

TABLE OF CONTENTS

32.	Prior Agreements	8
33.	Further Assurances.....	8
34.	Recitals Incorporatede	8
35.	Time of the Essence	8
36.	Force Majeure	9
37.	Interpretation	9
	Exhibit A - Legal Description of Site	10
	Exhibit B - Description of Project	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 29th Street Sacramento, CA 95822 and 7500 32nd Street Sacramento, CA 95822

APN: 04901830020000

POR LOT 'A' MEADOWVIEW TERRACE UNIT NO 4 DES AS LYING W OF 32ND ST S OF TORRENCE AVE & N OF A LINE WHICH BEARS N 86°57'23" E FROM THE NW COR OF LOT 1 OF GUILD ESTATES BEING FURTHER DES, IN R M BK 66 PG 10 & THAT POR LYING E OF 29TH ST CONT G 1.41 +- N FMLY 049-083-01

And

APN: 04901760020000

POR LOT 'A' MEADOWVIEW TERRACE UNIT NO 4 DES AS LYING W OF 32ND ST, S OF TORRENCE AVE & N OF A LINE WHICH BEARS N 86°57'23" E FROM THE NW COR OF LOT/ OF GUILD ESTATES BEING FURTHER DES IN R M BK 66 PAGE 10 & THAT POR LYING E OF 29TH ST CONT G 8.71 +- N FMLY 049-176-01

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.

