## FACILITIES LEASE

For all or a portion of the following Site:

0510-433 C.K. McClatchy HVAC & Kitchen Modernization Project 3066 ree! ort "I#d\$ %acra&ento\$ CA ' 5(1( AP) \* 01+-0+60-003-0000

By and between

%acra&ento City, ni-ied %chool.i/trict 5035 40<sup>th</sup> A#en1e %acra&ento\$ CA '5(+4

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Facilities Lease

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++ 6 + 2 . i/trict a9ree/ that the ter&/ o- thi/ acilitie/ 6ea/e con/tit1te -1ll and /1--icient notice o- the ri9ht o- . e#elo! er to rerent the Project and %ite in the 7#ent o- . e-a1lt @itho1t e--ectin9 a /1rrender o- thi/ acilitie/ 6ea/e\$ and -1rther a9ree/ that no act/ o- . e#elo! er in re-rentin9 a/ !er&itted herein /hall con/tit1te a /1rrender or ter&ination o- thi/ acilitie/ 6ea/e\$ ; 1t that\$ on the contrary\$ in the e#ent o- an 7#ent o- . e-a1lt ; y the . i/trict the ri9ht to re-rent the Project and %ite /hall #e/t in . e#elo! er a/ indicated herein.

### ++ 6 2 /istrict1s Contin3ing . bligation

, nle// there ha/; een da&a9e\$ de/tr1ction\$ a 5al in9\$ or . e#elo! er ha/ acted\$ -ailed to act\$ or i/ in de-a1lt a/ indicated a; o#e ! ro#idin9 . i/trict @ith the ri9ht to ter&inate -or ca1/e\$ the . i/trict /hall contin1e to re&ain lia; le -or the ! ay&ent/ reK1ired ! 1r/1ant to the CMP ! ro#i/ion/ in E\*hibit C and tho/e a&o1nt/ /hall ; e ! aya; le to . e#elo! er at the ti&e and in the &anner therein ! ro#ided.

### ++ 6 5 - o (e4edy E\*cl3si0e

) o re&edy herein con-erred 1! on or re/er#ed to . e#elo! er i/ intended to ; e e: cl1/i#e and e#ery /1ch re&edy /hall ; e c1&1lati#e and /hall ; e in addition to e#ery other re&edy 9i#en 1nder thi/ acilitie/ 6ea/e or no@ or herea-ter e: i/tin9 at la@ or in eK1ity. ) o delay or o&i//ion to e: erci/e any ri9ht or ! o@er accr1in9 1! on any . e-a1lt /hall i&! air any /1ch ri9ht or ! o@er or /hall ; e con/tr1ed to ; e a @ai#er thereo-\$ ; 1t any /1ch ri9ht and ! o@er &ay ; e e: erci/ed -ro& ti&e to ti&e and a/ o-ten a/ &ay ; e dee&ed e: ! edient. >n order to entitle . e#elo! er to e: erci/e any re&edy re/er#ed to it in thi/ article\$ it /hall not ; e nece//ary to 9i#e any notice\$ other than /1ch notice a/ &ay ; e reK1ired in thi/ Article or ; y la@.

#### ++ 7

acilitie/ 6ea/e and no ! rior a9ree&ent/ or 1nder/tandin9 ! ertainin9 to any &atter /hall ; e e-ecti#e -or any !1r! o/e.

### 27 <u>F3rther Ass3rances</u>

Partie/ /hall !ro&!tly e: ec1te and deli#er all doc1&ent/ and in/tr1&ent/ rea/ona; ly reK1e/ted to 9i#e e--ect to the !ro#i/ion/ o- thi/ acilitie/ 6ea/e.

### 2; <u>(ecitals and E\*hibits Incorporated</u>

5he =ecital/ /et -orth at the ; e9innin9 o- thi/ acilitie/ 6ea/e and the attached 7: hi; it/ are here; y incor! orated into it/ ter&/ and ! ro#i/ion/ ; y thi/ re-erence.

#### 2< <u>Ti4e of the Essence</u>

5i&e i/ o- the e//ence @ith re/! ect to each o- the ter&/\$ co#enant/\$ and condition/ o- thi/ acilitie/ 6ea/e.

