TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

Resolution No. 25-02

RESOLUTION TO ACCEPT AGREEMENT FOR TERMINATION OF LEASE AND QUIT CLAIM DEED

WHEREAS, Tamalpais Union High School District ("District") and Wright Contracting LLC ("Developer") entered into a Facilities Lease, dated January 28, 2025, as amended ("Facilities Lease") and a Site Lease, dated January 28, 2025 ("Site Lease") for the construction of certain improvements by the Developer, known as Redwood High School FASCD Underground Electrical Utility Relocation ("Project"), located at 395 Doherty Drive, Larkspur, CA 94939 as described in Exhibit A to the Facilities Lease ("Project Site"); and

WHEREAS, under the terms of the Site Lease the District leased a portion of the Project Site to the Developer for the construction of the Project, which is being completed in phases; and

WHEREAS, on or about March 3, 2025, the District and Developer entered into an Amendment to the Facilities, which, among other things, established a Partial Guaranteed Maximum Price for the Project relating solely to Phase 1 Underground Utility Relocation scope of work ("Phase 1 Project"); and

WHEREAS, under the terms of the Facilities Lease the District leased back the Phase 1 Project from the Developer and is obligated to make lease payments to the Developer for the lease of the Project; and

WHEREAS, the District has paid its Phase 1 Project obligations in full which were secured by the lease payments payable under the Facilities Lease by making its final lease payment to the Developer, and the District has paid all other amounts due or to become due with respect to the Facilities Lease, Phase 1 Project; and

WHEREAS, upon such payment in full, title to the Phase 1 Project leased under the Facilities Lease is to vest in the District, and the Facilities Lease and the Site Lease solely as to Phase 1 scope of work are to terminate immediately upon such payment; and

WHEREAS, the District and the Developer desire to unconditionally terminate the Facilities Lease solely as to Phase 1 scope of work, which pertains to the Project Site and to concurrently unconditionally terminate the related Site Lease solely as to Phase 1 scope of work, which also pertains to the Phase 1 Project Site; and

WHEREAS, the District and the Developer agree that the District has fulfilled its obligations under the Facilities Lease solely as to Phase 1 scope of work and that fee title to the Phase 1 Project and the Phase 1 Project Site leased thereby is to vest in the District.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE TAMALPAIS UNION HIGH SCHOOL DISTRICT HEREBY FINDS, DETERMINES, DECLARES, ORDERS AND RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The District hereby accepts and approves the Termination Agreement and Quit Claim Deed terminating the Facilities Lease and the Site Lease solely as to Phase 1 scope of work and conveying all of Developer's right, title and interest in the Phase 1 Project Site and the Phase 1 Project to the District.

Section 3. The District does hereby accept all of Developer's right, title and interest in the Phase 1 Project Site and the Phase 1 Project remised, released, quitclaimed and conveyed to the District by the Termination Agreement and Quit Claim Deed solely as to Phase 1 scope of work.

Section 4. The Superintendent and the Superintendent's designees are authorized to take all steps and sign all documents necessary to effect the intent of this resolution including, but not limited to, the Termination Agreement and Quit Claim Deed solely as to Phase 1 scope of work and the Certificate of Acceptance of the real property and facilities located in Marin County, California, as more particularly described in the Termination Agreement and Quit Claim Deed.

PASSED AND ADOPTED by the Board of Trustees of the Tamalpais Union High School District on this 9th day of September, 2025, by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0

Board Member	Aye	No	Absent	Abstain
Cynthia Roenisch	X			
Ida Green	X			
Jennifer Holden	X			
Kevin Saavedra	X			
Emily Uhlhorn	X			

I, Dr. Courtney Goode, Secretary to the Board of Trustees, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Trustees of the TAMALPAIS UNION HIGH SCHOOL DISTRICT at their meeting thereof held on September 9, 2025, which Resolution is on file in the office of said Board.

Dr. Courtney Goode, Secretary of the Board of Trustees

ATTEST:

Cynthia Roenisch, President of the Board of Trustees

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Tamalpais Union High School District
333 Doherty Drive
Larkspur, CA 94939
Attention: Mike Woolard

(Recording Fee: Exempt under Section 27383 of the Government Code)

TERMINATION AGREEMENT AND QUIT CLAIM DEED

Redwood HS FASCD Phase 1 Underground Electrical Utility Relocation Scope Only

THIS TERMINATION AGREEMENT AND QUIT CLAIM DEED (this "Agreement") dated as of August 26, 2025, is entered by and between the TAMALPAIS UNION HIGH UNIFIED SCHOOL DISTRICT, a political subdivision duly organized and existing under and by virtue of the laws of the State of California (the "District"), and Wright Contracting, LLC (the "Developer").

