

APPROVED  
BOARD OF DIRECTORS  
By Res: CP-0443  
JUL 16, 2013

COUNTY OF SACRAMENTO  
CALIFORNIA

27

For the Agenda of:  
July 16, 2013

By

Clerk of the Board

To: Board of Directors

From: Carmichael Recreation and Park District

Subject: Approval Of Resolution Authorizing Approval Of Lease Agreement With California Montessori Project, Inc. For Classroom And Office Space In The La Sierra Community Center

Supervisory District(s): Peters

Contact: Tarry Smith, District Administrator (916) 485-5322

**Overview**

The Sacramento County Board of Supervisors approves and executes agreements involving leases of District property for three year terms or more. The California Montessori Project, Inc. has been leasing space under an agreement with commencing on January 1, 2012 and has reached a new agreement with the District Staff to expand lease classroom and office space in the La Sierra Community Center.

Rather than amend the current lease agreement, the Carmichael Recreation and Park District Advisory Board has recommended Board of Supervisors approval for a new lease agreement with a term of 60 months. Upon execution of this new lease, the prior lease agreement commencing on January 1, 2012 will terminate.

**Recommendation**

The Advisory Board of Directors recommends approval of the attached resolution authorizing the execution of the lease agreement with *California Montessori Project, Inc.*

**Measure/Evaluation**

Not applicable.

**Fiscal Impact**

The total California Montessori Project, Inc. lease space for Premise A is approximately 59,762 sq. ft. (Includes Gibbons/750 - 5,165 sq. ft. at a reduced rate) Annual lease payment of \$733,829.28 for the initial year will be paid to the Carmichael Recreation and Park District. On July 1, 2014 payment will increase by \$119,340.80 with the occupancy of Premise B.

## **BACKGROUND**

The Carmichael Recreation and Park District has operated the La Sierra Community Center since 1984. By leasing classrooms and other non-recreational spaces at the Center, the District has generated funds that support the costs of maintenance of the Center and provide affordable recreation activities for the Community. The new lease with the California Montessori Project, Inc. will occupy approximately 59,762 sq. ft. the first year and provide much needed revenue for the District.

Montessori schools make use of a unique teaching method and are located both nationally and internationally. The California Montessori Project, Inc. is a charter school, operating throughout California.

## **DISCUSSION**

The District has negotiated an agreement with California Montessori Project, Inc. for space located at the La Sierra Community Center, a Carmichael Recreation and Park District-owned property. They have agreed to terms with the District for a 60 month lease, beginning July 1, 2013 for Premise "A" and Premise B, beginning July 1, 2014.

	Months		Gibbons & 750	Monthly Rent
Premises A	(7/1/13 begins)	01-06	\$1.08 @ 54,597 sq. ft. = \$58,964.76 + (5,165 sq. ft. @ \$.25 = \$1,291.25) \$60,256.01	
Premises A	(1/1/14 begins)	07-12	\$1.11 @ 54,597 sq. ft. = \$60,602.67 + (5,165 sq. ft. @ \$.28 = \$1,446.20) \$62,048.87	
Premises A & B	(7/1/14 begins)	13-18	\$1.11 @ 63,437 sq. ft. = \$70,415.07 + (5,165 sq. ft. @ \$.31 = \$1,601.15) \$72,016.22	
	(1/1/15)	19-30	\$1.14 @ 63,437 sq. ft. = \$72,318.18 + (5,165 sq. ft. @ \$.34 = \$1,756.10) \$74,074.28	
	(1/1/16)	31-42	\$1.17 @ 63,437 sq. ft. = \$74,221.29 + (5,165 sq. ft. @ \$.37 = \$1,911.05) \$76,132.34	
	(1/1/17)	43-54	\$1.20 @ 63,437 sq. ft. = \$76,124.40 + (5,165 sq. ft. @ \$.40 = \$2,066) \$78,190.40	
	(1/1/18)	55-60	\$1.23 @ 63,437 sq. ft. = \$78,027.51 + (5,165 sq. ft. @ \$.43 = \$2,220.95) \$80,248.46	

The Carmichael Recreation and Park District Advisory Board of Directors, on May 16, 2013, agreed to recommend approval by the Sacramento County Board of Supervisors the lease agreement from July 1, 2013 to December 31, 2018 for approximately 59,762 sq. ft. for Premise "A" and from July 1, 2014 to December 31, 2018 for an additional 8,840 sq. ft. for Premise B. There is an opportunity to extend the term by mutual consent for one five year period.

**LEGAL ISSUES**

County Counsel has approved the attached agreements as to form.

**FINANCIAL ANALYSIS**

The total California Montessori Project, Inc. lease space for the first year is approximately 59,762 sq. ft. The base rate was negotiated at \$1.08 per sq. ft. with a .03 cent annual escalator beginning in January 2014. After 12 months, the base rate with escalator may be adjusted in consideration of any additional increased costs for utilities and services. The initial annual lease payment of \$733,829.28 will be paid to the Carmichael Recreation and Park District for the first year. The total income to the District over the life of the lease is \$4,388,181.60 not including any possible adjustments for increased costs for utilities and services.

