, Lessee entered into a Grazing and Dry Land Farming Lease Agreement to lease the Property, and other real property, from Brandenburg Properties of Florida, LLC, Eric Brandenburg Separate Property Trust, Brandenburg Revocable Trust and William Brandenburg Revocable Trust for certain agricultural pursuits (“Brandenburg Lease”);
- D. WHEREAS, the Brandenburg Lease includes the right of Lessee to dry farm approximately 320 acres located on the east side of Santa Teresa Boulevard, north of Bailey Avenue referred to as Santa Clara County Assessor Parcel Nos. 708-25-002, 708-26-001, 708-26-002, 708-27-001, 708-27-002, 708-27-007, 708-27-014, 708-28-002, except that area around Emado Avenue shown on Exhibit B, attached to and a made a part hereof, and are referred to in the Brandenburg Lease as the “320 parcels”;
- E. WHEREAS, Lessee does not dry farm all of the 320 Parcels under the Brandenburg Lease;
- F. WHEREAS, the Property does not include all the area of the 320 parcels, but does include the entire area of the 320 parcels that Lessee dry farms;
- G. WHEREAS, the Brandenburg Lease expires on April 30, 2021;
- H. WHEREAS, Lessor and Lessee wish to enter into a new agricultural lease for the Property for a term of two years or until December 1, 2021, whichever is earlier, at the same rent the Lessee currently pays for the 320 Parcels;
- I. WHEREAS, as part of the close of escrow for the acquisition of the Property, Lessor will grant Manager a conservation easement over the Property to help provide natural flood control and prevent water quality contamination by preserving open space and protect certain conservation values on the Property, including but not limited to preservation, protection and enhancement of

wildlife habitat and connectivity, water resources, scenic resources, recreation and environmental education, agricultural resources and cultural resources ("Conservation Easement");

J. WHEREAS, the Conservation Easement will grant Manager not only the right to protect the conservation values on the Property, but to manage the Property and provide public access under certain circumstances; and

K. WHEREAS, Lessee agrees to cooperate with Manager to ensure compliance with this Lease and to facilitate management of the Property consistent with the Conservation Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor, Lessee and Manager (each of Lessor, Lessee, and Manager a "Party," and collectively "Parties") hereby agree as follows:

1. PROPERTY

a) **Lease Area.** Lessee's use of the Property includes all areas shown on Exhibit C ("Lease Area"), attached to and made a part hereof, and which excludes the area around Emado Avenue. Lessor is entering into this Lease in its capacity as a landowner of the Property, and nothing herein affects, alters or abrogates Lessor's municipal rights or powers.

b) **As Is Condition of Property.** Lessor and Manager make no warranties or representations to Lessee concerning the suitability of the Property and the Lease Area for Lessee's purposes. Lessee acknowledges that there is no water supply for Lessee's use. Lessee has dry farmed the Lease Area since April 18, 2016, and represents and warrants that Lessee has conducted a thorough and diligent inspection and investigation of the Property and Lease Area and the suitability of the Property and the Lease Area for the Lessee's intended use under this Lease. Lessee is fully aware of the needs of its agricultural operations and has determined, based solely on its prior use and own inspection, that the Property and Lease Area are suitable for its operations and intended use. Lessee acknowledges, agrees to, and hereby accepts, the Property and Lease Area in its present condition "AS IS, WITH ALL FAULTS," without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, rules and regulations governing the use, occupancy and management of the Property. Without limiting the foregoing, this Lease is made subject to any and all covenants, conditions, restrictions, easements (including the Conservation Easement) and other title matters affecting the Property, or any portion thereof. Lessee acknowledges and agrees that Lessor and Manager, including without limitation their directors, officers, employees and agents, has not made, and Lessor and Manager hereby disclaim making any representations or warranties, express or implied, concerning (i) any title or survey matters affecting the Property; (ii) the physical, geological or environmental condition of the Property including without limitation, the availability, suitability, sufficiency, or existence of any sources of water, or water rights of any kind; (iii) the present or future capacity or suitability of the Lease Area for Lessee's agricultural operation; (iv) the suitability of any agricultural infrastructure on the Property; (v) the condition of any fences, roads, gates improvements; or (vi) any other matter whatsoever relating to the Property, or Lease Area, and their use, including, without limitation, any warranties of fitness for a particular purpose.

c) **Use of Property.** Lessee shall only use the Property for dry land farming of hay. Lessee shall not use the Property for any other purpose or purposes whatsoever and use of the Property by the Lessee is limited to the Lease Area as described herein. Lessee shall conduct all operations on the Property in a responsible, safe, professional, and environmentally conscious manner, and shall at all times comply with law. All costs incurred by Lessee in connection with Lessee's operations upon the Property, including but not limited to, costs of preparing the Lease Area for planting of crops, production costs, or costs of tools and labor shall be borne and paid when due by Lessee. Lessee agrees that its use of the Property shall be consistent with and subject to the Conservation Easement, a copy of which Conservation Easement has been provided to Lessee by Manager.

d) **Maintenance of Lease Area.** Lessee is not authorized to grant any person, other than Lessee's employees, access to the Property without first obtaining Manager's written approval. Lessee shall keep all ditches, drains, and channels in the Lease Area open and free of debris. Lessee agrees to complete a mechanical fire break by plowing the border of the Lease Area and other locations at the request of Manager.

e) **Lessor's and Manager's Use.** Outside of the Leased Area, Lessor and Manager shall have the right to use the Property for any and all purposes. Lessor and Manager shall have the right to make use of all roads on the Property, regardless of whether they are within or outside the Leased Area, for patrol, maintenance and such other uses as Lessor and Manager may reasonably desire to make of such roads. Within the Lease Area, Lessor shall have the right to operate, maintain, flush or use any wells. The Lessee has no access to water on the Property and shall not use the wells for its operations. Within the Lease Area, Lessor and Manager shall have the right to conduct natural resources monitoring, studies or surveys, may perform management activities on areas that Lessee is not actively farming, or conduct any other activity that does not interfere with the Lessee's dry farming operation of the Lease Area. Lessor and Manager may install fences and gates around the perimeter of the Property. Lessor and Manager may use the Lease Area for any other purpose with permission of Lessee. The use of the Property by Lessor and Manager hereunder shall be subject to and consistent with the Conservation Easement, and nothing in this paragraph shall be construed as modifying or expanding the permitted uses of the Property by Lessor or Manager as set forth the Conservation Easement.

f) **Use of the Property in Accordance with Lessor's and Manager's Policies.** Lessee's use shall be consistent with the rules and policies of Lessor and Manager. Lessee's use shall not damage any Property resources, including animals, plants and natural features, and Lessee shall only be permitted to use the Property as designated in this Lease and consistent with and subject to the Conservation Easement.

2. **TERM.** The "Term" of this Lease begins on the date that Lessor acquires the Property ("Commencement Date") and automatically expires two (2) years after the date Lessor acquires the Property or on December 1, 2021, whichever is earlier ("Expiration Date"). This Lease does not become effective if Lessor fails to acquire the Property. Lessee agrees that, notwithstanding

the Commencement Date, this Lease is deemed a New Contract as that term is defined in the Conservation Easement.

3. RENT

a) **Rent.** Lessee agrees to pay Lessor rent for the Lease Area during the Term in the amount of ten thousand and five hundred dollars (\$10,500) per year as follows: \$10,500 within 30 days of the Commencement Date, and \$10,500 on or before January 31, 2021. Checks shall be made payable to Manager and shall be delivered to Manager at Manager's address as set forth in Section 15 of this Lease.

b) **Late charge.** Any Rent received by Lessor seven (7) or more days past the Payment Date on which such amount was due, shall be subject to interest at the rate of one and one-half percent (1.5%) per month on the amount due; provided, however, if the maximum interest rate provided by law is less than one and one-half percent (1.5%) per month, then the interest rate shall be the maximum legal rate.