WITNESSETH

WHEREAS, District and Developer entered into a Facilities Lease, dated January 28, 2025, as amended ("Facilities Lease") and a Site Lease, dated January 28, 2025 ("Site Lease") for the construction of certain improvements by the Developer at the District's **Redwood HS FASCD Phase 1 Underground Electrical Utility Relocation project** ("Phase 1 Project"), located at 395 Doherty Drive, Larkspur, California 94939, as described in Exhibit A hereto and incorporated herein ("Phase 1 Project Site");

WHEREAS, under the terms of the Site Lease the District leased the Project Site to the Developer for the construction of the Project, which is being completed in phases;

WHEREAS, on or about March 3, 2025, the District and Developer entered into an Amendment to the Facilities, which, among other things, established a Partial Guaranteed Maximum Price for the Project relating solely to Phase 1 Project Underground Utility Relocation scope of work;

WHEREAS, under the terms of the Facilities Lease the District leased back the Project from the Developer and was obligated to make lease payments to the Developer for the lease of the Project regarding the Phase 1 scope of work;

WHEREAS, the District has paid its Phase 1 Project obligations in full which were secured by the lease payments payable under the Facilities Lease by making its final lease payment to the Developer and the District has paid all other amounts due or to become due with respect to the Facilities Lease;

WHEREAS, upon such payment in full, title to the Phase 1 Project leased under the Facilities Lease is to vest in the District and the Facilities Lease and the Site Lease solely as to Phase 1 scope of work are to terminate immediately upon such payment; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer do hereby agree as follows:

1. Termination of Leases Solely as to the Phase 1 Project Scope of Work. The District and the Developer do hereby unconditionally terminate the Facilities Lease solely as to the Phase 1 Project scope of work, which pertains to that certain real property defined above as the Phase 1 Project Site, as more particularly described in the Facilities Lease and incorporated herein by reference. The District and Developer concurrently unconditionally terminate the related Site Lease solely as to the Phase 1 Project scope of work, which pertains to that certain real property defined above as the Phase 1 Project Site, as more particularly described in the Site Lease and incorporated herein by reference. The District and the Developer agree that the District has fulfilled its obligations under the Facilities Lease and fee title to the Phase 1 Project and the Phase 1 Project Site leased thereunder is to vest in the District. The Developer and its successors and assigns shall be released from all obligations and liabilities as to the Phase 1 Project Site, the Facilities Lease and the Site Lease, whether arising or accruing prior to or following the date hereof, except for warranty, guarantee and latent defect obligations to the District.

2. Quitclaim. The Developer does hereby remise, release and forever quitclaim the Phase 1 Project Site and the Phase 1 Project to the District.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4. Counterparts. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto and may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ACCEPTED AND AGREED on the first date indicated above.

TAMALPAIS UNION HIGH SCHOOL DISTRICT	**[NAME OF DEVELOPER]** WRIGHT CONTRACTING LLC
By: _____	By: _____
Name: _____	Name: MARK DAVIS
Title: _____	Title: PRESIDENT

EXHIBIT "A"
PROPERTY DESCRIPTION

Attached is the Legal Description for:

Redwood HS FASCD Phase 1 Underground Electrical Utility Relocation Project
REDWOOD HIGH SCHOOL
395 Doherty Drive
Larkspur, CA 94939

APN:
024-011-48 (Affects a portion of Parcel One)
024-011-58 (Affects a portion of Parcels One and Two)
024-011-61 (Affects a portion of Parcel Two)
022-120-39 (Affects Parcel Three)
022-120-42 (Affects Parcel Four)
Parcels Five and Six (Affects a portion of Lucky Drive, not assessed)