### 2= Force "a'e3re

A !arty /hall ; e e: c1/ed -ro& the !er-or&ance o- any o; li9ation i&! o/ed in thi/ acilitie/ 6ea/e and the e: hi; it/ hereto -or any !eriod and to the e: tent that a !arty i/ !re#ented -ro& !er-or&in9 that o; li9ation\$ in @hole or in !art\$ a/ a re/11t o- delay/ ca1/ed ; y the other !arty or third !artie/\$ a 9o#ern&ental a9ency or entity\$ an act o- Cod\$ !ande&ic\$ @ar\$ terrori/&\$ ci#il di/t1r; ance\$ -orce/ o- nat1re\$ -ire\$ -lood\$ earthK1a1e\$ /tri1e/\$ or loc1o1t/\$ and that non-!er-or&ance @ill not ; e a de-a11t here1nder or a 9ro1nd/ -or ter&ination o- thi/ acilitie/ 6ea/e.

#### 5> <u>Interpretation</u>

) one o- the Partie/ hereto\$ nor their re/! ecti#e co1n/el\$ /hall ; e dee&ed the dra-ter/ o- thi/ acilitie/ 6ea/e -or !1r! o/e/ o- con/tr1in9 the ! ro#i/ion/ thereo-. 5he lan91a9e in all !art/ o- thi/ acilitie/ 6ea/e /hall in all ca/e/ ; e con/tr1ed accordin9 to it/ -air &eanin9\$ not /trictly -or or a9ain/t any o- the Partie/ hereto.

### 2%>C) A5, =7% 8) ) 7P5 PAC73

I-) IT-ESS) #E(E. F\$ the Partie/ ha#e ca1/ed thi/ acilitie/ 6ea/e to ; e e: ec1ted ; y their re/! ecti#e o--icer/@ho are d1ly a1thorized\$ a/ o- the 7--ecti#e . ate.

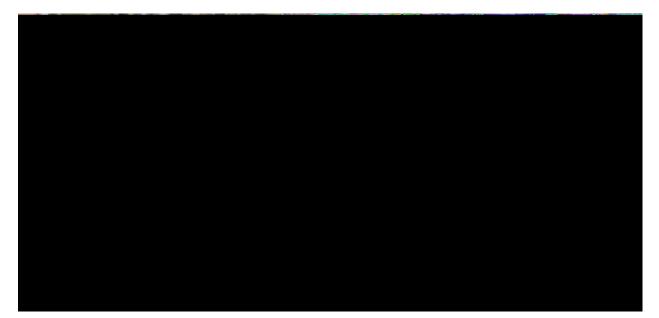
ACCEPTE/ A-/ A9(EE/ on the date indicated ; elo@\*

. ated* 4444444444 +044	. ated* 4444444444 +044
%acra&ento City , ni-ied %chool . i/trict	2. e#elo! er3
"y*	"y*
)a&e*	)a&e*
5itle*	5itle*

## <u>E**H**#IBIT B</u>

# /ESC(IPTI. - . F P(. IECT

Attached is a 4ap or diagra4 of the Site that is s3b'ect to this Facilities Lease and 3pon which /e0eloper will constr3ct the Pro'ect



## <u>EH#IBIT /</u>

# 9E-E(ALC. - ST(CCTI. - P(. \$ISI. - S

Attached are the 9eneral con/tr1ction ter&/ and condition/ -or the Project.

# <u>eh#ibit /81</u>

# SPECIAL C. - / ITI. - S

Attached are the /! ecial ter&/ and condition/ -or t

### <u>EH#IBITE</u>

## <u>"E". (A-/C".FC. ""E-CE"E-T/ATE</u>

1. . e#elo! er and . i/trict ha#e ! re#io1/ly entered into a acilitie/ 6ea/e dated a/ o-4444444444444 +044\$ Ethe F6ea/eGH -or the lea/in9

### <u>eh#Ibit 9</u>

### SC#E/CLE . F \$ALCES

Attached i/ a detailed %ched1le o- Val1e/ that co&!lie/ @ith the reK1ire&ent/ o- the Con/tr1ction Pro#i/ion/ E7: hi; it F. GH and that ha/; een a!! ro#ed; y the . i/trict.

25o "e Attached Via Addend1&3

## <u>E**H**#IBIT #</u>

# P(. IECT LAB. ( A9(EE"E-T

Attached is the Pro'ect Labor Agree4ent applicable to this Pro'ect

## <u>E**H**#IBIT I</u>

/I\$ISI. - >1 SPECIFICATI. -

Attached is /i0 >1 Specification for this Pro'ect

# <u>E**H**#IBIT I</u>

# Contract For**4**s

Attached are Contract For4s for this Pro'ect