4. TAXES

a) **Personal Property Taxes.** Any taxes assessed on the personal property of Lessee are the sole responsibility of Lessee.

b) **Possessory Interest Tax.** Lessee shall pay all possessory interest taxes levied on Lessee's possessory interest as defined in California Revenue & Taxation Code section 107 during the Term. Pursuant to the provisions of California Revenue & Taxation Code Section 107.6, Lessee is advised that its use and possession of the Property under this Lease may be considered a taxable property interest by the Santa Clara County Assessor. In such an event and as between Lessor and Lessee, Lessee shall be solely liable for the payment of such taxes.

5. HAZARDOUS SUBSTANCES AND PESTICIDES

Lessee is prohibited from transporting, mixing, generating, applying, storing, or disposing of herbicides, pesticides, rodenticides or any hazardous substances or waste of any kind (except for equipment and vehicle fuel and fueling operations typical for use in dry hay farming operations) upon the Property without the prior express written consent of Lessor and Manager. Notwithstanding the foregoing, Lessor and Manager hereby grant their consent to Lessee to apply the herbicide 2,4-D, or the generic form thereof, on the Property once per year during January or February only, provided that: (i) Lessee maintains a valid Restricted Materials Permit from the Santa Clara County Division of Agriculture; (ii) Lessee complies with the Restricted Materials Permit and all applicable laws and regulations concerning the use, transport, and disposal of the herbicide; and, (iii) if Lessee hires a third party to apply the herbicide, the applicator shall be a Certified Private Applicator pursuant to regulations of the California Department of Pesticide Regulation. Vehicle fuel shall be kept in properly sealed containers, suitable for the substance,

and all fuel transfer operations shall be conducted with sufficient care and diligence to prevent contamination of or on the Property. "Hazardous substances or waste" as used herein means and includes any substance which the placement, storage, use or removal of is prohibited or regulated by federal, state or local law. Any authorized use, storage or transportation of hazardous substances shall be in accordance with the applicable federal, state, county or municipal laws and regulations, and under no circumstances shall hazardous substances be disposed of on the Property. Lessee shall indemnify, defend and hold harmless Lessor and Manager, and its officers, directors, employees, or agents from and against any and all liabilities, claims, judgments, awards, settlements, damages and costs (including attorneys' and consultants' fee and costs), including, without limitation, those incurred for testing, remedial investigation, removal, interim and final remedial action, cleanup, abatement or other remedial work, natural resource damages, personal injury or property damages, fines and penalties arising from the presence of hazardous substances or wastes, or pesticides, on, in or under the Property or in the groundwater or surface waters of the Property arising from Lessee's operations. The provisions of this Paragraph shall survive the expiration or termination of this Lease.

6. OTHER USE RESTRICTIONS

a) **Heavy Equipment.** Except for agricultural equipment, no heavy equipment, including, but not limited to bulldozers, backhoes, excavators, or trenchers are permitted to cross or operate on the Property without Manager's prior written consent. Manager may, in its sole discretion, close any or all roads on the Property, or promulgate and enforce restrictions on road use for resource management, erosion control, law enforcement purposes, in furtherance of the conservation values as defined in the Conservation Easement or other purposes necessary or appropriate for the sound management of the Property, by providing Lessee with prior notice thereof.

b) **Weed, Pest and Wildlife Control.** Manager shall have the right, but not obligation, at its sole cost and expense, and in its sole discretion as to the manner, time or extent of such efforts, to engage in actions for the control of non-native plants and animal pests on the Property. Lessee shall fully cooperate with Manager in any programs designed to control or eradicate weed and pest populations. Lessee shall not introduce any noxious vegetation onto or about the Property. In no event shall Lessor or Manager be liable to Lessee for presence or introduction of noxious vegetation or animal pests on the Property. Lessee also understands that the Manager may engage in actions to protect the presence on the Property of native animals that might be regarded as a nuisance or harm to agriculture, including but not limited to, California ground squirrels, coyote, bobcats, and mountain lions, and that removal of such native species by Lessee is prohibited and is a violation of this Lease.

c) **Waste.** Lessee shall not cause or permit (i) any waste or damage of Property, or (ii) any public or private nuisance thereon. Lessee shall maintain the Property free of all trash, abandoned vehicles and all other unsightly or offensive materials. The burning of waste materials is prohibited.

d) **Firearms.** Firearms are prohibited on the Property.

e) **Motor Vehicles.** The storage of motor vehicles, and agricultural vehicles and equipment not in active use on the Property, are prohibited on the Property.

f) **Compliance with Law and Management Plans.** Lessee shall comply with all applicable laws, permits, statutes, ordinances, rules, governmental orders, regulations, and requirements pertaining to the occupancy and use of the Property, including without limitation, Lessor's or Manager's rules and regulations. Lessee shall also comply with any management document or plan agreed to between Lessor and Manager or developed pursuant to the Conservation Easement when notified by Manager of applicable provisions of such management document or plan. Lessee shall not use, nor permit others to use the Property for any unlawful or prohibited purpose or purposes.

7. ALTERATIONS

Lessee agrees to obtain and fully comply with all applicable permits, authorizations, laws, ordinances, and regulations. Any alteration of, changes in, or additions to the Property are prohibited unless authorized by Lessor and Manager, which approval is subject to Lessor's and Manager's sole and absolute discretion.

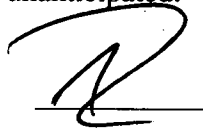
8. TERMINATION OF PRIOR LEASES AND WAIVER OF RELOCATION BENEFITS

a) **Prior Leases.** Lessee warrants and represents that Lessee is not in default of the Brandenburg Lease, and that Lessee has no knowledge of any default of landlords under said lease. Lessee understands and agrees that this Lease is in lieu of, and at the same Rent as, the Brandenburg Lease, and Lessee acknowledges and agrees that the Brandenburg Lease and any other lease(s) or rights to use the Property have been or are hereby terminated in full (including as to any portions of the premises thereunder outside of the Property) as of the date Lessor acquires the Property and Lessee releases any rights or claims to rent or occupy the Property (or other premises) under any such lease(s).

b) **Waiver of Relocation Benefits.** Lessee agrees to take full responsibility for moving all personal and business assets, furnishings, fixtures, equipment and personal property, from the Property upon the expiration of the Term, and for any resulting loss of business goodwill and going out of business expenses (the "Relocation"). Neither Lessor or Manager shall have any obligation to provide assistance to Lessee in connection therewith under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.), if applicable, or under Title 1, Division 7, Chapter 1 of the Government Code of the State of California (Section 7260 et seq.), or any similar and applicable local laws or regulations. In connection therewith, and to the fullest extent permitted by law, Lessee further agrees that, effective upon the expiration of the Term, Lessor and Manager shall be, and hereby is, fully and forever released from any and all claims and liabilities, whether direct or indirect, known or unknown, foreseen or unforeseen, that have arisen, or that may arise, in connection with the Relocation. By such release, Lessee expressly waives the provisions of California Civil Code Section 1542 that provide:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Lessee understands that, by waiving these provisions, Lessee waives the right to make claims against Lessor or Manager for matters pertaining to the Relocation that are presently unknown or unanticipated.