PARCEL ONE:
Beginning at Station No. 105 on the inner line of Salt Marsh, distant 1344.61 feet North, and 554.65 feet West of a Granite Monument set on the East line of Section 16, distant 1510.74 feet North on the Southeast corner of Section 16, T. 1 N., R. 6 W., M. D. B. M., and running thence South 81 ° 57' West 116.53 feet to the East corporate limit line of the City of Larkspur; thence along said corporate line, North 756.32 feet; thence South77° 37' 30" East 573.16 feet to the Westerly line of a 60 foot road right of way; thence along said right of way line South 7° 42' East 149.15 feet; thence on a curve to the left whose center bears North 46° 49' East and whose radius is 280 feet, distance 273.41 feet; thence on a curve to the right whose center bears South 9° 07'50" East and whose radius is 20 feet, distance 32.06 feet to the Westerly line of a 60 foot roadway right of way; thence along said right of way line South 7° 17' East 363.68 feet; thence leaving said roadway South 82°43' West 581.28 feet to the Easterly boundary line of Heather Gardens Unit Two; thence along said boundary line North 17° 31' West 50 feet, North 84° 10' West 191.50 feet to the point of beginning.

PARCEL ONE-A:
An easement for roadway purposes over said 60 foot road right of way, Easterly to California State Highway No. 101.

PARCEL TWO:
Beginning at the Southwesterly corner of that certain tract of land designated Parcel One in Deed from Hugh B. Porter and Frances L. Porter to San Rafael Land Title Company, recorded August 24, 1940 in Volume 399 of Official Records, Page 377, Marin County Records; and running thence along the Westerly side of said Parcel One, North 8° 18' West 702.60 feet; North 23° 14' 20" East 71.97 feet, North 5° 06' East 40 feet; North 11 °
10' West 40 feet; North 30° 37' West 40 feet; North 56° 18' West 40 feet; North 8° 18' West 11.11 feet to the Southerly line of a 60 foot roadway right of way; thence along said last mentioned line South 54° 38' West 86. 97 feet; thence along a curve to the right whose center bears North 35° 22' West, radius 230 feet, a distance of 238.38 feet; thence North 65° 59' West 198.11 feet; thence along a curve to the left whose center bears South 24° 01' West, radius 420 feet, distance 274.03 feet; thence South 76° 38' West
192.72 feet; thence along a curve to the right whose center bears North 13° 22' West,

radius 280 feet, distance 20. 70 feet, to the point where said Southerly right of way boundary
intersects the Easterly line of the property conveyed by Hugh B. and Frances L. Porter to James H. and Jennie Tennant in Deed recorded September 28, 1943 in Volume 449 of Official Records, Page 460; thence leaving said 60 foot right of way and continuing along the Easterly and
Southerly boundaries of the Tennant property, along a curve to the right whose center bears South 9° 07' 50" East, radius 20 feet, distance 32.06 feet; South 7° 17' East 363.68 feet; South 82° 43' West 581.28 feet; thence leaving Tennant property boundary and continuing along the exterior boundary of the Heather Gardens Tract; South 17° 31' East 87.9 feet; South 40° 45' West 396 feet; South 1 ° 30' East 280.50 feet and South 7° 00' East 40.6 feet to the Northerly boundary of a 60 foot roadway right of way which parallels the Northwestern Pacific Railroad Right of Way; thence North 82° 43' East along said Northerly boundary 1830 feet, more or less, to the point of beginning. Excepting there from that portion lying within the City of Corte Madera.

PARCEL TWO-A:
An easement for roadway and utility purposes over the 60 foot right of way described in the Deed from Hugh B. and Frances L. Porter to Leland S. and Florence Tennant, recorded December 29, 1941 in Volume 422 of Official Records at Page 332, and also that portion in the Quitclaim Deed dated December 5, 1955 and recorded November 7, 1956 in Book 1071 of
Official Records, Page 307, Instrument No. 27156 and also recorded February 20, 1957 in Book 1095 of Official Records, Page 306, Instrument No. 4564.

PARCEL TWO-B:
A non-exclusive easement for the purposes of ingress and egress, executed by Edward H. Fifer and May Marion Fifer, his sister, in the Grant of Non-Excusive Easement For The Purposes of Ingress and Egress, dated October 30, 1957 and recorded on November 21, 1957 in Book 1155 of Official Records, Page 182, Instrument No. 27091.

