SITE LEASE

For all or a portion of the following Site:

El Camino High School Modernization Project
1320 Mision Rd, South San Francisco, CA 94080
APN: 011-160-110

By and between

South San Francisco Unified School District
398 B Street
South San Francisco, CA 94080

And

[Contractor/Developer]
[Address]

Dated as of_____, 20_

SITE LEASE

This site lease ("Site Lease") dated as of_____, 20 ("Effective Date"), is made and entered into by and between the South San Francisco Unified School District, a school district duly organized and validly existing under the laws of the State of California, as lessor ("District"), and_____("Contractor/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 a parcel of land located at 1320 Mission Rd Ave, South San Francisco, CA 94080 known as El Camino High School, as more particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by this reference ("Site"); and

WHEREAS, the District desires to provide for the development and construction of certain work to be performed on portions of the Site, including construction of improvements to be known as the **El Camino High School Modernization Project** ("Project"); and

WHEREAS, as more particularly described in the Facilities Lease between the Parties dated as of the Effective Date, the Contractor/Developer agrees to perform the work of the Project and lease the completed Project and Site back to the District ("Facilities Lease"), which Facilities Lease is incorporated herein by this reference; and

WHEREAS, the Governing Board of the District ("Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to Contractor/Developer and by immediately entering into the Facilities Lease under which Contractor/Developer will construct the Project and lease back the completed Project and Site from Contractor/Developer; and

WHEREAS, the District further determines that it has entered into this Site Lease and the Facilities Lease pursuant to Education Code section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students; and

WHEREAS, this Site Lease and Facilities Lease are awarded based on a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and published by the Board to the proposer providing the best value to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the selection of the Contractor/Developer was conducted in a fair and impartial manner; and

WHEREAS, based on the above findings, the District is authorized under Education Code section 17406 to lease the Site to Contractor/Developer and to have Contractor/Developer develop and cause the construction of the Project thereon and lease the completed Project and Site back to the District by means of the Facilities Lease, and the Board has duly authorized the execution and delivery of this Site Lease in order to effectuate the foregoing; and

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, Contractor/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 contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

TERMS

1. Definitions

Unless the context clearly otherwise requires, all words and phrases defined in the Facilities Lease shall have the same meaning in this Site Lease.

2. Exhibits

The following Exhibits are attached to and by reference incorporated and made a part of this Site Lease.

2.1. Exhibit A - Legal Description of the Site: The legal description of the real property constituting the Site.

2.2. Exhibit B - Description of the Project Site: The map or diagram depiction of the Project on the Site.

3. Lease of the Site

The District hereby leases to the Contractor/Developer, and the Contractor/Developer hereby leases from the District the Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the term of this Site Lease. This Site Lease shall only take effect if the Facilities Lease is executed by the District and Contractor/Developer within three (3) days of execution of this Site Lease.

4. Leaseback of the Project and Site

The Parties agree that the completed Project and Site will be leased back to the District pursuant to the Facilities Lease for the term thereof.

5. Term

The term of this Site Lease shall commence as of the Effective Date and shall terminate on the last day of the Term of the Facilities Lease, provided the District has paid to the Contractor/Developer, or its assignee, all payments which may be due under the Facilities Lease, and provided this Site Lease has not been terminated pursuant to the termination

provisions of the Facilities Lease.

6. Payment

In consideration for the lease of the Site by the District to the Contractor/Developer and for other good and valuable consideration, the Contractor/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 Contractor/Developer

If Contractor/Developer defaults pursuant to the provision(s) of the Facilities Lease and the District terminates the Facilities Lease pursuant to the Facilities Lease provision(s) allowing termination, then the Contractor/Developer shall be deemed to be in default of this Site Lease and this Site Lease shall also terminate at the same time as the Facilities Lease.

7.3. Termination Due to Default by District

If District defaults pursuant to the provision(s) of the Facilities Lease, the Contractor/Developer, or its assignee, will have the right, for the then remaining term of this Site Lease, to:

7.3.1. Take possession of the Site.

7.3.2. If it deems it appropriate, cause appraisal of the Site and a study of the then reasonable uses thereof.

7.3.3. Re-let the Site; and

7.3.4. Stop all Work associated with the Site Lease.

8. Title to Site

During the term of this Site Lease, the District shall hold fee title to the Site, including the Site, and nothing in this Site Lease or the Facilities Lease shall change, in any way, the District's ownership interest in the Site.