Respectfully submitted,

APPROVED:  
BRADLEY J. HUDSON  
County Executive

\_\_\_\_\_  
TARRY SMITH, District Administrator  
Carmichael Recreation and Park District

By: \_\_\_\_\_  
ROBERT B. LEONARD  
Chief Deputy County Executive

Attachments: Resolution  
Agreement

RESOLUTION NO. CP-0443

**APPROVAL OF RESOLUTION AUTHORIZING APPROVAL OF LEASE  
AGREEMENT WITH CALIFORNIA MONTESSORI PROJECT, INC. FOR  
CLASSROOM AND OFFICE SPACE IN THE LA SIERRA COMMUNITY CENTER**

**BE IT RESOLVED AND ORDERED** that the Chairperson of the Board of Directors be and is hereby authorized and direct to execute a Lease Agreement, in the form hereto attached, on behalf of the **CARMICHAEL RECREATION AND PARK DISTRICT**, a political subdivision of the State of California, with **CALIFORNIA MONTESSORI PROJECT, INC, A CALIFORNIA CORPORATION**, and to do and perform everything necessary to carry out the purpose of this Resolution.

ON A MOTION by Director MacGlashan, seconded by Director Nottoli, the foregoing resolution was passed and adopted by the BOARD OF DIRECTORS of the CARMICHAEL RECREATION AND PARK DISTRICT, State of California, this 16<sup>th</sup> day of July, 2013, by the following vote to wit:

AYES:	DIRECTORS,	MacGlashan, Nottoli, Yee, Peters
NOES:	DIRECTORS,	None
ABSENT:	DIRECTORS,	Serna
ABSTAIN:	DIRECTORS,	None



Cyndi Lee  
Clerk, Board of Supervisors and Ex-officio  
Clerk of the Board of Directors of  
The Carmichael Recreation and Park District

Susan Peters

Chair of the Board of Supervisors and ex-officio Chair of the Board of Directors of the Carmichael Recreation and Park District

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman on 7/16/13

By: J. Bolyns  
Deputy Clerk, Board of Directors

**FILED**

BOARD OF DIRECTORS

JUL 16, 2013  
BY Cyndi Lee  
CLERK OF THE BOARD



LEASE AGREEMENT RE: LA SIERRA COMMUNITY CENTER  
BETWEEN CARMICHAEL RECREATION AND PARK DISTRICT (LESSOR) AND  
**CALIFORNIA MONTESSORI PROJECT, INC.**

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of July, 2013, by and between **CARMICHAEL RECREATION AND PARK DISTRICT**, a Recreation and Park District formed pursuant to the California Public Resources Code (section 5780, et seq.), hereinafter "LESSOR," and **CALIFORNIA MONTESSORI PROJECT, INC.**, a California Corporation, hereinafter "LESSEE."

IT IS MUTUALLY AGREED BY THE PARTIES AS FOLLOWS:

1. Demise. Subject to Section 3 (A), below, LESSOR grants to LESSEE, and LESSEE accepts: a) As of **July 1, 2013**, an exclusive tenancy in approximately **59,762 sq ft (54,597 sq. ft.** of air conditioned building space, inclusive of **Suites 200 - 245, 250, 255, 260, 265, 270, and 400, 405, 410, 415, 420, 425, 430, 435, 440, 445, 450, and 500, 505, 510, 515, 520, 525, 530, 535, and 600, 605, 610, 615, 620, 625, 630, 635, 640, 645, and Gibbons 700 East, and 830, 835) (Premise "A")** and exclusive use of **Gibbons Room and 750 West Wing** in approximately **5,165 sq. ft. of air conditioned space at a discounted rate. As of July 1, 2014**, an exclusive tenancy in approximately **8,840 sq. ft. of air conditioned building space, inclusive of Suites 300, 305, 310, 315, 320, 325, 330, 335, 340, 345, 350 (Premise "B")** in the La Sierra Community Center (hereinafter "Community Center"), located at 5325 Engle Road, Carmichael, California 95608, as shown on **Exhibit "A"** attached hereto, and which is hereinafter referred to collectively and singularly as the "Leased Premises" or "Premises".

2. Use. The Leased Premises are leased for **a charter school including administrative offices and classrooms** and LESSEE shall not use or permit the Leased Premises or any part thereof to be used for any other purpose or purposes. LESSEE shall be responsible that such use conforms to authorized uses as permitted by the Sacramento County Zoning Code for the leased premises.

3. Term.

A. Initial Term for Premise "A". The term of this Lease for Premises "A" suites shall be for **sixty months**, commencing on **July 1, 2013 and terminating on June, 30, 2018**. The lease term for these suites shall hereinafter be referred to as "Initial Term for Premise A".

Initial Term for Premise "B". The term of this Lease Premises "B" suites **shall commence on July 1, 2014 and terminate on June 30, 2018**. The lease term for these suites shall hereinafter be referred to as "Initial Term for Premise B".