PARCEL THREE:
Beginning at a point which bears North 56° West 104.95 feet, South 48° 08' West 268.58 feet, South 45° 21' West 373.35 feet, South 55° 32' 30" West 367.24 feet, South 52° 11' West
966.27 feet, South 54° 38' West 147.25 feet, thence on a curve to the right whose center bears North 35° 22' West, radius 170 feet, distance 176.19 feet, thence North 65° 59' West 198.11
feet, thence on a curve to the left whose center bears South 24° 01' West, radius 480 feet, distance 105.49 feet from Engineer's Station Bl 141+16.88 on the center line of California State Highway between San Rafael and Sausalito, known as Road IV, Marin County Route 1, Section C, and running thence from the above described point beginning North 11 ° 25' 30" East 226.49 feet and North 20° 53' East 20.03 feet to a point in the center line of Navigation easement
hereafter described, thence along said last mentioned line North 65° 59' West 99.84 feet, North 50° 24' West, 79.05 feet, North 75° 05 West 86.38 feet, North 86° 33' West 79.15 feet, North 53° 43' West 63.62 feet, North 79° 10' West 59.50 feet and South 89° 30' West 66.98 feet,
thence leaving said center line and running South 0° 30' East 20 feet, South 81 ° 30' West 121 feet, South 22° 22' 40" West 183.36 feet, South 17° 36' East 58 feet, South 7° 42' East

142.81 feet, thence along a curve to the left in an Easterly direction whose center bears North 42° 05' East, radius 220 feet, distance 212.91 feet, thence North 76° 38' East 192.72 feet, thence on a curve to the right whose center bears South 13° 22' East, radius 480 feet, distance 207.69 feet to the point of beginning.

PARCEL THREE-A:
An easement for roadway and utility purposes, over a strip of land 60 feet in width lying along the Southeasterly or Southerly side of the following described line: Beginning at a point on the Westerly line of the State Highway, which point bears North 56° West 64.22 feet from Engineer's Station Bl 141 + 16.88, as above set forth and running thence North 56° West 40.73 feet to a monument, thence South 48° 08' West 268.58 feet to a concrete monument, thence South 45° 21' West 373.35 feet to a concrete monument, thence South 55° 32' 30" West 367.24 feet to a monument, thence 52° 11' West 966.27 feet, thence South 54° 38' West 147.25 feet, thence on a curve to the right whose center bears North 35° 22' West, radius 170 feet, distance 176.19 feet, thence North 35° 59' West 198.11 feet, thence on a curve to the left whose center bears South 24° 01' West, radius 480 feet, distance 313.18, and thence South 76° 38' West 192.72 feet.

PARCEL FOUR:
Beginning at a point which bears North 56° 00' West 104.95 feet, South 48° 08' West 268.58 feet, South 45° 21' West 373.35 feet, South 55° 32' 30" West 367.24 feet, South 52° 11' West 966.27 feet, and South 54° 38' West 147.25 feet from Engineer's Station 81141+16.88 on the center line of California State Highway, between San Rafael and Sausalito, known as Road IV, Marin County, Route 1, Section C; and running thence on a curve to the right whose center bears North 35° 22' West and whose radius is 170 feet, distance 176.19 feet, thence North 65° 59 West 198.11 feet, thence on a curve to the left whose center bears South 24° 01' West and whose radius is 480 feet, distance 105.49 feet, thence North 11 ° 25' 30" East 226.49 feet, thence South 72° 15' East 291.64 feet, thence South 28° 51' East 261.58 feet to the point of beginning. Excepting therefrom that portion conveyed to the City of Larkspur, by Quitclaim Deed dated February 4, 1963 and recorded on March 25, 1963 in Book 1669 of Official Records, Page 641, Instrument No. 10818.

PARCEL FOUR-A:
An easement for roadway and utility purposes, over a strip of land 60 feet in width, lying along the Southeasterly side of and adjacent to the following described line: Beginning at a point of the Westerly line of the State Highway, which point bears North 56° 00' West 64.22 feet from the Engineer's Station 81141+16.88 as above set forth; and running thence North 56° 00' West 40.73 feet to a monument, thence South 48° 08' West 268.58 feet, to concrete monument, South 45° 11' West 373.35 feet, South 55° 32' 30" West 367.24 feet to a concrete monument, South 52° 11' West 966.27 feet, thence South 54° 38' West 147.25 feet, thence on a curve to the right whose center bears North 35° 22' West and whose radius is 170 feet, distant 176.19 feet, thence North 65° 59' West 198.11 feet, thence on a curve to the left whose center bears South 24° 01' West and whose radius is 480 feet, distant 105.49 feet.

