

MASTER SITE LEASE

This master site lease (“Master Site Lease”) dated as of **November 13, 2013** (“Effective Date”), is made and entered into by and between the **Mt. Diablo Unified School District (MDUSD)**, a school district duly organized and validly existing under the laws of the State of California, as lessor (“District”), and **Taber Construction, Inc.** a California company duly organized and existing under the laws of the State of California, as lessee (“Developer”) (together, the “Parties”).

WHEREAS, the District currently owns a parcel or parcels of land located at:

Ayers Elementary School	5120 MYRTLE DR	CONCORD	CA 94521
Bancroft Elementary School	2200 PARISH DR	WALNUT CREEK	CA 94596
Bel Air Elementary School	663 CANAL RD	BAY POINT	CA 94565
Cambridge Elementary School	1135 LACEY LN	CONCORD	CA 94520
Clayton Valley Charter High School	1101 ALBERTA WAY	CONCORD	CA 94521
College Park High School	201 VIKING DR	PLEASANT HILL	CA 94523
Concord High School	4200 CONCORD BLVD	CONCORD	CA 94521
Delta View Elementary School	2916 RIO VERDE	BAY POINT	CA 94565
Diablo View Middle School	300 DIABLO VIEW LN	CLAYTON	CA 94517
Eagle Peak Montessori School	800 HUTCHINSON RD	WALNUT CREEK	CA 94598
El Dorado Middle School	1750 WEST ST	CONCORD	CA 94521
El Monte Elementary School	1400 DINA DR	CONCORD	CA 94518
Fair Oaks Elementary School	2400 LISA LN	PLEASANT HILL	CA 94523
Foothill Middle School	2775 CEDRO LN	WALNUT CREEK	CA 94598
Glenbrook Middle School	2351 OLIVERA RD	CONCORD	CA 94520
Gregory Gardens Elementary School	1 CORRITONE CT	PLEASANT HILL	CA 94523
Hidden Valley Elementary School	500 GLACIER DR	MARTINEZ	CA 94553
Highlands Elementary School	1326 PENNSYLVANIA BLVD	CONCORD	CA 94521
Holbrook Elementary School	3333 RONALD WAY	CONCORD	CA 94519
Loma Vista Adult Center	1266 SAN CARLOS AVE	CONCORD	CA 94518
Meadow Homes Elementary School	1371 DETROIT AVE	CONCORD	CA 94518
Monte Gardens Elementary School	3841 LARKSPUR DR	CONCORD	CA 94519
Mountain View Elementary School	1705 THORNWOOD DR	CONCORD	CA 94521
Mt Diablo Elementary School	5880 MT ZION DR	CLAYTON	CA 94517
Mt Diablo High School	2450 GRANT ST	CONCORD	CA 94520
Northgate High School	425 CASTLE ROCK RD	WALNUT CREEK	CA 94598
Oak Grove Middle School	2050 MINERT RD	CONCORD	CA 94518
Olympic High School	2730 SALVIO ST	CONCORD	CA 94519
Pine Hollow Middle School	5522 PINE HOLLOW RD	CONCORD	CA 94521
Pleasant Hill Elementary School	2097 OAK PARK BLVD	PLEASANT HILL	CA 94523
Pleasant Hill Middle School	ONE SANTA BARBARA RD	PLEASANT HILL	CA 94523
Rio Vista Elementary School	611 PACIFICA AVE	BAY POINT	CA 94565
Riverview Middle School	205 PACIFICA AVE	BAY POINT	CA 94565
Sequoia Elementary School	277 BOYD RD	PLEASANT HILL	CA 94523

Sequoia Middle School	265 BOYD RD	PLEASANT HILL	CA 94523
Shadelands Special Ed School	1860 SILVERWOOD DR	CONCORD	CA 94519
Shore Acres Elementary School	351 MARINA RD	BAY POINT	CA 94565
Silverwood Elementary School	1649 CLAYCORD AVE	CONCORD	CA 94521
Strandwood Elementary School	416 GLADYS DR	PLEASANT HILL	CA 94523
Sun Terrace Elementary School	2448 FLOYD LN	CONCORD	CA 94520
Sunrise Special Ed School	1861 Silverwood Drive	CONCORD	CA 94519
Valhalla Elementary School	530 KIKI DR	PLEASANT HILL	CA 94523
Valle Verde Elementary School	3275 PEACHWILLOW LN	WALNUT CREEK	CA 94598
Valley View Middle School	181 VIKING DR	PLEASANT HILL	CA 94523
Walnut Acres Elementary School	180 CEREZO DR	WALNUT CREEK	CA 94596
Westwood Elementary School	1748 WEST ST	CONCORD	CA 94521
Willow Creek Center	1026 MOHR LN	CONCORD	CA 94518
Woodside Elementary School	761 SAN SIMEON DR	CONCORD	CA 94518
Wren Avenue Elementary School	3339 WREN AVE	CONCORD	CA 94519
Ygnacio Valley Elementary School	2217 CHALOMAR RD	CONCORD	CA 94518
Ygnacio Valley High School	755 OAK GROVE RD	CONCORD	CA 94518
Alliance	2730 SALVIO ST	CONCORD	CA 94519
Crossroads NSHS	2730 SALVIO ST	CONCORD	CA 94519
Gateway NSHS	205 PACIFICA AVE	BAY POINT	CA 94565
Nueva Vista NSHS	1101 ALBERTA WAY	CONCORD	CA 94521
Prospect NSHS	ONE SANTA BARBARA RD	PLEASANT HILL	CA 94523
Summit NSHS	4200 CONCORD BLVD	CONCORD	CA 94521
Administration- Dent Center	1936 CARLOTTA DR	CONCORD	CA 94519
Diablo Day School	1026 MOHR LN	CONCORD	CA 94518
Maintenance and Operations	1480 GASOLINE ALLEY	CONCORD	CA 94520
Pleasant Hill Ed Center	ONE SANTA BARBARA RD	PLEASANT HILL	CA 94523
Purchasing/Warehouse	2326 BISSO LANE	CONCORD	CA 94520
Transportation	1490 GASOLINE ALLEY	CONCORD	CA 94520

and as more particularly described in **Exhibits “A-1” through “A-53”** attached hereto and incorporated herein by this reference (“School Sites”); and

WHEREAS, the District desires to provide for the **Measure-C - District wide Security System Upgrades** (“Project”); and

WHEREAS, the District determines that a portion of the School Sites are adequate to accommodate the Project, as more particularly described in **“Exhibits “B-1” through “B-53”** (“Project Site”) attached hereto and incorporated herein by this reference; and

WHEREAS, District desires to have the construction of the Project completed and to lease it back, as more particularly described in the Master Facilities Lease between the Parties dated as of the Effective Date whereby the Developer agrees to lease the Project Sites back to the District and perform the work of the Project (“Master Facilities Lease”), which Master Facilities Lease is incorporated herein by this reference; and

WHEREAS, the Board of Education 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 Sites to Developer and by immediately entering into the Master Facilities Lease under which District will

lease back the Project from Developer; and

WHEREAS, the District further determines that it has entered into this Master Site Lease and the Master 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, the District is authorized under Education Code section 17406 to lease the Project Sites to Developer and to have Developer develop and cause the construction of the Project thereon and lease the Project Sites back to the District by means of the Master Facilities Lease, and the Board has duly authorized the execution and delivery of this Master Site Lease in order to effectuate the foregoing, based upon a finding that it is in the best interest of the District to do so; and

WHEREAS, Developer as lessee is authorized and competent to lease the Project Sites from District and to develop and cause the construction of the Project on the Project Sites, and has duly authorized the execution and delivery of this Master Site Lease; 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 Master 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 Master Site Lease;

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and 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 Master Facilities Lease shall have the same meaning in this Master Site Lease.
2. **Exhibits.** The following Exhibits are attached to and by reference incorporated and made a part of this Master Site Lease.
 - 2.1. **Exhibits A-1 through A-53:** Descriptions of the School Site(s)
 - 2.2. **Exhibits B-1 through B-53:** Descriptions of the Project Site(s)
3. **Lease of the Project Sites.** The District hereby leases to the Developer, and the Developer hereby leases from the District the Project Sites, subject only to Permitted Encumbrances, in accordance with the provisions of this Master Site Lease, to have and to hold for the term of this Master Site Lease. This Master Site Lease shall only take effect if the Master Facilities Lease is executed by the District and Developer within three (3) days of execution of this Master Site Lease.
4. **Leaseback of the Project Sites.** The Parties agree that the Project Sites will be leased back to the District pursuant to the Master Facilities Lease for the term thereof.
5. **Term.** The term of this Master Site Lease shall commence as of the Effective Date and shall terminate on the last day of the Term of the Master Facilities Lease, provided the District has paid to the Developer, or its assignee, all payments which may be due under the Master Facilities Lease, and provided this Master Site Lease has not been terminated pursuant to the termination provisions of the Master Facilities Lease.
6. **Payment.** In consideration for the leases of the Project Sites by the District to the Developer and for other good and valuable consideration, the Developer shall pay One Dollar (\$1.00) for each site to the District upon execution of this Master Site Lease.

7. Termination

7.1. Termination Upon Purchase of Project. If the District exercises its option to purchase the Project pursuant to the Master Facilities Lease, then this Master Site Lease shall terminate concurrently with the District's buy out and termination of the Master Facilities Lease.

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

7.3. Termination Due to Default by District. If District defaults pursuant to the provision(s) of the Master Facilities Lease, the Developer, or its assignee, will have the right, for the then remaining term of this Master 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; and

7.3.3. Relet the Project Site.

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

9. Improvements. Title to all improvements made on the Project Sites during the term hereof shall be held, vest and transfer pursuant to the terms of the Master Facilities Lease.

10. No Merger. The leaseback of the Project Sites by the Developer to the District pursuant to the Master Facilities Lease shall not effect or result in a merger of the estates of the District in the Project Sites, and the Developer shall continue to have a leasehold estate in the Project Sites pursuant to this Master 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 Sites 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 Master Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Project Sites, 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 Sites 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 Sites, it will not commit, suffer or permit any waste on the Project Sites, and that it will not willfully or knowingly use or permit the use of the Project Sites 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 Sites hereby leased or intended so to be or for carrying out the expressed intention of this Master Site Lease and the Master 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 Master Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Master Site Lease.

15.3. No Violations. To the best of the District's actual knowledge, neither the execution and delivery of this Master Site Lease nor the Master 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 Sites, except Permitted Encumbrances.

15.4. CEQA Compliance. The District has complied with all 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. No Litigation. To the best of the District's actual knowledge, there is no pending or, to the knowledge of District, threatened action or proceeding before any court or federal, state, municipal, or other government authority or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Master Site Lease.

15.6. Condemnation Proceedings.

15.6.1. District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Master 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 Master Site Lease and the Master Facilities Lease.

15.6.2. 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 Master Facilities Lease.

15.7. Use and Zoning. To the best of the District's actual knowledge, the Project Sites are properly zoned for their intended purpose and the use or activities contemplated by this Master Site Lease will not conflict with local, state or federal law.

15.8. 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.

15.9. Hazardous Materials. District is not currently aware of any contamination to the Project Sites by Hazardous Materials. If District becomes aware of any act or circumstance which would change or render this representation incorrect, in whole or in part, District will give immediate written notice of such changed fact or circumstance to Developer.

16. Representations of the Developer. The Developer represents, covenants and warrants to the District as follows:

16.1. Due Organization and Existence. The Developer is a California corporation licensed to provide such services in the state of California, has power to enter into this Master Site Lease and the Master 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 Master Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Master Site Lease.

16.3. No Violations. Neither the execution and delivery of this Master Site Lease or the Master 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 Sites, 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 Master Site Lease or the Master 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 Master Facilities Lease.

18. Assignment and Subleasing. This Master Site Lease may not be assigned and/or the Project Sites subleased, as a whole or in part, by the Developer without the prior written consent of the District to such assignment or sublease.

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

20. Liens and Further Encumbrances. Developer agrees to keep the Project Sites 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 Sites or the Project. Pursuant to the Master 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 as indicated below and to the parties indicated below

21.1. If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

21.2. If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service.

21.3. If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

21.4. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for:

If to District:

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519
Attention: Superintendent
Telephone: (925) 682-8000
Facsimile: (925) 827-1138

With a copy to:

Orbach Huff & Suarez
1 Kaiser Plaza, Ste. 1458
Oakland, CA 94612
Attention: Philip J. Henderson
Telephone: (510) 999-7908
Facsimile: (510) 999-7918

If to Developer:

Taber Construction Inc.
PO Box 1309
Martinez, CA 94553
Attention: Bret Taber
Telephone: (925) 682-6133
Facsimile: (925) 682 -6122

Attention: _____
Telephone: () ____ - _____
Facsimile: () ____ - _____

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 Master 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 Master 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 Master 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 Master Site Lease or the Master Facilities Lease.
- 25. Amendments, Changes and Modifications.** Except as to the termination rights of both Parties as indicated in the Master Facilities Lease, this Master 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 Master 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 Master 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 Master Site Lease shall be governed by and construed in accordance with the laws of the State of California, and venue shall be 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 Sites or to enforce the terms of this Master 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 Master 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 Master Site Lease.
- 32. **Prior Agreements.** This Master Site Lease and the corresponding Master Facilities Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Master 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 Master Site Lease.
- 34. **Recitals Incorporated.** The Recitals set forth at the beginning of this Master 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 Master Site Lease.
- 36. **Force Majeure.** A party shall be excused from the performance of any obligation imposed in this Master 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 Master Site Lease.
- 37. **Interpretation.** None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Master Site Lease or the Master Facilities Lease for purposes of construing the provisions of each. The language in all parts of this Master 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 Master 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: _____, 2013

Dated: October 29, 2013

Mt. Diablo Unified School District

Taber Construction, Inc.

By: _____

By:  _____

Print Name: Dr. Nellie Meyer

Print Name: Bret Taber

Print Title: Superintendent

Print Title: President

EXHIBIT "A-1"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Concord High School
4200 Concord Blvd. Concord, CA 94521

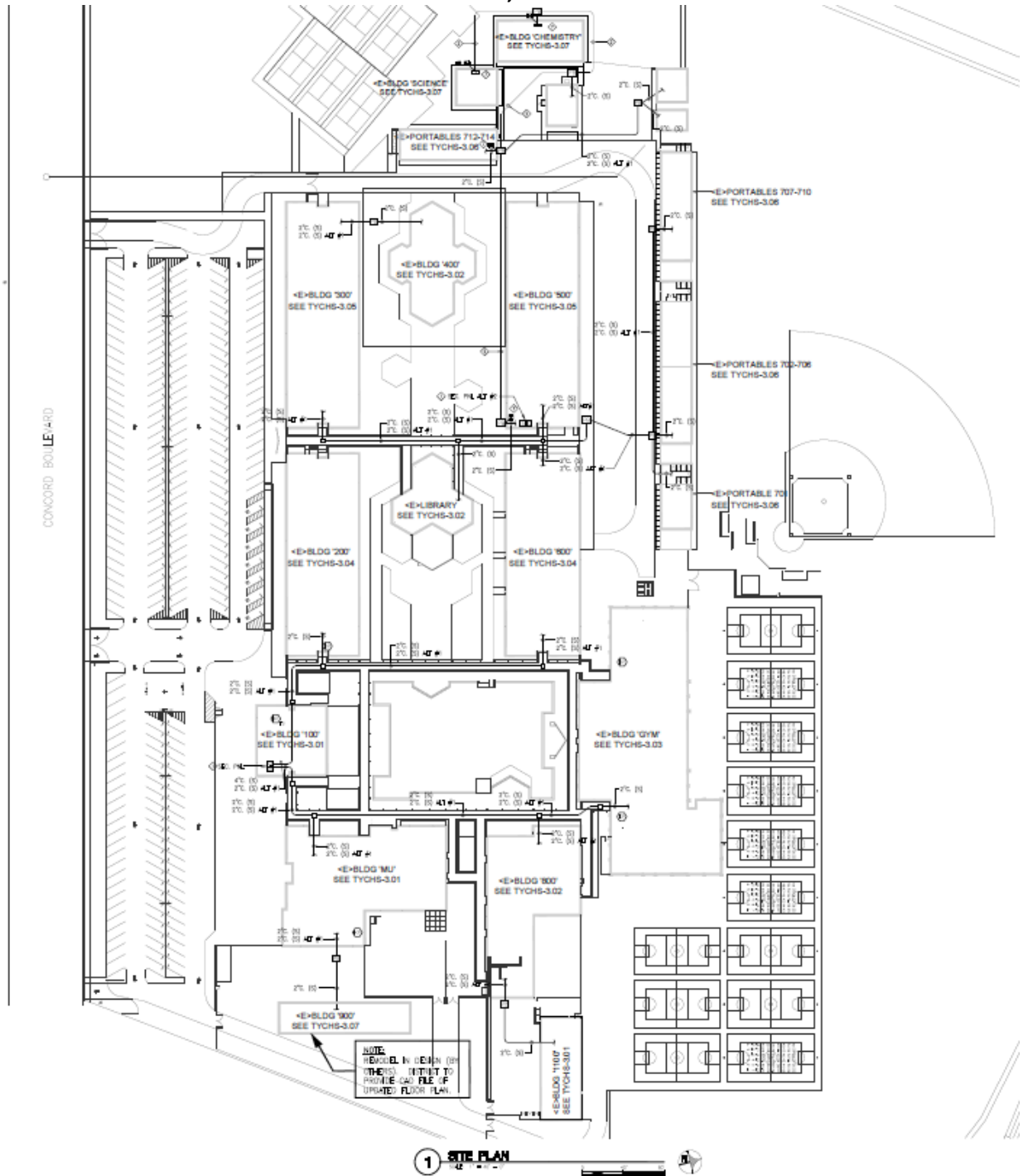
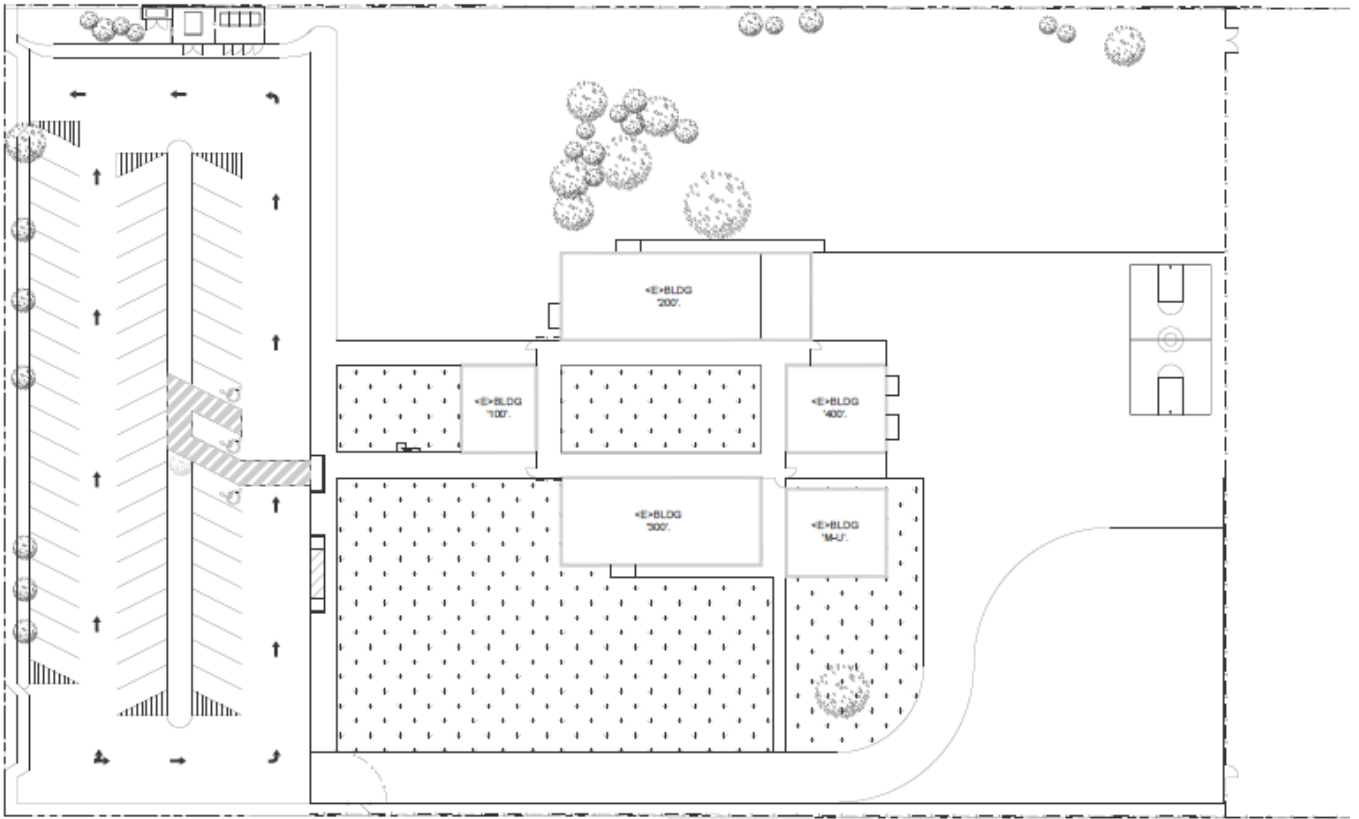