Lessee's Initials

9. TERMINATION

a) **Default.** If Lessee defaults on any of the terms, covenants and conditions of this Lease that are to be paid, kept, observed or performed and, if such default is not cured by Lessee within thirty (30) days after written notice to cure is given to Lessee from Lessor or Manager, then and in such event Lessor or Manager may re-enter the Lease Area without further demand or notice, at its option, cancel and terminate this Lease. Upon such termination, Lessor or Manager may remove all persons and property from the Lease Area and may store any property so removed in a public warehouse or elsewhere at Lessee's sole expense and for Lessee's account, in accordance with applicable law. Upon such termination, Lessor or Manager shall have the right to recover from Lessee the costs of recovering the Lease Area. The Lessee shall also be responsible for any attorneys' fees and court costs or other amounts necessary to compensate Lessor and Manager fully for all detriment proximately caused by Lessee's default. Lessor may likewise terminate this Lease if Lessee abandons the Lease Area.

b) **Cumulative Rights.** All rights, options and remedies of Lessor or Manager contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor or Manager shall have the right to pursue any one or all such remedies and any other remedy or relief which may be provided for by law or in equity, whether or not stated in this Lease, including but not limited to damage caused to the Property or the environment or removal or storage of all personal property for failure to remove the same after termination of this Lease. No waiver of any default of Lessee hereunder shall be implied from any acceptance by Lessor or Manager of any fees or other payments due hereunder or any omission by Lessor or Manager to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver. Consent, approval, or acts shall not be deemed to waive or render unnecessary Lessor's or Manager's consent or approval to or of any subsequent similar acts by Lessee.

10. SURRENDER OF LEASE AREA

Lessee agrees that upon termination of this Lease to promptly surrender the Lease Area and all appurtenances to Lessor in the same condition as when received, reasonable use, wear and tear, acts of God or nature excepted, and to remove all of Lessee's personal property from the Lease Area. All structures, installations, fences and other facilities are the property of the Lessor.

11. ASSIGNMENT AND SUBLETTING

This Lease is personal to Lessee and Lessee may not assign or otherwise transfer this Lease, in whole or in part, or sublet any or all of the Lease Area. Under no circumstances shall Lessee allow third parties to occupy the Property or Lease Area or conduct agricultural operations within the Lease Area.

12. WAIVER AND INDEMNIFICATION

a) **Waiver of claims.** Lessee hereby waives any and all claims, suits, or actions of any name, kind or description against Lessor or Manager and their officers, directors, agents, and employees for any losses, injury or damage to any persons, including death, or damage to property, occurring during this Lease in, on, or about the Property, and arising directly or indirectly out of any condition of the Property whether known or unknown to Authority, or arising out of or in any way related to Lessee's use of the Property, including but not limited to any act, neglect, fault or omission by Lessor or Manager, or any person directly or indirectly employed by or acting as an agent for Lessor or Manager.

b) **Indemnification.** Lessee agrees to indemnify, defend and protect Lessor and Manager, and their officers, directors, agents, and employees, from all liabilities and from and against all claims, suits, or actions of any name, kind or description for any losses, injury or damage to any persons, including death, or damage to property, occurring during this Lease in, on, or about the Property, or arising directly or indirectly out of any condition of the Property whether known or unknown to Lessor or Manager, or arising out of or in any way related to Lessee's use of the Property, including but not limited to, any act, neglect, fault or omission by Lessor or Manager, or any person directly or indirectly employed by or acting as an agent for Lessor or Manager.

c) Lessee agrees to compensate Lessor for any damage to the Property (and to compensate Manager for any damage to improvements to the Property constructed by Manager) as a result of, or in any way related to, Lessee's use of the Property. Any compensation received by Lessor for damage to the Property shall be used to restore the Property to its prior condition and/or enhance the Property in furtherance of the conservation values as defined in the Conservation Easement.

d) In the event Lessee is required to defend Lessor or Manager under any of the terms of this Lease, the Party or Parties being defended shall control the choice of counsel and defense of any such claim, action or proceeding as against Lessor or Manager.

e) The indemnification obligations arising from this Lease are intended to include, but not be limited to, damages, costs, expenses, attorneys' fees and expert witness costs incurred by Lessor or Manager.

f) The provisions of this section shall survive the termination or expiration of this Lease.

13. INSURANCE

Lessee agrees to obtain, and keep in force during the term of the Lease, at Lessee's own cost and expense, a policy or policies of Commercial General Liability and Business Auto Liability insurance, each in an amount of not less than \$2,000,000.00 aggregate and per occurrence or accident for all covered losses. Such policy or policies shall name Lessor and Manager as an additional insureds, and evidence of such endorsement, by duly executed Certificate of Insurance (ACORD 25-S, or successor or comparable form, subject to prior approval by Lessor and Manager) shall be provided to Lessor and Manager within ten (10) days of execution hereof and shall be updated thereafter as necessary. Each of the policies must contain a provision that such policy will not be cancelled or materially changed without thirty (30) days prior written notice to Lessor and Manager. Lessee shall maintain Workers' Compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident. Such policy shall contain a waiver of subrogation in favor of Lessor and Manager. Insurance is to be placed with insurers having a rating from A.M. Best financial strength rating of A-, Financial Size Category VII or better. Upon request by Lessor or Manager, Lessee shall direct its insurer or insurance agent to furnish a copy of any policy required by this Lease to the requesting Party, certified to be a true and complete copy of the original.

14. CONDEMNATION

If the entire or any part of the Leased Area is taken or condemned for public use, this Lease shall terminate at the option of either party as to the part taken or condemned, effective as of fifteen (15) days following written notice of such election to terminate or on the date of the taking, whichever is sooner. If only a part of the Leased Area is condemned or taken and the remainder thereof is acceptable for occupancy by Lessee, this Lease shall, upon mutual agreement of the Parties, continue in force as said to remainder. In the event of such taking, Lessee waives any right to receive, by virtue of this Agreement or otherwise, any part of any price, compensation, award or damages with respect to the purchase or taking of such part or all of the Property pursuant to a condemnation proceeding.

15. NOTICES

Any notice, demand, request, consent, or approval of any kind that any party to this Lease desires or is required to give to or make on another party under or in connection with this Lease (in each case, a "Notice") shall be in writing, and shall be served upon the party being addressed at the most

recent address(es) which the addressed party has provided for such purposes under this Lease, by any of the following means: (i) by certified U.S. mail, return receipt requested, postage prepaid; (ii) by Federal Express or other reputable "overnight" delivery service, provided that next-business-day delivery is requested by the sender; or, (iii) by email provided a copy of such notice is simultaneously sent via First Class Mail. If sent by certified mail, a Notice will be deemed given on the earlier to occur of the date of actual delivery (or first attempted delivery) or the fifth day after being deposited in the mail. If sent by Federal Express or other reputable "overnight" delivery service, a Notice will be deemed given on the next-business-day after being deposited with the delivery service. If sent by email with copy via First Class Mail, a Notice will be deemed given on the fifth day after being deposited in the mail. Any party may from time to time designate a replacement for any address which is specified below for the party giving the Notice, and the replacement address or (as applicable) shall then be substituted for the one previously in effect, provided that in no case shall any such replacement address increase the total number of addresses for Notices to such party. Any notice Lessee provides to Lessor shall be copied to Manager, and any notice Lessee provides to Manager shall be copied to Lessor. Subject to such right to change their addresses or, the Parties initially designate the following addresses and to be used for Notices sent to them:

LESSEE:

AGCO HAY, LLC
Attention: Allan Renz
9356 Airline Highway
Tres Pinos, CA 95075
Email: allanrenz@gmail.com

LESSOR:

CITY OF SAN JOSE
Attention: Assistant Director of Economic Development/Director of Real Estate
200 East Santa Clara Street
San Jose, CA 95113-1905

MANAGER:

SANTA CLARA VALLEY OPEN SPACE AUTHORITY
Attention: Derek Neumann
33 Las Colinas Lane
San Jose, CA 95119
Email: dneumann@openspaceauthority.org

