

LAS LOMITAS ELEMENTARY SCHOOL DISTRICT

SECOND AMENDMENT TO LEASE AGREEMENT

Ladera School

360 La Cuesta Drive
Portola Valley, California

SECOND AMENDMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("**Second Amendment**") is made on this 14th day of DECEMBER, 2017, by and between the **Las Lomas Elementary School District**, a subdivision of the State of California, ("**Landlord**"); and **Woodland School**, a California corporation, ("**Tenant**"). All capitalized terms when used herein shall have the same meanings given such terms in the Lease unless expressly superseded by the terms of this Second Amendment.

RECITALS:

- A. Landlord owns the real property located at 360 La Cuesta Drive, Portola Valley, CA, County of San Mateo, California, which is described on Exhibit A-1 to the Lease (the "**Ladera School Site**").
- B. Landlord and Tenant entered into that certain Lease Agreement dated June 19, 2012 (the "**Original Lease**"), pursuant to which Landlord leases to Tenant a portion of the Ladera School Site as depicted on Exhibit A-2 to the Lease (the "**Property**") for the purpose of operating a preschool through eighth grade school, including day care, after school community and athletic activities.
- C. Pursuant to Section 1A of the Original Lease, Tenant holds an irrevocable and exclusive license to use during School Hours, maintain and repair the "Blacktop" and the "Playing Fields" (collectively, the "**Play Areas**") shown outside the dashed lines on Exhibit A-2.
- D. Landlord and Tenant entered into a First Amendment to the Lease dated May 14, 2013 ("**First Amendment**") whereby Landlord authorized Tenant's plans, as depicted in Exhibit 1 to the First Amendment for (1) construction of certain tenant improvements to the Ladera School Site, including a new school gymnasium, new classrooms and a new administrative building on the Property (collectively, the "**Tenant Improvements**") and (2) a drop-off lane, parking and new fire truck access/ pedestrian path on the perimeter of the Playing Fields (collectively, the "**2013 Authorized Access and Parking**"). The First Amendment and the Original Lease are hereafter collectively referred to as the "**Lease.**"
- E. Concurrently with the First Amendment, the Parties entered into that certain "Grant of Access and Parking Easement and Agreement" dated May 14, 2013 ("**Easement Agreement**") whereby Landlord granted Tenant an easement over the Ladera School Site for the purpose of vehicular parking, vehicular and pedestrian ingress and egress, emergency vehicle access, maintenance and repair, which Easement was never recorded in the Official Records of San Mateo County.

- F. On May 15, 2013, Landlord issued Tenant a Site Use Permit which granted Tenant permission to use and occupy the Play Areas exclusively for use as a temporary site-office, temporary classroom portables, storage, staging, equipment laydown and assembly area for activities associated with construction of the Tenant Improvements and the 2013 Authorized Access and Parking ("**Site Use Permit**").
- G. On July 24, 2013, San Mateo County issued a Use Permit Amendment/Renewal and Grading Permit (PLN 2000-00352) allowing the Tenant Improvements and 2013 Authorized Access and Parking and continuation of Tenant's use of the Property as an elementary school for a maximum of 325 preschool to eighth grade students upon certain terms and conditions ("**County Use Permit**").
- H. The new school gymnasium and new classroom components of the Tenant Improvements were completed on October 1, 2014, as shown on the map depicted in Exhibit A attached hereto and incorporated herein. Also as shown on Exhibit A, the four (4) classroom portable buildings ("**Portables**") authorized by the Site Use Permit were installed on August 30, 2016. With the exception of the fire truck access/ pedestrian path that were completed, the 2013 Authorized Access and Parking and the administrative office component of the Tenant Improvements were never constructed.
- I. Tenant now desires to: (1) proceed with constructing the 2013 Authorized Access and Parking with certain modifications as depicted on Exhibit A that would allow for an additional 41 parking spaces on the licensed area of the Ladera School Site along with certain ADA improvements to the existing parking lot on the Property (collectively ("**New Access and Parking**"); (2) modify the School Hours to 7:30a.m.-5:00pm; and (3) retain the Portables for the term of the Lease and modify the boundaries of the Property to encompass the Portables.
- J. Accordingly, on the terms and conditions set forth in this Second Amendment, Landlord and Tenant mutually agree and desire to further amend the Lease on the terms and conditions set forth in this Second Amendment to (1) memorialize Landlord's approval of Tenant's conceptual plans for the New Access and Parking and agreement to cooperate with Tenant in obtaining all consents, approvals, permits and authorizations required to implement the New Access and Parking; and (2) modify School Hours to 7:30a.m. – 6:00p.m; (3) grant Tenant a license to construct, use, operate and maintain the New Access and Parking and modify the use and maintenance provisions of the Lease accordingly; (4) release and terminate the Easement Agreement and the Site Use Permit; (5) and modify the boundaries of the Property to include the Portables.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows (capitalized terms used and not otherwise defined herein shall have the meanings given in the Lease and the First Amendment):