EXHIBIT "A-2"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Eagle Peak Montessori School
800 Hutchinson Road, Walnut Creek, CA 94598



1 SITE PLAN

EXHIBIT "A-3"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Willow Creek Center
1026 Mohr Lane, Concord, CA 94518



EXHIBIT "A-4"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Cambridge Elementary School
1135 Lacey Lane, Concord CA 94520

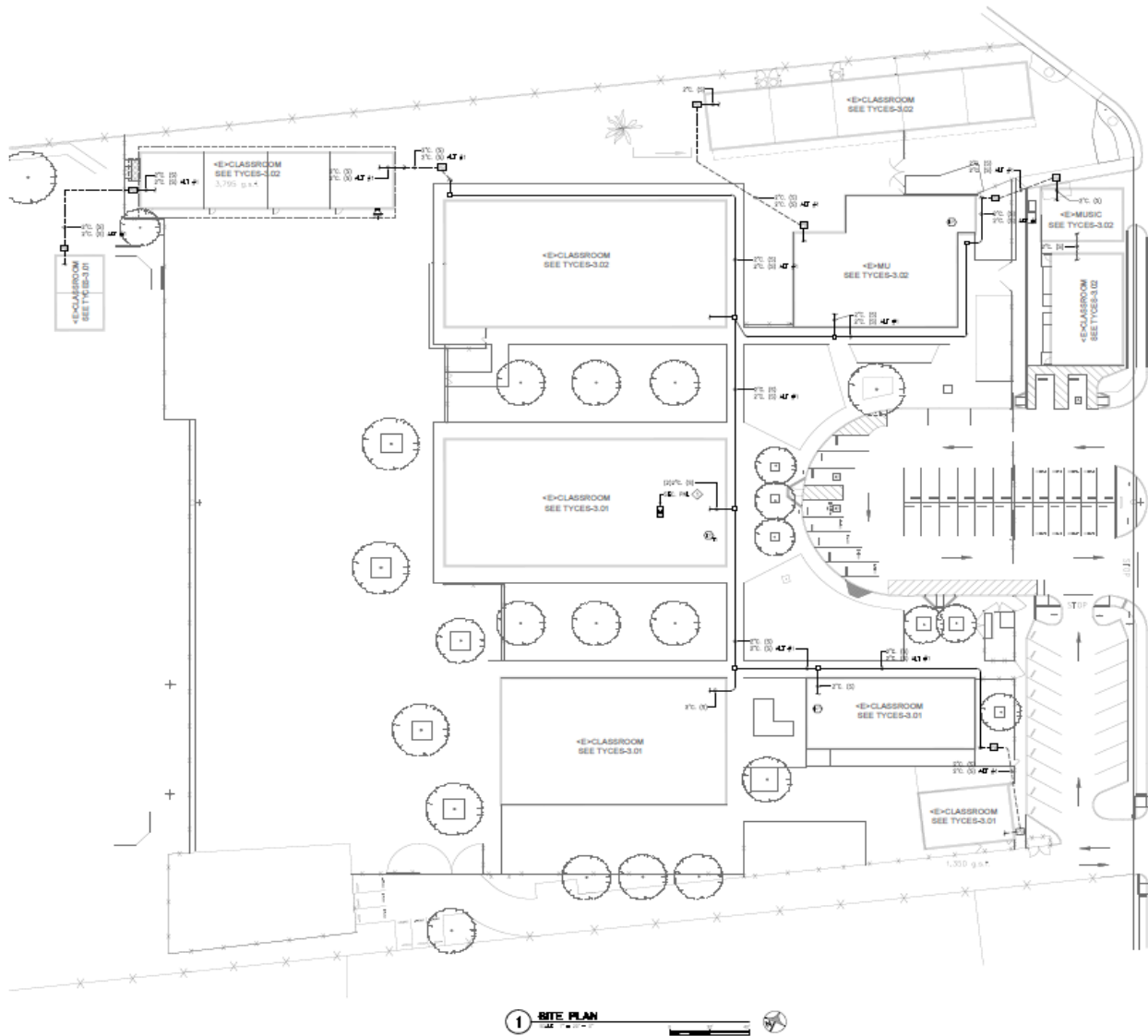


EXHIBIT "A-5"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

College Park High School
201 Viking Drive, Pleasant Hill, CA 94523

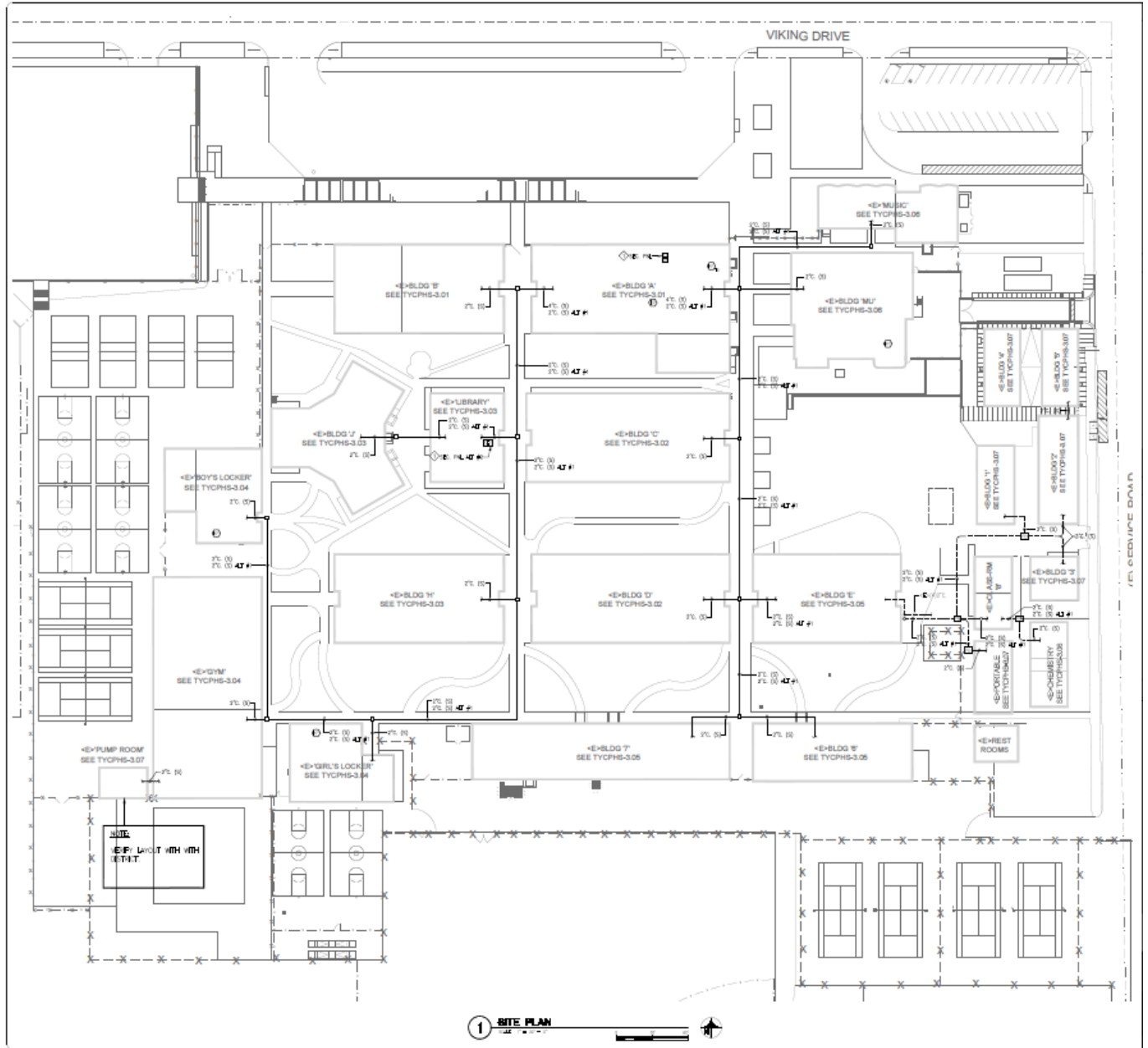


EXHIBIT "A-6"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:
Clayton Valley Charter High School
1101 Alberta Way, Concord, CA 94521

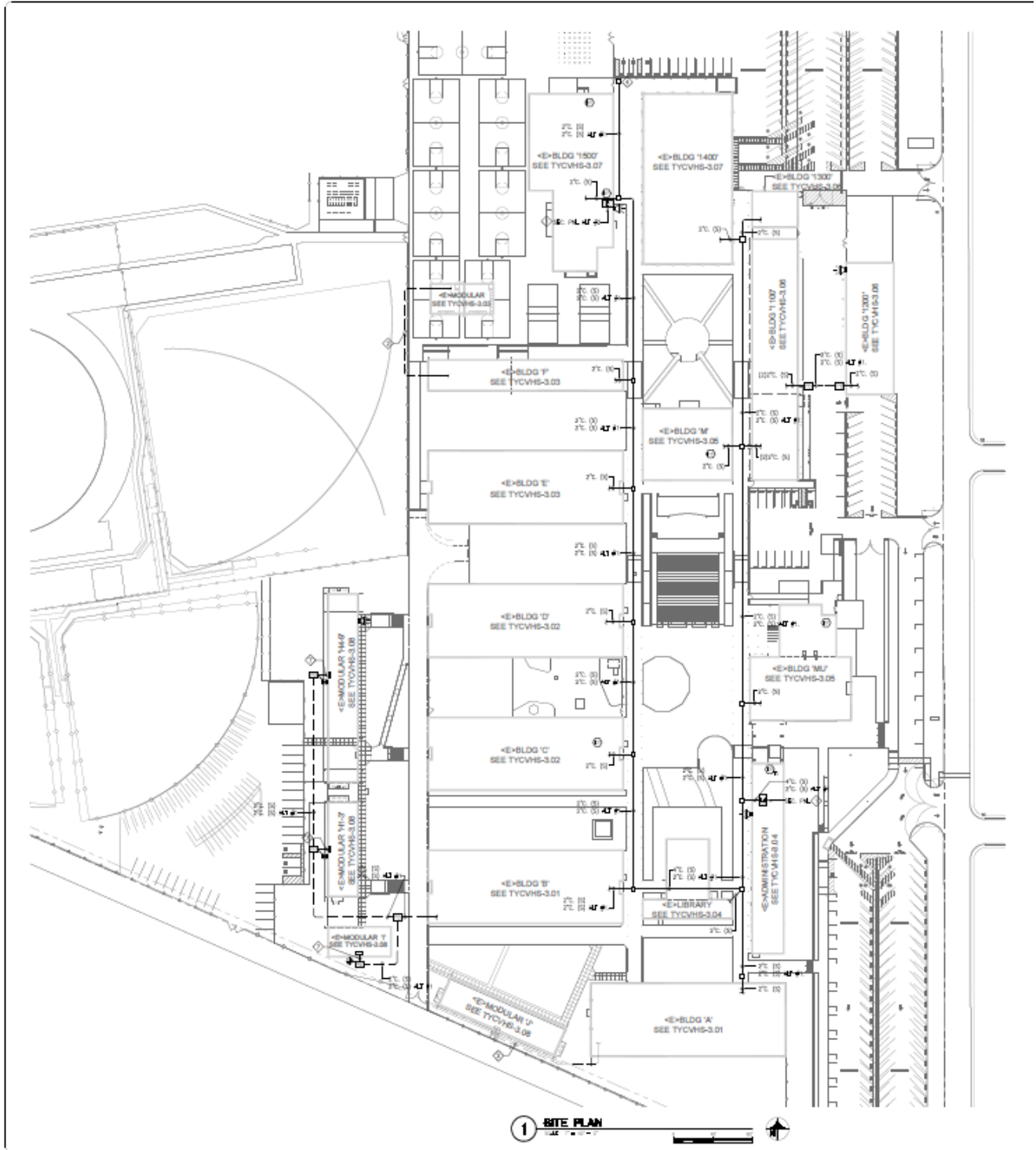


EXHIBIT "A-7"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Fair Oaks Elementary School
2400 Lisa Lane, Pleasant Hill, CA 94523

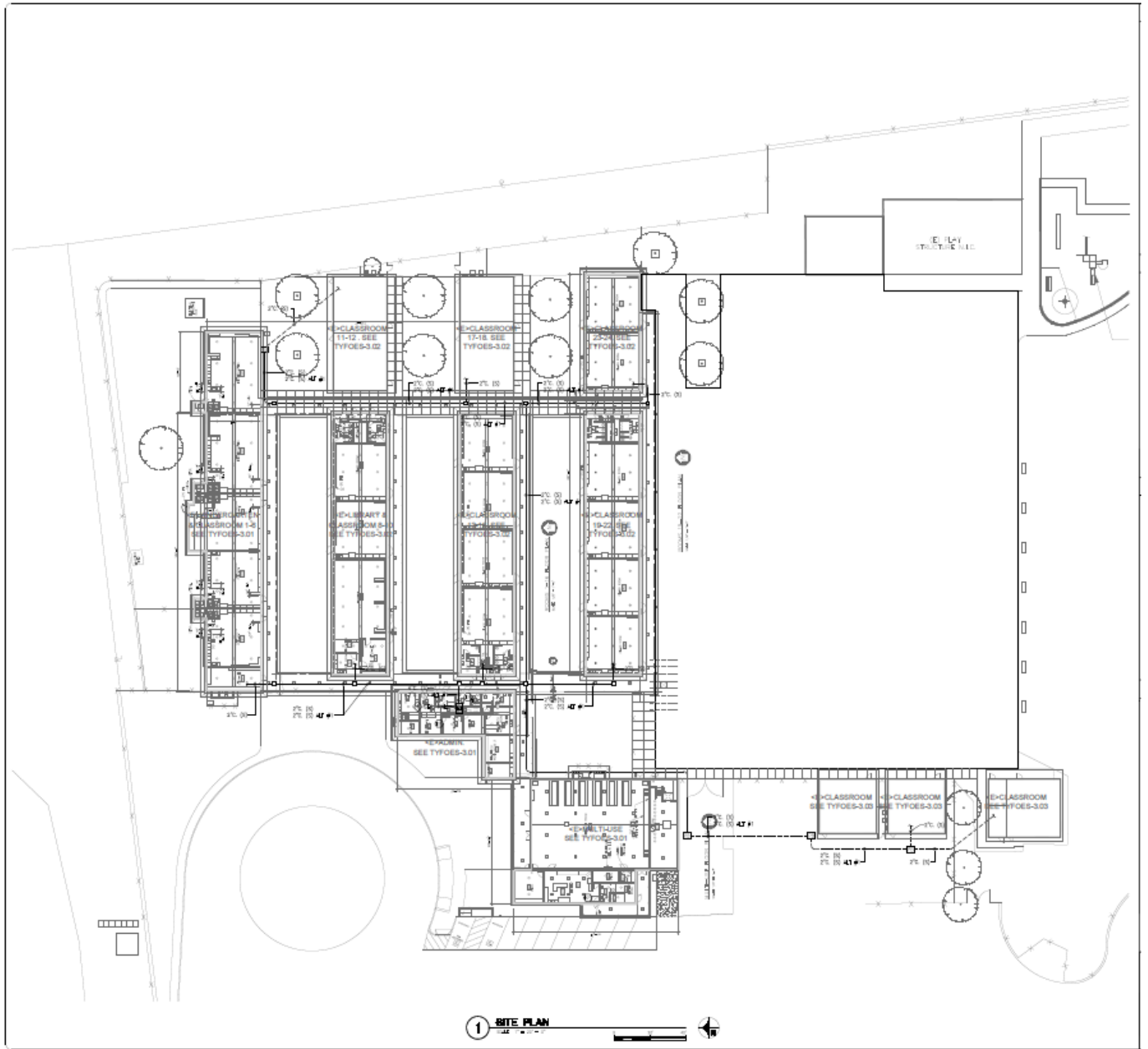


EXHIBIT "A-8"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Holbrook Elementary School
3333 Ronald Way, Concord CA, 94519

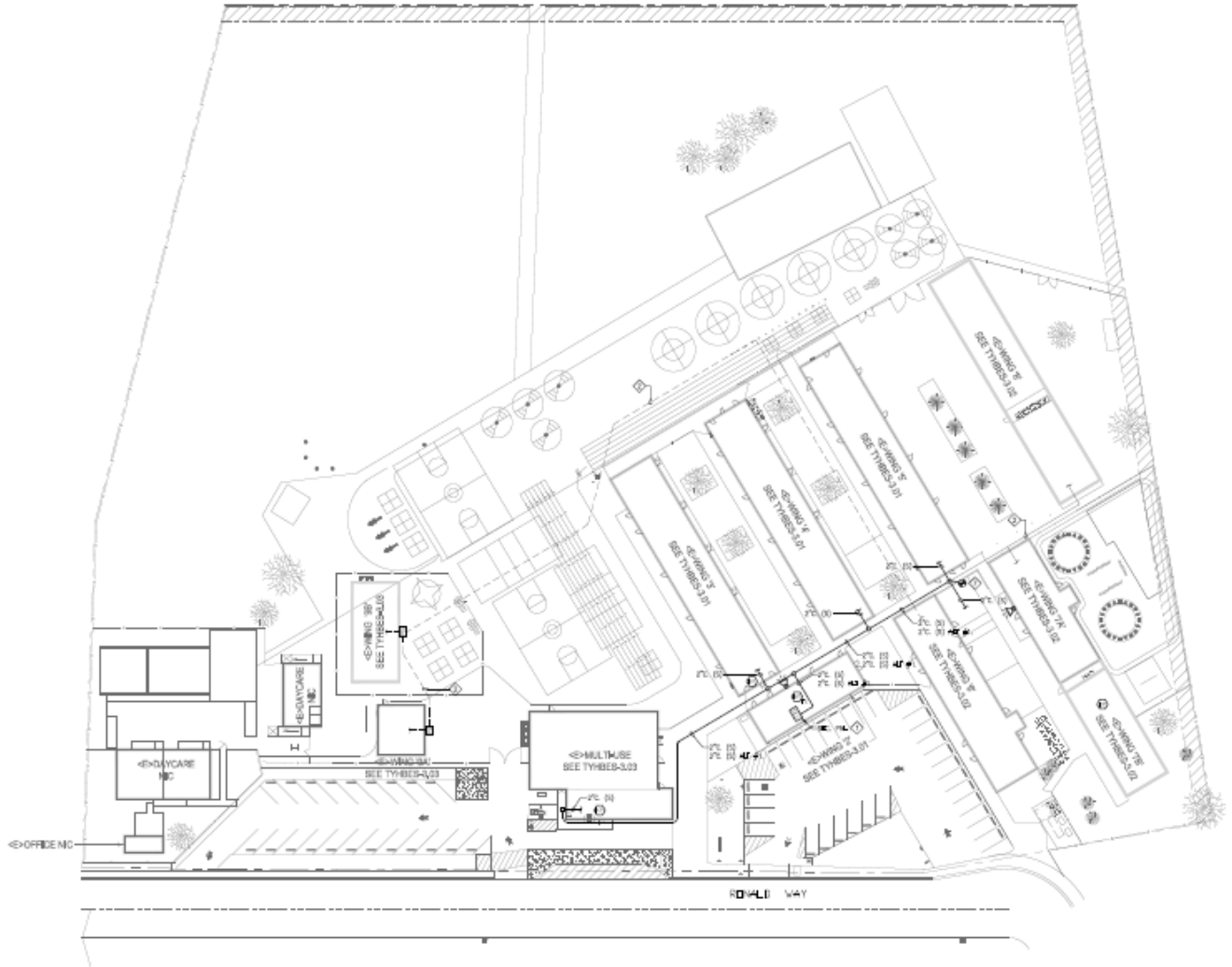


EXHIBIT "A-9a"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Mount Diablo High School (Main Campus)
2450 Grant Street, Concord, CA 94520