9. Improvements

Title to all improvements made on the Site during the term hereof shall be held, vest and transfer pursuant to the terms of the Facilities Lease.

10. No Merger

The leaseback of the completed Project and Site by the Contractor/Developer to the District pursuant to the Facilities Lease shall not affect or result in a merger of the estates of the District in the Site, and the Contractor/Developer shall continue to have a leasehold estate in the Site pursuant to this Site Lease throughout the term hereof.

11. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same, provided the District follows all safety precautions required by the Contractor/Developer.

12. Quiet Enjoyment

Subject to any rights the District may have under the Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Site, the District hereby covenants and agrees that it will not take any action to prevent the Contractor/Developer from having quiet and peaceable possession and enjoyment of the Site during the term hereof and will, at the request of the Contractor/Developer, to the extent that it may lawfully do so, join in any legal action in which the Contractor/Developer asserts its right to such possession and enjoyment.

13. Waste

The Contractor/Developer agrees that at all times that it is in possession of the Site, it will not commit, suffer or permit any waste on the Site, and that it will not willfully or knowingly use or permit the use of the Site for any illegal purpose or act.

14. Further Assurances and Corrective Instruments

The Parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the Facilities Lease.

15. Representations of the District

The District represents, covenants and warrants to the Contractor/Developer as follows:

15.1. Due Organization and Existence

The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

15.2. Authorization

The District has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

15.3. No Violations

To the best of the District's actual knowledge, neither the execution and delivery of

this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.

15.4. CEQA Compliance

The District has complied with all assessment requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000 et seq. ("CEQA") in connection with the Project, and no further environmental review of the Project is necessary pursuant to CEQA before the construction of the Project may commence.

15.5. Condemnation Proceedings

15.5.1. District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Site Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Site Lease and the Facilities Lease.

15.5.2. If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent they may lawfully do so, the Parties agree that the financial interest of Contractor/Developer shall be as indicated in the Facilities Lease.

15.6. Use and Zoning

To the best of the District's actual knowledge, the Site is properly zoned for its intended purpose and the use or activities contemplated by this Site Lease will not conflict with local, state or federal law.

15.7. Taxes

To the best of the District's actual knowledge, all taxes and assessments are paid current and such taxes and assessments will continue to be paid to the extent that the District is not exempt.

16. Representations of the Contractor/Developer

The Contractor/Developer represents, covenants and warrants to the District as follows:

16.1. Due Organization and Existence

The Contractor/Developer is a [California company] duly organized and existing under the laws of the State of [California], has power to enter into this Site Lease and the Facilities Lease; is possessed of full power to lease, leaseback, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

16.2. Authorization

The Contractor/Developer has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

16.3. No Violations

Neither the execution and delivery of this Site Lease or the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Contractor/Developer is now a party or by which the Contractor/Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Contractor/Developer, or upon the Site, except for Permitted Encumbrances.

16.4. No Bankruptcy

Contractor/Developer is not now nor has it ever been in bankruptcy or receivership.

16.5. No Litigation

There is no pending or, to the knowledge of Contractor/Developer, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor/Developer to perform its obligations under this Site Lease or the Facilities Lease.

17. Insurance and Indemnity

The Contractor/Developer and the District shall comply with the insurance requirements and the indemnity requirements as indicated in the Facilities Lease.

18. Assignment and Subleasing

This Site Lease may be assigned and/or the Site subleased, as a whole or in part, by the Contractor/Developer only upon the prior written consent of the District to such assignment or sublease, which shall not be unreasonably withheld.

19. Restrictions on District

The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Site or any portion thereof during the term of this Site Lease in any way that would interfere with or diminish Contractor/Developer's interests indicated in this Site Lease.

