

Sacramento City Unified School District
Site Lease

NOW, THEREFORE, in consideration of the promises, agreements, c46061700000912 0 612 792 r
valuable consideration made herein, the sufficiency of which is hereby acknowledged, the parties
agree as follows:

1. **BASIC TERMS**

This **Section 1** contains the Basic Terms of this Lease between the Lessor and Lessee
named below. Other Sections of the Lease referred to in this **Section 1** explain and define
the Basic Terms and are to be read in conjunction with the Basic Terms.

1.1. **Date of Lease:** _____

1.2. **Lessor:** Sacramento City Unified School District ("Lessor")

Address of Lessor: _____
behalf

Lessor shall be represented with respect to the obligations herein by the
Superintendent of the District, or any other person authorized by the Board of
Trustees of the District to act on its behalf with respect to this Lease. The person or
persons so designated by Lessor shall be authorized

by

by

- 1.5 **Lease Term: Beginning on** the date this Lease is fully executed and **ending on** the last day of the term of the Facilities Lease provided that Lessor has paid to Lessee, or its assignee, all lease payments and other payments which may be due and owing under the Facilities lease, and provided that this Lease has not been earlier terminated. ("Lease Term").
- 1.6 **Permitted Uses:** (See **Section 5**) Any lawful use, subject to applicable zoning and governmental approvals.
- 1.7 **Brokers:** (If none, so state)
Lessor's

unless the beginning or end of the Lease Term is changed under any provision of this Lease.

- 2.2 **Lease Term.** This Lease shall commence on the date that this Lease is fully and finally executed by all parties. However, if the Facilities Lease between Lessor and Lessee is not fully executed within three (3) business days after the full and final execution of this Lease, this Lease shall immediately terminate. This Lease shall expire, if not canceled, extended, or terminated earlier in accordance with its provisions and/or the provisions of the Facilities Lease, on the date upon which Lessor takes title to the Improvements pursuant to that certain Facilities Lease between the Lessor and Lessee, of e

- 5.2 **Manner of Use.** Lessee shall not cause or permit the Site to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, or which constitutes a nuisance or waste. Lessee shall obtain and pay for all permits required for Lessee's occupancy of the Site and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Lessee of the Site.
- 5.3 **Right of Entry.** Lessor reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same and/or the Improvements, and for insurance-related purposes as stated in Exhibit E to the Facilities Lease, provided that, during construction, Lessor follows all safety precautions required by Lessee.
- 5.4 **Liens.** Lessee agrees to keep the Site and every part thereof free and clear of any and all liens, including, **without** limitation, pledges, charges, encumbrances, claims, materialmen liens, mechanic liens and other liens for or arising

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Lessor has not required Lessee to remove shall become Lessor's property and shall be surrendered to Lessor upon the expiration or earlier termination of the Lease, except that Lessee may remove any of Lessee's machinery or equipment which can be removed without material damage to the Site. Lessee shall repair, at Lessee's expense, any damage to the Site caused by the removal of any such machinery or equipment.

6.7

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9.2.4 Lessee is aware of no action, suit, proceeding, inquiry, or investigation pending or threatened in any court or in any federal, state, or municipal administrative body which, if determined adversely to Lessee or its interests, would have a material and adverse effect

agreement with Lessor; (b) otherwise arising out of or resulting from any act or transaction of Lessor or such other person; or (c) necessary to protect Lessee's interest under this Lease in a bankruptcy proceeding or proceeding under Title 11 of the United States Code, as amended. Lessor shall defend Lessee against any such claim or action at Lessor's expense, with counsel reasonably acceptable to Lessee.

11.6 **Notices.** All notices, requests, demands and other communications permitted under this Agreement shall be in writing and shall be sent by commercial courier service which provides evidence of delivery, or mail by first class States mail (postage prepaid), registered or certified, return receipt required. Such notice shall be deemed delivered (1) on the date delivered if by courier service, (2) on the date delivered by U.S. Mail as evidenced by the return receipt, or (3) the date acceptance of delivery is refused by the addressee. Provided that notice sent by courier or U.S. Mail as aforesaid, it may also be delivered by fax. Such delivery shall be deemed to have occurred on the date of transmission (unless the same day).

day).

notice

other parties

giving

written hereunder the o

SIGNATURE PAGE

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

LESSOR:

Sacramento City Unified School District
*A school district organized and existing under the laws of
the State of California*

By: _____
Insert Name and Title

By: _____
Insert Name and Title

Date: _____

LESSEE:

TBD

By: _____
TBD, President