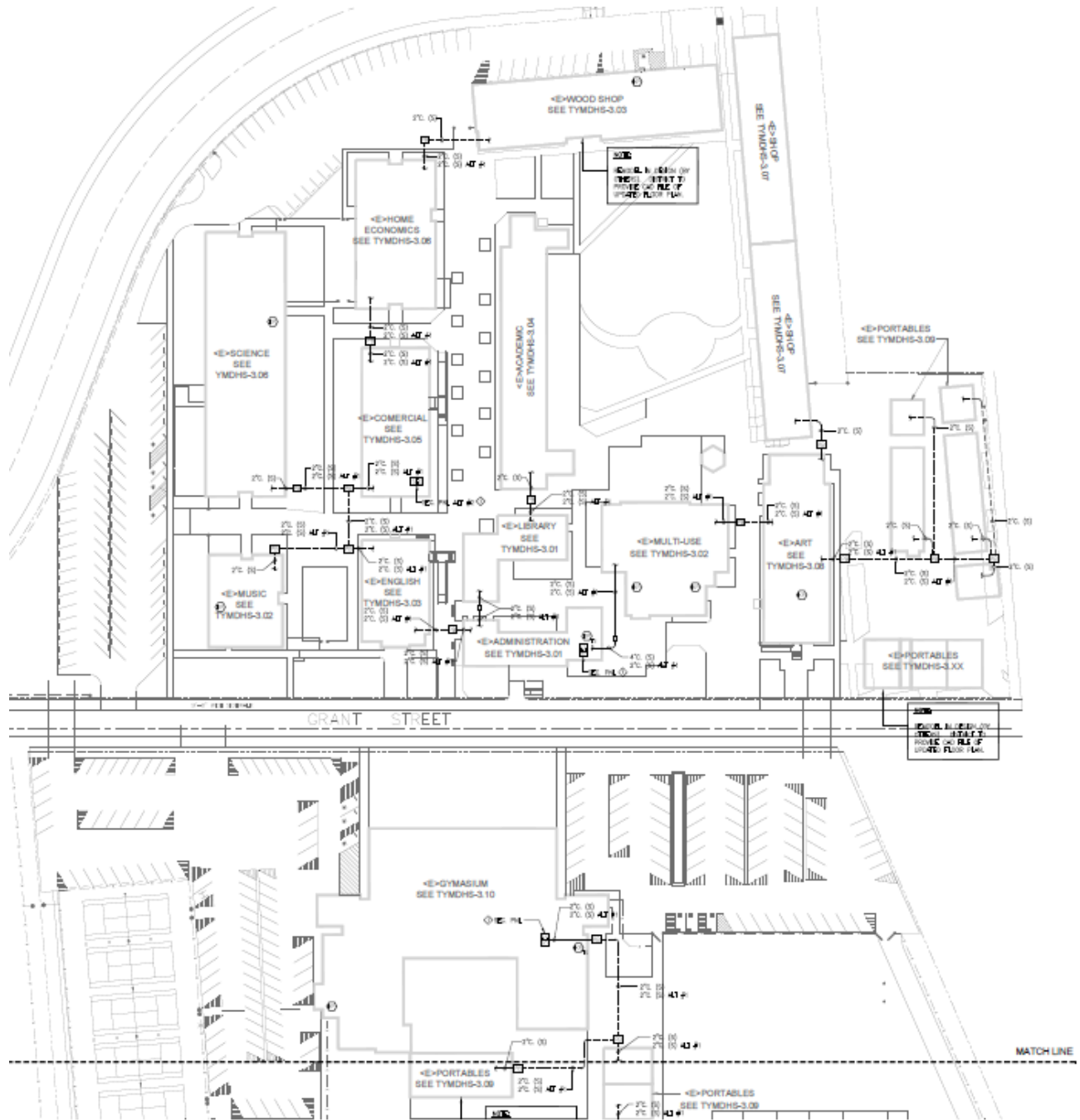


EXHIBIT "A-9b"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Mount Diablo High School (South West)
2450 Grant Street, Concord, CA 94520

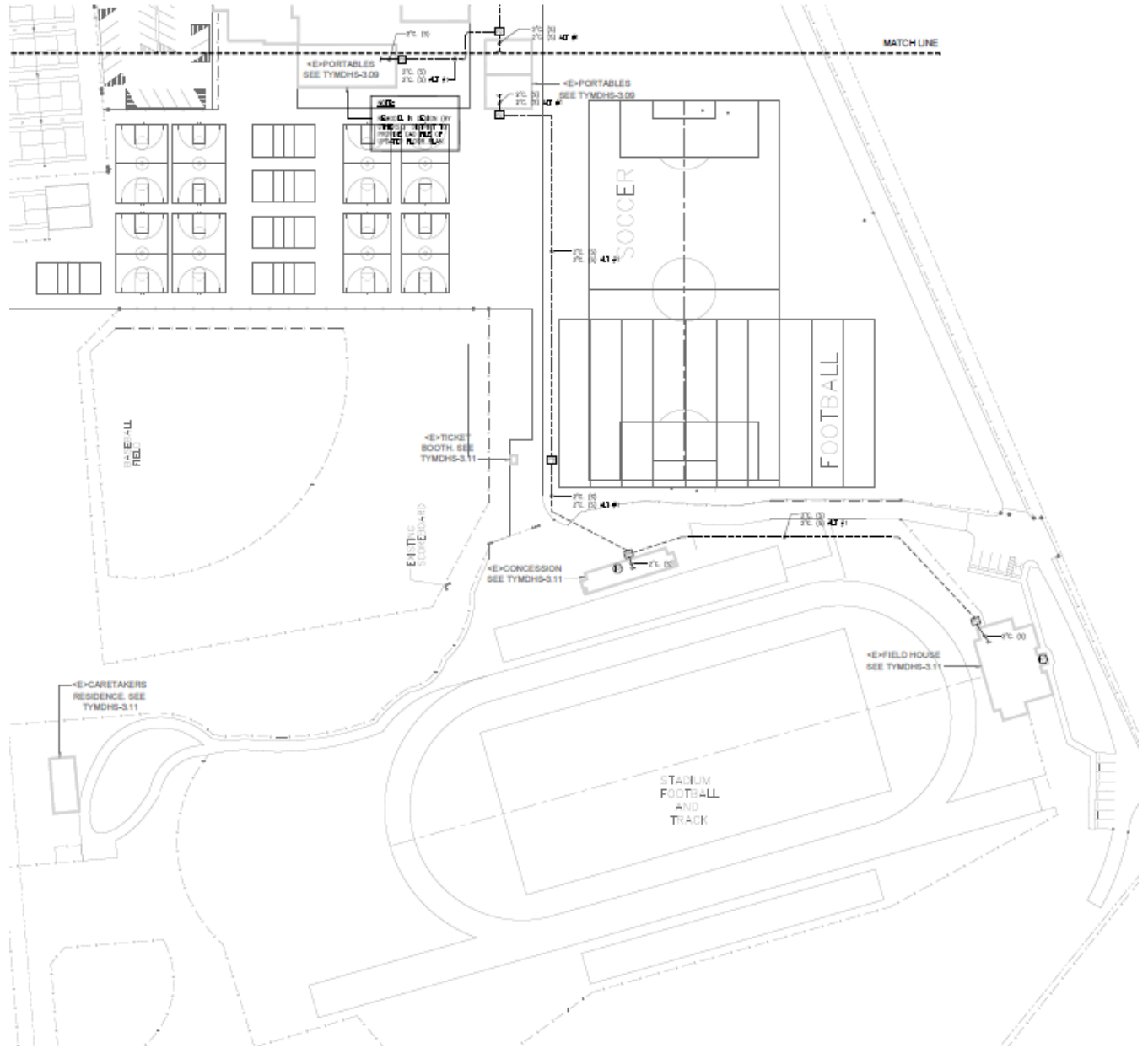


EXHIBIT "A-10"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Maintenance & Operations, Purchasing, Food Services, Transportation
1480 Gasline Alley, Concord CA, 94520
1490 Gasline Alley, Concord CA, 94520
2326 Bisso Lane, Concord, CA 94520

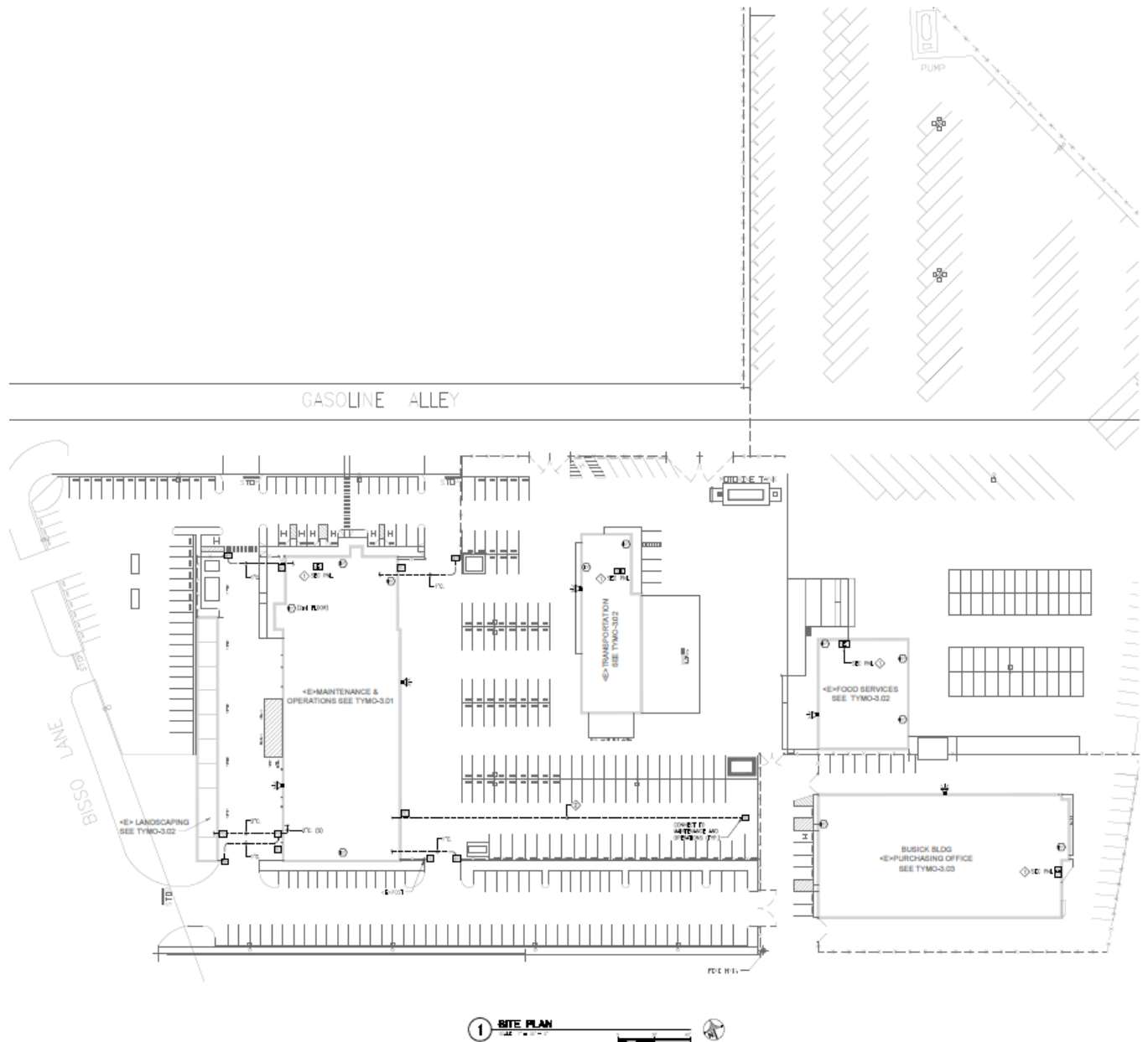
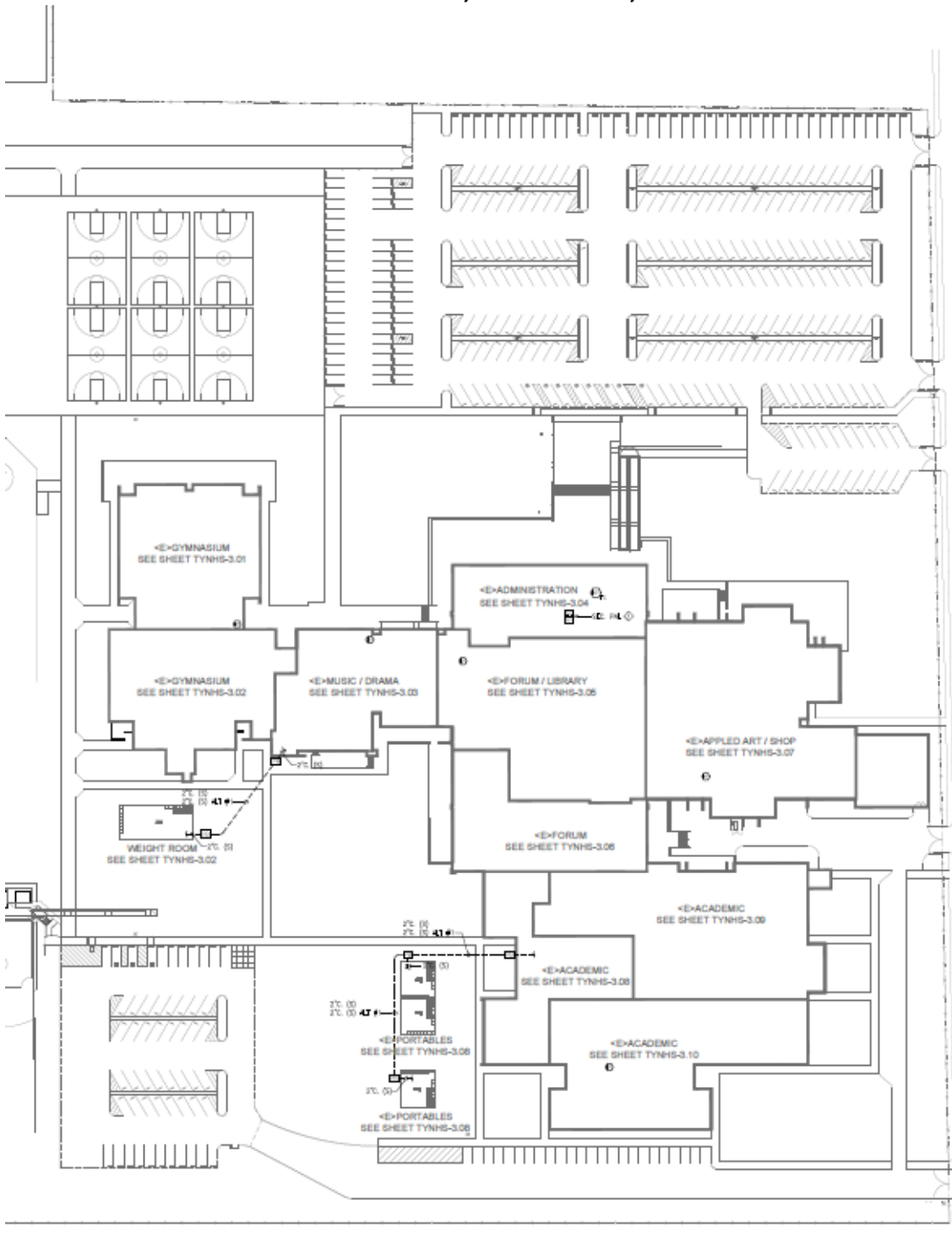


EXHIBIT "A-11"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Northgate High School
425 Castle Rock Road, Walnut Creek, CA 94598



1 SITE PLAN

EXHIBIT "A-13"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Ygnacio Valley Elementary School
2217 Chalomar Road, Concord, CA 94518

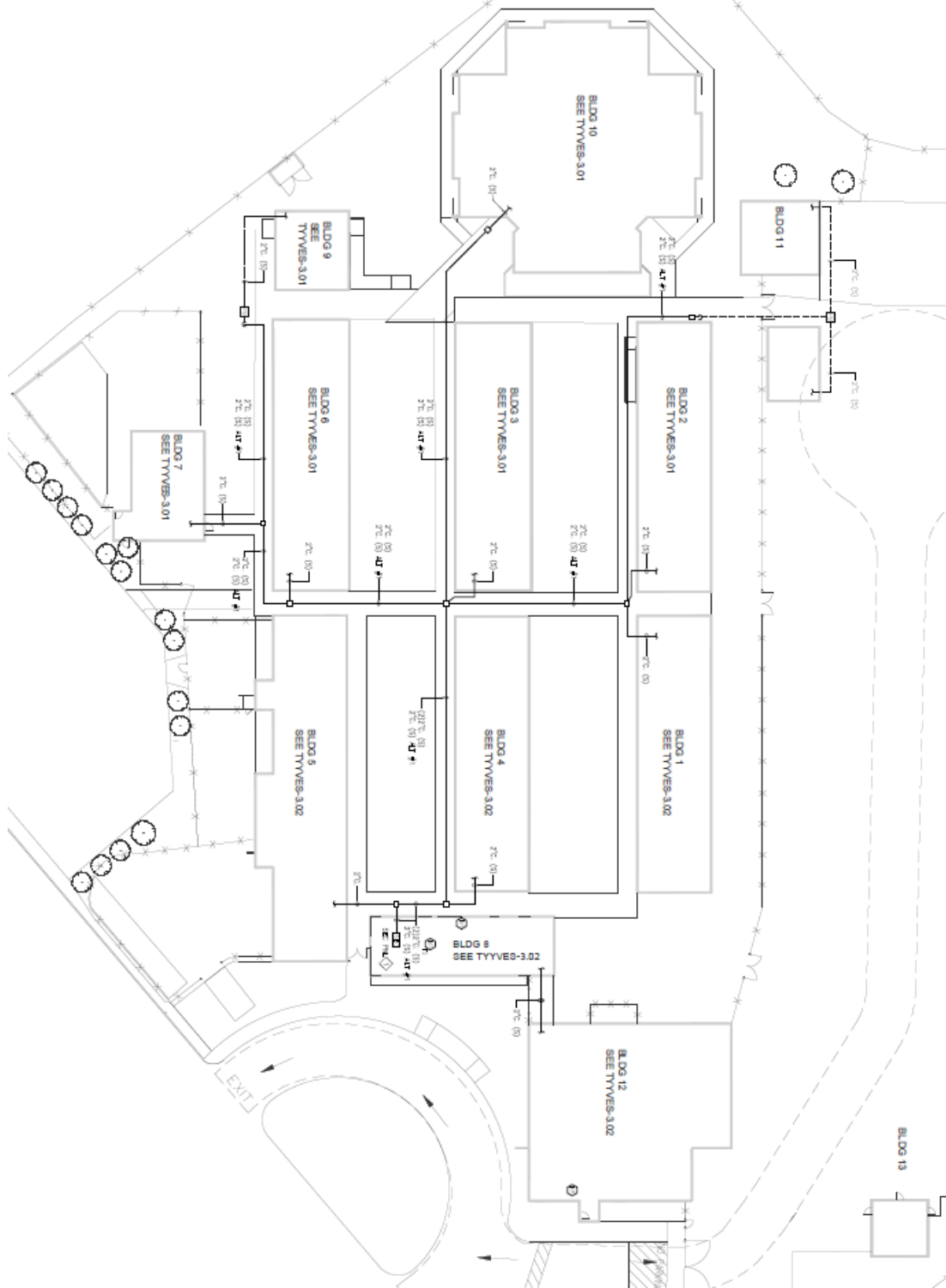


EXHIBIT "A-14"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

El Monte Elementary School
1400 Dina Drive, Concord, CA 94518

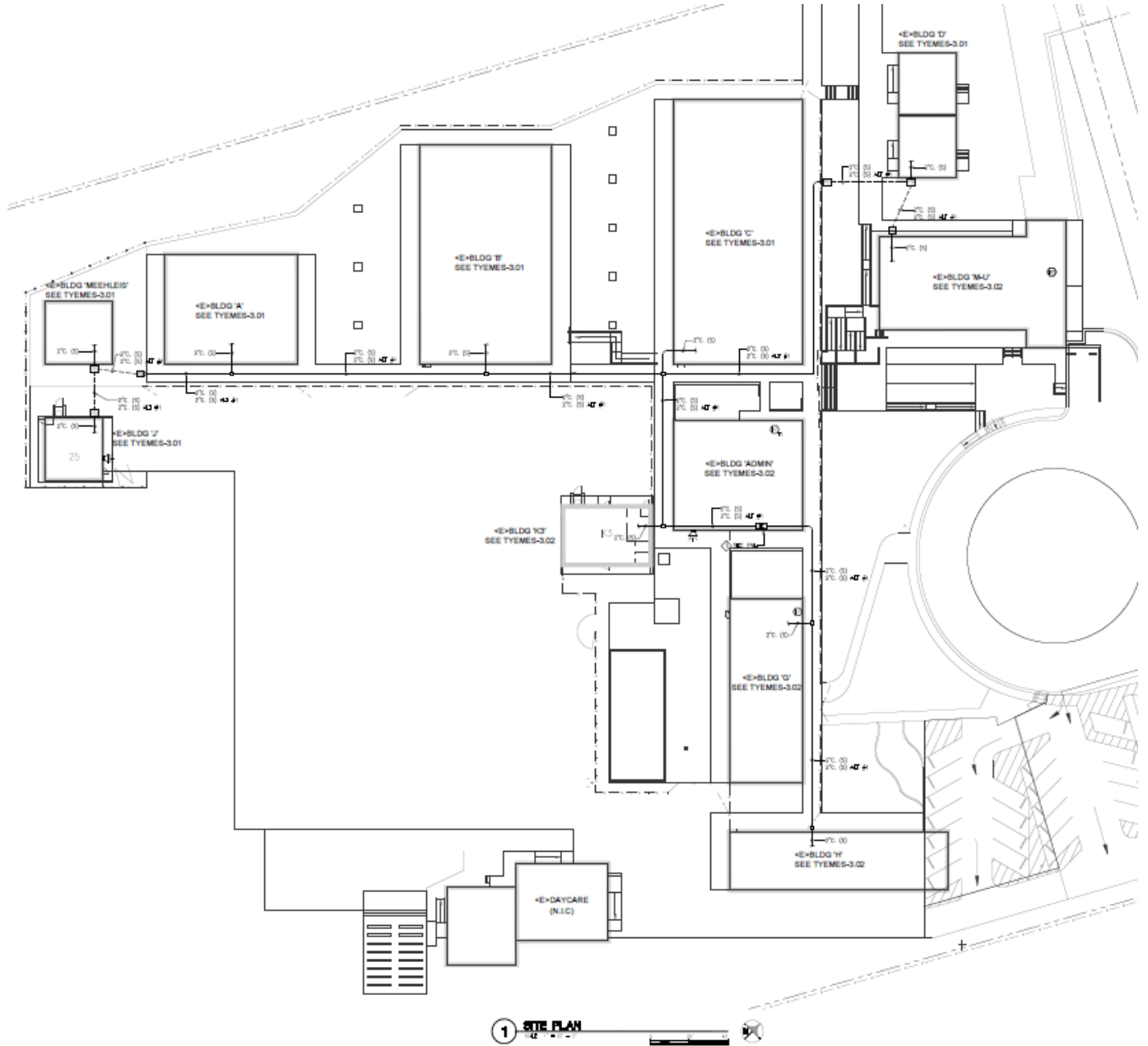


EXHIBIT "A-15"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Glenbrook Middle School
2351 Olivera Road, Concord CA, 94520