PARCEL FOUR-B:
An easement for navigational purposes, over a 40 foot right of way which follows down the existing canal, which is adjacent to the Northeasterly line of the herein described parcel and

continues Easterly and empties into Corte Madera Creek, said 40 foot strip lying 20 feet on each side of the following described line: Beginning a point which bears North 20° 53' East 20.03 feet from the most Northerly corner of the above described tract of land; and running thence South 72° 15' East 280.35 feet, North 53° 45' East 266.49 feet, North 67° 00' East 103.55 feet, North 74° 00' East 117.89 feet, North 54° 50' East 250 feet, North 34° 35' East 223 feet, North 61° 00' East 158 feet and North 49° 00' East 200 feet, more or less, to a point in Corte Madera Creek.

PARCEL FIVE:
Commencing at the most Southerly corner of the property described as Parcel 2 in the Deed from Hugh B. Porter, et ux, to San Rafael Land Title Company, dated August 21, 1940, recorded August 24, 1940 in Uber 399 of Official Records at Page 377, Marin County Records; thence along the Northerly line of a roadway easement known as Lucky Road, South 54° 38' West 89.86 feet; thence on a curve to the right whose center bears North 35° 22' West with a radius of 170 feet, a distance of 176.19 feet; thence North 65° 59' West198.11 feet; thence on a curve to the left whose center bears South 24° 01' West, with a radius of 480 feet, a distance of 313.18 feet; thence South 76° 38' West 192.72 feet; thence leaving the said Northerly line of said roadway easement South 13° 22' East 60 feet to the Southerly line thereof; thence along said Southerly line North 76° 38' East 192.72 feet; thence on a curve to the right whose center bears South 13° 22' East, with a radius of 420 feet, a distance of 274.03 feet; thence South 65° 59' East 198.11 feet; thence on a curve to the left whose center bears North 24° 01' East, with a radius of 230 feet, a distance of 238.38 feet; thence North 54° 38' East 86.97 feet to a point designated as the point of beginning of the property described as Parcel One in the above mentioned Deed to San Rafael Land Title Company; thence Northerly 60 feet, more or less to the point of beginning.

PARCEL SIX:
Beginning at the Southeasterly end of Course "South 77° 37' 30" East 573.16 feet", as described in the Deed from Hugh B. Porter, et ux, to Marin Title Guaranty Company, a corporation, dated February 15, 1946 and recorded February 20, 1946 in Uber 495 of Official Records at Page 428; thence South 7° 42" East 149.15 feet; thence Easterly on an arc of a curve to the left, the radial line of which bears North 46° 49' East, 280 feet
from the last named point, an arc distance of 294.11 feet; thence North 13° 22' West 60 feet to a point on the Southerly line of the property conveyed by Hugh Porter to Leland Stanford Tennant, et ux, by Deed recorded December 29, 1941, in Uber 422 of Official Records at Page 332, Marin County Records; thence along the Southerly and Westerly line of last mentioned property as follows: Westerly on an arc of a curve to the right, the radial line of which bears North 13° 22' West, 220 feet from the last named point, an arc distance of 212.91 feet and North 7° 42' West 142.71 feet; thence South 69° 00' 30' West 61.57 feet to the point of beginning.

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Sonoma)

On 8-13-25 ___, 202__, before me, Justin Robert Cerri, Notary Public, personally appeared Mark Davis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

JUSTIN ROBERT CERRI
Notary Public - California
Sonoma County
Commission # 2388210
My Comm. Expires Dec 29, 2025

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE

This Acceptance dated as of August 26, 2025, is executed by the TAMALPAIS UNION HIGH SCHOOL DISTRICT, a public school district duly organized and existing under and by virtue of the laws of the State of California (the "District").

In consideration of the covenants contained in the Termination Agreement and Quit Claim Deed and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby accepts that certain real property and facilities located in the County of Marin, California, as more particularly described in that certain Termination Agreement and Quit Claim Deed dated as of the date hereof, by and between the District and Wright Contracting, LLC.

IN WITNESS WHEREOF, the District has executed this Acceptance as of the date first written above.

TAMALPAIS UNION HIGH SCHOOL DISTRICT

By: _____

Name: _____

Title: _____