B. Extended Term. LESSOR and LESSEE may, by mutual consent, extend either Initial term for Premise A or Initial term for Premise B, or both for **one five-year** period (the "Extended Term") upon the same terms and conditions contained in this Lease, with either party giving the other written notice at least one-hundred eighty (180) days, but not more than twelve (12) months, prior to the expiration of the Initial Term for Premise A and Initial Term for Premise B. The Administrator is authorized on behalf of LESSOR to execute and deliver the written notice provided herein.

(1) Not In Default. If LESSEE is in default on the date of giving the notice or on the date the Extended Term is to commence, the Extended Term shall not commence and this Lease shall expire at the end of the Initial Term.

4. Security Deposit. Upon execution of this Lease, LESSEE shall have on deposit with LESSOR an additional sum of **\$23,373.71. (Currently on deposit \$ 36,882.30)** either by cash or cashier's check payable to LESSOR. The Security Deposit is for the faithful performance by LESSEE of the provisions of this Lease regarding the payment of total monthly rent, the repair of damages to the Premises caused by LESSEE, and the cleaning of the Leased Premises upon termination, if any, as provided by Civil Code Section 1950.7. LESSOR is authorized to use the Security Deposit, or any portion of it, to cure any default of LESSEE. LESSEE shall immediately on demand pay to LESSOR a sum equal to the portion of the Security Deposit expended or applied by LESSOR as provided herein, or as LESSOR may increase said Security Deposit from time to time to an amount commensurate with the monthly lease payment, so as to maintain the Security Deposit in the amount required to be deposited with LESSOR at all times during the Lease term. LESSOR shall return the Security Deposit to LESSEE at the expiration of LESSEE's tenancy, subject to the provisions of Civil Code Section 1950.7. LESSOR's obligations with respect to the Security Deposit are those of a debtor and not a trustee. LESSOR may commingle such Security Deposit with LESSOR's general and other funds. LESSOR shall not be required to pay LESSEE any interest on such Security Deposit. The provisions of this Paragraph No. 4 shall not be deemed as, nor construed to be, liquidated damages.

5. Rent. LESSEE shall pay to LESSOR the total monthly rent set forth below, in advance and on the first day of the month.

A. Commencing **July 1, 2013 (Initial Premise A Commencement Date)** LESSEE shall pay LESSOR rent for Premise A in the amount of **\$60,256.01 per month for approximately 59,762 sq. ft. (Base Rent Premise A)** of air conditioned space (based upon \$1.08 per sq. ft. of leased space and \$.25 per sq. ft. for Gibbons Room and 750 West). This amount includes utilities and services for 12 months but does not include phone, internet access or janitorial services

B. Commencing on **July 1, 2014 (Initial Premise B Commencement Date)** LESSEE shall pay LESSOR rent for Premises B in the amount of **\$9,812.40 per month for 8,840 sq. ft. (Base Rent Premise B)** of air conditioned space (based upon **\$1.11** per square foot of leased space). This amount includes utilities and services but does not include phone, internet access or janitorial services.

C. Adjustment of Base Rent. The Rent for the Premises shall adjust at the rate of \$.03 per square foot on a calendar basis starting January 1, 2014. Rent is inclusive of Utilities and Services, not including phone, internet access and janitorial services for the first 12 months after such time the lease base rent will be evaluated on an annual basis any additional increases will be adjusted based on actual costs.

		Months	Gibbons & 750	Monthly Rent
Premises A	(7/1/13 begins)	01-06	\$1.08 @ 54,597 sq ft = \$58,964.76 + (5,165 sq ft @ \$.25 = \$1,291.25)	\$60,256.01
Premises A	(1/1/14 begins)	07-12	\$1.11 @ 54,597 sq ft = \$60,602.67 + (5,165 sq ft @ \$.28 = \$1,446.20)	\$62,048.87
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	(1/1/15)	19-30	\$1.14 @ 63,437 sq ft = \$72,318.18 + (5,165 sq ft @ \$.34 = \$1,756.10)	\$74,074.28
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	(1/1/18)	55-60	\$1.23 @ 63,437 sq ft = \$78,027.51 + (5,165 sq ft @ \$.43 = \$2,220.95)	\$80,248.46

6. Payment. Rent is due and payable in advance on the first calendar day of each month. Any such payment received more than five (5) calendar days past the date such payment is due shall be subject to a ten percent (10%) late charge. In the event occupancy shall begin or end with less than a full calendar month, then Rent for the Lease shall be prorated and paid only for the actual number of days the leased premises is occupied during such month. All payments shall be made to LESSOR at 5750 Grant Avenue, Carmichael, CA 95608-3779.

7. Maintenance. LESSOR shall maintain the roof and exterior of the building in which the Premises is located and keep it in habitable condition. The remainder of the Leased Premises is leased in its "as is" condition except that the Lessor shall do preparatory work if LESSEE installs new carpet and/or paints the leased space and LESSEE shall be responsible for all improvements including changes to room configurations and wall removal, and maintenance of, the Premises, including any glass or windows, throughout the Lease term subject to the provisions of this Lease. LESSEE shall be liable for any damage to the building in which the Premises is located resulting from acts or omissions of LESSEE or its employees or authorized representatives, but not damage caused by third parties.