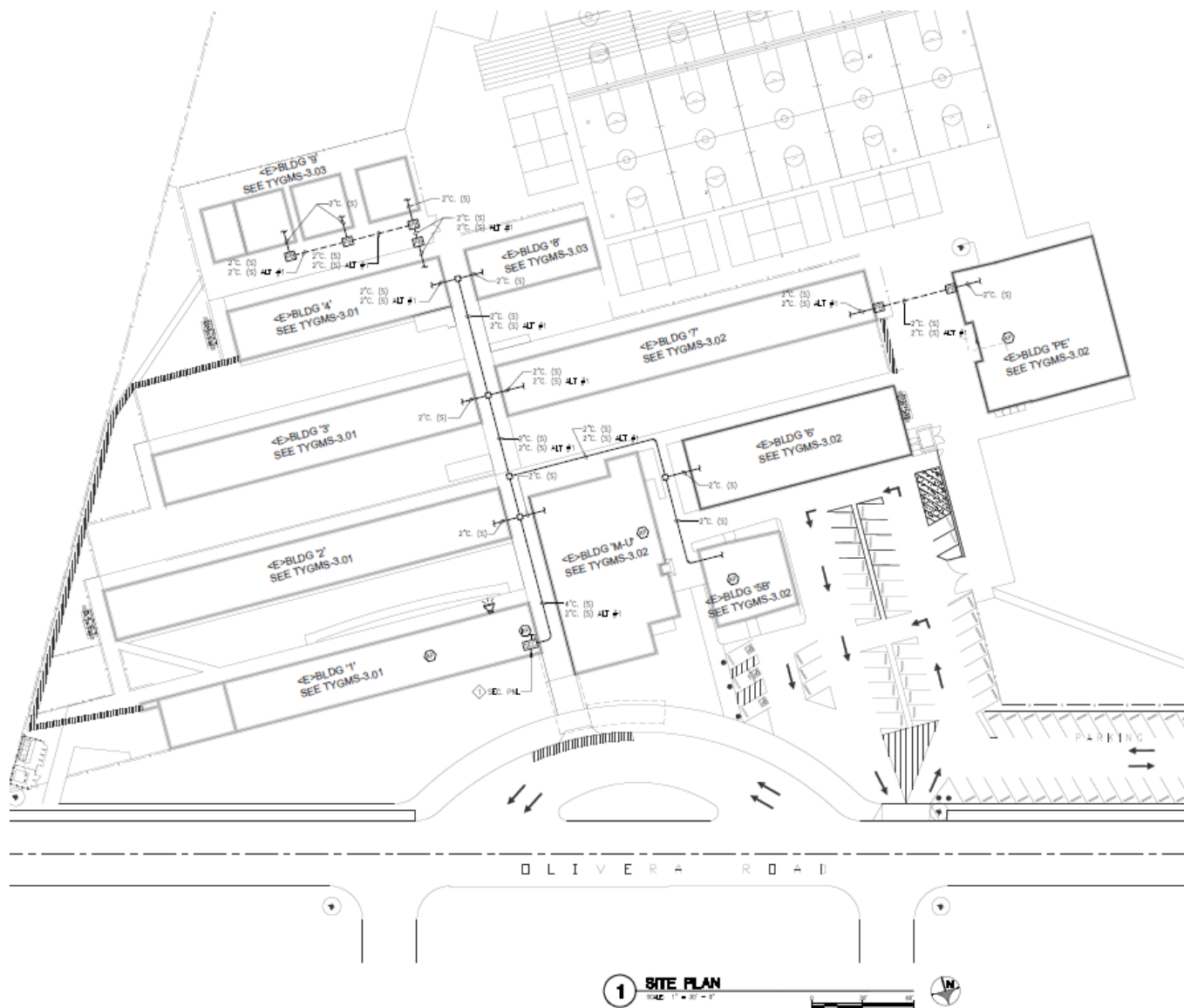


EXHIBIT "A-16"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Highland Elementary School
1326 Pennsylvania Blvd. Concord, CA 94521

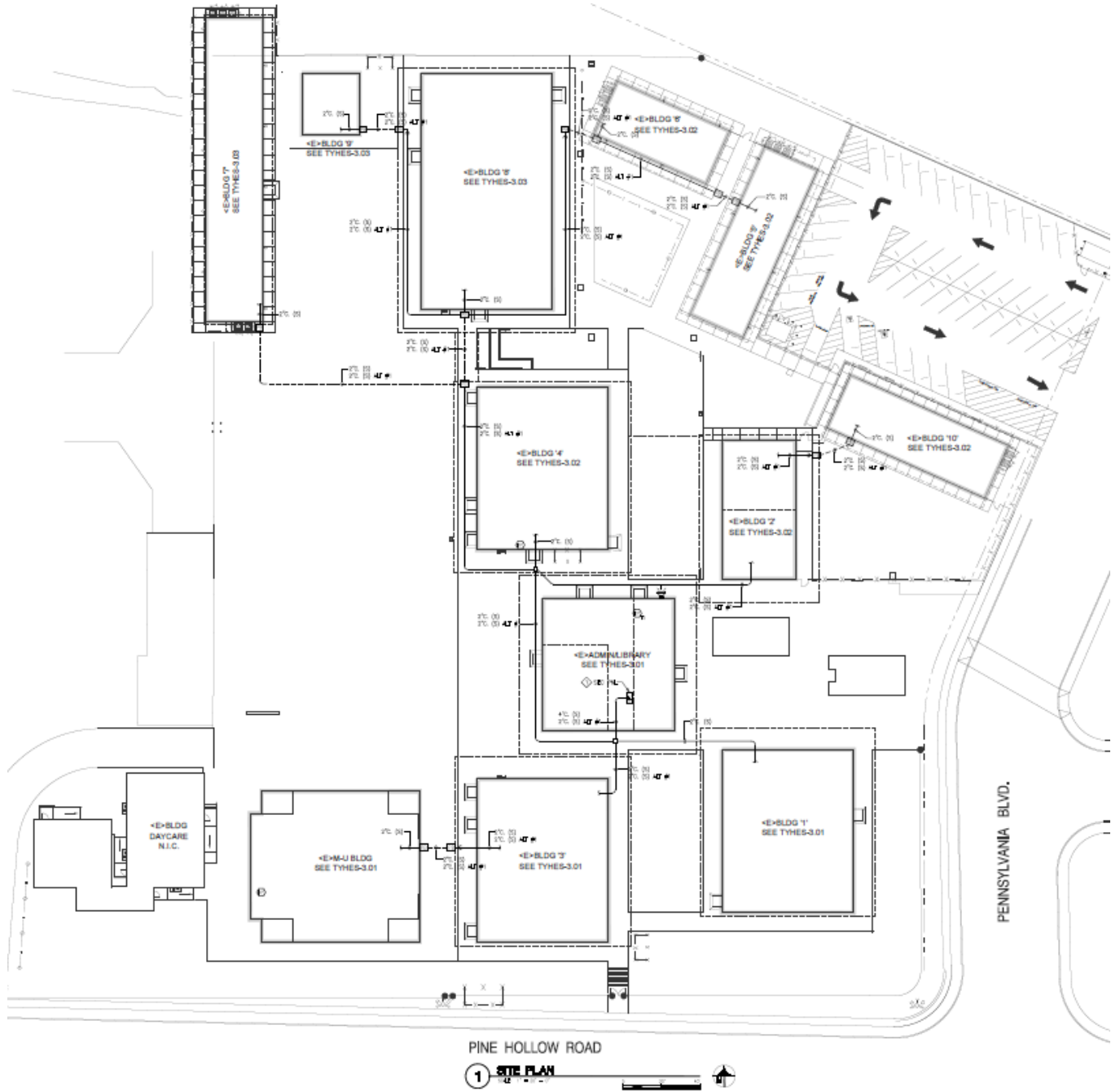


EXHIBIT "A-17"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Meadow Homes Elementary School
1371 Detroit Avenue, Concord CA 94518

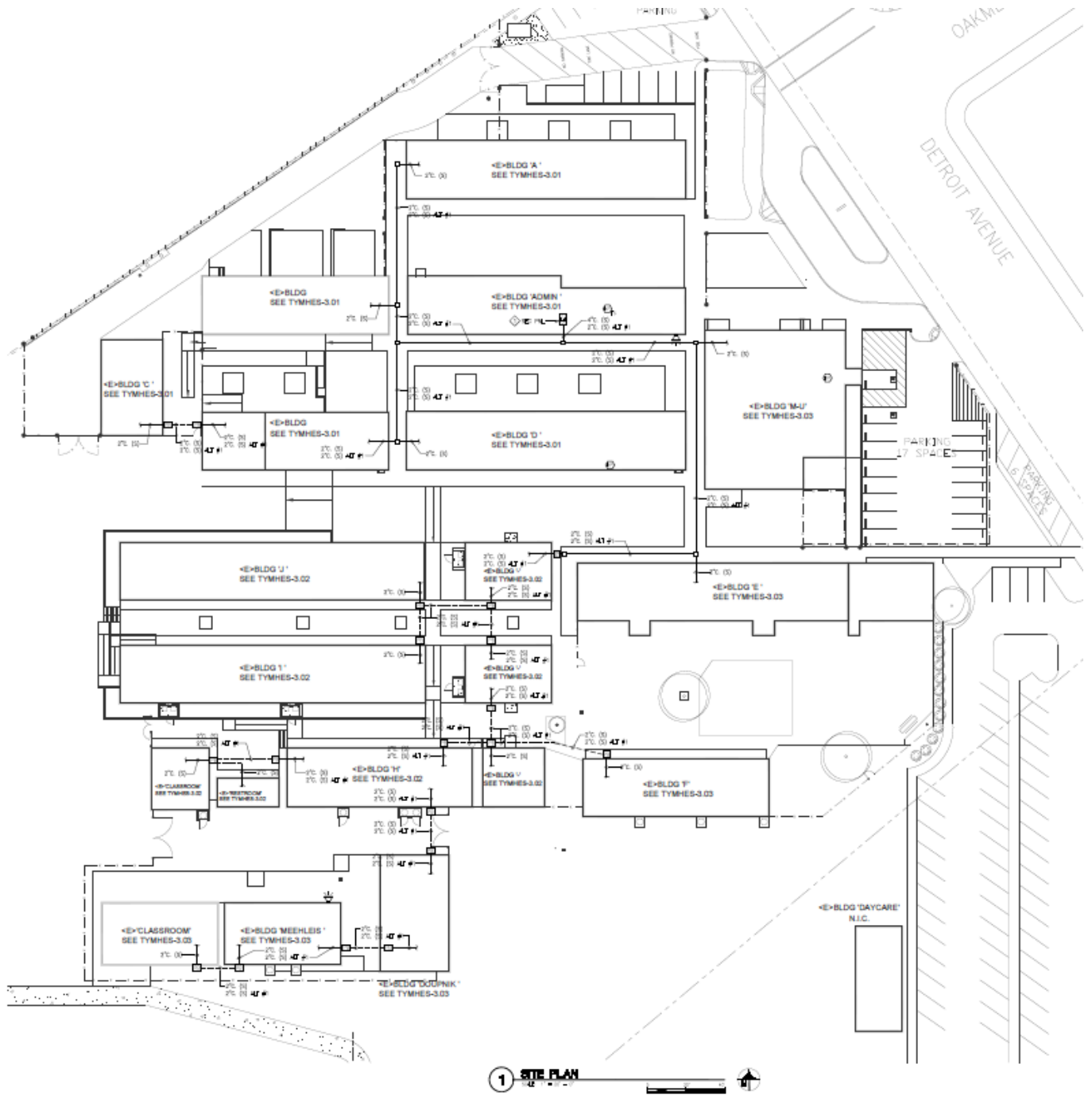


EXHIBIT "A-18"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Mountain View Elementary School
1705 Thornwood Drive, Concord, CA 94521

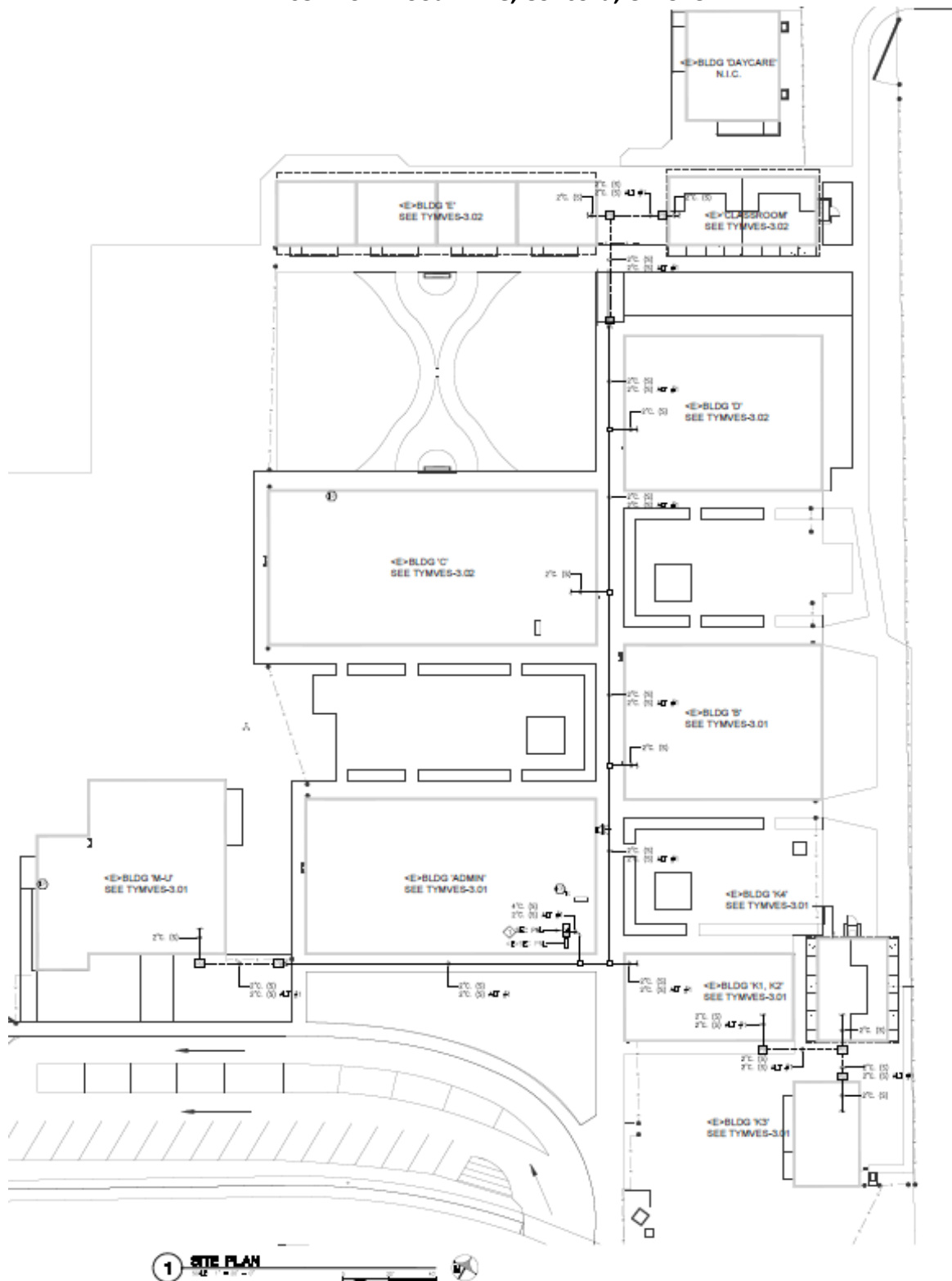


EXHIBIT "A-19"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Pine Hollow Middle School
5522 Pine Hollow Road, Concord, CA 94521

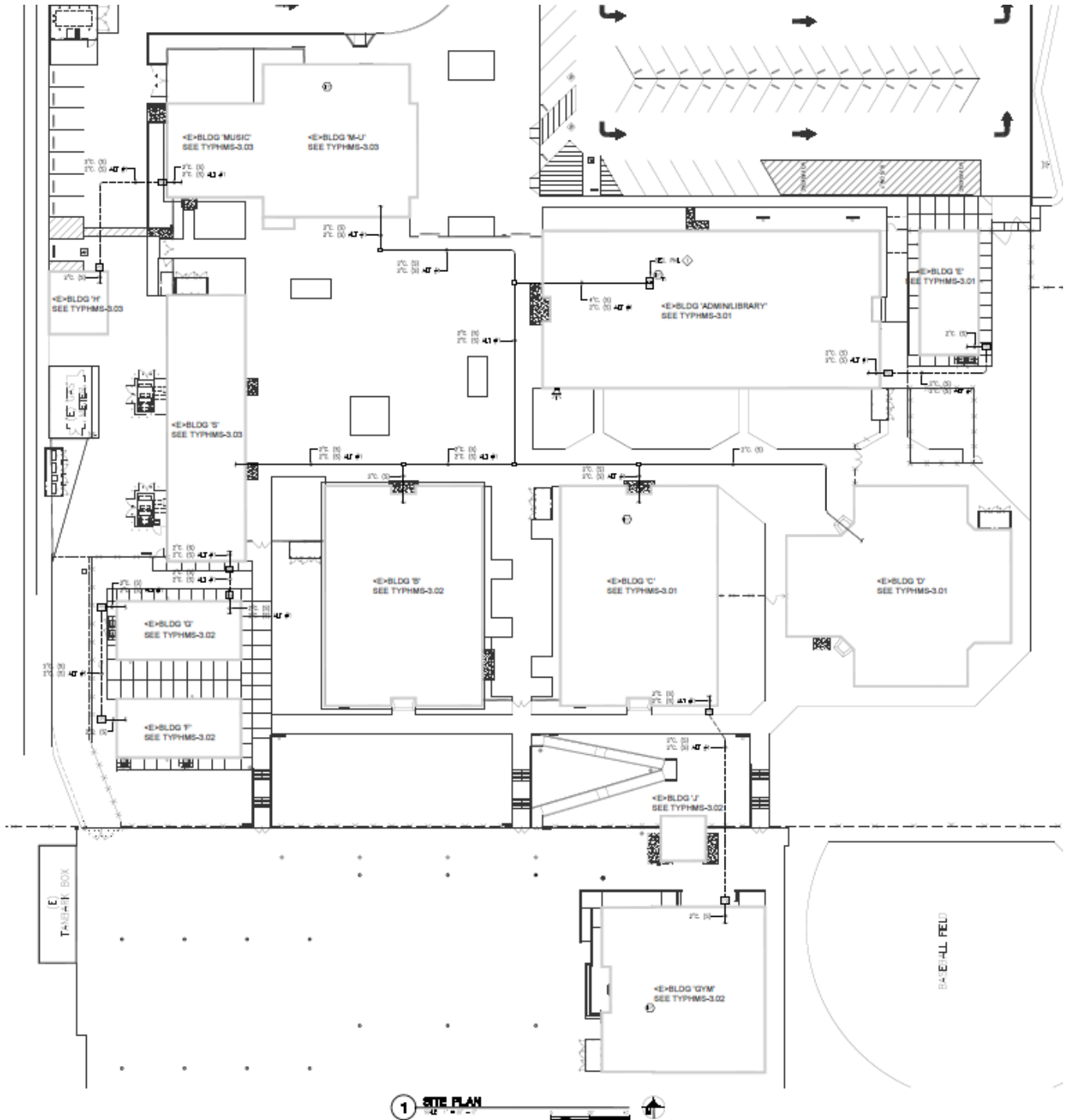


EXHIBIT "A-20"
DESCRIPTION OF SCHOOL SITE
 Attached is the Legal Description for:

Rio Vista Elementary School
611 Pacifica Ave, Bay Point, CA 94565

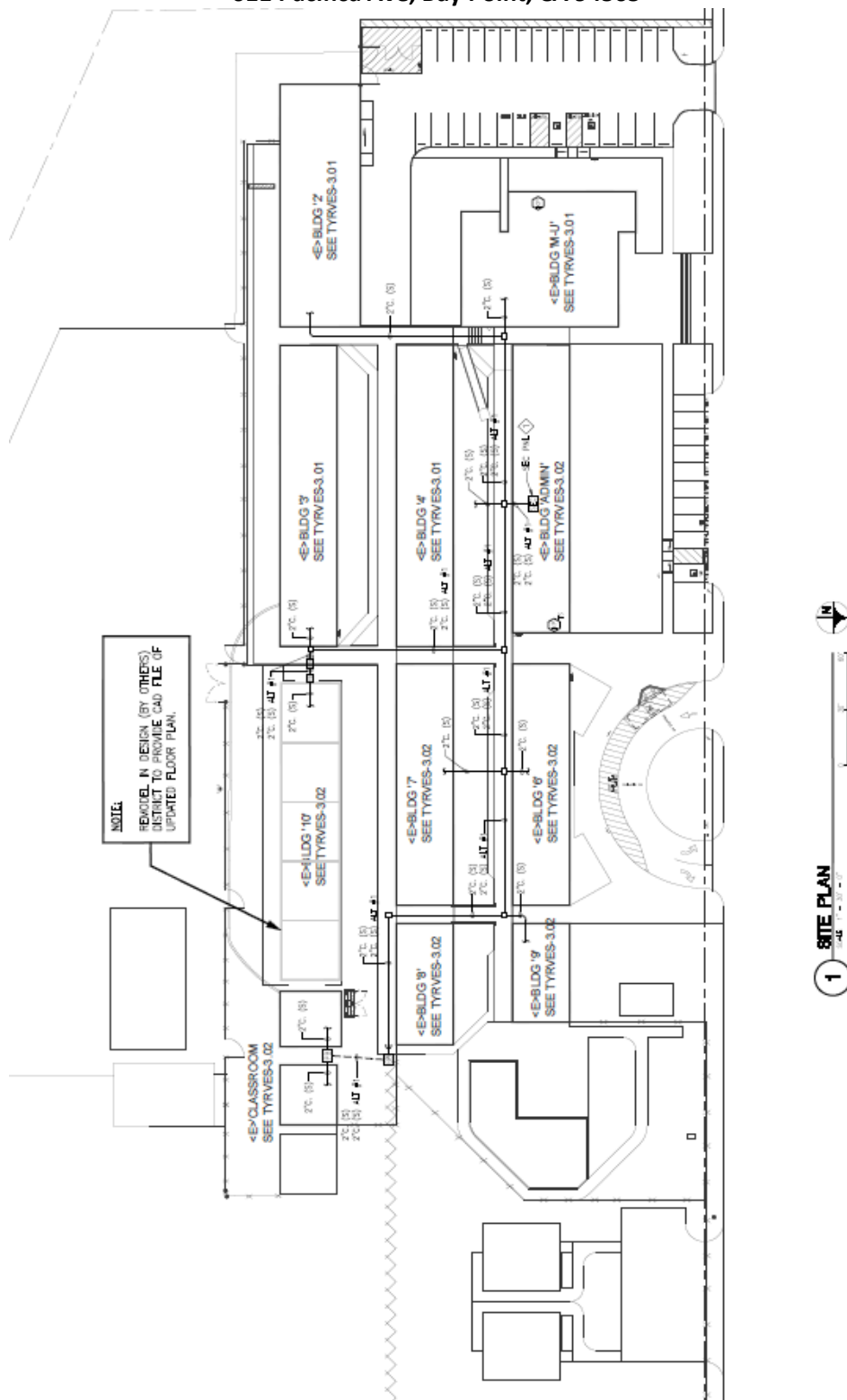
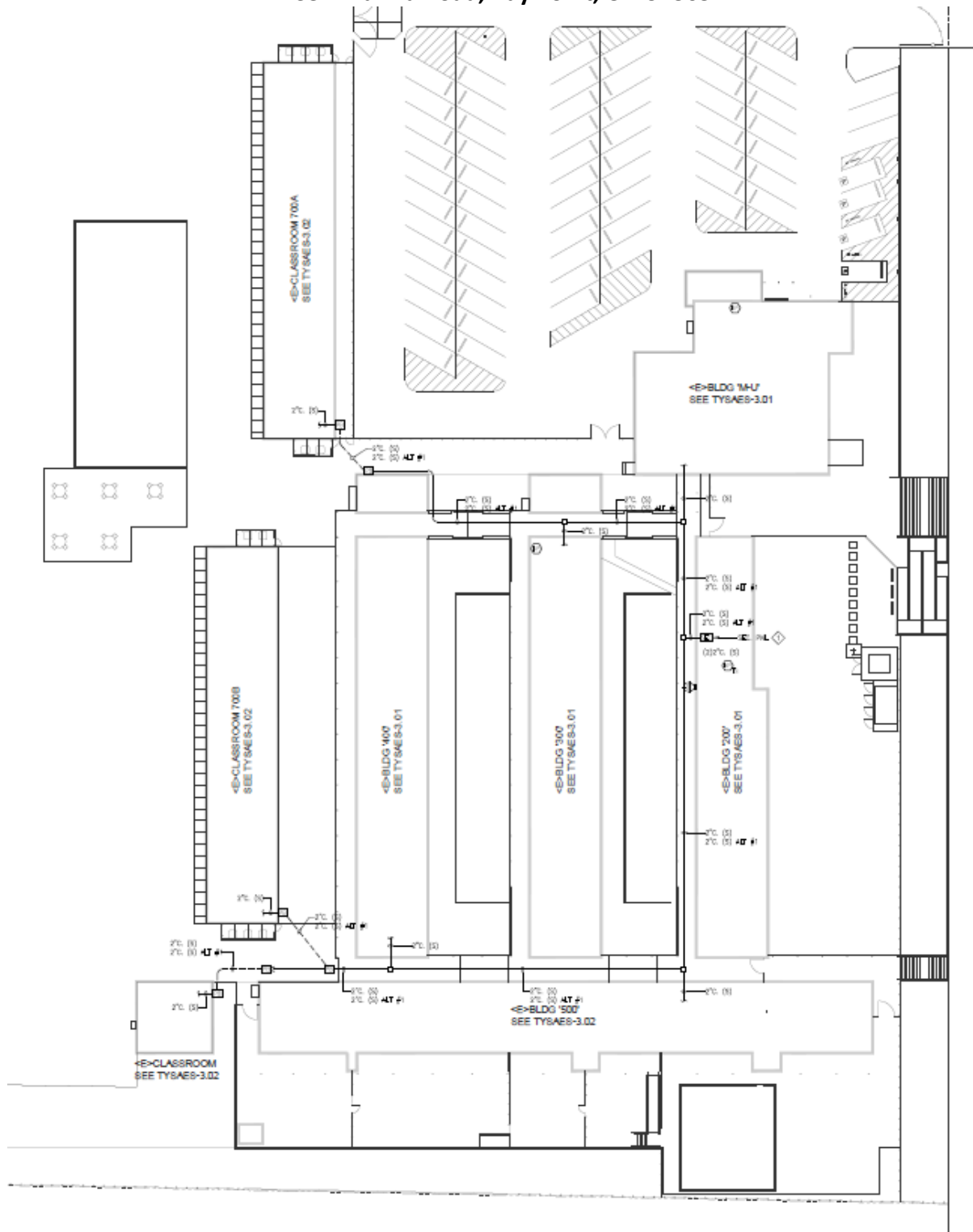


EXHIBIT "A-21"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Shore Acres Elementary School
351 Marina Road, Bay Point, CA 94565



1 SITE PLAN
SCALE: 1" = 10'-0"

EXHIBIT "A-23"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Sun Terrace Elementary School
2448 Floyd Lane, Concord, CA 94520

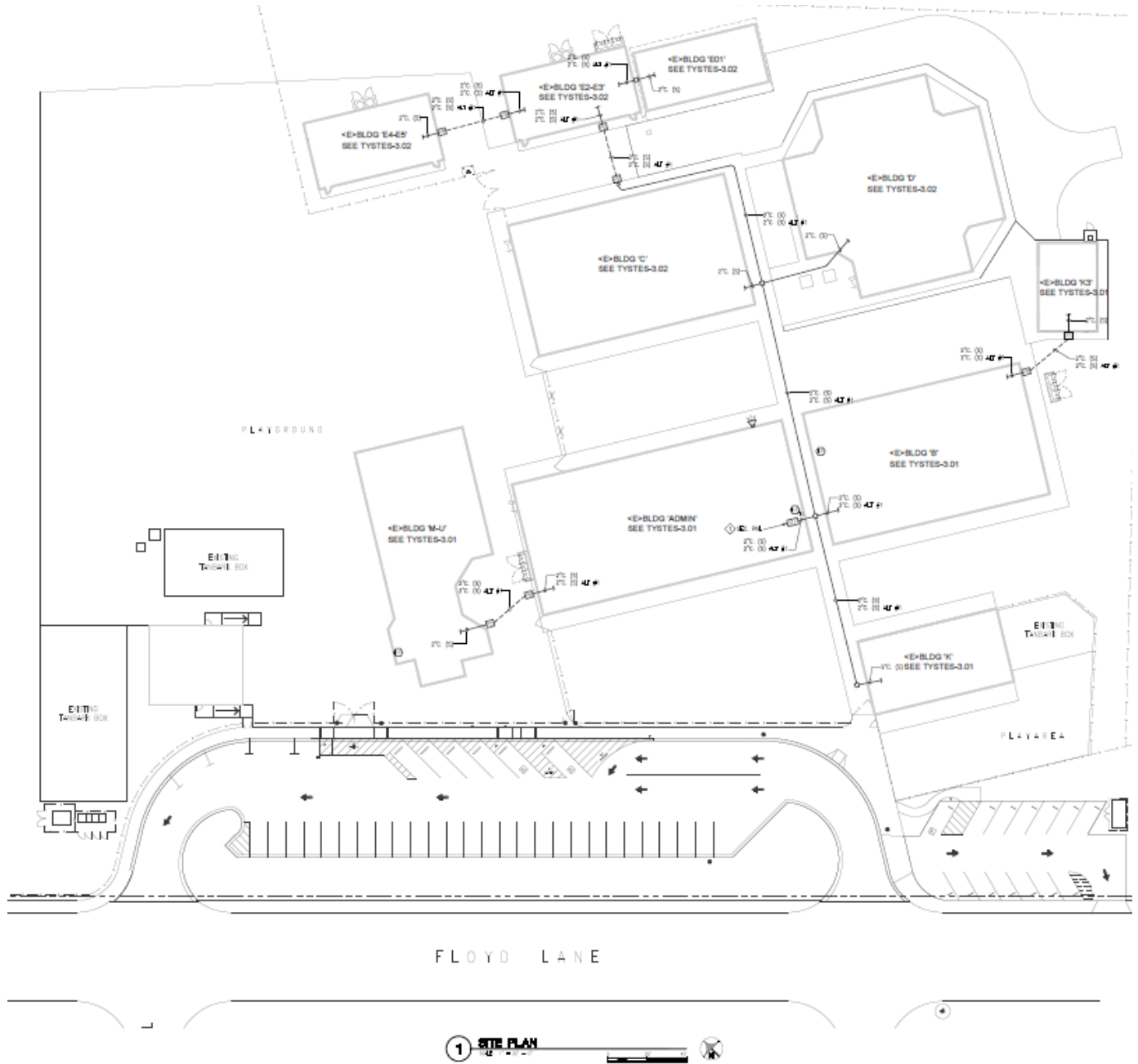


EXHIBIT "A-24"
DESCRIPTION OF SCHOOL SITE
 Attached is the Legal Description for:
Wren Ave Elementary School
3339 Wren Avenue, Concord, CA 94519

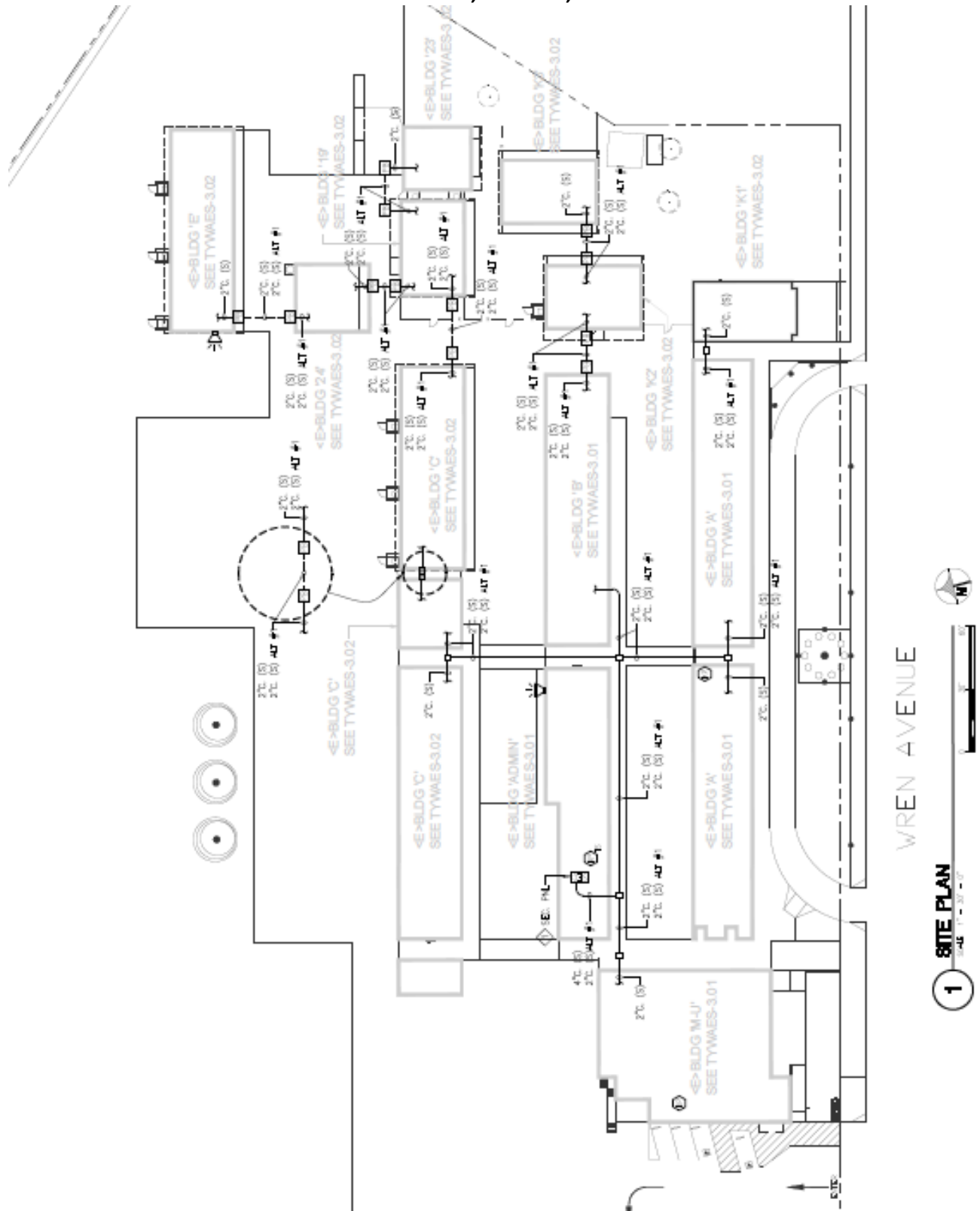


EXHIBIT "A-25"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Bancroft Elementary School
2200 Parish Drive, Walnut Creek, CA 94596

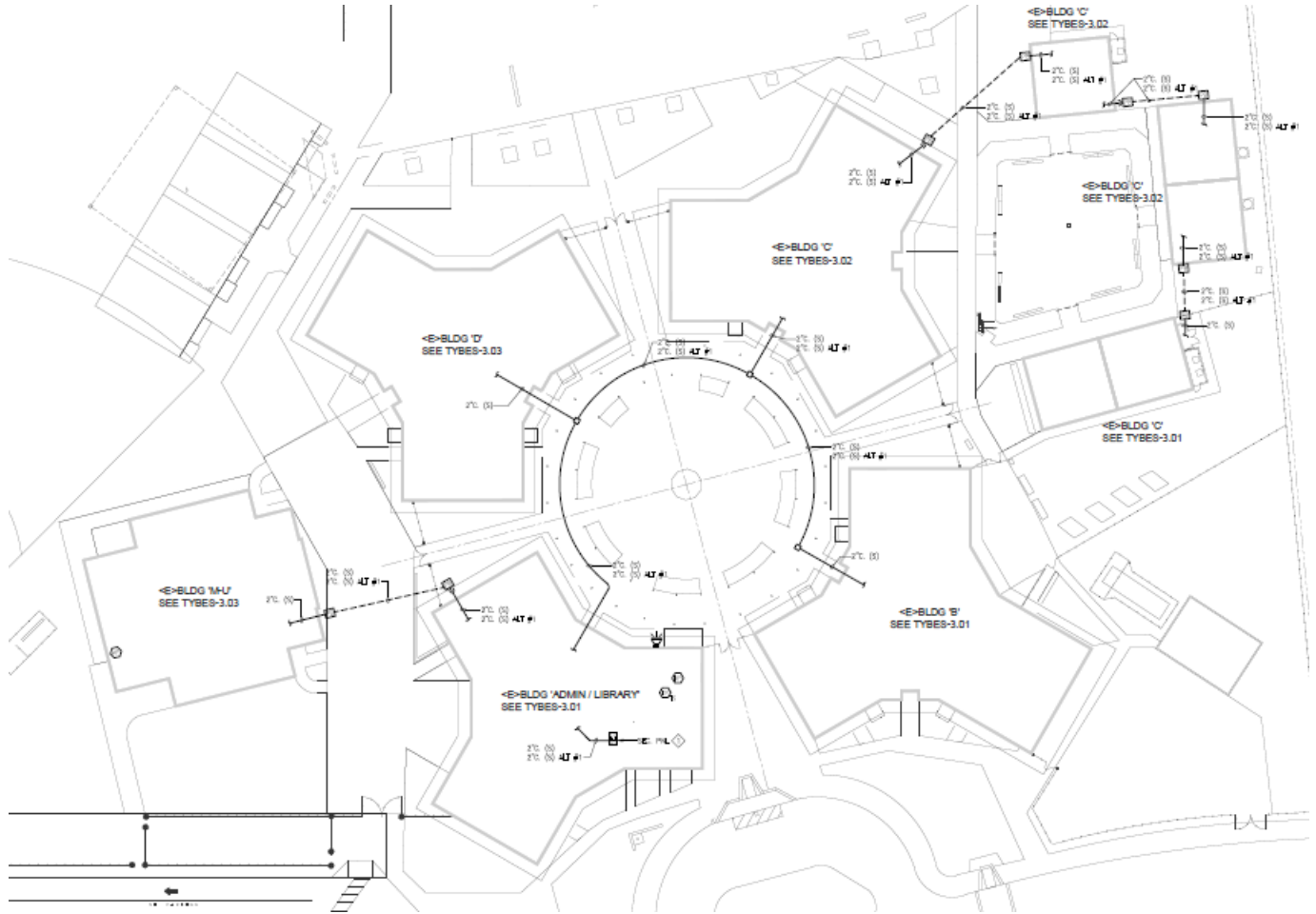


EXHIBIT "A-26"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Monte Gardens Elementary School
3841 Larkspur Drive, Concord, CA 94519



EXHIBIT "A-27"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Pleasant Hill Elementary School
2097 Oak Park Blvd. Pleasant Hill, CA 94523

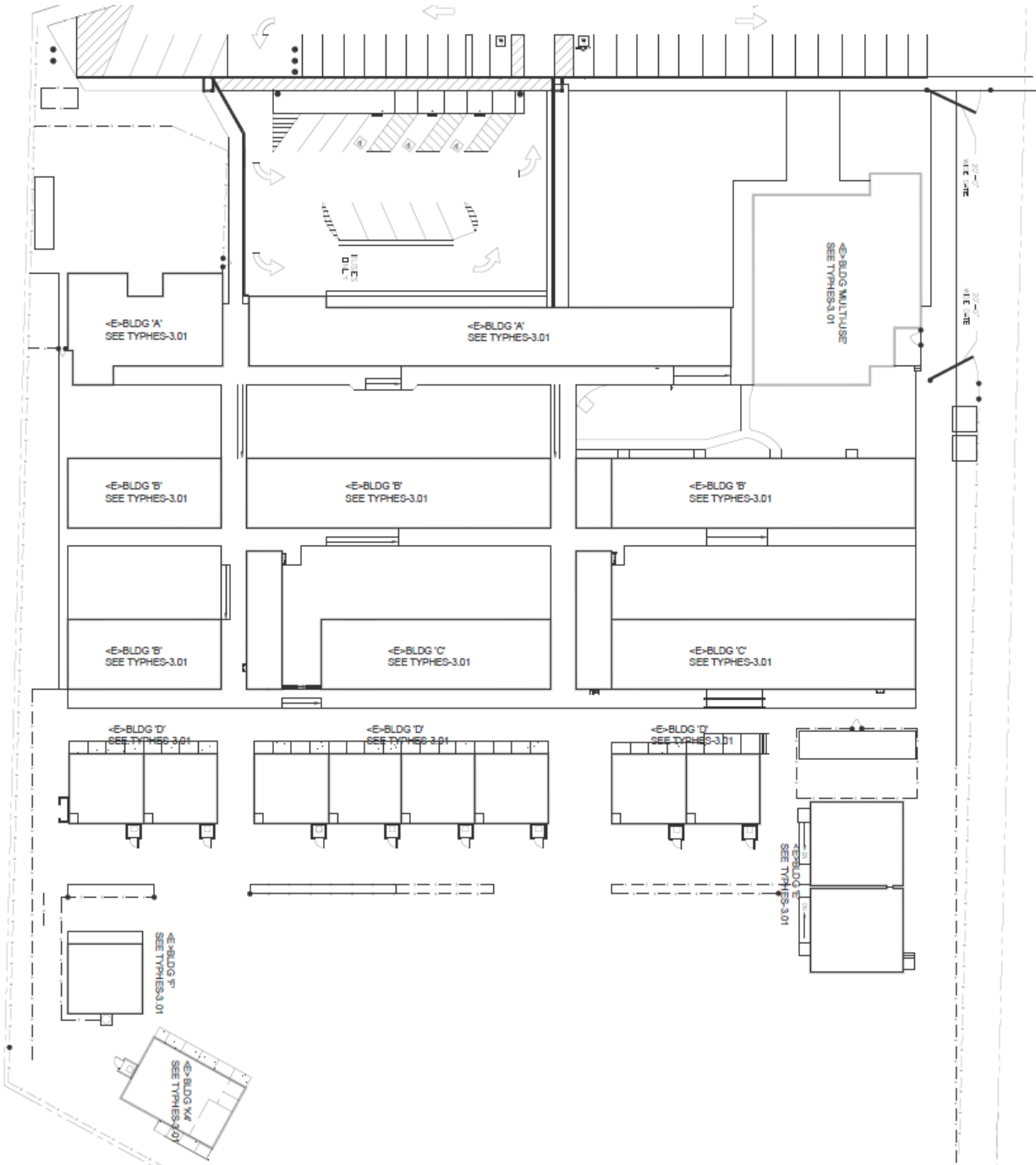


EXHIBIT "A-28"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Olympic High School
2730 Salvio Street, Concord CA 94519

