

**2010 AMENDMENT TO 2002 CONTRACT
TO ALLOW ATHLETIC FIELD LIGHTING FOR SPORTS PRACTICE**

This 2010 Amendment to 2002 Contract to allow athletic field lighting for sports practice ("2010 Amendment") is entered into effective January 15, 2010 by and between the Oakland Unified School District, a California Public School District ("School District") and the Hillcrest Estates Improvement Association, Inc., a California Corporation, ("HEIA") and Susan Thorner (collectively referred to herein as "The Parties"), and is made in reference to the following:

- A. **WHEREAS**, The Parties entered into a SETTLEMENT AGREEMENT AND RELEASE effective July 20, 2002 in which the Parties agreed to certain covenants, conditions, release and agreements;
- B. **WHEREAS**, The Parties have agreed to modify the terms of the SETTLEMENT AGREEMENT AND RELEASE and create an understanding that more accurately reflects the desires of The Parties going forward with respect to issues including, but not limited to, the use of the athletic field lights at Skyline High School;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with incorporation of the recitals above, The Parties agree as set forth below:

- 1. The athletic field lights located on the western side of the athletic field (those mounted on standards closest to Skyline Boulevard, which point toward the school buildings) may be used for Skyline High School athletic team athletic practices until 7:00 p.m., Monday through Sunday, seven (7) days per week, as needed for visibility and safety during the school year;
- 2. The athletic field lighting controls must be maintained and set to allow for their operation by only authorized Skyline High School Staff, and will be pre-programmed for an automatic nightly cut-off at 7:00 p.m.;
- 3. Use of the athletic field lights, as needed, will be allowed for Skyline High School annual commencement and organized and scheduled Skyline High School athletic events not to exceed twenty (20) total events per school year. Night Football Games shall be restricted to a maximum of 6 events per school year and are intended to be included as part of the twenty (20) overall events allowed per year;

Security will be maintained during and after all events as per the original agreement;

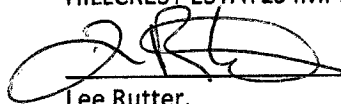
Lights off at 10:00 pm will be in force for all events referred to above.

- 4. Light blockage banners and landscaping shall be fully maintained and functional at all times the lights are used so as to minimize light spillage;
- 5. Skyline High School will provide to HEIA, in advance, a schedule for all events planned for the athletic field that will require use of the field lighting;
- 6. Skyline High School Staff (not students) will have authority and control regarding the use of the classroom public address system and athletic field sound system. Staff shall prevent any unnecessary or unwarranted use of these systems.

7. Each spring, a mandatory meeting between the HEIA Board, an Oakland Unified School district representative, the Skyline High School principal and the Skyline High School Athletic Director will take place to discuss the following year's projected field lighting uses and review the prior school year's compliance with this 2010 Agreement.
8. As long as the above terms and conditions are met, this 2010 Amendment may be renewed each fall upon the mutual written consent of all parties.

This 2010 Amendment has been executed as of the date first set forth above.

HILLCREST ESTATES IMPROVEMENT ASSOCIATION, INC.



Lee Rutter,
President, Hillcrest Estates Improvement Association

8-6-10
Date

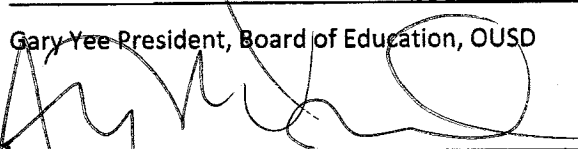


Susan Thorner

8/6/10
Date

OAKLAND UNIFIED SCHOOL DISTRICT

Gary Yee President, Board of Education, OUSD



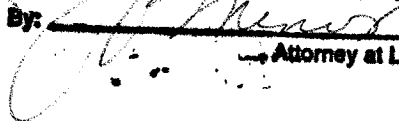
Tony Smith, Superintendent, OUSD

Date

6/28/10
Date

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

By: 

Attorney at Law