SITE LEASE

Agreement #27017

For all or a portion of the following Site:

Baden HS_Los Cerritos ES Temporary Village
825 Southwood Drive, South San Francisco, California.

APN: 013-011-010-9

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 825 Southwood Drive, South San Francisco, California 94080 known as Baden 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 **BADEN HS_LOS CERRITOS ES TEMPORARY VILLAGE** ("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. The District anticipates submitting for a Categorical Exemption to the County Recorders office.

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 of Bond Program
lshelton@ssfusd.org

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 line 1]
[Address line 2]
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 venue 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:_____
Print Name: Ted O.	Name: _____
Print Title: Assistant Superintendent- Business Services	Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF SITE

Attached is the Legal Description for:

Baden HS_Los Cerritos ES Temporary Village
825 Southwood Drive, South San Francisco, California.

APN: 013-011-010-9

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN 15. 193 ACRE PARCEL OF LAND CONVEYED BY DEED FROM CALIFORNIA GOLF CLUB OF SAN FRANCISCO, A CORPORATION, TO SAN MATEO MOUNTED SHERIFF'S POSSE CLUB, A CORPORATION, DATED APRIL 9, 1945, AND RECORDED APRIL 24, 1945 IN BOOK 1170 OF OFFICIAL RECORDS AT PAGE 248, SAN MATEO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHWESTERLY BOUNDARY OF SAID 15. 193 ACRE TRACT SOUTH 50° 00' 30"WEST 532.37 FEET TO THE MOST WESTERLY CORNER OF SAID 15.193 ACRE TRACT; THENCE WEST 22° 59' 12" WEST 1185.69 FEET; THENCE NORTH 50° 00' 30" EAST 425 FEET, TO THE SOUTHWESTERLY BOUNDARY OF LANDS SHOWN ON THAT CERTAIN MAP ENTITLED "SOUTHWOOD MAP NO. 3, SOUTH SAN FRANCISCO, CALIF." FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY ON MARCH 8, 1945 IN BOOK 24 OF MAPS AT PAGE 40; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY AND CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SOUTHWOOD MAP NO. 2 SOUTH 34° 28' 30" EAST 700 FEET TO THE MOST NORTHERLY CORNER OF LOT 203 AS SHOWN ON THE ABOVE MENTIONED MAP OF SOUTH NO. 3; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF LOTS 203 TO 206 AND THE SOUTHWESTERLY PROLONGATION THEREOF SOUTH 50° 00' 30" WEST 270 FEET; THENCE SOUTH 39° 59' 30" EAST 160 FEET; THENCE NORTH 50° 00' 30" EAST 19.58 FEET TO THE MOST WESTERLY CORNER OF LOT 253 AS SHOWN ON ABOVE MENTIONED MAP OF SOUTHWOOD NO. 3, SOUTH 52° 58' 30" ALONG THE SOUTHWESTERLY BOUNDARY OF SAID SOUTHWOOD NO. 3, SOUTH 52° 58' 30" EAST 84.40 FEET AND CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY ON THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1475 FEET AND A CENTRAL ANGLE OF 7° 55' 07" AN ARC DISTANCE OF 203.87 FEET TO THE POINT OF BEGINNING.

APN: 013-011-010-9; JPN: 013-001-011-01

EXHIBIT B
DESCRIPTION OF THE PROJECT SITE

Baden Campus Utility and Modular Building(s) and Temporary Campus at Baden
825 Southwood Drive, South San Francisco, California 94080.

Attached is a project site diagram of the entire Baden Campus Utility, Modular Building(s) and Temporary Campus at Baden 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:

Baden Campus Modular Buildings:
Portable 48 Demolish and replace
Portable 49 Demolish and replace
Portable 50 Demolish and replace
Portable 51 Demolish and replace
Portable 52 - Existing Adult Transition Program (Kitchen)

Baden High School Campus
Existing Building Rooms 1A-B and 5
Existing Building Room 2-4
Existing Building Room 6-7
Existing Building Room 28
Existing Building Main Office and Rooms 32-36
Existing Building 40-47
Existing Building H
Existing Building HS Office
Existing Building Multi-Purpose
Existing Building Cafeteria
Existing Building Resource Center