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16. GENERAL PROVISIONS

a) **Memorandum of Lease.** Concurrently with its execution and delivery of this Lease, Lessee shall execute and cause to be duly acknowledged and deliver to Lessor a Memorandum of Lease in the form attached hereto as Exhibit D, which Lessor may record after it acquires the Property.

b) **Amendments; Entire Agreement.** Neither this Lease nor any term of provision hereof may be changed, waived, amended, discharged or terminated except by written instrument signed by the Parties hereto or as otherwise permitted hereunder. This Lease, including the Exhibits hereto, contains the entire agreement between the Parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The Parties further intend that this Lease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Lease) may be introduced in any judicial, administrative or other legal proceedings involving this Lease. Lessee hereby acknowledges that neither Lessor or Manager, nor their directors, officers, employees or agents, have made any representations or warranties with respect to the Property or this Lease except expressly set forth herein, and no rights, easements or Leases are or shall be acquired by Lessee by implication or otherwise unless expressly set forth herein.

c) **Waiver.** No waiver of any term, provision or condition of this Lease, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Lease.

d) **Severability.** If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Lease shall be valid and enforceable, to the fullest extent permitted by law.

e) **Time.** Time is of the essence to every term and condition hereof to which time is a material factor.

f) **Governing Law and Venue.** This Lease shall be construed pursuant to California law and proper venue for all purposes shall be in the County of Santa Clara.


g) **Captions.** Captions are provided herein for convenience only and they form no part of this Lease and are not to serve as a basis for interpretation or construction of this Lease, or as evidence of the intention of the Parties hereto.

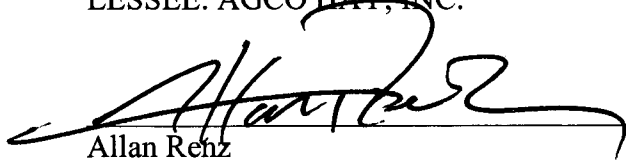
h) **Counterparts.** This Lease may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF the Parties hereto subscribe their names.

LESSOR: CITY OF SAN JOSE

LESSEE: AGCO HAY, INC.




Allan Renz


Leland Wilcox
Chief of Staff *office of the City manager*

Date: 11-19-19

Date: 11/13/19

Approved as to form:

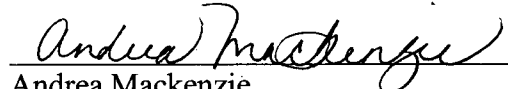
CITY OF SAN JOSE



Name: Danielle Kennedy

Title: Chief Deputy City Attorney

MANAGER: SANTA CLARA VALLEY OPEN SPACE AUTHORITY



Andrea Mackenzie
General Manager

Date: 11/13/19

Approved as to form:

SANTA CLARA VALLEY OPEN SPACE AUTHORITY

A handwritten signature in black ink, appearing to read 'W. Parkin', written over a horizontal line.

William P. Parkin
Legal Counsel

EXHIBIT A: Map and Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL THREE:

PARCEL "A", SO DESIGNATED AND DELINEATED ON THE RECORD OF SURVEY FILED FOR RECORD DECEMBER 9, 1970 IN BOOK 276 OF MAPS, PAGES 22 AND 23, SANTA CLARA COUNTY RECORDS.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF DESCRIBED IN THE DEED TO THE CITY OF SAN JOSE, RECORDED JULY 17, 1986, IN BOOK J769, PAGE 579, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SANTA TERESA BOULEVARD (WIDTH VARIES), SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF SAID PARCEL A AS SHOWN ON SAID MAP (276M 22);

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL A, THE FOLLOWING SIX (6) COURSES:

1. NORTH 54° 09' 19" EAST, 298.40 FEET,
2. NORTH 81° 07' 20" EAST, 199.81 FEET,
3. NORTH 71° 28' 35" EAST, 302.45 FEET,
4. NORTH 81° 08' 01" EAST, 261.34 FEET,
5. NORTH 63° 54' 59" EAST, 209.79 FEET,
6. SOUTH 52° 42' 20" EAST, 126.99 FEET TO THE WESTERLY LINE OF PARCEL NINE AS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED ON MARCH 9, 2016 IN DOCUMENT 23239852 OF OFFICIAL RECORDS OF SANTA CLARA COUNTY,

THENCE ALONG SAID WESTERLY LINE OF PARCEL NINE, SOUTH 26° 22' 55" WEST, 200.67 FEET,

THENCE ALONG SOUTHERLY LINE OF SAID PARCEL NINE, SOUTH 42° 42' 10" EAST, 171.28 FEET;

THENCE LEAVING SAID LINE, ALONG THE ARC OF A 420.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WHOSE CENTER POINT BEARS SOUTH 79° 43' 01" EAST, THROUGH A CENTRAL ANGLE OF 15° 57' 53", AN ARC DISTANCE OF 117.03 FEET;

THENCE SOUTH 05° 40' 54" EAST, 1177.80 FEET TO A POINT ON THE AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF SANTA TERESA BOULEVARD (WIDTH VARIES);

THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES:

1. NORTH 47° 46' 17" WEST, 174.56 FEET,
2. NORTH 48° 42' 06" WEST, 1202.94 FEET,
3. NORTH 49° 22' 11" WEST, 500.24 FEET TO THE POINT OF BEGINNING.

APNS: 708-28-002 (PORTION) AND 708-27-007

PARCEL FOUR:

BEING A PORTION OF THE RANCHO LA LAGUNA SECA AS PATENTED IN SANTA CLARA COUNTY, CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF BAILEY AVENUE, AS DEEDED TO THE COUNTY OF SANTA CLARA BY DEED RECORDED IN BOOK 183 OF DEEDS PAGE 389, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA DISTANT THEREON SOUTH 48° 30' WEST 2093.56 FEET FROM THE INTERSECTION THEREOF WITH THE SOUTHWESTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY AND RUNNING THENCE NORTH 41° 11' 30" WEST 1754.53 FEET TO A BURIED IRON PIPE FROM WHICH THE MOST NORTHERN CORNER OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 67 OF DEEDS, AT PAGE 82, BEARS NORTH 49° 00' 40" EAST 2157.72 FEET; THENCE SOUTH 49° 00' 40" WEST 794.00 FEET TO A BURIED IRON PIPE; THENCE SOUTH 41° 35' EAST 753.06 FEET; THENCE SOUTH 41° 30' EAST 1008.48 FEET TO A BURIED IRON PIPE IN THE CENTER LINE OF BAILEY AVENUE; THENCE ALONG SAID CENTERLINE NORTH 48° 30' EAST 783.38 FEET POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

ALL OF PARCELS A, B, AND C, AS SHOWN ON RECORD OF SURVEY, SANTA TERESA BOULEVARD, FILED FOR RECORD OCTOBER 2, 1969 IN BOOK 259 OF MAPS, PAGE 49, SANTA CLARA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE CITY OF SAN JOSE RECORDED JULY 17, 1986, IN BOOK J769, PAGE 579 OF OFFICIAL RECORDS.

SUBJECT TO THOSE RIGHTS RESERVED BY CHEVRON U.S.A. INC., ACCORDING TO THE CORPORATION GRANT DEED RECORDED OCTOBER 28, 1986, IN BOOK J898, PAGE 802, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE CITY OF SAN JOSE RECORDED OCTOBER 31, 1986 IN BOOK J904, PAGE 401, OFFICIAL RECORDS.