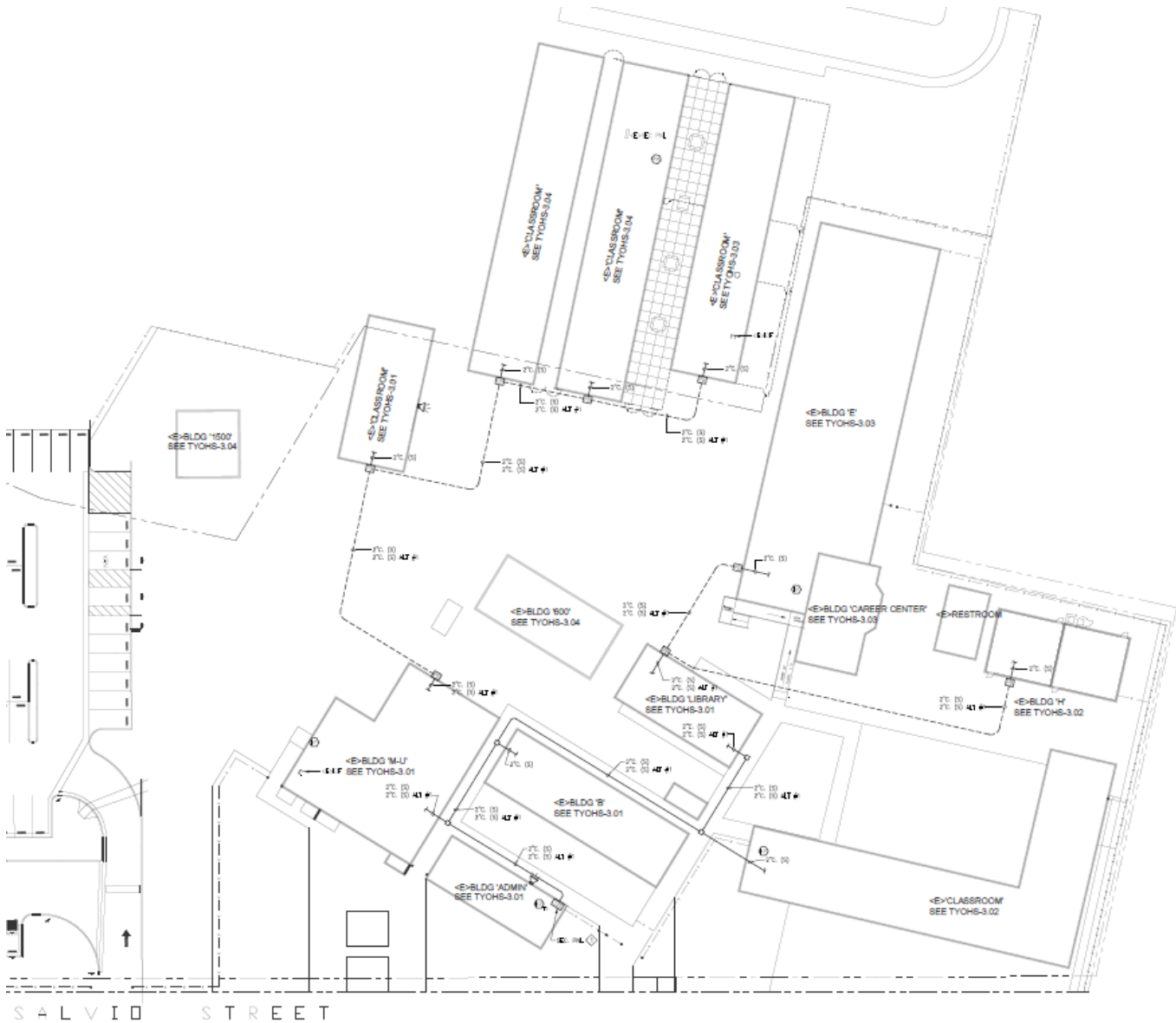


EXHIBIT "A-29"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Pleasant Hill Middle School / Education Centers
One Santa Barbara Road, Pleasant Hill CA 94523

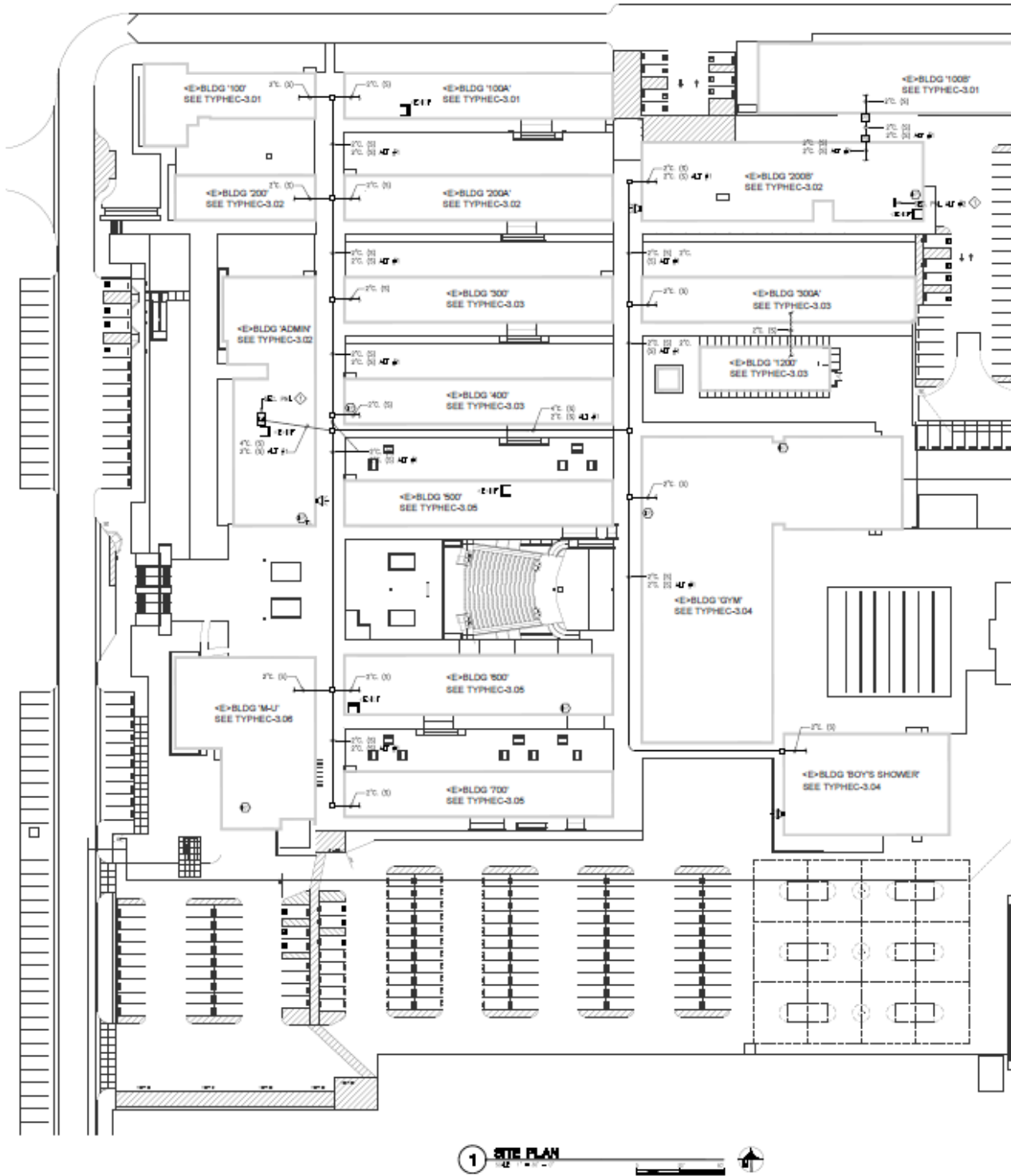


EXHIBIT "A-30"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Sequoia Elementary School
277 Boyd Drive, Pleasant Hill CA 94523

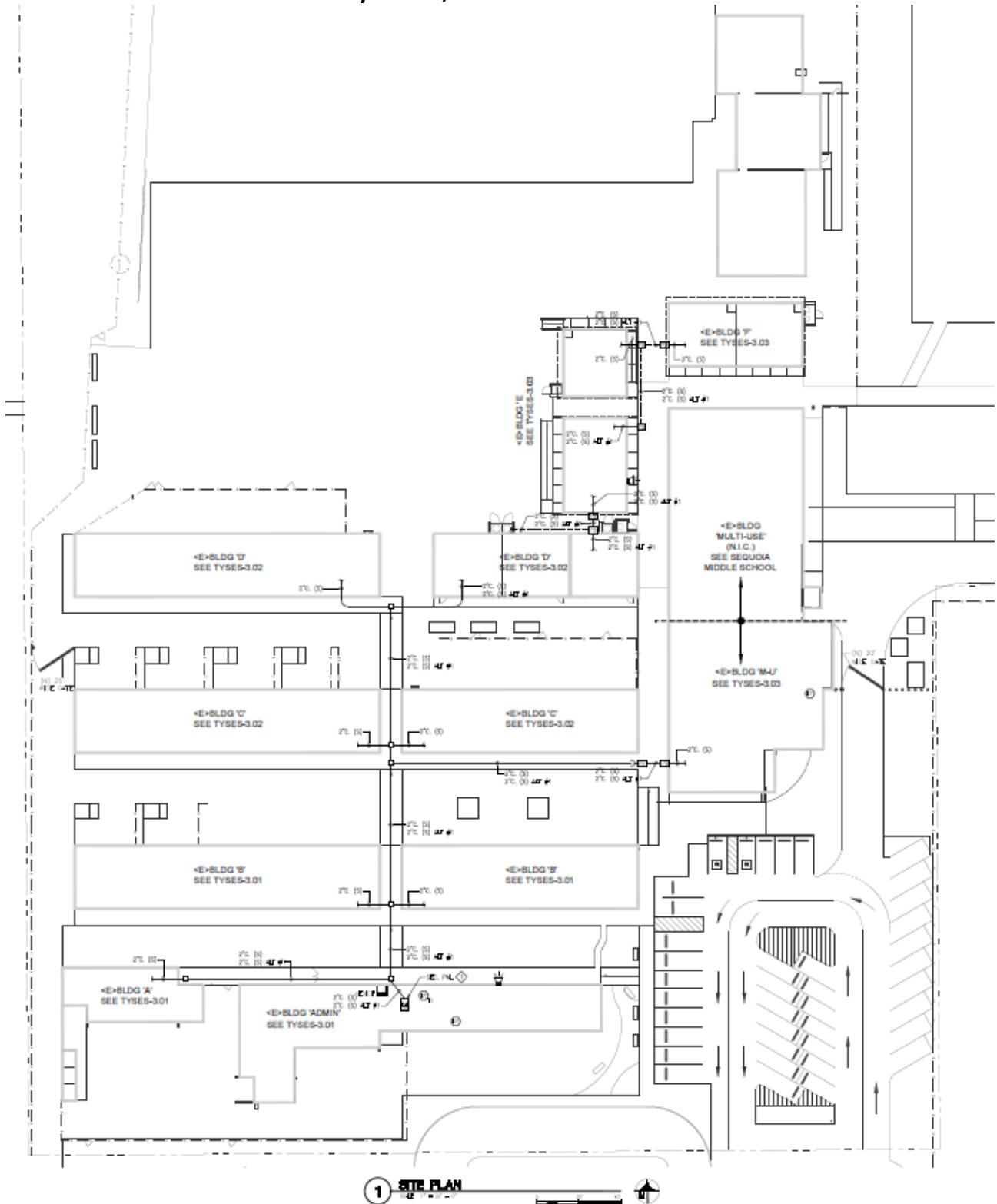


EXHIBIT "A-31"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Strandwood Elementary School
416 Gladys Drive, Pleasant Hill, CA 94523

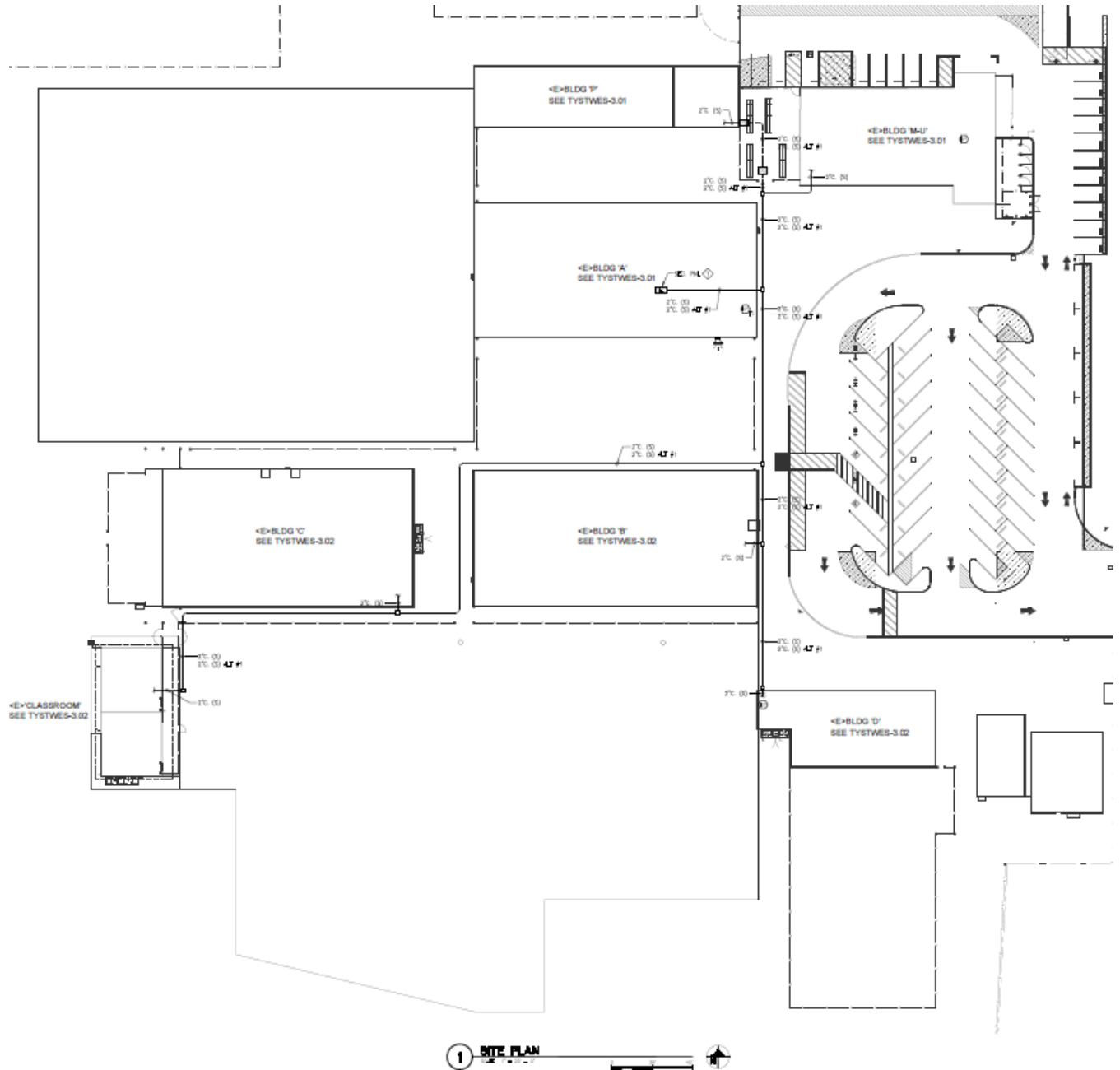
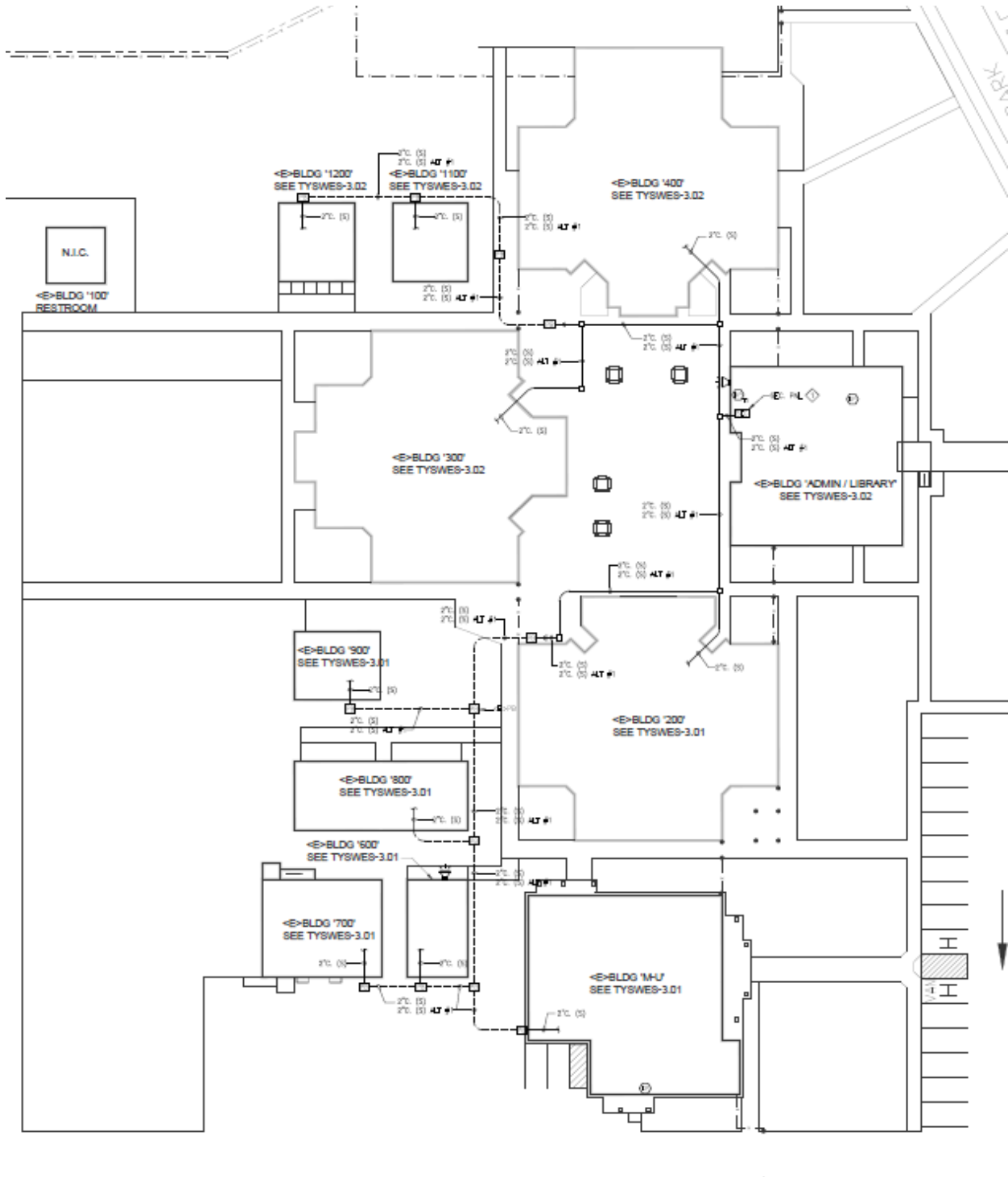


EXHIBIT "A-32"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Silverwood Elementary School
1649 Claycord Ave, Concord CA, 94521



1 SITE PLAN
SCALE: 1" = 30' - 0"

EXHIBIT "A-34"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Valle Verde Elementary School
3275 Peachwillow Lane, Walnut Creek CA, 94598