8. Fire Or Casualty Loss. If the Premises is totally destroyed by fire or other casualty, this Lease shall terminate. If ten percent (10%) or less of the area of the Leased Premises is rendered unusable for the purposes intended, because of fire or other casualty, LESSOR agrees to restore the Premises to substantially the same condition as it was in immediately before the destruction, if the restoration can be made under the existing laws and can be completed within ninety (90) working days after the date of destruction; in which event this Lease shall not terminate. Within fifteen (15) working days after the date of destruction LESSOR shall notify LESSEE if the restoration can be accomplished within the ninety (90) day period, and if it cannot be done in such period of time then LESSEE shall have the right to terminate this Lease within ten (10) days after receiving such notice. If LESSEE fails to so terminate this Lease, then LESSOR, at its option, may either terminate this Lease or restore the leased premises within a reasonable time by giving LESSEE notice thereof within ten (10) days after LESSEE's notice period has expired. In case of destruction there shall be an abatement or reduction of the total monthly rent between the date of destruction and the date of completion of restoration, based on the extent to which the destruction interferes with LESSEE's use of the Leased Premises.

9. Telephone, Internet Access, and Janitor Services. LESSEE shall pay for all telephone, internet access and interior janitorial services with regard to the Leased Premises.

10. Insurance. LESSEE shall provide comprehensive general liability insurance in the minimum amount of \$1,000,000.00 combined single limit per occurrence on an occurrence form policy. Said coverage shall include bodily injury, property damage, products/completed operations, and contractual liability specifying this Lease. LESSOR shall be named as an additional insured. LESSEE shall provide, upon Lease Execution by LESSEE, certificates of insurance and endorsements to the LESSOR indicating the required coverage is in place. Said certificates shall be addressed to LESSOR. LESSEE shall carry Worker's Compensation Insurance in accordance with the Worker's Compensation and Insurance Act, Division IV (commencing with Section 3200) of the Labor Code of California, and any acts amendatory thereof, covering all its employees. LESSEE shall carry employer's liability with limits of \$1,000,000 per accident for bodily injury or disease. LESSEE shall require its Workers' Compensation carrier to issue a Waiver of Subrogation in favor of LESSOR. LESSEE agrees that it shall, during the full term of this lease and at its own expense, keep its contents, non-structural improvements and personal property located on the leased premises fully insured against loss or damage by fire or other casualty, commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. LESSOR and LESSEE release each other, and their respective authorized representatives,



from any claims for damage to the premises and the building and other improvements in which the premises are located, and to the fixtures, personal property, improvements, and alterations of the parties in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any fire and extended insurance policy carried by the parties and in place at the time of any such damage.

11. Increased Risk Prohibited. LESSEE shall not do anything on the Premises, nor bring or keep anything thereon, which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction. Any fire or safety equipment required by LESSEE's use of the premises shall be furnished by LESSEE. If any use by LESSEE requires installation of a sprinkling system, LESSEE shall bring water service necessary for said system to the Leased Premises and shall pay for the cost of installation, testing and maintenance of the sprinkler system.

12. Indemnity. LESSEE shall hold harmless, indemnify and defend the LESSOR, its officers, employees, agents, and elected representatives from and against any and all claims, demands, lawsuits and liability (including legal costs and attorney's fees) for personal injury, bodily injury, or property damage, arising out of or resulting from use of the leased premises, or the building in which the Premises is located, whether by LESSEE, its employees, agents, volunteers, invitees or guests, except for damage or injury caused by the active negligence or intentional misconduct of LESSOR, its officers, employees or agents, or LESSOR's failure to meet its repair or maintenance obligations existing under law or as agreed under this Lease.

13. Default. In addition to any other default provision contained in this Lease, the occurrence of any of the following shall constitute a default by LESSEE:

A. Failure to pay Total Monthly Rent when due, if the failure continues for fifteen (15) days after notice has been given to LESSEE by LESSOR.

B. Abandonment and vacation of the leased premises. Unless notice is provided to LESSOR in writing to the contrary, failure to occupy and operate the leased premises for thirty (30) consecutive days shall be deemed an abandonment and vacation.

C. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to LESSEE. If the default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of this Lease if LESSEE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. Notices given under this Paragraph No. 13 shall specify the alleged default and the applicable Lease provisions, and shall demand that LESSEE perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the

applicable period of time, or quit the leased premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless LESSOR so elects in the notice. If LESSOR elects to terminate this Lease by reason of LESSEE's default, then upon such termination LESSOR, or its authorized agents, may enter upon and take possession of the leased premises. In such event, LESSEE waives any and all claims for damages against LESSOR, its officers, agents, or employees.