APN: 708-27-014

PARCEL FIVE:

ALL THAT CERTAIN 41.817 ACRE +/- PARCEL OF LAND AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD IN BOOK 466 OF MAPS AT PAGE 45 SANTA CLARA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL FIVE AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED FROM WALTER COTTLE LESTER TO ETHEL E. LESTER FOR AN UNDIVIDED 1/2 INTEREST , AS SAID DEED WAS RECORDED AUGUST 5, 1971 IN BOOK 9450 OF OFFICIAL RECORDS AT PAGE 682, SANTA

CLARA COUNTY RECORDS; THENCE LEAVING SAID POINT OF BEGINNING ALONG THE NORTHWESTERLY LINE OF SAID PARCEL FIVE, SOUTH 48° 30' WEST, 913.69 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND DEEDED TO WILLIAM S. TEVIS BY EMMA E. OWEN, BY DEED DATED APRIL 27, 1905, RECORDED IN BOOK 295 OF DEEDS AT PAGE 484, SAID NORTHERLY CORNER BEING ON THE GENERAL NORTHEASTERLY LINE OF THAT CERTAIN 169.719 ACRE PARCEL SHOWN AS PARCEL A ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 276 OF MAPS, AT PAGES 22 AND 23, SANTA CLARA COUNTY RECORDS; THENCE LEAVING SAID NORTHERLY CORNER AND ALONG SAID GENERAL NORTHEASTERLY LINE OF PARCEL A, BEING ALSO THE NORTHEASTERLY LINE OF SAID LANDS DEEDED TO TEVIS, SOUTH 41° 53' 21" EAST (SHOWN AS SOUTH 42° 04' 16" EAST ON SAID RECORD OF SURVEY) 1957.42 FEET TO A POINT ON THE CENTERLINE OF EMADO AVENUE (50 FEET WIDE); THENCE LEAVING SAID GENERAL NORTHEASTERLY LINE AND ALONG THE CENTERLINE OF EMADO AVENUE NORTH 48° 48' 41" EAST, 945.18 FEET TO A 3/4' IRON BOLT FOUND IN THE CENTERLINE OF EMADO AVENUE AT THE MOST EASTERLY CORNER OF SAID PARCEL FIVE; THENCE LEAVING SAID CENTERLINE OF EMADO AVENUE AND ALONG THE NORTHEASTERLY LINE OF SAID PARCEL FIVE, NORTH 42° 48' 25" WEST, 1963.02 FEET POINT OF BEGINNING.

APN: 708-26-001

PARCEL SIX:

ALL THAT CERTAIN 44.982 ACRES +/- PARCEL OF LAND AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD IN BOOK 466 OF MAPS AT PAGE 45, SANTA CLARA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF EMADO AVENUE (50 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY HERBERT PACKING CO., INC., A CORPORATION, TO SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION BY DEED RECORDED FEBRUARY 11, 1927 IN BOOK 299 OF OFFICIAL RECORDS, AT PAGE 334, SANTA CLARA COUNTY RECORDS; THENCE LEAVING SAID POINT OF BEGINNING ALONG SAID CENTERLINE OF EMADO AVENUE SOUTH 48° 48' 41" WEST, 997.17 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL FIVE IN THE GRANT DEED FROM WALTER COTTLE LESTER TO ETHEL E. LESTER FOR AN UNDIVIDED 1/2 INTEREST, RECORDED AUGUST 5, 1971 IN BOOK 9450 OF OFFICIAL RECORDS, PAGE 682, SANTA CLARA COUNTY RECORDS; THENCE LEAVING SAID CENTERLINE OF EMADO AVENUE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL FIVE, NORTH 42° 48' 25" WEST, 1963.02 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL FIVE; THENCE ALONG THE NORTHWESTERLY LINES OF PARCELS 2 AND 1 RESPECTIVELY AS DESCRIBED IN SAID DEED FROM WALTER COTTLE LESTER TO ETHEL E. LESTER, NORTH 48° 30' EAST, 997.05 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL CONVEYED TO SOUTHERN PACIFIC RAILROAD COMPANY, THENCE ALONG THE SOUTHWESTERLY LINE OF SAID SOUTHERN PACIFIC RAILROAD PARCEL, SOUTH 42° 48' 23" EAST, 1968.44 FEET POINT OF BEGINNING.

APN: 708-26-002

PARCEL SEVEN:

BEGINNING AT A STAKE MARKED 7.T. STANDING AT THE MOST EASTERLY CORNER OF THAT CERTAIN 60 ACRE TRACT OF LAND CONVEYED BY EMMA OWEN TO WILLIAM S. TEVIS BY DEED DATED APRIL 27, 1905 AND RECORDED IN BOOK 295 OF DEEDS, PAGE 484, SANTA CLARA COUNTY RECORDS, CALIFORNIA; AND RUNNING THENCE ALONG THE SOUTHEASTERLY LINE OF LANDS FORMERLY OF EMMA E. OWEN, NORTH 48° 46' EAST 29.85 1/2 CHAINS TO A STAKE MARKED W.O.W.J.C. STANDING ON THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID RIGHT OF WAY NORTH 41° 14' WEST 3 CHAINS, THENCE NORTH 42° 49' WEST 7.16 CHAINS TO AN IRON BAR STANDING IN THE CENTER LINE OF A ROAD CALLED EMADO AVENUE, FROM WHICH IRON BAR A STAKE MARKED W.P.7. BEARS SOUTH 42° 49' EAST TWENTY-FIVE (25) FEET; THENCE ALONG THE CENTER LINE OF SAID EMADO AVENUE AND ITS PROLONGATION, SOUTH 48°48' WEST 29.73 CHAINS TO A STAKE MARKED 6-7 STANDING ON THE NORTHEASTERLY LINE OF THAT CERTAIN 60 ACRE TRACT CONVEYED TO WILLIAM S. TEVIS AS AFORESAID; THENCE ALONG SAID NORTHEASTERLY LINE OF SAID 60 ACRE TRACT, SOUTH 41° 41' EAST 10.17 1/2 CHAINS TO THE PLACE OF BEGINNING, AND BEING A PART OF THE RANCHO LA LAGUNA SECA.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED BY W.S. GROESBECK AND CLARA S. GROESBECK, HIS WIFE, TO SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION, BY DEED DATED OCTOBER 1, 1928 AND RECORDED OCTOBER 1, 1928 IN BOOK 419 OFFICIAL RECORDS, PAGE 447, AS FOLLOWS, TO WIT:

A STRIP OF LAND TWENTY FEET WIDE BEING A PORTION OF THE RANCHO LAGUNA SECA, IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY, THIRTY FEET AT RIGHT ANGLES SOUTHWESTERLY FROM THE CENTER LINE OF THE ORIGINAL CONSTRUCTED MAIN TRACT OF THE SAID SOUTHERN PACIFIC RAILROAD COMPANY WITH THE CENTER LINE OF EMADO AVENUE (50.00 FEET WIDE); THENCE SOUTH 43° 13' EAST ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF FOUR HUNDRED AND TWENTY-THREE AND 56/100 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, ON AN ARC OF A CURVE, CONCAVE TO THE RIGHT HAVING A RADIUS OF 5699.65 FEET (THE TANGENT TO SAID CURVE AT THE LAST MENTIONED POINT IS THE LAST DESCRIBED COURSE) AN ARC DISTANCE OF TWO HUNDRED FORTH-SEVEN FEET TO A POINT IN THE DIVIDING LINE BETWEEN THE LAND OF W.S. GROESBECK AND THE LANDS OF CHAS. O. BOCKS; THENCE SOUTH 49° 16' WEST ALONG SAID DIVIDING LINE A DISTANCE OF 20 FEET TO A POINT; THENCE NORTHWESTERLY PARALLEL TO AND FIFTY FEET RADIALLY SOUTHWESTERLY FROM SAID CENTER LINE OF THE ORIGINAL CONSTRUCTED MAIN TRACT ON THE ARC OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 5679.65 FEET, (THE TANGENT OF THE LAST MENTIONED CURVE AT THE LAST DESCRIBED POINT BEARS NORTH 40° 44' WEST) AN ARC DISTANCE OF TWO HUNDRED FORTY-SIX AND 13/100 (246.13 FEET) TO A POINT; THENCE NORTH 43° 13' WEST (TANGENT TO LAST DESCRIBED CURVE) A DISTANCE OF FOUR HUNDRED TWENTY-

FOUR AND 26/100 FEET TO A POINT IN THE SAID CENTER LINE OF EMADO AVENUE; THENCE NORTH 48° 48' EAST ALONG THE SAID CENTER LINE OF EMADO AVENUE A DISTANCE OF TWENTY AND 01/100 FEET POINT OF BEGINNING.