1. Landlord Approval of Tenant's Conceptual Plans; Cooperation with Permitting. Landlord hereby approves Tenant's conceptual plans for construction of the New Access and Parking and agrees to use all commercially reasonable best efforts to cooperate with Tenant in obtaining all consents, approvals, permits and authorizations, including any modification or amendment to the County Use Permit, required to implement the New Access and Parking.
2. License to Include New Access and Parking; Modification of School Hours. Section 1.B of the Lease is hereby replaced and superseded with the following:

License to Use Play Areas and New Access and Parking. Landlord hereby grants to Tenant and its employees, agents, contractors and invitees (collectively, "Tenant's Agents") an exclusive license to use, maintain and repair the Play Areas and to install, use, maintain and repair the New Access and Parking during School Hours during the Term. "School Hours" shall mean from the hours of 7:30am through 5:00 pm Monday through Friday excepting public school holidays.

3. Use of New Access and Parking. Section 6.C of the Lease is hereby replaced and superseded with the following:

Use of Play Areas and New Access and Parking. The Play Areas and New Access and Parking shall be used cooperatively by Landlord, Tenant, the general public and other user groups ("User Groups") during the Term, provided that Tenant shall have the right to use the Play Areas and New Access and Parking exclusively during School Hours pursuant to Section 1B. Tenant agrees to allow users of the Play Areas and New Access and Parking ingress and egress through the Property during non-School Hours. Tenant will reasonably cooperate with User Groups to allow access to the Play Areas during School Hours provided such use does not interfere with Tenant's use of the Play Areas during School Hours and User Groups adhere to Tenant's published school rules while on the Property. Landlord shall indemnify, defend and hold harmless Tenant with respect to any loss, damage, liability, cost, or expense that may arise out of or be caused in any way by use or occupancy of the Play Areas the New Access and Parking or access through the Property by User Groups that directly contract with Landlord. Furthermore, Landlord shall require User Groups it directly contracts with to (i) indemnify, defend and hold harmless Tenant with respect to any loss, damage, liability, cost, or expense that may arise out of or be caused in any way by such use or occupancy of the Play Areas and/or the New Access and Parking, and (ii) name Tenant as an additional insured on any policy User Groups are required to furnish to the District. Landlord shall ban User Groups from future use of the Play Areas and/or the New Access and Parking should User Groups fail to comply with Tenant's published school rules and/or Landlord's policies for use of School Facilities set forth in Exhibit B attached hereto and incorporated herein.

4. Maintenance of New Access and Parking. Section 10.D of the Lease, as amended by the First Amendment, is hereby replaced and superseded with the following:

Except as otherwise set forth in this Section, Tenant, at its cost, shall maintain the Play Areas and the New Access and Parking in a good condition. Landlord shall have no maintenance or repair obligations with respect to the Play Areas and the New Access and Parking except that Landlord shall be obligated to repair any damage caused by User Groups that directly contract with Landlord for use of the Play Areas and/or the New Access and Parking. In the event that repairs are required, and after ten (10) days' notice by Tenant to Landlord, Landlord does not make the repairs, Tenant shall have the right to make repairs on behalf of Landlord and Landlord shall reimburse Tenant all costs incurred in undertaking such repairs within thirty (30) days of Tenant's delivery of documentation of the costs of the repairs to Landlord. Tenant hereby expressly waives the provisions of Subsection 1 of Section 1932 and Sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of Landlord as provided in Section 1942 of said Civil Code.