14. Compliance With Law. LESSEE shall use the leased premises in accordance with the rules and regulations of the Community Center, all applicable health, safety, fire and building laws, Government regulations, codes, ordinances and other applicable laws. Should any alteration to the interior or exterior of the leased premises be required to comply with any applicable laws, regulations, codes or ordinances, by reason of LESSEE's occupancy of the Premises, said alteration shall be done at the sole cost and responsibility of LESSEE.

15. Security. LESSOR shall be responsible for costs associated with the security of the common areas at La Sierra Community Center as mutually agreed to by both parties. LESSEE shall be responsible for the security of the Leased Premises.

16. Parking. Parking shall be in the area shown on the La Sierra Community Center Site Plan, Exhibit "B", attached hereto. LESSEE shall be responsible to ensure all parking generated by its use is located within the area so designated.

17. No Alterations. LESSEE shall not make any alteration or addition to the interior or exterior of the Leased Premises, including electrical wiring, plumbing, water main or lines, or gas lines, without the prior written approval of LESSOR. LESSEE shall submit all specifications and plans for alterations to LESSOR for approval, which approval may be subject to such reasonable procedures as LESSOR may proscribe and to such terms and conditions deemed necessary to ensure safety, maintain quality, and protect the Community Center site and improvements thereon as LESSOR's property. Such specifications and plans shall comply with the improvement standards of the Community Center. Upon approval, LESSEE shall have the right to remodel or make alterations to the interior or exterior of the Premises as may be necessary or convenient to its use thereof. LESSEE shall pay all costs of such construction and shall keep the Leased Premises, and the building in which the leased premises is located, free and clear of all mechanics' liens resulting from construction done by or for LESSEE. When installed, all such alterations or improvements shall at once become the property of LESSOR. Upon completion, LESSEE shall provide LESSOR with two (2) sets of "as built" drawings which accurately and completely depicts all additions and changes made. LESSEE is responsible to restore vacated space back to its original condition if deemed necessary by the LESSOR. (i.e. construction or removal of walls).

18. No Sublease Or Assignment. LESSEE shall not have the right to assign or to sublease any part of the Premises without the prior written consent of LESSOR, reasonably exercised. No interest of LESSEE in this Lease shall be assignable by operation of law, including, without limitation, the transfer of such interest by testacy or intestacy. An involuntary assignment of LESSEE's interest (as by bankruptcy, receivership, or writ of attachment or execution) shall constitute a default hereunder by LESSEE and LESSOR shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of LESSEE.

19. Notice of Possessory Interest Tax. Under this Lease a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to Revenue and Taxation Code Section 107.6 that such possessory interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Also, under this Lease a possessory interest subject to a special taxation pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, commencing at Section 53311, of Part 1, Division 2, Title 5 of the Government Code) may be created. Notice is hereby given pursuant to Government Code Section 53340.1 that the party in whom the possessory interest is vested may be subject to the payment of special taxes levied on such interest pursuant to such Act. LESSEE shall pay all taxes, and all license, permit, occupation and inspection fees assessed or charged against the leased premises by reason of LESSEE's possession, use or occupancy of the leased premises, and LESSEE shall hold LESSOR free and harmless of any loss, or damage or expense arising out of or by reason of any taxes or fees specified in this Paragraph No. 19.

20. Holdover. Should LESSEE occupy the Premises after the date of the expiration of the Lease with the consent of LESSOR, expressed or implied, such possession shall be construed to be a tenancy from month-to-month only, subject to all of the terms and conditions of this Lease, except LESSEE agrees to pay a total monthly rent in the amount of 125% of the rent payable in the final month of the Lease Term. Such tenancy shall be terminable on thirty (30) days notice given at any time by either party.

21. Notice. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first class, certified mail. Such matters shall be addressed to the other party at the following address:

To LESSEE at:

California Montessori Project

5330 A Gibbons Drive, Suite 700 East

Carmichael, CA 95608

To LESSOR at:

Carmichael Recreation and Park District

5750 Grant Avenue

Carmichael, CA 95608-3779

or to such other address as a party may designate to the other by notice. Any communication mailed pursuant to this paragraph shall be deemed delivered to the other party 72 hours after the time of mailing.

22. Administration And Delegation. Unless otherwise set forth herein, the administration of this Lease is hereby delegated to the Administrator of Carmichael Recreation and Park District (herein "Administrator") and his designated representatives, and whenever it is provided herein for LESSOR to give any notice, authorization, permission, approval, rejection, or demand, the Administrator is designated as the person to take any such action on behalf of LESSOR.

23. Common Areas.

A. Definition of "Common Areas". As used herein, the term "Common Areas" means all areas and facilities outside the leased premises and within the exterior boundaries of the Community Center that are provided and designated by LESSOR from time to time for the general use and convenience of LESSEE and of other tenants of the Community Center, and their respective authorized representatives and invitees. Common Areas include, without limitation, pedestrian walkways, patios, sidewalks, landscaped areas, service corridors, restrooms, loading areas, and parking areas. **(Exhibit "C")**

Sport fields, gymnasiums and other community facilities are available for LESSEE use pursuant to the Carmichael Parks and Recreations District Rate Schedule and availability.