APN'S: 708-27-001 AND 002

PARCEL EIGHT:

BEING A PORTION OF PARCEL EIGHT OF THAT CERTAIN GRANT DEED RECORDED ON MARCH 9, 2016, AS INSTRUMENT NO. 23239852, OFFICIAL RECORDS OF SANTA CLARA COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID PARCEL EIGHT;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL EIGHT, SOUTH 42° 55' 10" EAST, 152.19 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY LINE, THE FOLLOWING TWO (2) COURSES:

1. NORTH 35° 16' 09" EAST, 31.75 FEET,
2. NORTH 33° 22' 08" EAST, 451.78 FEET TO THE NORTHERLY LINE OF SAID PARCEL EIGHT;

THENCE ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY LINES OF SAID PARCEL EIGHT, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 42° 55' 10" EAST, 1416.22 FEET,
2. SOUTH 48° 18' 37" WEST, 470.09 FEET,
3. NORTH 42° 55' 10" WEST, 1292.55 FEET TO THE POINT OF BEGINNING.

APN: 708-25-002 (PORTION)

EXHIBIT A: MAP OF PROPERTY



Data Sources: SCVOSA, SCVWD, Santa Clara County Parcels 2018, City of San Jose
Created by lkwing.10/30/2019

EXHIBIT B: Map of 320 Parcels

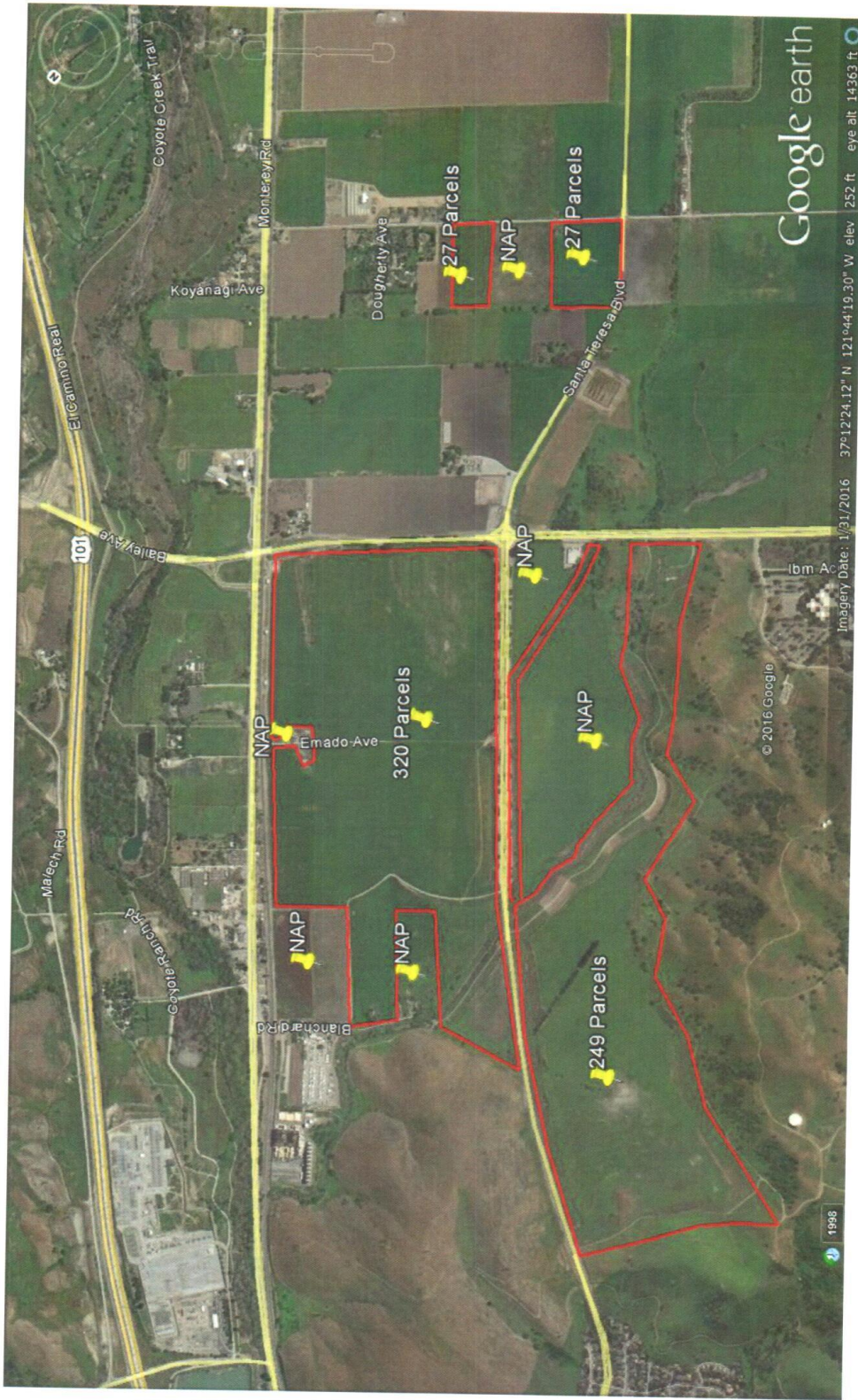
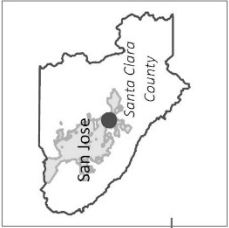


EXHIBIT C: Map and Description of Lease Area

EXHIBIT C: MAP OF LEASED AREA



- Leased Area
- Assessor's Parcels



Data Sources: SCVOSA, SCVWD, Santa Clara County Parcels 2018; City of San Jose
 Created by kwong 10/27/2019



Exhibit D: Memorandum of Lease

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL
TO:

City of San Jose
200 E. Santa Clara Street, 16th
Floor
San Jose, California 95113
Attn: City Clerk

WITH A COPY TO (AND SEND
POSSESSORY INTEREST TAX
STATEMENTS TO):

Agco Hay LLC
9356 Airline Highway
Tres Pinos, CA 95075
Attn: Allan Renz

APN(s): 708-25-002, 708-26-001,
708-26-002, 708-27-001, 708-27-
002, 708-27-007, 708-27-014, 708-
28-002

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declares that this Memorandum of Ground Lease is exempt from Recording Fees pursuant to California Government Code Section 27383.

Exempt from Documentary Transfer Tax: Term less than 35 years, and tenant is a public entity (transfer to a public entity) pursuant to R&T Section 11922.

Declarant: City of San Jose - Signature: _____, City Manager.

MEMORANDUM OF AGRICULTURAL LEASE

THIS MEMORANDUM OF AGRICULTURAL LEASE (this "**Memorandum**") is dated as of _____, 2019 and is entered into by and between the CITY OF SAN JOSE, a municipal corporation ("**Landlord**"), the SANTA CLARA VALLEY OPEN SPACE AUTHORITY, a California special district ("**Manager**") and AGCO HAY LLC, a California limited liability company ("**Tenant**").

RECITALS

A. Landlord and Tenant executed that certain Agricultural Lease dated _____, 2019 (the "**Lease**") affecting the land described on Exhibit "A" (the "**Property**").