5. Termination of Easement Agreement and Site Use Permit. Tenant and Landlord hereby release and terminate the Easement Agreement and the Site Use Permit, and agree that they shall have no force or effect. Since these documents were not recorded with the County Recorder, no further action is required of the Parties.
6. Replacement of Exhibit A-2 to Lease; Inclusion of Portables within Property Boundaries. The Parties acknowledge and agree that the Portables shall be included within the Property as defined in Section 1A of the Lease. Exhibit A-2 to the Lease is hereby replaced and superseded with Exhibit A attached to this Second Amendment and incorporated herein. The Parties acknowledge and agree that Exhibit A modifies Exhibit A-2 to the Lease to encompass the Portables within the blue line depicting the Property boundaries. The Parties further acknowledge and agree that Exhibit A does not modify the Property boundaries to include the New Access and Parking and that Tenant's installation, use, maintenance and repair of the New Access and Parking will be governed by the license pursuant to Section 2 above.
7. Counterparts. This Second Amendment may be executed in any number of counterparts, which may be delivered electronically, via facsimile or by other means. Each party may rely upon signatures delivered electronically or via facsimile as if such signatures were originals. Each counterpart of this Second Amendment shall be deemed to be an original, and all such counterparts (including those delivered electronically or via facsimile), when taken together, shall be deemed to constitute one and the same instrument.
8. No Further Modification. Except as set forth in this Second Amendment, all of the terms and provisions of the Lease and the First Amendment are hereby ratified and confirmed and shall

remain unmodified and in full force and effect. In the event of any conflict between the terms and conditions of the Lease and/or the First Amendment and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment, through their respective officers or representatives, duly authorized, as of the day and year shown below.

