



## TABLE OF CONTENTS

32.	Prior Agreements .....	8
33.	Further Assurances.....	8
34.	Recitals Incorporatede .....	8
35.	Time of the Essence .....	8
36.	.....	9
37.	Interpretation .....	9
	.....	10
	.....	11

**SITE LEASE**

This site lease ("Site Lease") dated as of \_\_\_\_\_, 20\_\_ ("Effective Date"), is made and entered into by and between the Sacramento City Unified School District, a school district duly organized and validly existing under the laws of the State of California, as lessor ("District"), and \_\_\_\_\_ ("Developer"), a [California corporation] duly organized and existing under the laws of the State of [California], as lessee (together, the "Parties").

**RECITALS**

**WHEREAS**, the District currently owns two (2) parcels of land located, One is located at 7495 29 \_\_\_\_\_ (i (t)(\_\_\_\_)0.595/Span 8/Span 22 Td(s)Tj0.518 0)0.50.002 ,EMC /P74d( )TjEMC /92 -1.1.

**WHEREAS**, the Parties have performed all acts, conditions and things required by law to exist, to have happened, and to have been performed prior to and in connection with the execution and entering into this Site Lease, and those conditions precedent do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Site Lease; and

**WHEREAS**, Developer as lessee is authorized and competent to lease the Site from District and to develop and cause the construction of the Project on the Site, and has duly authorized the execution and delivery of this Site Lease.

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants

## **6. Payment**

In consideration for the lease of the Site by the District to the Developer and for other good and valuable consideration, the Developer shall pay One Dollar (\$1.00) to the District upon execution of this Site Lease.

## **7. Termination**

### **7.1. Termination Upon Purchase of Project**

If the District exercises its option to purchase the Project pursuant to the Facilities Lease, then this Site Lease shall terminate concurrently with the District's buy out and termination of the Facilities Lease.

### **7.2. Termination Due to Default by Developer**

If Developer defaults pursuant to the provision(s) of the Facilities Lease and the District5 (u)-11.1 (e)









agrees to pay promptly and fully and discharge any and all claims on which any encumbrance and/or lien may or could be based, and to save and hold District free and harmless from any and all such liens, mortgages, and claims of liens and suits or other proceedings pertaining thereto. This subsection does not apply to Permitted Encumbrances.

**21. Notices**

All notices, certificates or other communications hereunder shall be sufficiently given and shall



The Recitals set forth at the beginning of this Site Lease are hereby incorporated into its terms and provisions by this reference.

**35. Time of the Essence**

Time is of the essence with respect to each of the terms, covenants, and conditions of this Site Lease.

**36. Force Majeure**

A party shall be excused from the performance of any obligation imposed in this Site Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, pandemic, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, or strikes or lockouts, and such non-performance will not be a default hereunder or a grounds for termination of this Site Lease.

**37. Interpretation**

None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Site Lease or the Facilities Lease for purposes of construing the provisions of each. The language in all parts of this Site Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties have caused this Site Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

Sacramento City Unified School District

[Developer]

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

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

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

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

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF SITE**

**Attached is the Legal Description from County Recorder for:**

**Project:** Cesar Chavez/Edward Kemble New Construction and Modernization Project

**Addresses:** 7495 29<sup>th</sup> Street Sacramento, CA ~~95822~~ 8 (re)-1.7T0 1 Tf -0.003 Tc 0.00160 0 6.48 18.5 (9)0.5 ((a)4

**EXHIBIT B**

**DESCRIPTION OF PROJECT**

Attached is a map or diagram showing the location of the Site that is subject to this Site Lease and upon which Developer will construct the Project.

