

SITE LEASE

For all or a portion of the following Site:

San Rafael High School Stadium Renovation Project
185 Mission Avenue
San Rafael, California 94901
APN: 014-101-09

By and between

San Rafael City Schools
310 Nova Albion Way
San Rafael, CA 94903

And

Robert A. Bothman, Inc. DBA Robert A. Bothman Construction
2690 Scott Boulevard
Santa Clara, CA 95050

Dated as of June 12, 2017

SITE LEASE

This site lease ("Site Lease") dated as of June 12, 2017 ("Effective Date"), is made and entered into by and between San Rafael City Schools, consisting of San Rafael Elementary School District and San Rafael High School District, both of which are school districts duly organized and validly existing under the laws of the State of California, as lessor ("District"), and Robert A. Bothman, Inc. DBA Robert A. Bothman Construction, a California corporation duly organized and existing under the laws of the State, as lessee ("Developer") (together, the "Parties").

RECITALS

WHEREAS, the District currently owns a parcel of land located at 185 Mission Avenue, San Rafael, California, known as San Rafael High School, as more particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by this reference ("School Site"); and

WHEREAS, the District desires to provide for the development and construction of certain work to be performed on portions of the School Site. That work will include construction of improvements to be known as San Rafael High School Stadium Renovation Project ("Project"); and

WHEREAS, District desires to have the construction of the Project completed and to lease it back, as more particularly described in the facilities lease between the Parties dated as of the Effective Date whereby the Developer agrees to lease the Project Site back to the District and perform the work of the Project ("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 Project Site to Developer and by immediately entering into the Facilities Lease under which District will lease back the Project from 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 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 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 Project Site to Developer and to have Developer develop and cause the construction of the Project thereon and lease the Project 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, Developer as lessee is authorized and competent to lease the Project Site from District and to develop and cause the construction of the Project on the Project 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:

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 School Site: The descriptions of the real property constituting the School Site

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

3. Lease of the Project Site

The District hereby leases to the Developer, and the Developer hereby leases from the District the Project 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 Developer within three (3) days of execution of this Site Lease.

4. Leaseback of the Project Site

The Parties agree that the Project 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 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 Project 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 District terminates the Facilities Lease pursuant to the Facilities Lease provision(s) allowing termination, then the 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 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 Project Site.

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

7.3.3. Re-let the Project Site; and

7.3.4. Stop all Work associated with the Site Lease.

8. Title to School Site

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

9. Improvements

Title to all improvements made on the Project 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 Project Site by the Developer to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Project Site, and the Developer shall continue to have a leasehold estate in the Project 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 Project Site at any reasonable time to inspect the same, provided the District follows all safety precautions required by the 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 Project Site, the District hereby covenants and agrees that it will not take any action to prevent the Developer from having quiet and peaceable possession and enjoyment of the Project Site during the term hereof and will, at the request of the Developer, to the extent that it may lawfully do so, join in any legal action in which the Developer asserts its right to such possession and enjoyment.

13. Waste

The Developer agrees that at all times that it is in possession of the Project Site, it will not commit, suffer or permit any waste on the Project Site, and that it will not willfully or knowingly use or permit the use of the Project 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 Project 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 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 Project 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 Developer shall be as indicated in the Facilities Lease.

15.6. Use and Zoning

To the best of the District’s actual knowledge, the Project 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 Developer

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

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16.1. Due Organization and Existence

The 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 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 Developer is now a party or by which the 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 Developer, or upon the Project Site, except for Permitted Encumbrances.

16.4. No Bankruptcy

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 Developer, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Developer to perform its obligations under this Site Lease or the Facilities Lease.

17. Insurance and Indemnity

The 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 Project Site subleased, as a whole or in part, by the 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 Project Site or any portion thereof during the term of this Site Lease in any way that would interfere with or diminish Developer's interests indicated in this Site Lease.