LAS LOMITAS SCHOOL DISTRICT

By: *Lisa Cesario*
Name: LISA CESARIO
Title: SUPERINTENDENT
Date: 12/14/17

WOODLAND SCHOOL

By: *[Signature]*
Name: Had of Subal
Title: Woodland Filial
Date: 1/2018

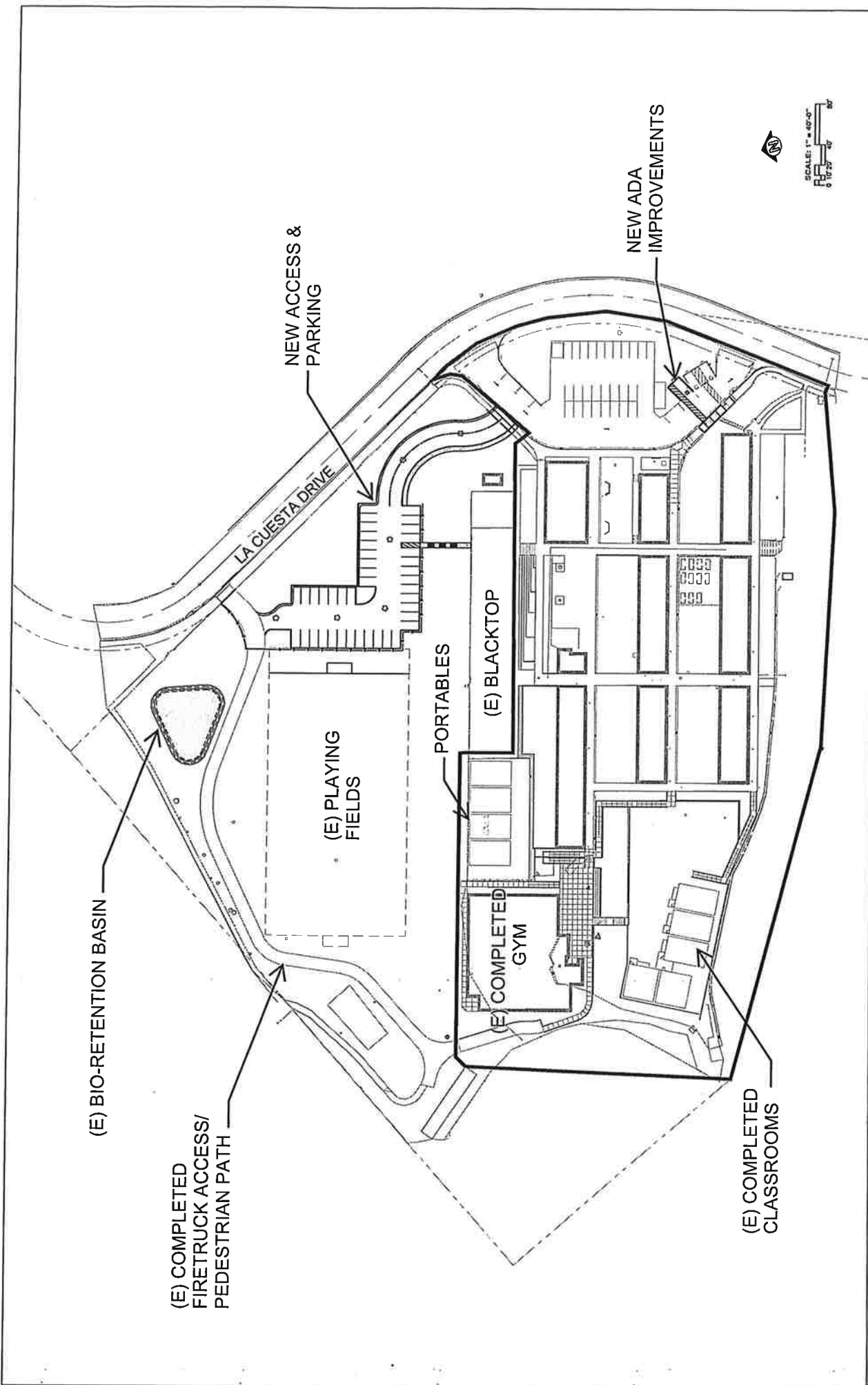


Exhibit B

Los Lomas Elementary School District Policy

Section 1330 - Use Of School Facilities

Application for Use

All applications for the use of school facilities and equipment shall be made on official forms and submitted to the district office at least 10 school days prior to the proposed use.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

The Superintendent or designee is authorized to determine the appropriateness of granting the use of the facility to the requesting group. If deemed appropriate, the application will be forwarded to the school site and to the Supervisor of Maintenance, Operations and Transportation for confirmation of space availability. The Superintendent's designee may then issue final approval to the requesting organization.

Applicants (such as sports leagues) who wish to schedule consecutive use dates for practices and/or games over a period of weeks/months must submit an application indicating all requested dates/times. The application is due no later than September 1 for the fall season, no later than November 1 for the winter season, and no later than March 1 for the spring season. The Superintendent's designee will attempt to reconcile conflicting requests based on the established use priorities. Late applications will be accepted only if there is available space to accommodate the request.

Charges

All charges shall be in accordance with the fee schedule adopted by the Board. This schedule is subject to change.

Expiration

No facility use permit shall be granted for a period exceeding one year.

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law.

2. Any use, which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work.
3. Any use, which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco.

(cf. 3513.3 - Tobacco-Free Schools)

Damage and Liability

Groups, organizations or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

School/District Use Priority

All school and/or district activities have priority over any other use of district facilities. No use of district property shall be inconsistent with the use of facilities for school purposes. No use will be permitted which conflicts with the policies and procedures of the district.

Use of facilities shall be in the following order of priority, except that all use will be suspended in the event of a major disaster. In such a case, the district's program and rules shall prevail, and emergency procedures for mass care will take precedence.

1. Activities and programs of the School or district.
2. Team practices and events sponsored by the Las Lomas League.
3. Use by community organizations and public agencies whose primary purpose is service to youth where no admission is charged and no fees or contributions are solicited.
4. Use by civic and service groups and public entities whose purpose for using the facilities is to improve the general welfare of the community and where admission is charged and/or contributions are solicited, but the net receipts are expended for the welfare of the students of the district.
5. Use by groups who wish to rent the school facilities but whose net receipts, if any, are not expended for the welfare of the district's students.
6. Use by groups to whom the Governing Board may make school facilities available at a fair rental value.

Hours of Use

All use of school facilities must terminate at 10:00 p.m., except with prior approval. During the school year, use of school facilities for student groups must terminate by 8:00 p.m.

District Employee in Charge

Keys required to carry out any and all activities shall remain in the sole possession of authorized district employees. Keys shall not be turned over to individual organizations, clubs, associations, etc. Buildings shall be opened, attended, and closed by an authorized employee of the district. The Superintendent and/or designee may suspend this requirement when such suspension would serve the best interest of the district.

Use of District Equipment

A qualified district employee must supervise the use of any district equipment. Any cost for the supervising employee shall be borne by the group using the facility.

Responsibility of Organizations

Each organization is directly responsible for the conduct of all persons using the facility in connection with its activities.

Controlled Substances

No alcoholic beverages or illegal drugs in any form shall be brought onto the property of the district. Any person under the influence of drugs or alcohol shall be denied participation in any activity.

