

[ON DISTRICT LETTERHEAD]

[INSERT DATE]

**VIA CERTIFIED MAIL & EMAIL ([INSERT EMAIL])**

Legal Administration/Legal Department  
Google Inc.  
1600 Amphitheatre Parkway  
Mountain View, CA 94043

RE: Joint Use Agreement Between Mountain View Whisman School District and  
Google, Inc. at 325 Gladys Avenue, Mountain View, CA 94043  
**Consent and Agreement for Proposed Alterations**

Dear [Insert Name]:

As you are aware, the Mountain View Whisman School District (“**District**”) and Google, Inc. (“**Google**”) entered into an Amended and Restated Facility Joint Use Agreement dated [Insert Date] in connection with 325 Gladys Avenue, Mountain View, CA 94043 (“**Site**”) (collectively “**Agreement**”). Pursuant to Section 12 of the Agreement, the District and the Division of the State Architect (“**DSA**”) must approve all proposed alterations, additions, and improvements prior to Google’s construction thereof.

The District has received Google’s request to perform construction work at the Site to convert one of the bathrooms into a mother’s room based upon the drawings from Twinsteps Architecture dated September 17, 2019 (“**Drawings**”) (collectively, “**Improvements**”). It is the District’s understanding that: (1) the Drawings are currently under review by the City of Mountain View’s Building Division; and (2) Google seeks an exception to the Agreement’s requirement that Google obtain DSA approval for the Drawings and Improvements.

Based upon the foregoing understanding, the District approves Google’s proposed Improvements as set forth in the Drawings, contingent on the following conditions:

1. Prior to the date Google is obligated to return the Site to the District pursuant to the Agreement, Google will obtain the approval of DSA for any of the Improvements that will remain at the Site including, without limitation, having DSA approve of the Drawings.
2. If any improvements are to remain at the Site, Google shall perform any work necessary to ensure that the Improvements remaining at the Site comply with any DSA requirements or will reimburse the District for the costs of any such work.

Mr./Ms. [Insert Name]

[Insert Date]

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3. Notwithstanding the foregoing, upon expiration or earlier termination of the Agreement, Google shall remove and restore any improvement(s) at the request of District. For those removal and restoration requests by District, Google shall be responsible for all costs associated with restoring the Site to its original condition including any costs associated with obtaining DSA approval of the restoration(s). It is expressly understood that the parties will mutually agree on a commercially reasonable removal and restoration completion date for those restoration(s). It is expressly understood this removal and restoration obligation shall survive the termination of the Agreement, and is cumulative, not a modification, of any similar obligations already existing in the Agreement.
4. Google will ensure that DSA inspects any and all items in the Improvements and Drawings that are subject to the jurisdiction of DSA and, although DSA cannot provide formal approval at the time of inspection, Google will know whether any such items are constructed/installed pursuant to applicable DSA standards.
5. Google shall defend, indemnify, and hold the District harmless from and against any and all liabilities, costs, fees and expenses (including but not limited to attorneys' fees) incurred by the District arising out of or connected in any manner with Google's Improvements at the Site provided that the District promptly notifies Google of any demand, claim or proceeding in writing and tenders to Google the opportunity to settle such demand, claim or proceeding at Google's sole expense. It is expressly understood that this indemnity obligation shall survive the termination of the Agreement.

The District's consent hereunder shall not alter, amend, affect, or anyway abridge any provision of the Agreement. Google shall still comply with all other applicable provisions Agreement, including without limitation, Section 12 and Exhibit C, in connection with the design, entitlement, and construction of the Improvements. If Google agrees with the above conditions, please sign and return a copy of the letter no later than **[Insert Date], 2020**. If the District does not receive from Google an executed copy of this consent to design and construct the Improvements by the above date, the consent herein shall be deemed withdrawn and void.

Please contact the undersigned with any questions or concerns.

Sincerely,

Rebecca Westover, Ed.D  
Chief Business Officer  
Department of Business Services  
Mountain View Whisman School District

**[Acknowledgement and Agreement on Subsequent Page]**

Mr./Ms. [Insert Name]

[Insert Date]

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The undersigned warrants that he or she has authority to execute this acknowledgement and agreement to the proposed conditions for the Improvements on behalf of Google.

Google agrees to the foregoing conditions regarding the proposed designing and building the proposed Improvements at the Site.

GOOGLE, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_