B. Landlord and Tenant now desire to record this Memorandum in order to, among other things, comply with any applicable law requiring that municipal leases be recorded and give constructive notice of the existence of the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Manager and Tenant hereby agree as follows:

1. Ground Lease. Landlord has leased the Property to Tenant, and Tenant has leased the Property from Landlord, upon and subject to the terms and conditions set forth in the Lease. The Lease is hereby incorporated herein by this reference.

2. Term. The term of the Lease commences on the date on which Landlord acquired the Property and expires on the earlier of: (i) December 1, 2021, or (ii) two (2) years after the term commences.

IN WITNESS WHEREOF, Landlord, Tenant and Manager have executed this Memorandum as of the date and year first above written.

TENANT:

AGCO HAY LLC

By: _____
Print Name: _____
Title: _____

LANDLORD:

CITY OF SAN JOSE,
a municipal corporation

By: _____
Print Name: _____
City Manager

MANAGER:

SANTA CLARA COUNTY OPEN SPACE
AUTHORITY

By: _____
Print Name: _____
Title: _____

EXHIBIT "A"

DESCRIPTION OF LAND

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL THREE:

PARCEL "A", SO DESIGNATED AND DELINEATED ON THE RECORD OF SURVEY FILED FOR RECORD DECEMBER 9, 1970 IN BOOK 276 OF MAPS, PAGES 22 AND 23, SANTA CLARA COUNTY RECORDS.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF DESCRIBED IN THE DEED TO THE CITY OF SAN JOSE, RECORDED JULY 17, 1986, IN BOOK J769, PAGE 579, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SANTA TERESA BOULEVARD (WIDTH VARIES), SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF SAID PARCEL A AS SHOWN ON SAID MAP (276M 22);

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL A, THE FOLLOWING SIX (6) COURSES:

7. NORTH 54° 09' 19" EAST, 298.40 FEET,
8. NORTH 81° 07' 20" EAST, 199.81 FEET,
9. NORTH 71° 28' 35" EAST, 302.45 FEET,
10. NORTH 81° 08' 01" EAST, 261.34 FEET,
11. NORTH 63° 54' 59" EAST, 209.79 FEET,
12. SOUTH 52° 42' 20" EAST, 126.99 FEET TO THE WESTERLY LINE OF PARCEL NINE AS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED ON MARCH 9, 2016 IN DOCUMENT 23239852 OF OFFICIAL RECORDS OF SANTA CLARA COUNTY,

THENCE ALONG SAID WESTERLY LINE OF PARCEL NINE, SOUTH 26° 22' 55" WEST, 200.67 FEET,

THENCE ALONG SOUTHERLY LINE OF SAID PARCEL NINE, SOUTH 42° 42' 10" EAST, 171.28 FEET;

THENCE LEAVING SAID LINE, ALONG THE ARC OF A 420.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WHOSE CENTER POINT BEARS SOUTH 79° 43' 01" EAST, THROUGH A CENTRAL ANGLE OF 15° 57' 53", AN ARC DISTANCE OF 117.03 FEET;

THENCE SOUTH 05° 40' 54" EAST, 1177.80 FEET TO A POINT ON THE AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF SANTA TERESA BOULEVARD (WIDTH VARIES);

THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES:

4. NORTH 47° 46' 17" WEST, 174.56 FEET,
5. NORTH 48° 42' 06" WEST, 1202.94 FEET,
6. NORTH 49° 22' 11" WEST, 500.24 FEET TO THE POINT OF BEGINNING.

APNS: 708-28-002 (PORTION) AND 708-27-007

PARCEL FOUR:

BEING A PORTION OF THE RANCHO LA LAGUNA SECA AS PATENTED IN SANTA CLARA COUNTY, CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF BAILEY AVENUE, AS DEEDED TO THE COUNTY OF SANTA CLARA BY DEED RECORDED IN BOOK 183 OF DEEDS PAGE 389, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA DISTANT THEREON SOUTH 48° 30' WEST 2093.56 FEET FROM THE INTERSECTION THEREOF WITH THE SOUTHWESTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY AND RUNNING THENCE NORTH 41° 11' 30" WEST 1754.53 FEET TO A BURIED IRON PIPE FROM WHICH THE MOST NORTHERN CORNER OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 67 OF DEEDS, AT PAGE 82, BEARS NORTH 49° 00' 40" EAST 2157.72 FEET; THENCE SOUTH 49° 00' 40" WEST 794.00 FEET TO A BURIED IRON PIPE; THENCE SOUTH 41° 35' EAST 753.06 FEET; THENCE SOUTH 41° 30' EAST 1008.48 FEET TO A BURIED IRON PIPE IN THE CENTER LINE OF BAILEY AVENUE; THENCE ALONG SAID CENTERLINE NORTH 48° 30' EAST 783.38 FEET POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

ALL OF PARCELS A, B, AND C, AS SHOWN ON RECORD OF SURVEY, SANTA TERESA BOULEVARD, FILED FOR RECORD OCTOBER 2, 1969 IN BOOK 259 OF MAPS, PAGE 49, SANTA CLARA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE CITY OF SAN JOSE RECORDED JULY 17, 1986, IN BOOK J769, PAGE 579 OF OFFICIAL RECORDS.

SUBJECT TO THOSE RIGHTS RESERVED BY CHEVRON U.S.A. INC., ACCORDING TO THE CORPORATION GRANT DEED RECORDED OCTOBER 28, 1986, IN BOOK J898, PAGE 802, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE CITY OF SAN JOSE RECORDED OCTOBER 31, 1986 IN BOOK J904, PAGE 401, OFFICIAL RECORDS.

APN: 708-27-014

PARCEL FIVE:

ALL THAT CERTAIN 41.817 ACRE +/- PARCEL OF LAND AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD IN BOOK 466 OF MAPS AT PAGE 45 SANTA CLARA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL FIVE AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED FROM WALTER COTTLE LESTER TO ETHEL E. LESTER FOR AN UNDIVIDED 1/2 INTEREST , AS SAID DEED WAS RECORDED AUGUST 5, 1971 IN BOOK 9450 OF OFFICIAL RECORDS AT PAGE 682, SANTA CLARA COUNTY RECORDS; THENCE LEAVING SAID POINT OF BEGINNING ALONG THE NORTHWESTERLY LINE OF SAID PARCEL FIVE, SOUTH 48° 30' WEST, 913.69 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND DEEDED TO WILLIAM S. TEVIS BY EMMA E. OWEN, BY DEED DATED APRIL 27, 1905, RECORDED IN BOOK 295 OF DEEDS AT PAGE 484, SAID NORTHERLY CORNER BEING ON THE GENERAL NORTHEASTERLY LINE OF THAT CERTAIN 169.719 ACRE PARCEL SHOWN AS PARCEL A ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 276 OF MAPS, AT PAGES 22 AND 23, SANTA CLARA COUNTY RECORDS; THENCE LEAVING SAID NORTHERLY CORNER AND ALONG SAID GENERAL NORTHEASTERLY LINE OF PARCEL A, BEING ALSO THE NORTHEASTERLY LINE OF SAID LANDS DEEDED TO TEVIS, SOUTH 41° 53' 21" EAST (SHOWN AS SOUTH 42° 04' 16" EAST ON SAID RECORD OF SURVEY) 1957.42 FEET TO A POINT ON THE CENTERLINE OF EMADO AVENUE (50 FEET WIDE); THENCE LEAVING SAID GENERAL NORTHEASTERLY LINE AND ALONG THE CENTERLINE OF EMADO AVENUE NORTH 48° 48' 41" EAST, 945.18 FEET TO A 3/4" IRON BOLT FOUND IN THE CENTERLINE OF EMADO AVENUE AT THE MOST EASTERLY CORNER OF SAID PARCEL FIVE; THENCE LEAVING SAID CENTERLINE OF EMADO AVENUE AND ALONG THE NORTHEASTERLY LINE OF SAID PARCEL FIVE, NORTH 42° 48' 25" WEST, 1963.02 FEET POINT OF BEGINNING.