Violation of this regulation shall be justification for immediate termination of the event, closing of the facility, and denial of future use of district facilities.

Supervision of Youth Activities

Supervision of students before and after the activity must be provided.

Insurance Coverage

It is the responsibility of any organization requesting the use of district facilities to have the necessary liability and property damage insurance. Such insurance shall not be less than \$1,000,000 (one million) combined single limit for bodily injury and property damage for all groups. Additional types and amounts of coverage may be required at the district's discretion. On all insurance certificates, the user shall be named as the primary insured for the requested usage, and the district, its employees and agents shall be named as additional insured.

It is agreed that the User shall defend, hold harmless and indemnify the district, its officers, agents and/or employees from any and all liability, damage, cost, expense, and/or claims for injuries to persons (including, but not limited to, sports programs participants and spectators)

and/or damage to property which arise from the User's use of the Premises (including ingress and egress to the Premises), and for such liability, damage, cost, expense, and/or claims arising from the negligent acts or omissions of the User, its officers, agents and/or employees.

The district assumes no responsibility whatsoever for the loss or damage to personal items caused by, or pertaining to, the use of district facilities.

Rules and Regulations for Facilities Use

Gym and Jensen Hall at La Entrada

1. No player is allowed in the facility until his or her coach has arrived.
2. After practice coaches must stay with players until their parents or guardians arrive to pick them up.
3. FOOD, BEVERAGES OR GUM ARE NOT ALLOWED IN ANY PART OF THE GYMS (this includes the foyers and the bathrooms). Plastic water bottles filled with plain water are permitted (no flavored water or vitamin water). There are drinking fountains available in the foyers. Feel free to enjoy snacks and beverages outdoors.
4. No animals allowed in any part of the gyms.
5. All coaches and players must wear proper shoes that will not mark the gym floors. Everyone must have shoes on (no playing or coaching in bare feet or socks).
6. Pick up your trash and belongings. Put empty plastic water bottles in the recycling bins in the gym foyers.
7. Only scheduled teams are permitted in the gyms during their assigned time. No player is allowed to "hang out" while waiting for his or her practice.
8. Keep out of restricted areas: the stage and back hallways in Jensen Hall (the stair ramp is not a slide). Leave all P.E. and school equipment alone.
9. Do not throw, pass, serve, hit, etc. balls against any of the walls or ceilings. Keep feet/shoes off the walls.
10. Do not play with any balls in the foyer of the gyms.
11. The glass doors near the blacktop in Jensen Hall must remain closed during practice to discourage use of the foyer as a passageway and to keep unauthorized people out of the gym.
12. Shut-off the lights and close the doors when you leave the facility. An authorized person will check the doors and lights later in the evening to make sure the facility is secure.

La Entrada MUR or Library, Las Lomitas Library or Cano Hall, and All Other Classroom/Indoor Spaces

1. Children must be supervised at all times.
2. Be respectful of other materials in the room.
3. Pick up your trash and belongings.
4. Animals are not allowed at any time, without prior written approval.
5. Turn off the lights and close the door when you are finished.

Fields at Las Lomitas

1. Use of outside facilities (playgrounds and fields) shall be limited to daylight hours at times school is not in session or in use by school groups.
2. Use of outside facilities (playgrounds and fields) shall not be permitted while it is raining. Fields may not be used if wet and the activity would be harmful to the playing surface.
3. Children must be supervised at all times.
4. Movable Soccer and Lacrosse goals on school grounds can present a safety hazard. Organizations using district fields for soccer and lacrosse practices and/or games will be responsible for chaining goals to a fence or permanent structure whenever the goals are not in use. Failure to comply with these directions will result in denial of field use permit.

Restrooms

1. Restroom doors must remain locked between uses, and children must be supervised at all times.
2. Restrooms should be left free of all trash and personal belongings. Turn off the lights and close and/or lock the doors when you are finished.
3. To obtain the Restroom Key a deposit of \$150 is required. Key must be returned the first work day following use for deposit to be returned, otherwise deposit will be used to re-key the Restrooms.
4. Additional costs for Restroom use will be added based on the condition of the facilities and the cleaning costs after use. Repair costs for any damages to the Restrooms due to negligence or misuse will also be added to the final billing.

approved: February 11, 2004 Menlo Park, California

revised: April 20, 2005

revised: August 9, 2006

revised: September 12, 2013

revised: December 14, 2016