20. Liens and Further Encumbrances

Contractor/Developer agrees to keep the Site and every part thereof free and clear of any and all encumbrances and/or liens, including without limitation, pledges, charges, encumbrances, claims, mechanic liens and/or other liens for or arising out of or in connection

with work or labor done, services performed, or materials or appliances used or furnished for or in connection with the Site or the Project. Pursuant to the Facilities Lease, Contractor/Developer further 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 be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to District:

South San Francisco Unified School District
398 B Street
South San Francisco, CA 94080
Attn: Lori Shelton, Director
Measure T Bond Program

With a copy to:

Dannis Woliver Kelley
200 California Street #400 San Francisco, CA 94111 ATTN:
Deidree Y.M.K. Sakai

If to Contractor/Developer:

[Contractor/Developer]
[Address]
[City], [State] [Zip Code]
Attn: [Name, Title]

With a copy to:

The Contractor/Developer and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

22. Binding Effect

This Site Lease shall inure to the benefit of and shall be binding upon the Contractor/Developer and the District and their respective successors and assigns.

23. No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Site Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive future compliance with any term hereof or any other breach hereunder.

24. Severability

In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Site Lease or the Facilities Lease.

25. Amendments, Changes and Modifications

Except as to the termination rights of both Parties as indicated in the Facilities Lease, this Site Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

26. Obligations Absolute

The Contractor/Developer agrees that the obligations of the Contractor/Developer are absolute and unconditional and not subject to any charges or setoffs against the District whatsoever.

27. Execution in Counterparts

This Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

28. Contractor/Developer and District Representatives

Whenever under the provisions of this Site Lease approval by the Contractor/Developer or the District is required, or the Contractor/Developer or the District is required to take some action at the request of the other, such approval or such request shall be given for the Contractor/Developer by the Contractor/Developer Representative and for the District by the District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

29. Applicable Law

This Site Lease shall be governed by and construed in accordance with the laws of the State of California, and venued in the County within which the Site is located.

30. Attorney's Fees

If either party brings an action or proceeding involving the Site or to enforce the terms of this Site Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

31. Captions

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

32. Prior Agreements

This Site Lease and the corresponding Facilities Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Site Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

33. Further Assurances

Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Site Lease.

34. Recitals Incorporated

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. 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.

[SIGNATURES ON FOLLOWING PAGE]

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_
South San Francisco Unified School District	[Contractor/Developer]
By:_____	By:_____
Name:_____	Name:_____
Title: _____	Title:_____

EXHIBIT A

LEGAL DESCRIPTION OF SITE

Attached is the Legal Description for:

El Camino High School Modernization Project
1320 Mission Rd, South San Francisco, CA 94080
APN: 011-160-110

Real property in the City of South San Francisco, County of San Mateo, State of California, described as follows:

PARCEL ONE:

PORTION OF THE 52.86 ACRE TRACT ALLOTTED TO F. ANCERESSES AND IGNACIA MONTERO IN THE DECREE OF PARTITION OF THE BURI BURI RANCHO, WHICH DECREE WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY ON JUNE 17, 1868 IN BOOK 10 OF DEEDS AT PAGE 1, AND WHICH PORTION IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE OLD COUNTY ROAD LEADING FROM THE BADEN CROSSING TO OLD CYPRESS LAWN CEMETERY (WHICH ROAD WAS FORMERLY THE MAIN COUNTY ROAD LEADING FROM SAN FRANCISCO TO SAN JOSE) DISTANT SOUTH 49° 45' EAST 3.125 CHAINS FROM THE MOST SOUTHERLY CORNER OF THE 32.12 ACRE TRACT ALLOTTED IN SAID DECREE TO F. SANCHEZ AND JUAN SANCHEZ; THENCE RUNNING SOUTH 49° 45' EAST 3.125 CHAINS; THENCE NORTH 44° 42' EAST 48.79 CHAINS TO THE EAST BOUNDARY OF THE BURI BURI RANCHO; THENCE ALONG SAID BOUNDARY NORTH 56° 10' WEST 2.385 CHAINS AND THENCE LEAVING SAID BOUNDARY AND RUNNING SOUTHWESTERLY ON A STRAIGHT LINE 48.57 CHAINS, MORE OR LESS, TO THE POINT OF BEGINNING ON SAID COUNTY ROAD, COURSES EXPRESSED BY TRUE MERIDIAN.