20. Liens and Further Encumbrances

Developer agrees to keep the Project 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 Project Site or the Project. Pursuant to the Facilities Lease, 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:

San Rafael City Schools
310 Nova Albion Way
San Rafael, CA 94903
Attn: Dr. Daniel Zaich, Senior Director
Capital Facilities Department

With a copy to:

Lauren M. Charneski, Esq.
Dannis Woliver Kelley
275 Battery Street, Suite 1150
San Francisco, CA 94111

If to Developer:

Robert A. Bothman, Inc. DBA Robert A.
Bothman Construction
2690 Scott Boulevard
Santa Clara, CA 95050
Attn: Brian Bothman, Vice President

With a copy to:

Michael Mingrone, Esq.
Robert A. Bothman, Inc. DBA Robert A.
Bothman Construction
2690 Scott Boulevard
Santa Clara, CA 95050

The 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 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 Developer agrees that the obligations of the 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. Developer and District Representatives

Whenever under the provisions of this Site Lease approval by the Developer or the District is required, or the 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 Developer by the 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 School Site is located.

30. Attorney's Fees

If either party brings an action or proceeding involving the School 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. 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, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, 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: _____, 2017

Dated: June 7, 2017

San Rafael City Schools

Robert A. Bothman, Inc. DBA Robert A. Bothman Construction

By: _____
Name: _____
Title: _____

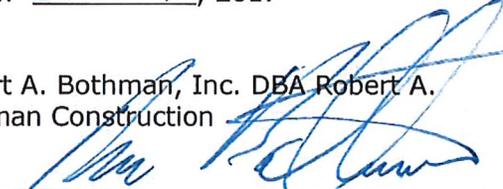
By: 
Name: BRIAN BOTHMAN
Title: VP

EXHIBIT A

LEGAL DESCRIPTION OF SCHOOL SITE

Attached is the Legal Description for:

San Rafael High School
185 Mission Avenue
San Rafael, California 94901

All that certain real property situated in the City of San Rafael, County of Marin, State of California, described as follows:

PARCEL ONE:

BEGINNING at a point in the Southerly boundary line of Mission Street, distant measured thereon South 70° 02' East 403.02 feet from the intersection of the same with the Easterly boundary of Union Street; thence crossing and subdividing the lands of the party of the first part hereto South 15° 34' West 751.48 feet to the Northerly boundary line of Third Street; thence along said Northerly line of Third Street, South 48° 08' East 42.00 feet, South 39° 15' East 106.44 feet, South 47° 59' East 56.95 feet, South 55° 01' East 63.21 feet, South 60° 26' East 94.58 feet, South 63° 47' East 159.36 feet, South 67 11' East 103.68 feet, South 88° 17' East 162.08 feet, South 87° 52' East 117.83 feet, South 78° 49' East 118.90 feet to the intersection of the said Northerly line of Third Street with the Westerly boundary of Laguna Avenue, as the said Avenue is known and so designated upon that certain map entitled, "Map No. 1, San Rafael Development Company Marin County", filed in the office of the County Recorder of Marin County April 25, 1908 and of record in Volume 2 of Maps, at Page 116, Marin County Records; thence leaving said Third Street and running thence along the said Westerly line of Laguna Avenue, North 24° 50' West 63.45 feet; thence leaving said Laguna Avenue and crossing the intersection of Laguna Avenue and Fair Oaks Avenue North 7° 41' West 128.37 feet and North 32° 43' East 78.47 feet to the Northerly boundary line of said Fair Oaks Avenue, as the said Avenue is shown and so designated upon the map hereinabove referred to; thence following the said Northerly line of Fair Oaks Avenue, North 54° 49' East 73.12 feet, North 79° 09' East 58.21 feet, South 79° 20 1 East 55.38 feet, South 70°17' East 36.36 feet, North 78° 22' East 50.33 feet, North 67° 59' East 150.37 feet, North 80° 03' East 100.74 feet, North 71° 20' East 292.30 feet, North 78° 11' East 43.17 feet to the intersection of the said Northerly line of Fair Oaks Avenue with the Westerly boundary line of Mission Avenue, as said Avenue is shown and so designated upon the aforesaid map; thence following the Westerly, Southerly and Easterly boundaries of said Mission Avenue, North 47° 08' West 217.45 feet, North 40°11' West 103.55 feet, North 32° 04' West 110.01 feet, North 0° 09' West 196.10 feet, North 45° 19' West 84.45 feet, North 57° 01' West 208.59 feet, North 74° 58' West 191. 76 feet, North 89° 07' West 35.58 feet, South 51° 37 1 West 412.46 feet to the Southerly boundary line of Mission Street as hereinabove referred to; thence along said line of Mission Street North 75° 05' West 105.73 feet, North 72° 54' West 157.32 feet and North 70° 02' West 215.44 feet to the place of beginning.