B. Right To Use. LESSOR gives LESSEE and its authorized representatives and invitees the nonexclusive right to use the Common Areas at the Community Center with others who are entitled to use the Common Areas, subject to LESSOR's rights hereunder.

C. Maintenance. LESSOR shall maintain the Common Areas at the Community Center in good condition at all times. LESSOR shall have the right to:

- (1) Establish and enforce reasonable rules and regulations applicable to all tenants concerning the maintenance, management, use, and operation of the Common Areas.
- (2) Close any of the Common Areas temporarily for maintenance or other purposes, or permanently if LESSOR deems such closure is necessary for the public health or safety.
- (3) Make changes to the Common Areas including without limitation, changes in the location of driveways, entrances, exits, or to such other address as a party may designate to the other by vehicular parking spaces, parking areas, or the direction of the flow of traffic.

24. Entry By Lessor.

A. LESSOR and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes.

- (1) To determine whether or not (a) the Premises are in good condition, and (b) if LESSEE is complying with its obligations under this Lease.
- (2) To do any necessary maintenance or to make any restoration to, or remodeling of, the Leased Premises, or the building in which the Premises are located, that LESSOR has the right or obligation to perform.
- (3) When LESSEE has abandoned or surrendered the Premises.
- (4) In case of an emergency.

B. LESSOR shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of LESSOR's entry on the Leased Premises as provided in this Paragraph No. 24, except damage resulting from acts of LESSOR or its authorized representatives. LESSOR shall not abuse such right of access or use it to harass LESSEE.

C. LESSOR shall give LESSEE reasonable notice (no less than twenty-four (24) hours) of LESSOR's intent to enter the Premises, which entry shall only be made during normal business hours, except:

- (1) in cases of emergency,
- (2) when LESSEE has abandoned or surrendered the leased premises, or
- (3) if it is deemed impracticable to do so.



25. Signs. LESSEE shall not have any right to place any sign on the Leased Premises, the building in which the Premises are located, or any other area of the Community Center without first obtaining the written consent of LESSOR.

26. Surrender On Expiration Or Termination.

A. On the expiration or termination of the Lease, LESSEE shall surrender the pertinent Leased Premises, and all of LESSEE's improvements and alterations located thereon, in good condition, except for ordinary wear and tear. LESSEE shall also remove all of its personal property by said termination date. Any of LESSEE's personal property not removed from the Leased Premises by said termination date shall become LESSOR's property, or LESSOR may elect (1) to store such property for LESSEE's benefit or (2) dispose of such property in any manner it sees fit. LESSEE waives all damage to LESSEE caused from LESSOR's retention or disposition of such personal property. If LESSOR stores the property for LESSEE's benefit, LESSEE shall be liable for all costs of moving and storing such property.

B. If LESSEE fails to surrender the Premises to LESSOR upon expiration or termination of the lease term, LESSEE shall hold LESSOR harmless from all damages of any nature resulting from LESSEE's failure to surrender the premises, including, without limitation, claims made by a succeeding tenant resulting from LESSEE's failure to surrender the Premises.

27. No Waiver. No delay or omission in the exercise of any right or remedy of LESSOR on any default by LESSEE shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by LESSOR of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No act or conduct of LESSOR, including, without limitation, the acceptance of the keys to the leased premises, shall constitute an acceptance of the surrender of the leased premises by LESSEE before the expiration of the term. Only upon notice from LESSOR to LESSEE shall acceptance of the surrender of the leased premises and a termination of this Lease be accomplished, unless otherwise provided herein. LESSOR's consent to or approval of any act by LESSEE requiring LESSOR's consent or approval shall not be deemed to waive or render unnecessary LESSOR's consent to or approval of any subsequent act by LESSEE. Any waiver by LESSOR of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

28. Time Of Essence. Time is of the essence of each provision of this Lease.

29. Successor. This Lease shall be binding and inure to the benefit of the parties and their successors, except as otherwise provided herein.

30. No Brokerage Commission. LESSEE shall hold LESSOR harmless from all damages by reason of any claim of any real estate broker, finder, or other person for a commission or compensation of any kind with respect to this Lease other than Grubb & Ellis Company, the Broker of Record, per separate commission agreement.

31. Authorization. If LESSEE is a corporation, LESSEE shall deliver to LESSOR on execution of this Lease by LESSEE a certified copy of a resolution of LESSEE's board of directors authorizing the execution of this Lease and naming the officers that are authorized to execute this Lease on behalf of the corporation.

32. Choice of Law. This Lease shall be construed and interpreted in accordance with the laws of the State of California.

33. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

34. Exhibits. All exhibits attached hereto and referred to herein are incorporated herein by reference as if specifically set forth herein. Exhibit A (Demise), Exhibit B (Parking), and Exhibit C (Common Areas) shall be a part of this Lease.

35. Attorney's Fees and Costs. Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party in that suit or proceeding shall be responsible for its own attorney's fees and costs.