BEING THE SOUTHEASTERLY ½ PART OF THE LAND DESCRIBED IN THE DEED FROM EMMA D. SHOTWELL TO AGOSTINO ARMANIO, DATED MAY 6, 1909 AND RECORDED MAY 7, 1909 IN BOOK 166 OF DEEDS AT PAGE 63, RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL THE LANDS CONVEYED TO STANDARD BUILDING COMPANY, INC. A CALIFORNIA CORPORATION, BY THAT CERTAIN DEED RECORDED APRIL 23, 1990 AS INSTRUMENT NO. 90053774 OF OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

PARCEL TWO:

PORTION OF THE BURI BURI RANCHO, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE OLD MISSION ROAD BETWEEN THE CITY OF SAN FRANCISCO AND THE TOWN OF BADEN SUBDIVISION IN THE CITY OF SOUTH SAN FRANCISCO, AT THE POINT OF INTERSECTION OF SAID LINE WITH THE LINE DIVIDING THAT CERTAIN 90.11 ACRE TRACT SET APART TO A. I. EASTON AND THAT CERTAIN 52.86 ACRE TRACT SET APART TO AUCERESSE AND MONTERO IN THE DECREE OF PARTITION OF SAID BURI BURI RANCHO, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 10 OF DEEDS AT PAGE 1, RECORDS OF SAN MATEO COUNTY, CALIFORNIA, SAID POINT OF BEGINNING ALSO BEING THAT MOST SOUTHERLY CORNER OF THE TRACT OF LAND KNOWN AS "ELEVEN-MILE HOUSE TRACT" ON WHICH NOW OR HERETOFORE WAS LOCATED WHAT WAS KNOWN AS THE "ELEVEN-MILE HOUSE"; RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE CENTER LINE OF SAID MISSION ROAD, NORTH 49° 45' WEST 6.07 CHAINS TO THE SOUTHEASTERLY LINE OF LANDS DESCRIBED IN DEED FROM EMMA D. SHOTWELL TO AGOSTINO ARMANINO, DATED MAY 6, 1909 AND RECORDED MAY 7, 1909 IN BOOK 166 OF DEEDS AT PAGE 63, RECORDS OF SAN MATEO COUNTY, CALIFORNIA; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 44° 34' 45" EAST 33 CHAINS TO THE MOST WESTERLY CORNER OF THE EIGHT ACRE TRACT OF LAND CONVEYED TO FAUSTINO VERDUGA MONTERO BY DEED DATED AUGUST 13, 1883 AND RECORDED AUGUST 16, 1883 IN BOOK 36 OF DEEDS AT PAGE 243, RECORDS OF SAN MATEO COUNTY, CALIFORNIA; THENCE ALONG THE SOUTHWESTERLY

LINE OF SAID LAST MENTIONED TRACT SOUTH 56° 10' EAST 5.22 CHAINS TO THE DIVIDING LINE BETWEEN THE 90.11 ACRE TRACT AND THE 52.86 ACRE TRACT ABOVE MENTIONED; AND THENCE ALONG SAID LINE SOUTH 43° 30' WEST 33.73 CHAINS, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THE LANDS CONVEYED TO PACIFIC COAST CONSTRUCTION COMPANY, BY THAT CERTAIN DEED DATED NOVEMBER 25, 1963 AND RECORDED DECEMBER 12, 1963 IN BOOK 4608 OF OFFICIAL RECORDS AT PAGE 282 (FILE NO. 69826-W), RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

PARCEL THREE:

COMMENCING AT THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION, RENDERED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN MATEO, CASE NO. 80984, ON OCTOBER 28, 1959 AND RECORDED OCTOBER 29, 1959 IN BOOK 3696 OF OFFICIAL RECORDS AT PAGE 316 (FILE NO. 500-S), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; THENCE SOUTH 44° 24' 10" WEST (CALLED SOUTH 43° 30' WEST IN SAID FINAL ORDER OF CONDEMNATION) ALONG THE SOUTHEASTERLY LINE OF SAID LANDS 1210 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH 46° 44' 19" EAST 38.70 FEET TO THE NORTHWESTERLY LINE OF EVERGREEN DRIVE AS SHOWN ON THAT CERTAIN MAP ENTITLED "SUNSHINE GARDENS SUBDIVISION NO. 1, SOUTH SAN FRANCISCO, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY ON OCTOBER 31, 1952 IN BOOK 35 OF MAPS AT PAGES 49 AND 50; THENCE ALONG SAID NORTHWESTERLY LINE OF EVERGREEN DRIVE, SOUTH 43° 15' 41" WEST 929.22 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT TANGENT TO THE LAST MENTIONED COURSE, HAVING A RADIUS OF 30 FEET, A CENTRAL ANGLE OF 89° 16' 04", AN ARC DISTANCE OF 46.74 FEET TO THE NORTHEASTERLY LINE OF MISSION ROAD AS SHOWN ON THE ABOVE MENTIONED MAP; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF MISSION ROAD ON THE ARC OF A CURVE TO THE LEFT TANGENT TO THE LAST MENTIONED CURVE, HAVING A RADIUS OF 5000 FEET, A CENTRAL ANGLE OF 0° 19' 24", AN ARC DISTANCE OF 28.21 FEET (CALLED A CENTRAL ANGLE OF 0° 11' 13", AN ARC DISTANCE OF 16.30 FEET ON THE ABOVE MENTIONED MAP) TO THE ABOVE MENTIONED SOUTHEASTERLY LINE OF LANDS IN THE FINAL ORDER OF CONDEMNATION RECORDED OCTOBER 29, 1959 (FILE NO. 500-S); THENCE ALONG THE LAST MENTIONED SOUTHEASTERLY LINE, NORTH 44° 24' 10" EAST (CALLED SOUTH 43° 30' WEST IN SAID FINAL ORDER OF CONDEMNATION) 959.85 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL FOUR:

COMMENCING AT THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION, ISSUED OUT OF THE SUPERIOR COURT OF SAN MATEO COUNTY, CASE NO. 80984, DATED OCTOBER 28, 1959 AND RECORDED OCTOBER 29, 1959 IN BOOK 3696 OF OFFICIAL RECORDS AT PAGE 316 (FILE NO. 500-S), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; THENCE NORTH 55° 36' 04" WEST (CALLED SOUTH 56° 10' EAST IN SAID FINAL ORDER OF CONDEMNATION) ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 170.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE NORTH 55° 36' 04" WEST 184.28 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION, ISSUED OUT OF THE SUPERIOR COURT OF SAN MATEO COUNTY, CASE NO. 80984, DATED APRIL 6, 1959 AND RECORDED MARCH 14, 1961 IN BOOK 3949 OF OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 142 (FILE NO. 39371-T); THENCE NORTH 45° 45' 14" EAST (CALLED NORTH 44° 42' EAST IN SAID FINAL ORDER OF CONDEMNATION) ALONG SAID SOUTHEASTERLY LINE 128.51 FEET TO THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF CRESTWOOD DRIVE AS SAID DRIVE IS SHOWN ON THAT CERTAIN MAP ENTITLED "SUNSHINE GARDENS, SUBDIVISION NO. 3, SOUTH SAN

FRANCISCO, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON MARCH 25, 1953 IN BOOK 36 OF MAPS AT PAGES 37 AND 38, THENCE SOUTH 46° 44' 19" EAST ALONG SAID NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF CRESTWOOD DRIVE 9.38 FEET; THENCE SOUTH 43° 15' 41" WEST 100 FEET; THENCE SOUTH 46° 44' 19" EAST 167.11 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL FIVE:

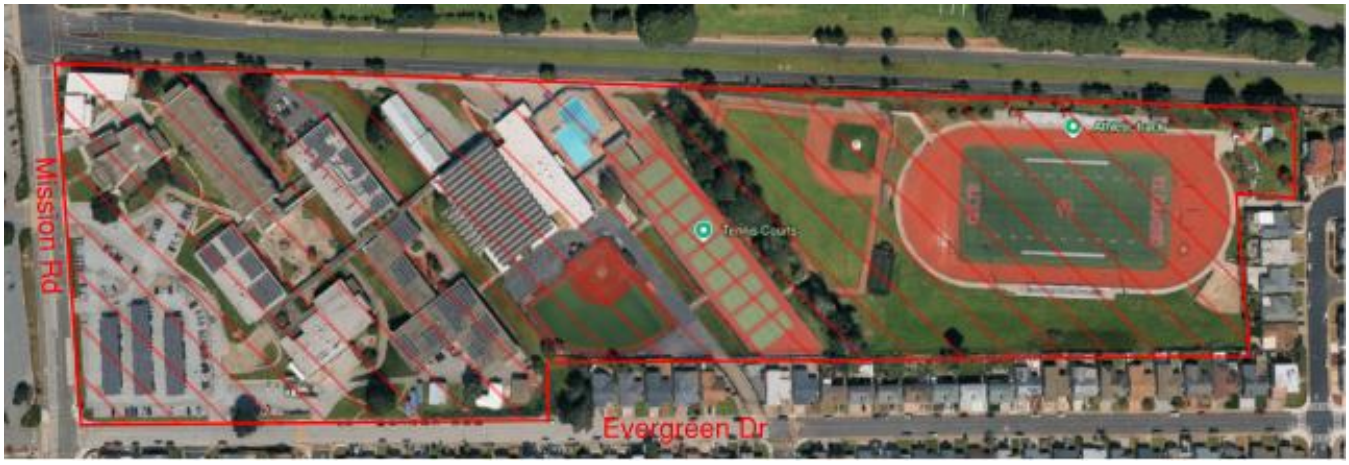
BEGINNING AT THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION, ISSUED OUT OF THE SUPERIOR COURT OF SAN MATEO COUNTY, CASE NO. 80984, DATED OCTOBER 28, 1959 AND RECORDED OCTOBER 29, 1959 IN BOOK 3696 OF OFFICIAL RECORDS AT PAGE 316 - (FILE NO. 500-S), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; THENCE SOUTH 44° 24' 10" WEST (CALLED SOUTH 43° 30' WEST IN SAID FINAL ORDER OF CONDEMNATION) ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL, 906.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE SOUTH 44° 24' 10" WEST 34.41 FEET TO A POINT; THENCE SOUTHEASTERLY ON AN ARC OF A CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 13° 36' 34" WEST 325 FEET FROM THE LAST MENTIONED POINT WITH A RADIUS OF 325 FEET; A CENTRAL ANGLE OF 6° 33' 53" AN ARC DISTANCE OF 37.24 FEET TO A POINT ON THE NORTHWESTERLY LINE OF EVERGREEN DRIVE, AS SAID DRIVE IS SHOWN ON THAT CERTAIN MAP ENTITLED "SUNSHINE GARDENS, SUBDIVISION NO. 1, SOUTH SAN FRANCISCO, SAN MATEO COUNTY, CALIFORNIA", RECORDED OCTOBER 31, 1952 IN BOOK 35 OF MAPS AT PAGES 49 AND 50, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, AND FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 20° 10' 27" WEST; THENCE NORTH 43° 15' 41" EAST ALONG SAID NORTHWESTERLY LINE OF EVERGREEN DRIVE 32.37 FEET TO A POINT; THENCE NORTHWESTERLY ON AN ARC OF A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 22° 13' 23" WEST 355 FEET FROM THE LAST MENTIONED POINT, WITH A RADIUS OF 355 FEET, A CENTRAL ANGLE OF 5° 46' 08", AN ARC DISTANCE OF 35.74 FEET TO THE POINT OF BEGINNING.

JPN: 011-016-160-06A
APN: 011-160-110

EXHIBIT B
DESCRIPTION OF THE PROJECT SITE

El Camino High School Modernization Project
1320 Mission Rd, South San Francisco, CA 94080

Attached is a project site diagram of the entire El Camino High School Modernization Project area that is subject to the Site Lease and Facilities Lease and upon which Contractor/Developer will construct the project.





Existing Campus

Scope of Work Includes the Following Existing Buildings:

Building A Classrooms
Building B Culinary Classroom
Building D Admin Library
Building E Locker rooms
Building G Gym
Building H Arts
Buildings 2-5 Weight Room, Classrooms