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PARCEL TWO:

BEGINNING at a point of intersection of the Northerly line of Third Street with the Westerly line of High Street, running thence along the Northerly line of Third Street, North 64° 23' West 368.59 feet to the Easterly line of Union Street, running thence along the last named line North 15° 34' East 347.76 feet to the Southerly line of Fourth Street, running thence along the last named line, South 74° 26' East 362.94 feet to the Westerly line of High Street, thence along the last named line, South 15° 34' West 412.09 feet to the point of beginning.

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PARCEL THREE:

BEGINNING at the point of intersection of the Southerly line of Mission Avenue with the Westerly line of High Street, running thence along the Southerly line of Mission Avenue North 70° 02' West 364 .01 feet to the Easterly line of Union Street, running thence along the last named line, South 15° 34' West 217. 51 feet to the Northerly line of Fourth Street, running thence along the last named line South 74° 26' East 362. 94 feet to the Westerly line of High Street, running thence along the last line, North 15° 34' East 189.58 feet to point of beginning.

Excepting from Parcels One, Two and Three above all those portions as described by the following Deeds:

- (a) Deed from San Rafael Development Company, a Corporation, to the City of San Rafael, recorded July 20, 1929 in Book 180 of Official Records, at Page 272, Marin County Records.
- (b) Deed from San Rafael Development Company, a Corporation to the City of San Rafael, recorded March 25, 1932 in Book 246 of Official Records, at Page 261, Marin County Records
- (c) Deed from San Rafael Development Company, a Corporation, to the City of San Rafael, recorded November 27, 1933 in Book 240 of Official Records, at Page 350, Marin County Records.
- (d) Deed from the City of San Rafael to San Rafael Development Company, a Corporation, recorded January 18, 1934 in Book 226 of Official Records, at Page 105. Marin County Records.
- (e) Deed from the Board of Education to the City of San Rafael recorded January 18, 1934 in Book 225 of Official Records, at Page 383. Marin County Records.
- (f) Deed from the City of San Rafael to San Rafael Development Company, a Corporation, recorded January 18, 1934 in Book 226 of Official Records, at Page 103. Marin County Records.
- (g) Deed from San Rafael Development Company, a Corporation, to the City of San Rafael, recorded January 18, 1934 in Book 225 of Official Records; at Page 379, Marin County Records.
- (h) Deed from Sherwood Building Co., a Corporation, to the City of San Rafael, recorded September 29, 1938 in Book 369 of Official Records, at Page 444, Marin County Records.
- (i) Deed from San Rafael High School District of Marin County to Marin Title Guaranty Company, a Corporation, recorded October 14, 1954 in Book 894 of Official Records, at Page 569, Marin County Records.