APN: 708-26-001

PARCEL SIX:

ALL THAT CERTAIN 44.982 ACRES +/- PARCEL OF LAND AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD IN BOOK 466 OF MAPS AT PAGE 45, SANTA CLARA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF EMADO AVENUE (50 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY HERBERT PACKING CO., INC., A CORPORATION, TO SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION BY DEED RECORDED FEBRUARY 11, 1927 IN BOOK 299 OF OFFICIAL RECORDS, AT PAGE 334, SANTA CLARA COUNTY RECORDS; THENCE LEAVING SAID POINT OF BEGINNING ALONG SAID CENTERLINE OF EMADO AVENUE SOUTH 48° 48' 41" WEST, 997.17 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL FIVE IN THE GRANT DEED FROM WALTER COTTLE LESTER TO ETHEL E. LESTER FOR AN UNDIVIDED 1/2 INTEREST, RECORDED AUGUST 5, 1971 IN BOOK 9450 OF OFFICIAL RECORDS, PAGE 682, SANTA CLARA COUNTY RECORDS; THENCE LEAVING SAID CENTERLINE OF EMADO AVENUE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL FIVE, NORTH 42° 48' 25" WEST, 1963.02 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL FIVE; THENCE ALONG THE NORTHWESTERLY LINES OF PARCELS 2 AND 1 RESPECTIVELY AS DESCRIBED IN SAID DEED FROM WALTER COTTLE LESTER TO ETHEL E. LESTER, NORTH 48° 30' EAST, 997.05 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL CONVEYED TO SOUTHERN PACIFIC RAILROAD COMPANY, THENCE ALONG THE SOUTHWESTERLY

LINE OF SAID SOUTHERN PACIFIC RAILROAD PARCEL, SOUTH 42° 48' 23" EAST, 1968.44 FEET POINT OF BEGINNING.

APN: 708-26-002

PARCEL SEVEN:

BEGINNING AT A STAKE MARKED 7.T. STANDING AT THE MOST EASTERLY CORNER OF THAT CERTAIN 60 ACRE TRACT OF LAND CONVEYED BY EMMA OWEN TO WILLIAM S. TEVIS BY DEED DATED APRIL 27, 1905 AND RECORDED IN BOOK 295 OF DEEDS, PAGE 484, SANTA CLARA COUNTY RECORDS, CALIFORNIA; AND RUNNING THENCE ALONG THE SOUTHEASTERLY LINE OF LANDS FORMERLY OF EMMA E. OWEN, NORTH 48° 46' EAST 29.85 1/2 CHAINS TO A STAKE MARKED W.O.W.J.C. STANDING ON THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID RIGHT OF WAY NORTH 41° 14' WEST 3 CHAINS, THENCE NORTH 42° 49' WEST 7.16 CHAINS TO AN IRON BAR STANDING IN THE CENTER LINE OF A ROAD CALLED EMADO AVENUE, FROM WHICH IRON BAR A STAKE MARKED W.P.7. BEARS SOUTH 42° 49' EAST TWENTY-FIVE (25) FEET; THENCE ALONG THE CENTER LINE OF SAID EMADO AVENUE AND ITS PROLONGATION, SOUTH 48° 48' WEST 29.73 CHAINS TO A STAKE MARKED 6-7 STANDING ON THE NORTHEASTERLY LINE OF THAT CERTAIN 60 ACRE TRACT CONVEYED TO WILLIAM S. TEVIS AS AFORESAID; THENCE ALONG SAID NORTHEASTERLY LINE OF SAID 60 ACRE TRACT, SOUTH 41° 41' EAST 10.17 1/2 CHAINS TO THE PLACE OF BEGINNING, AND BEING A PART OF THE RANCHO LA LAGUNA SECA.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED BY W.S. GROESBECK AND CLARA S. GROESBECK, HIS WIFE, TO SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION, BY DEED DATED OCTOBER 1, 1928 AND RECORDED OCTOBER 1, 1928 IN BOOK 419 OFFICIAL RECORDS, PAGE 447, AS FOLLOWS, TO WIT:

A STRIP OF LAND TWENTY FEET WIDE BEING A PORTION OF THE RANCHO LAGUNA SECA, IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY, THIRTY FEET AT RIGHT ANGLES SOUTHWESTERLY FROM THE CENTER LINE OF THE ORIGINAL CONSTRUCTED MAIN TRACT OF THE SAID SOUTHERN PACIFIC RAILROAD COMPANY WITH THE CENTER LINE OF EMADO AVENUE (50.00 FEET WIDE); THENCE SOUTH 43° 13' EAST ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF FOUR HUNDRED AND TWENTY-THREE AND 56/100 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, ON AN ARC OF A CURVE, CONCAVE TO THE RIGHT HAVING A RADIUS OF 5699.65 FEET (THE TANGENT TO SAID CURVE AT THE LAST MENTIONED POINT IS THE LAST DESCRIBED COURSE) AN ARC DISTANCE OF TWO HUNDRED FORTH-SEVEN FEET TO A POINT IN THE DIVIDING LINE BETWEEN THE LAND OF W.S. GROESBECK AND THE LANDS OF CHAS. O. BOCKS; THENCE SOUTH 49° 16' WEST ALONG SAID DIVIDING LINE A DISTANCE OF 20 FEET TO A POINT; THENCE NORTHWESTERLY PARALLEL TO AND FIFTY FEET RADIALLY SOUTHWESTERLY FROM SAID CENTER LINE OF THE ORIGINAL CONSTRUCTED MAIN

TRACT ON THE ARC OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 5679.65 FEET, (THE TANGENT OF THE LAST MENTIONED CURVE AT THE LAST DESCRIBED POINT BEARS NORTH 40° 44' WEST) AN ARC DISTANCE OF TWO HUNDRED FORTY-SIX AND 13/100 (246.13 FEET) TO A POINT; THENCE NORTH 43° 13' WEST (TANGENT TO LAST DESCRIBED CURVE) A DISTANCE OF FOUR HUNDRED TWENTY-FOUR AND 26/100 FEET TO A POINT IN THE SAID CENTER LINE OF EMADO AVENUE; THENCE NORTH 48° 48' EAST ALONG THE SAID CENTER LINE OF EMADO AVENUE A DISTANCE OF TWENTY AND 01/100 FEET POINT OF BEGINNING.

APN'S: 708-27-001 AND 002

PARCEL EIGHT:

BEING A PORTION OF PARCEL EIGHT OF THAT CERTAIN GRANT DEED RECORDED ON MARCH 9, 2016, AS INSTRUMENT NO. 23239852, OFFICIAL RECORDS OF SANTA CLARA COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID PARCEL EIGHT;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL EIGHT, SOUTH 42° 55' 10" EAST, 152.19 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY LINE, THE FOLLOWING TWO (2) COURSES:

3. NORTH 35° 16' 09" EAST, 31.75 FEET,
4. NORTH 33° 22' 08" EAST, 451.78 FEET TO THE NORTHERLY LINE OF SAID PARCEL EIGHT;

THENCE ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY LINES OF SAID PARCEL EIGHT, THE FOLLOWING THREE (3) COURSES:

4. SOUTH 42° 55' 10" EAST, 1416.22 FEET,
5. SOUTH 48° 18' 37" WEST, 470.09 FEET,
6. NORTH 42° 55' 10" WEST, 1292.55 FEET TO THE POINT OF BEGINNING.

APN: 708-25-002 (PORTION)