36. Expansion of Leased Premises. LESSEE has the first right to expand into other available space at any time during the Lease, LESSEE's default excepted, by providing LESSOR with thirty (30) days advanced written request to expand. LESSEE must occupy space and begin paying rent within six months of such request. The lease rental rate shall be the same as the rate paid in this lease at the time the available space is occupied.

37. Lessor's Right to Relocate Lessee. LESSOR maintains the right, during the Initial Term and, if applicable, any Extended Term, to relocate LESSEE within the La Sierra Community Center complex, to alternative space of a similar nature in the discretion of the Administrator. Lessor shall provide LESSEE with thirty (30) days advanced written notice of LESSOR's intent to relocate LESSEE. If LESSEE invests in improvements to the leased space that have value beyond the term of the initial term, LESSEE shall have the right to seek reimbursement for the depreciated value of such improvements in the event of relocation.


38. Termination of Lease. The parties acknowledge and agree that upon execution of this Lease that the prior lease agreement dated, December 6, 2011 shall terminate.

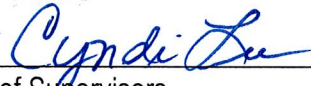
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IN WITNESS WHEREOF the respective parties hereto have executed this Lease as of the date first set forth herein and the initial term hereof shall commence on the date set forth in Paragraph No. 3.



CARMICHAEL RECREATION AND PARK  
DISTRICT, a political subdivision of the State of  
California

By   
Chairperson, Board of Directors  
"LESSOR"

ATTEST:   
Clerk of the Board of Supervisors,  
ex-officio Clerk of the Board of  
Directors of Carmichael Recreation  
and Park District

APPROVED AS  
TO CONTENT:   
District Administrator

APPROVED  
AS TO FORM:   
County Counsel

CALIFORNIA MONTESSORI PROJECT, INC.

By   
Authorized Representative  
"LESSEE"