- (j) Deed from San Rafael High School District of Marin County to the City of San Rafael, recorded June 20, 1961 in Sook 1471 of Official Records, at Page 414, Marin County Records, and re-recorded July 6, 1961 in Book 1476 of Official Records, at Page 481, Marin County Records.
- (k) Deed from San Rafael High School District of Marin County to the City of San Rafael, recorded March 12, 1963 in Book 1665 of Official Records, at Page 683, Marin County Records

PARCEL FOUR:

The most Easterly 30 feet of a parcel of land beginning at the Northwesterly corner of that certain real property described in the deed from San Rafael Development Company, a corporation, to San Rafael High School District dated August 24, 1923 and recorded August 24, 1923 in Volume 29 of Official Records at page 459, (Serial No. 5839) In the office of the County Recorder, County of Marin, State of California: running thence North 70° 02' West 40.12 feet to the Northeast corner of Parcel Two as described in the Deed from the City of San Rafael, a municipal corporation to San Rafael High School District dated October 15, 1942 and Recorded October 19, 1942 in Volume 438 of Official Records at Page 102 (Serial No. 7649) in said office or the County Recorder thence along the Easterly line of said Parcel Two and its Southerly prolongation South 15° 34' West 681.36 feet to a line drawn parallel with and perpendicularly distant 20 feet Northerly from the Northerly line of Third Street as said Third Street is referred to in said first-mentioned deed from San Rafael Development Company, a corporation; thence along last said parallel line so drawn South 64° 23' East 40.64 feet and South 66° 17' East 30.31 feet to the Easterly line or that certain right-of-way described in the deed from The San Rafael High School District to the City of San Rafael, a municipal corporation, dated January 16, 1931 and recorded March 25, 1932 in Volume 245 of Official Records at page 219 (Serial No. 1648) in the office of the County Recorder of the County of Marin, State of California, thence Northerly along said right-of-way line North 15° 34' East 708.69 feet to the Southerly line of Mission Street, running thence along last said Southerly line North 70°02' West 30.09 feet to the point or beginning.

PARCEL FIVE:

BEGINNING at a point on the Southerly line of Mission Street, said point being the Northwest corner of that certain real property described, as Parcel Two in the deed' from the City of San Rafael, a municipal corporation, to the San Rafael High School District dated October 15, 1942 and recorded October 19 1942 in Volume 438 of Official Records at page 102 (Serial No. 7649) in the office of the County Recorder, County of Marin, State of California; running thence along the Westerly line of said Parcel Two and its Southerly prolongation South 15° 34' West 317.5 feet to the Northwest corner of Parcel One as described in the deed to San Rafael High School District hereinabove referred to, running thence along the Westerly extension of the Northerly line or said Parcel One North 74°26' West 86.48 feet, thence Northeasterly on a curve concave to the Southeast, the center of which bears South 61° 26' 47" East, said curve having a radius of

230.0 feet and a central angle of $2^{\circ} 16' 47''$, a distance of 9.82 feet; running thence North $30^{\circ} 50'$ East 319.93 feet to the point of beginning.

PARCEL SIX:

BEGINNING at the Southwesterly corner of that certain real property described as Parcel Two in the deed from the City of San Rafael, a municipal corporation, to San Rafael High School District dated October 15, 1942 and recorded October 19 1942 in Volume 438 of Official Records at page 102 (Serial No. 7649) in the office of the County Recorder, County of Marin, State of California; running thence along the Southerly prolongation of the Westerly line of said parcel .South $15^{\circ} 34'$ West 100.00 feet to the Northwesterly corner of Parcel One as, described in said deed to San Rafael High School District hereinabove referred to; thence along the Northerly line of said Parcel One along the Northerly line of said Parcel One South $74^{\circ} 26'$ East 362.94 feet to the Northeasterly corner of said Parcel One; thence North $15^{\circ} 34'$ East 100.00 feet to the Southeasterly corner of Parcel Two referred to above; running thence North $74^{\circ} 26'$ West 362.94 feet to the point of beginning

A.P.N. 014-101-09

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EXHIBIT B

DESCRIPTION OF PROJECT SITE

Attached is a map or diagram showing the location of the School Site that is subject to this Site Lease and upon which Developer will construct the Project.



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