



LARRY WALKER
Auditor/Controller – Recorder

R Regular Mail

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

Doc#: 2009-0051038

Titles: 1 Pages: 5



Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

(Space Above Line for Recorder's Use Only)

FIRST AMENDMENT TO LEASE AGREEMENT

This first amendment to the lease agreement (the "Lease") dated April 3, 2001, by and between the City of Redlands, a municipal corporation ("Landlord"), and Grove High School, a Charter school located in the Redlands Unified School District ("Tenant"), is made effective this 2nd day of December, 2008.

RECITALS

WHEREAS, Landlord and Tenant are parties to the Lease, recorded on April 20, 2001 as document number 20010149127 in the official records of the County of San Bernardino, which authorizes Tenant to conduct educational programs on certain property (the "Premises") located in Landlord's "Heritage Park;" and

WHEREAS, pursuant to section 5.04 of the Lease, Tenant may not make, or permit any other persons to make, any structural alteration to the Premises without the prior written consent of Landlord; and

WHEREAS, it is the desire of Landlord and Tenant to amend the Lease to permit Tenant to locate a Tenant-owned structure commonly known as the "Barton School House" on the Premises, and to make certain improvements thereto;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Grove High School agree to amend the Lease as follows:

AGREEMENT

Section 1. Section 3.01 of the Lease, entitled "Permitted Use," is hereby amended to read as follows:

"During the term of this Lease, the Premises shall be used solely for (1) educational purposes, including but not necessary limited to, agricultural and science studies based on the operation of a working farm with crops and farm animals and attendant activities; and (2) with specific respect to the "Barton School House," if located upon the Premises, such structure may be used for education purposes, landlord-approved community meetings sponsored by non-profit organizations, and other meetings and events approved by Landlord."

Section 2. Section 5.02 of the Lease, entitled "Maintenance by Landlord," is hereby amended to read as follows:

“Except for the Tenant-owned structure commonly known as the “Barton School House” and any improvements constructed by Tenant that are associated therewith, Landlord shall at its own cost and expense maintain in good condition and repair the structural elements of the Premises. Tenant shall at its own cost and expense maintain in good condition and repair the structural elements of the “Barton School House” and the improvements associated therewith. For purposes of this section, ‘structural element’ shall mean, with respect to any improvements on the Premises, the exterior roofs, exterior walls, structural supports and foundations. Notwithstanding the foregoing, Landlord shall not be liable for any damages to Tenant or the property of Tenant resulting from Landlord’s failure to make any repairs required by this section unless written notice of the need for those repairs has been given to Landlord by Tenant and Landlord has failed for a period thirty (30) days after receipt of the notice, unless prevented by causes not the fault of Landlord, to make the needed repairs. Notwithstanding anything in this section to the contrary, Tenant shall promptly reimburse Landlord for the full cost of any repairs made pursuant to this section required because of the negligent or other fault, other than normal and proper use, of Tenant or its employees, agents and subtenants, if any.”

Section 3. Section 5.03 of the Lease, entitled “Maintenance by Tenant,” is hereby amended to read as follows:

“Except as otherwise expressly provided in section 5.02 of this Lease, Tenant shall (1) at its own cost and expense provide all routine maintenance for all portions of the Premises and shall keep all portions of the Premises and all improvements located on the Premises in good order and repair and in as safe and clean a condition as they were when received by Tenant from Landlord, reasonable wear and tear excepted; and (2) except with respect to the “Barton School House,” shall not undertake any repairs other than general maintenance, cleaning and painting without prior written notice to, and prior written consent of, Landlord.”

Section 4. Section 5.04 of the Lease, entitled “Alterations and Liens,” is hereby amended to read as follows:


“Except as proved in the subsections below, Tenant shall not make or permit any other person to make, any significant structural alterations to the Premises or to any improvements on the Premises without the prior written consent of Landlord. Landlord shall not unreasonably withhold its consent. Tenant shall keep the Premises free and clear from any and all liens, claims and demands for work performed, materials furnished or operations conducted on the Premises. Furthermore, any and all alterations, additions, improvements and fixtures, except furniture and trade fixtures, made or placed in or on the Premises by Tenant or any other person shall on expiration or earlier termination of this Lease, become the property of Landlord and remain on the Premises.

- A. Location of “Barton School House.” Landlord hereby grants permission to Tenant to locate the Tenant-owned structure commonly known as the “Barton School House” on the site shown on the map of the Premises which is attached hereto as Exhibit “A” and incorporated herein by this reference. Tenant shall be solely responsible, at Tenant’s sole cost, for the preparation of all plans and for grading the site prior to location of the Barton School House on the Premises, and obtaining all necessary City of Redlands permits and approvals.
- B. Security for the “Barton School House.” Upon location of the Barton School House on the Premises, Tenant shall be responsible for securing the structure through the use of construction fencing, or other means approved by Landlord, to protect the structure against threats and harm of fire, wind damage, theft, vandalism and graffiti.”

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

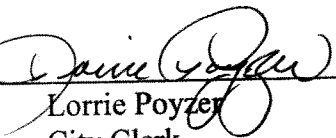
CITY OF REDLANDS (Landlord)

GROVE HIGH SCHOOL (Tenant)

By: 
Jon Harrison
Mayor

By: 
Gena Engelfried

ATTEST:

By: 
Lorrie Poyzer
City Clerk

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on December 2, 2008, before me, Lisa Caldera, Administrative Assistant, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Jon Harrison, Mayor and Lorrie Poyzer, City Clerk who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK

By: Lisa Caldera
Lisa Caldera, Administrative Assistant
(909)798-7531

CAPACITY CLAIMED BY SIGNER(S)

- { } Individual(s) signing for oneself/themselves
{ } Corporate Officer(s)
{ } Partner(s)
{ } Attorney-In-Fact
{ } Trustee(s)
{x} Other
Title(s): Mayor and City Clerk
Entity Represented: City of Redlands, a municipal corporation

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: First Amendment to Lease Agreement
Date of Document: December 2, 2008
Signer(s) Other Than Named Above: Grove High School, Gena Engelfried, Tenant

ACKNOWLEDGMENT

State of California
County of San Bernardino

On February 3, 2009 before me, Janice McConnell, Notary Public
(insert name and title of the officer)

personally appeared Gena Engelfried,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janice McConnell (Seal)



Proclamation - Charles H. Beeman - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously authorized issuance of a proclamation commending Charles H. Beeman for his conscientious 25 years of service dedicated to public education and to the youth in our community in his service as a San Bernardino Community College District trustee.

Proclamation - National Family Caregivers Month - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously authorized issuance of a proclamation declaring November 2008 as *National Family Caregivers Month*.

Agreement - Cost Distribution for Traffic Signals - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously approved a cost distribution agreement for traffic signals and lighting with the State of California, Department of Transportation (Caltrans), for the two traffic signals on Sixth Street on the eastbound and westbound I-10 Freeway ramps and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

Agreement - Wastewater Treatment Plant - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously approved an agreement with Wildermuth Environmental, Inc. in the amount of \$64,000.00 to furnish consulting services for an antidegradation analysis at the Wastewater Treatment Plant and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

Proclamation - Arbor Day - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously authorized issuance of a proclamation declaring April 25, 2008, as *National Arbor Day* which is required in order to apply for recertification as a Tree City USA.

Grove High School - Amendment - Fee Waiver - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously approved an amendment to the ground lease agreement with Grove School, authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City and waived fees for the grading permit.

Local Emergency Report - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously acknowledged receipt of the report regarding the status of the declared local emergency at the Safety Hall.

Agreement - Use of Firearms Range - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously approved