EXHIBIT A-DEMISE

# La Sierra Community Center Directory

GIBBONS DRIVE

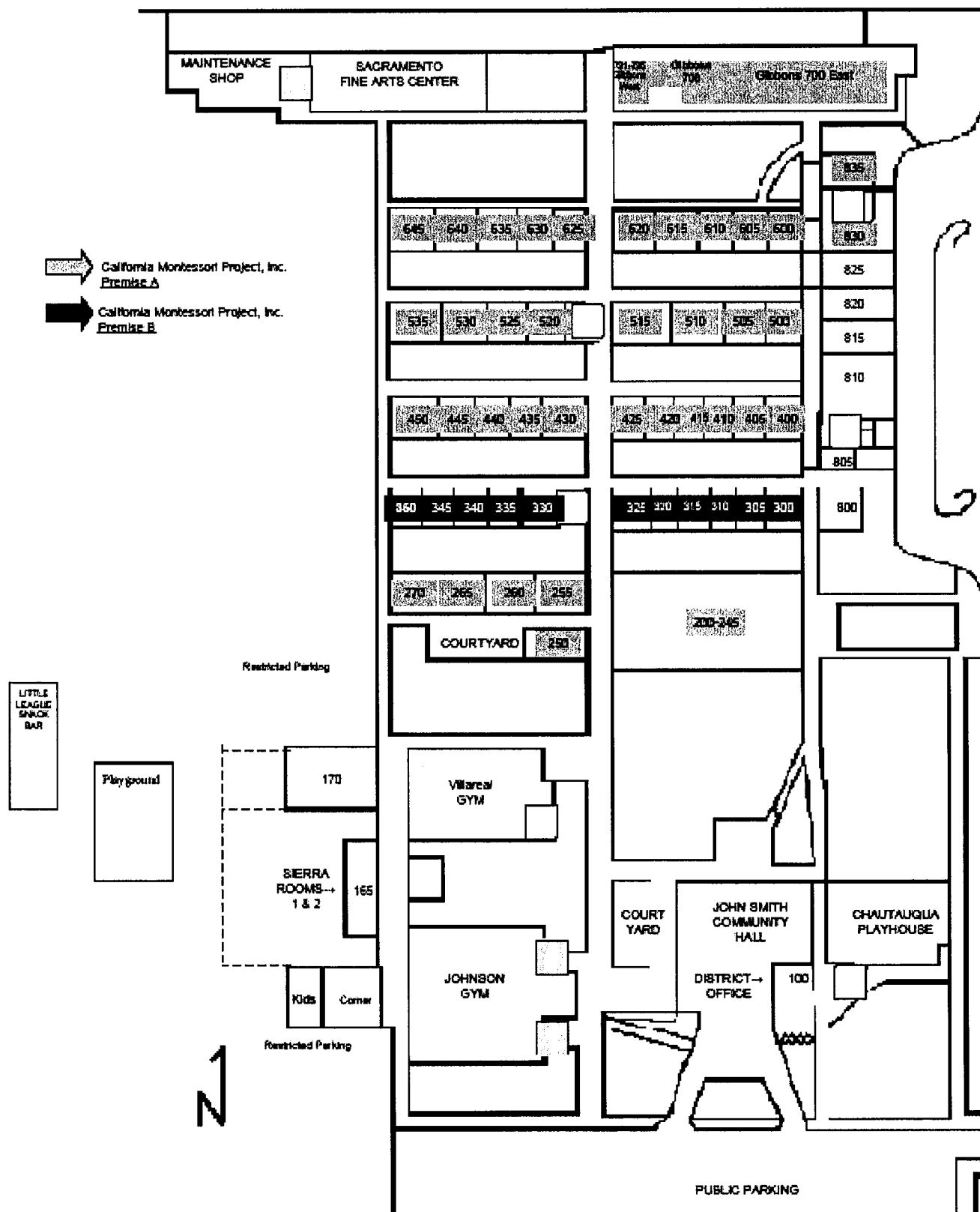




EXHIBIT B—PARKING

# La Sierra Community Center

GIBBONS DRIVE

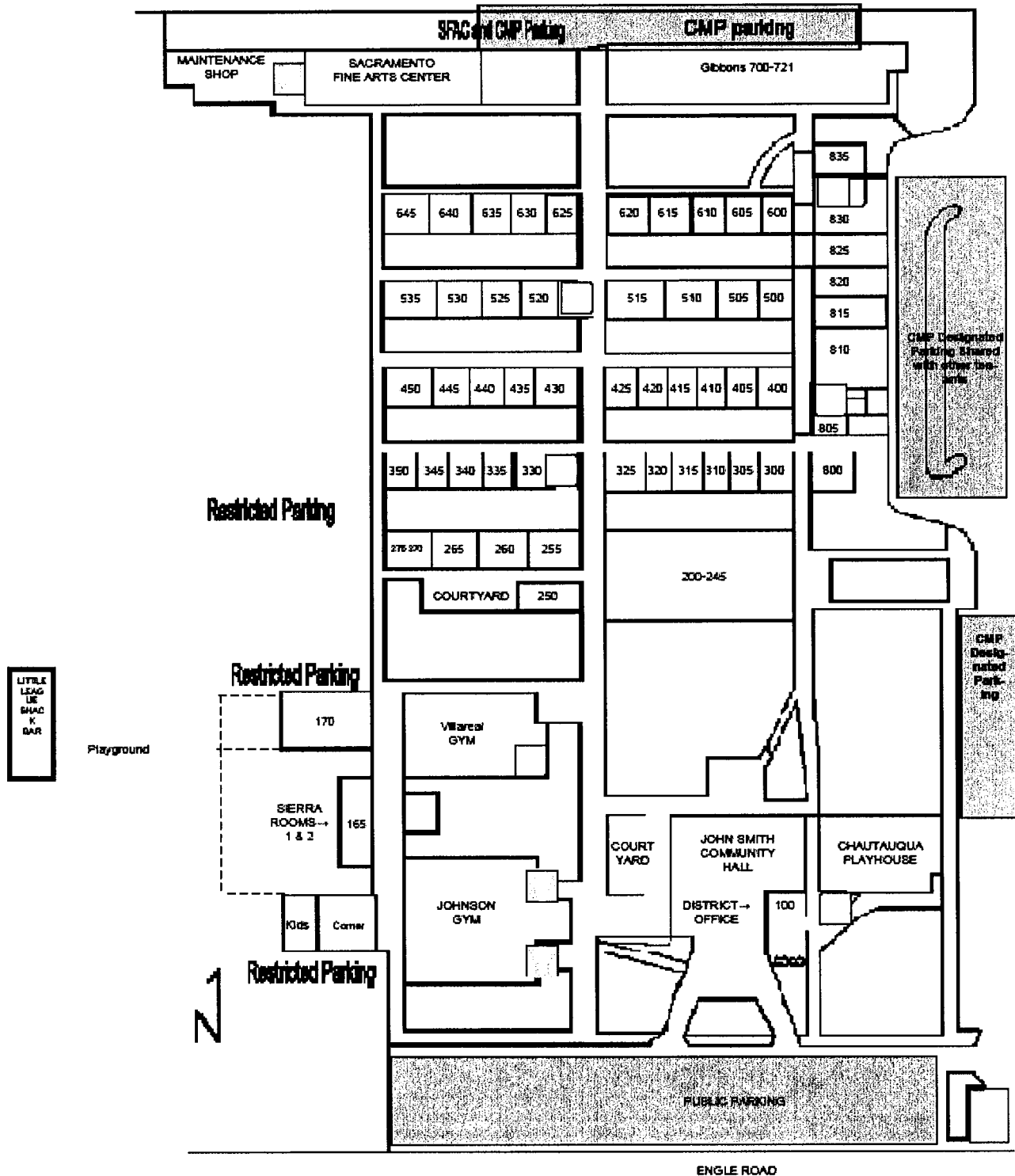


EXHIBIT C - COMMON AREAS

# La Sierra Community Center

GIBBONS DRIVE