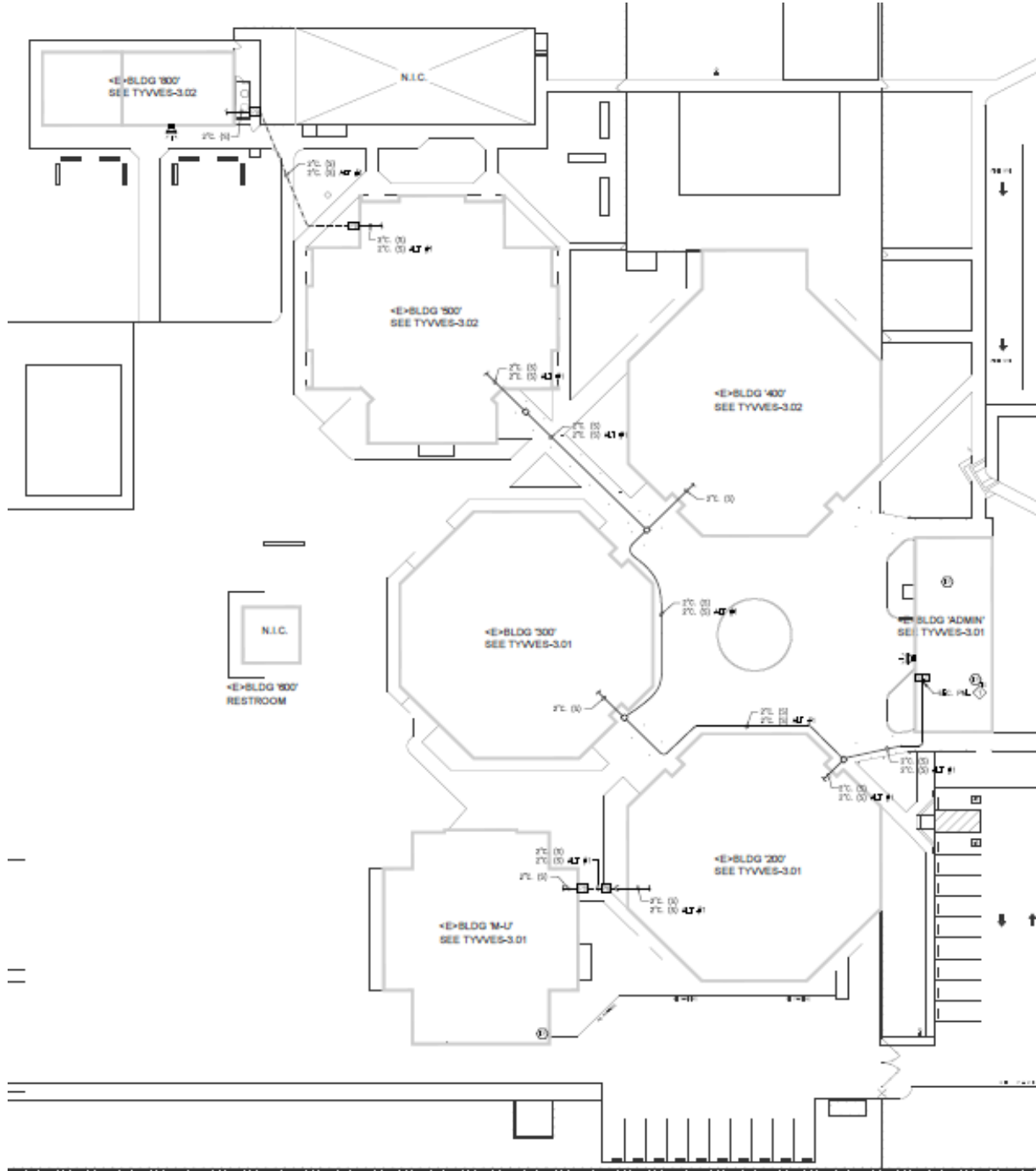


EXHIBIT "A-35"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Woodside Elementary School
761 San Simeon Drive, Concord CA, 94518

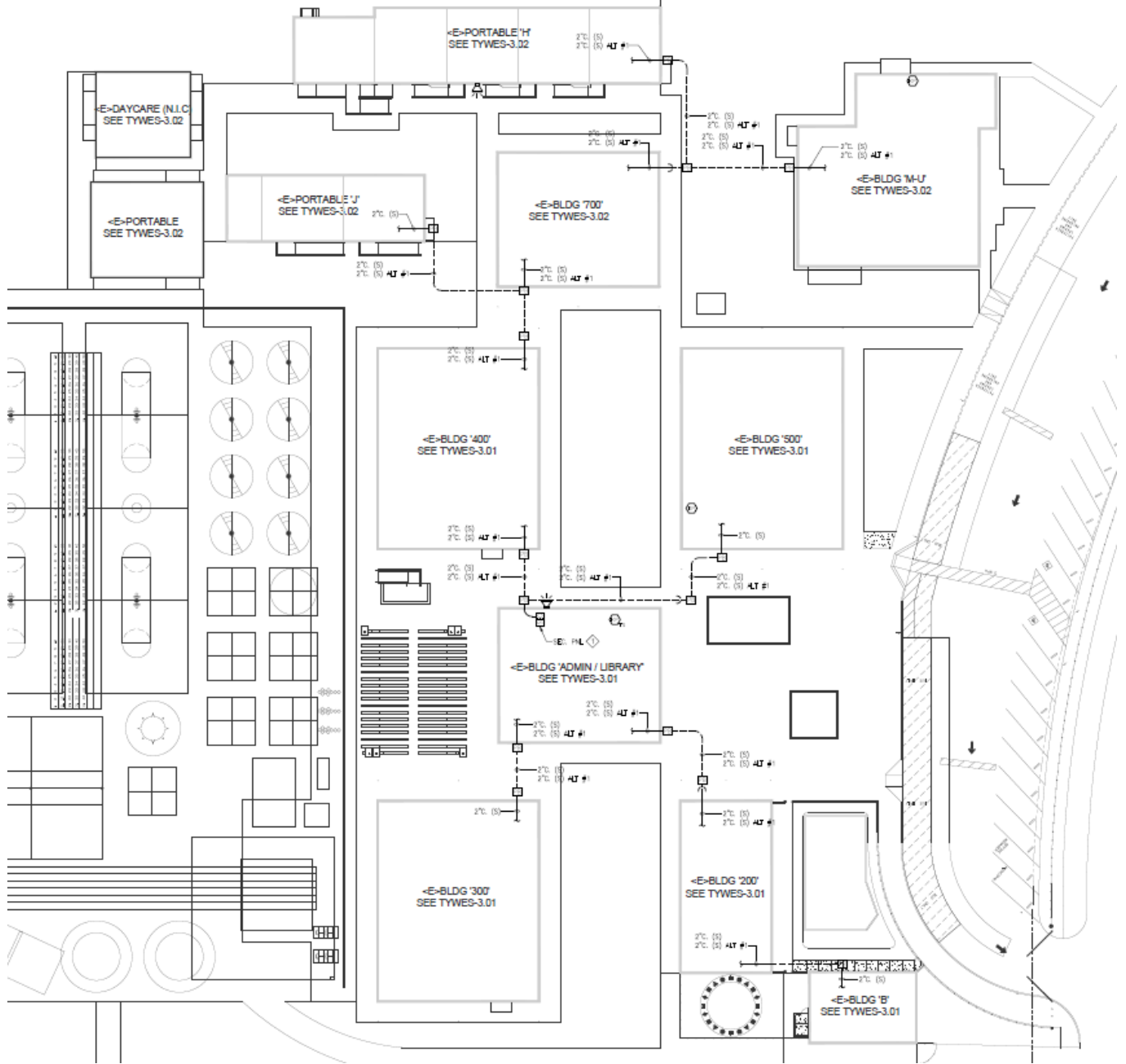


EXHIBIT "A-36"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Walnut Acres Elementary School
180 Cerezo Drive, Walnut Creek, CA 94596

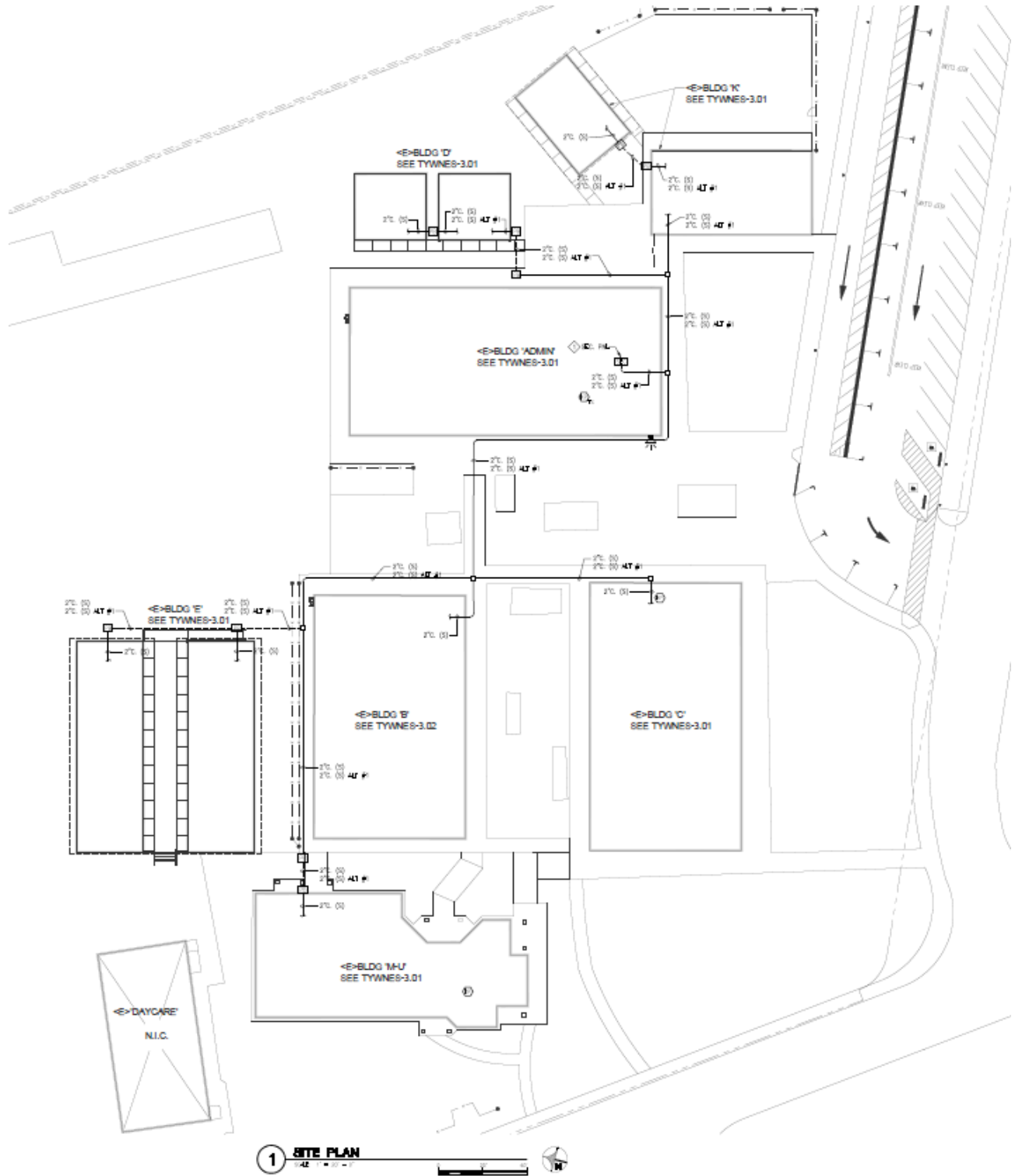


EXHIBIT "A-37"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:
Westwood Elementary School
1748 West Street, Concord, CA 94521

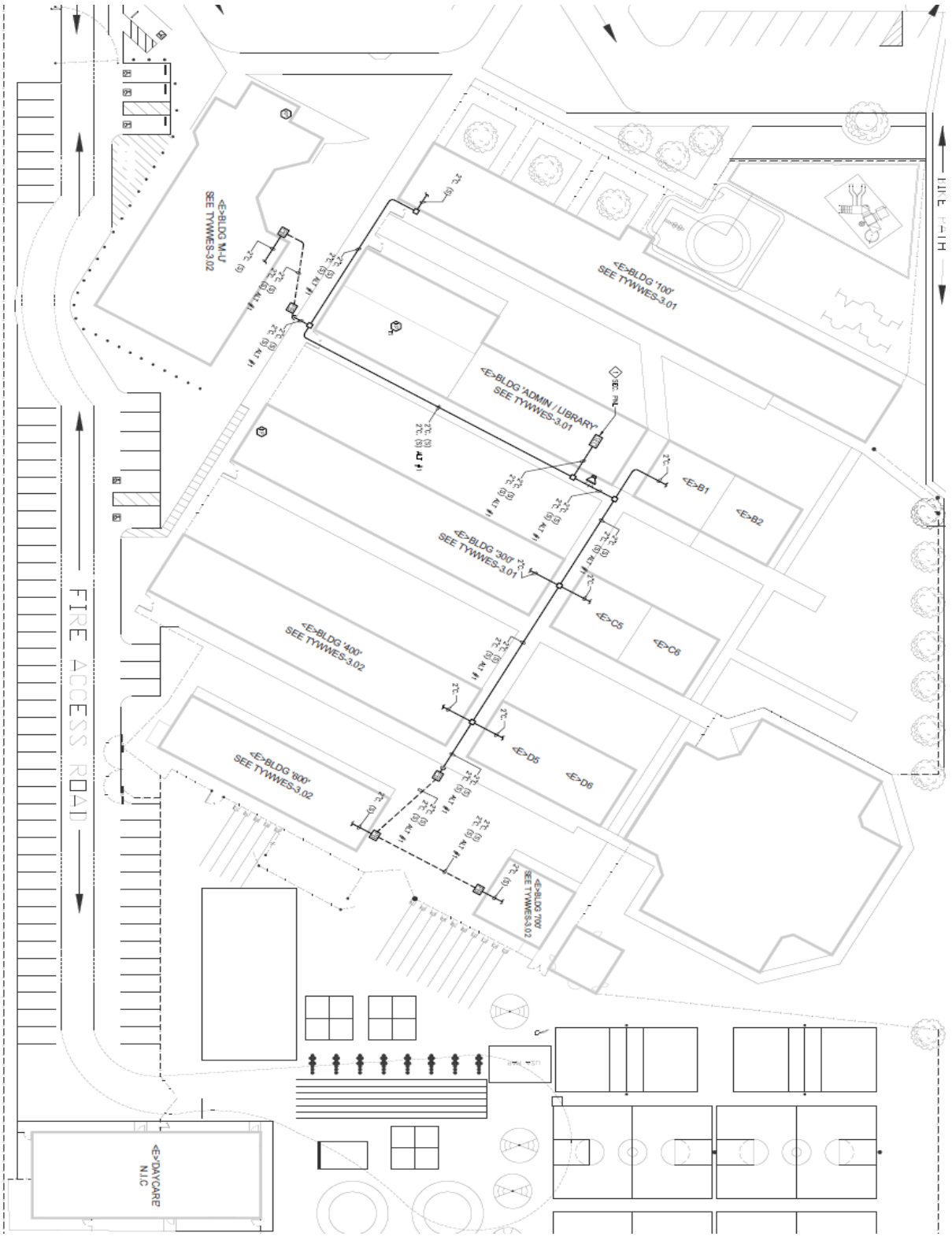


EXHIBIT "A-38"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Delta View Elementary School
2916 Rio Verde, Bay Point, CA 94565

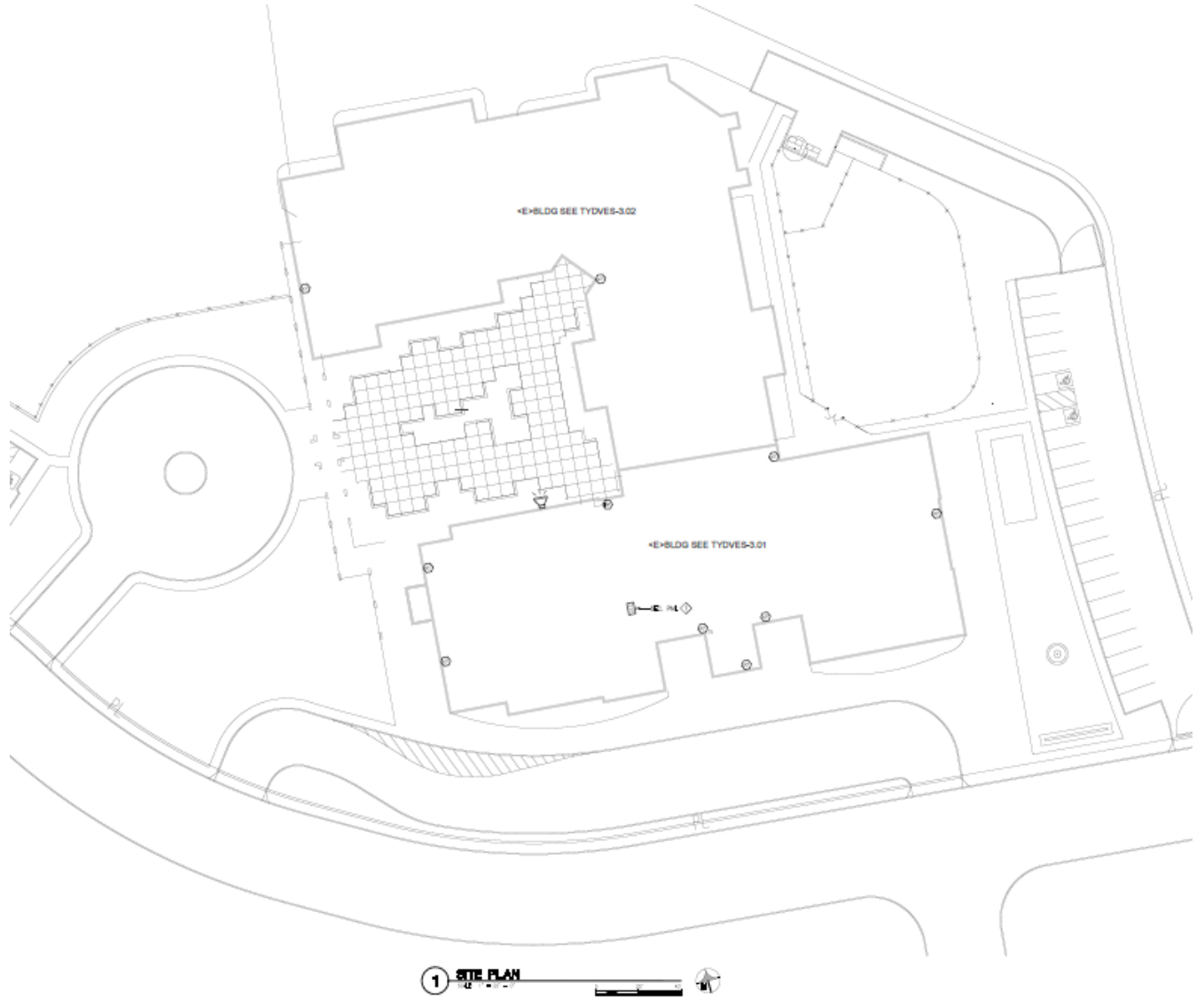


EXHIBIT "A-39"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Diablo View Middle School
300 Diablo View Lane, Clayton CA, 94517

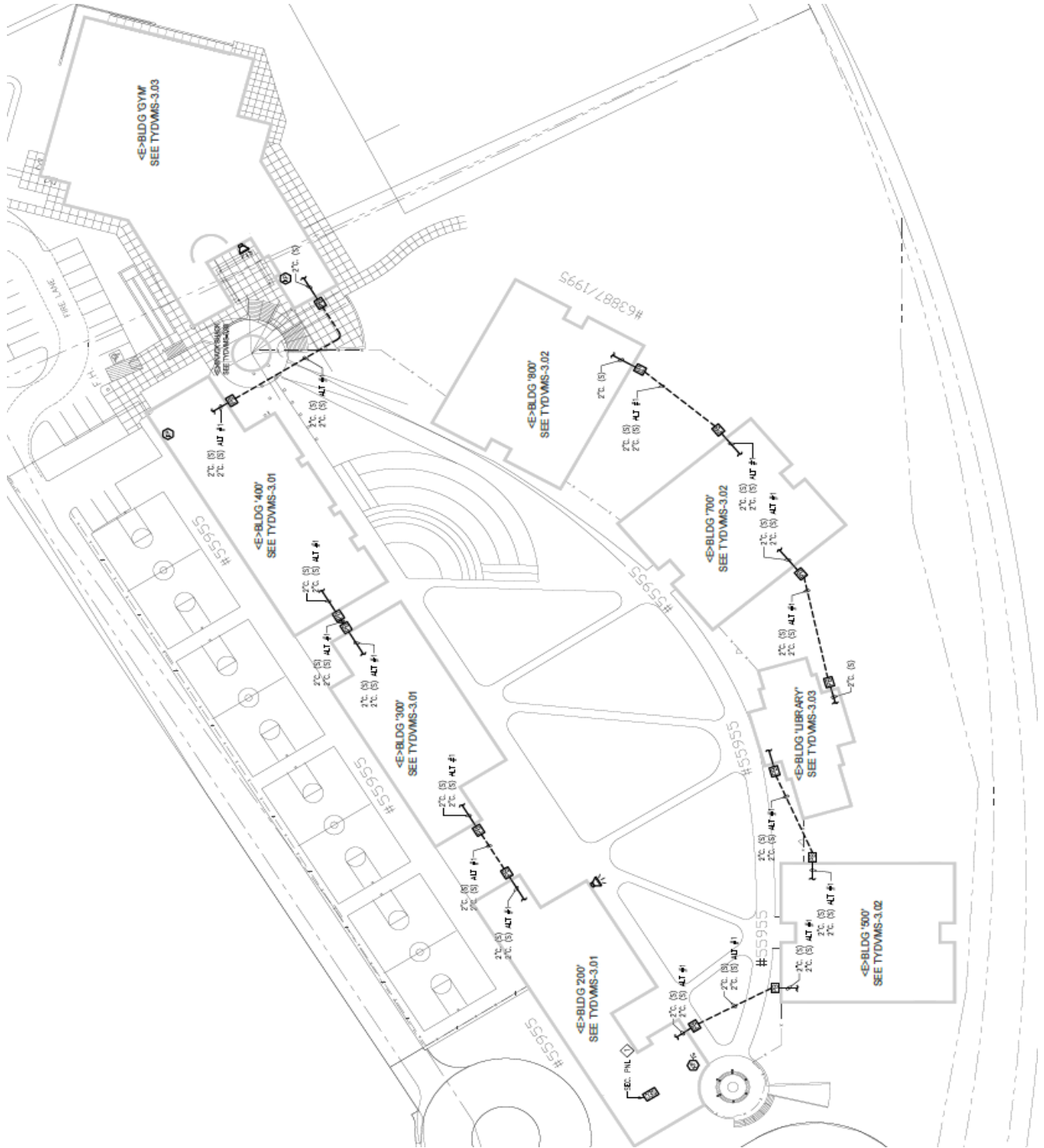


EXHIBIT "A-40"
DESCRIPTION OF SCHOOL SITE
 Attached is the Legal Description for:

Gregory Gardens Elementary School
1 Corritone Court, Pleasant Hill, CA 94523

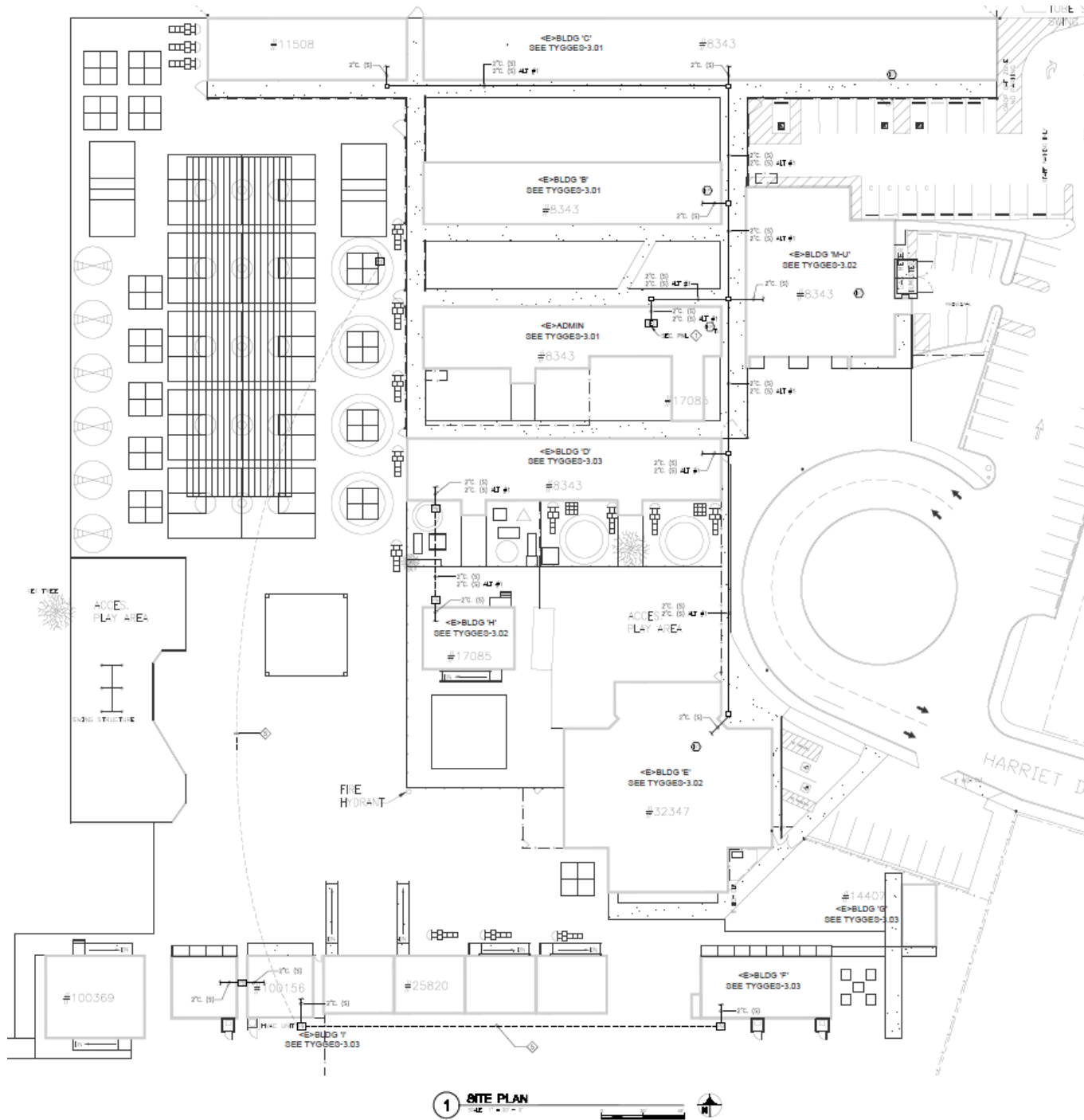


EXHIBIT "A-41"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

James Dent Administration Center
1936 Carlotta Drive, Concord, CA 94519

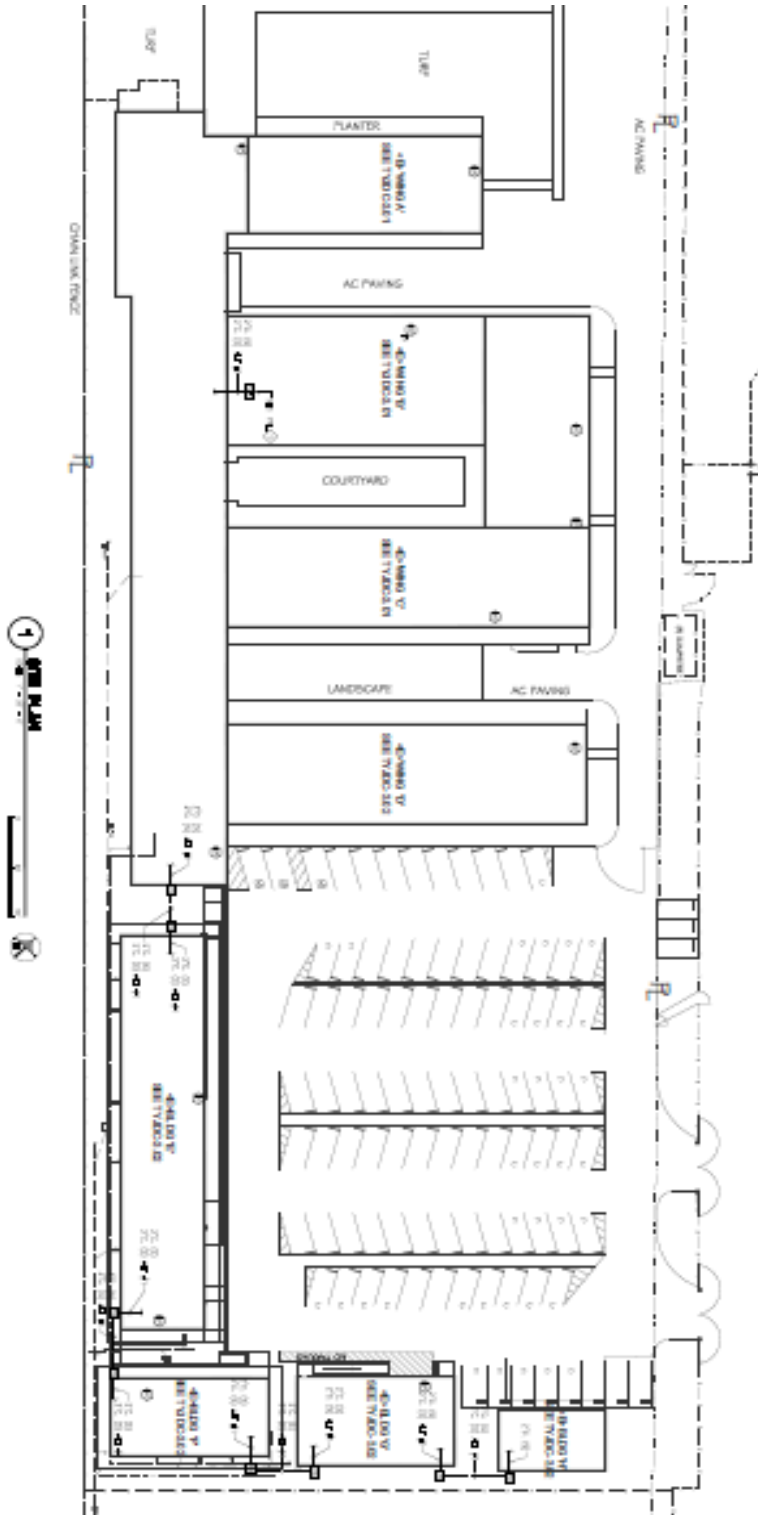


EXHIBIT "A-42"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Loma Vista Adult Center
1266 San Carlos Avenue, Concord, CA 94518

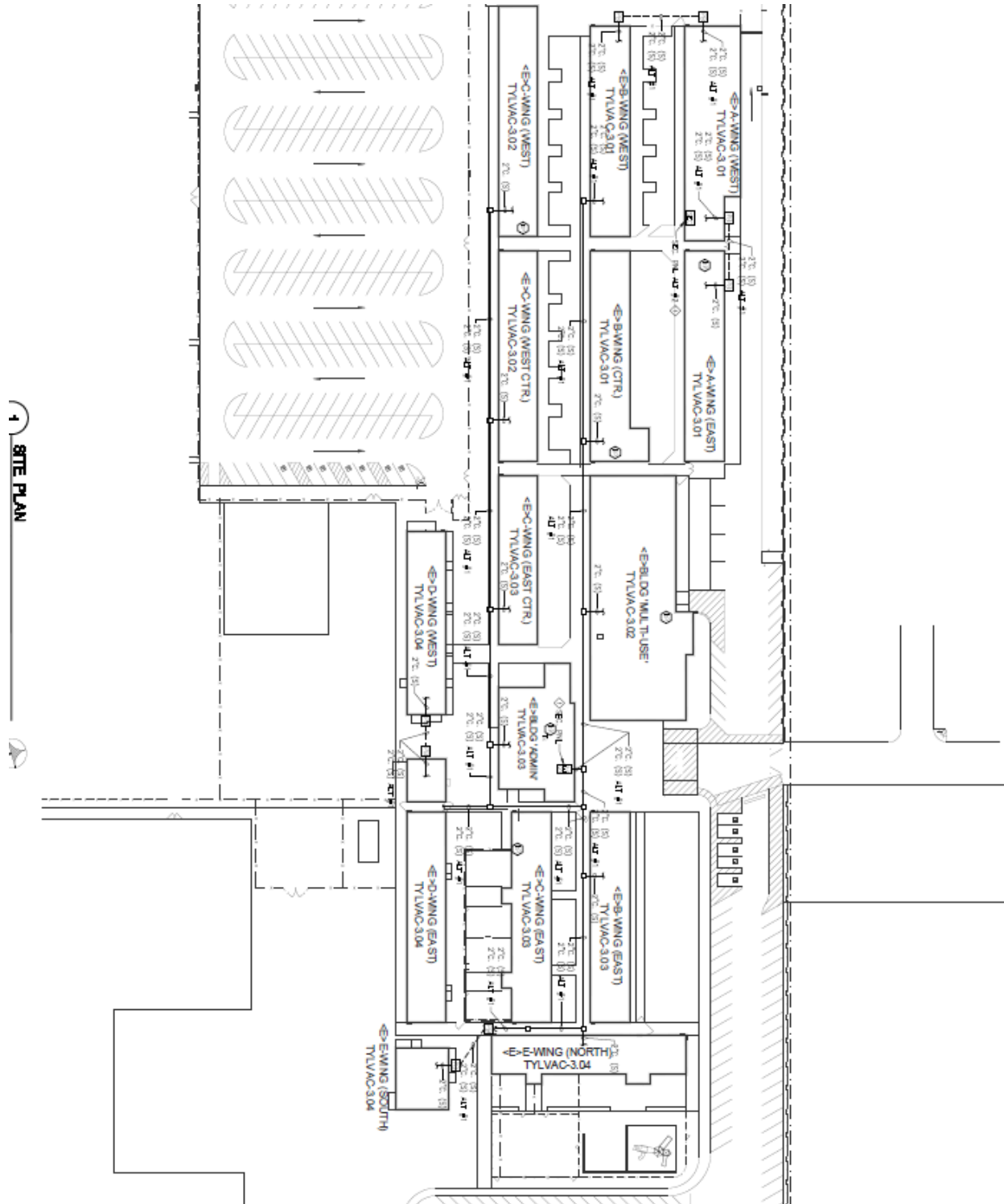


EXHIBIT "A-43"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Shadelands Center
1860 Silverwood Drive, Concord, CA 94519

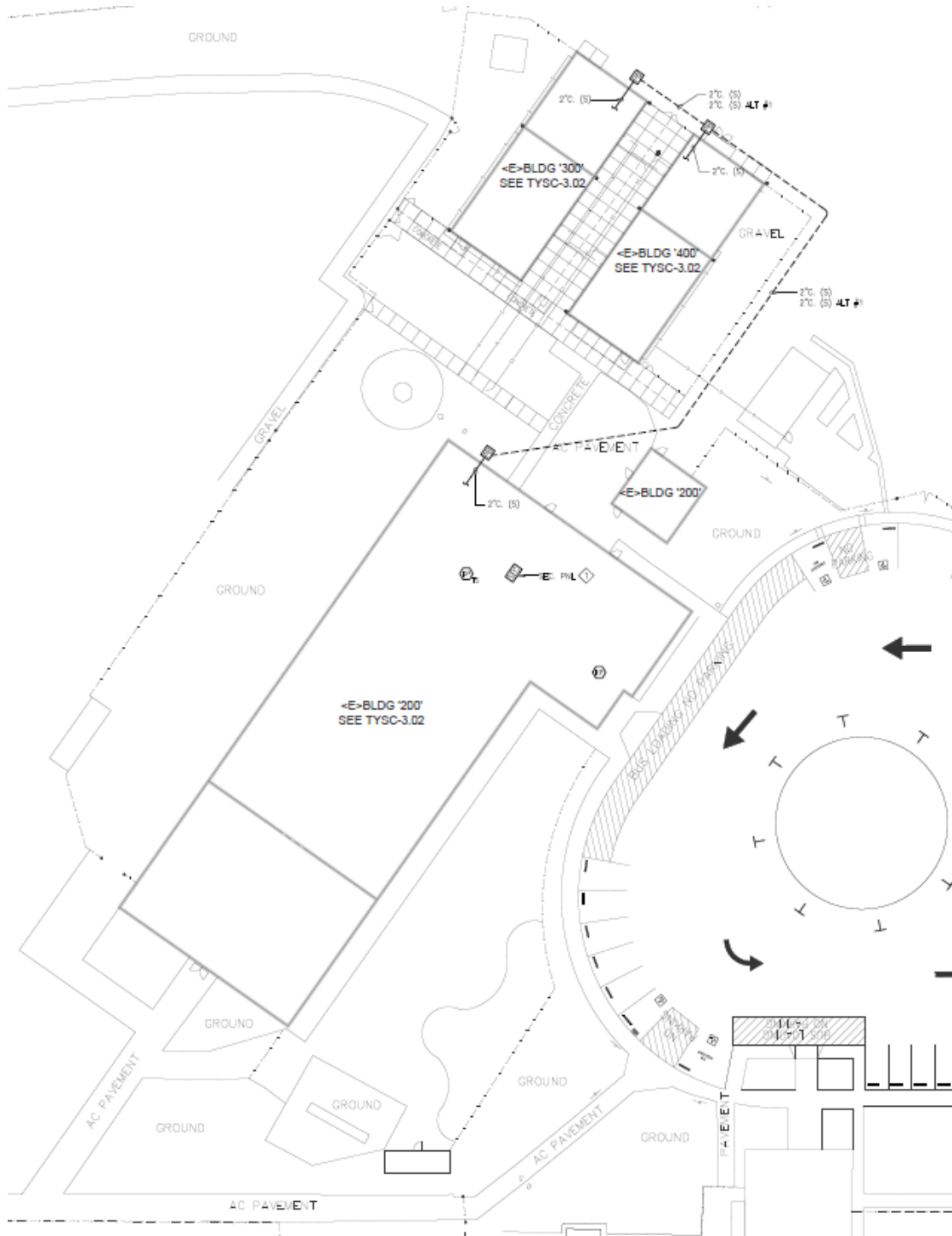


EXHIBIT "A-4"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Sunrise Elementary School
1861 Silverwood Drive, Concord, CA 94519

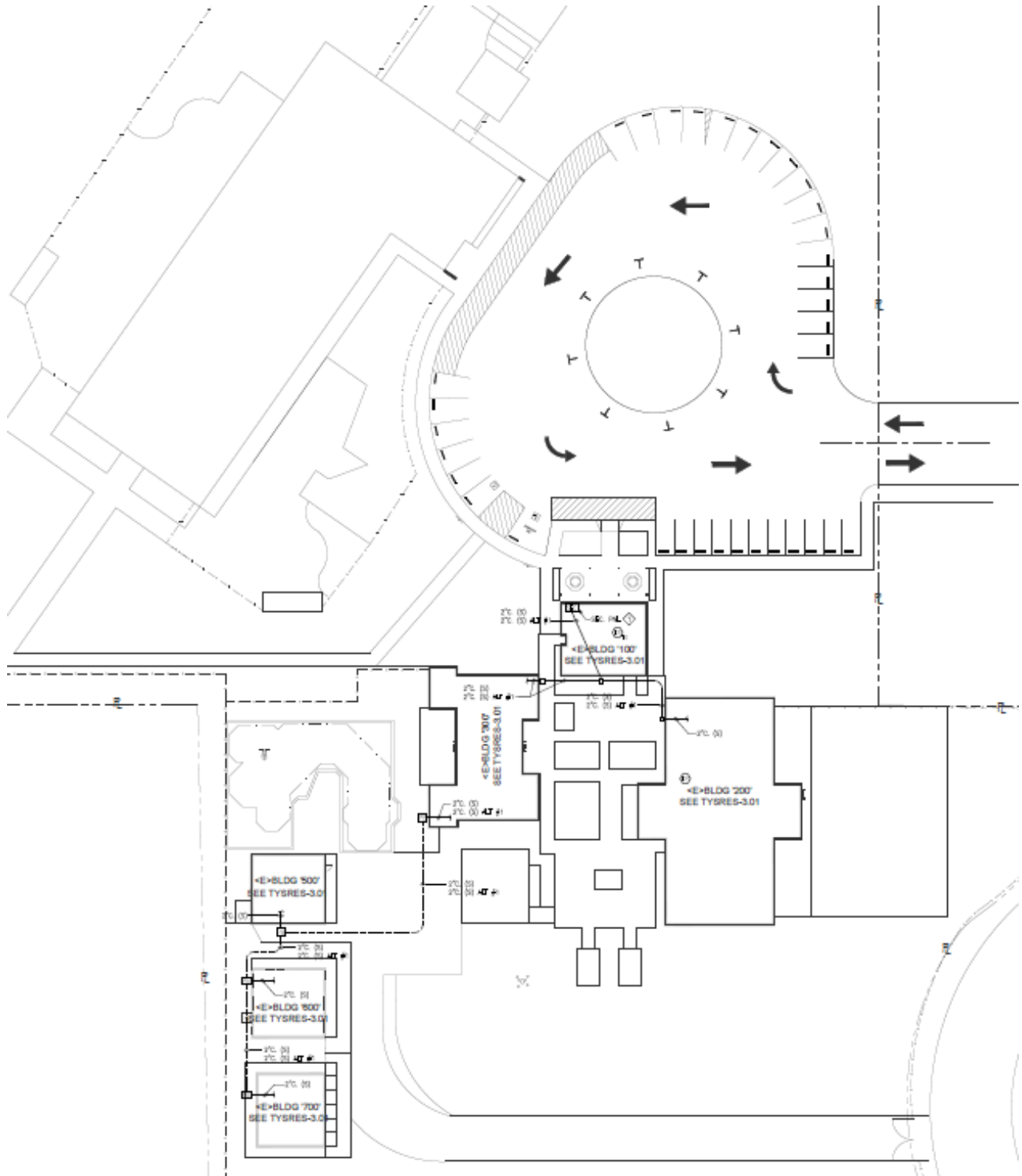


EXHIBIT "A-45"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Ayers Elementary School
5120 Myrtle Drive, Concord, CA 94521

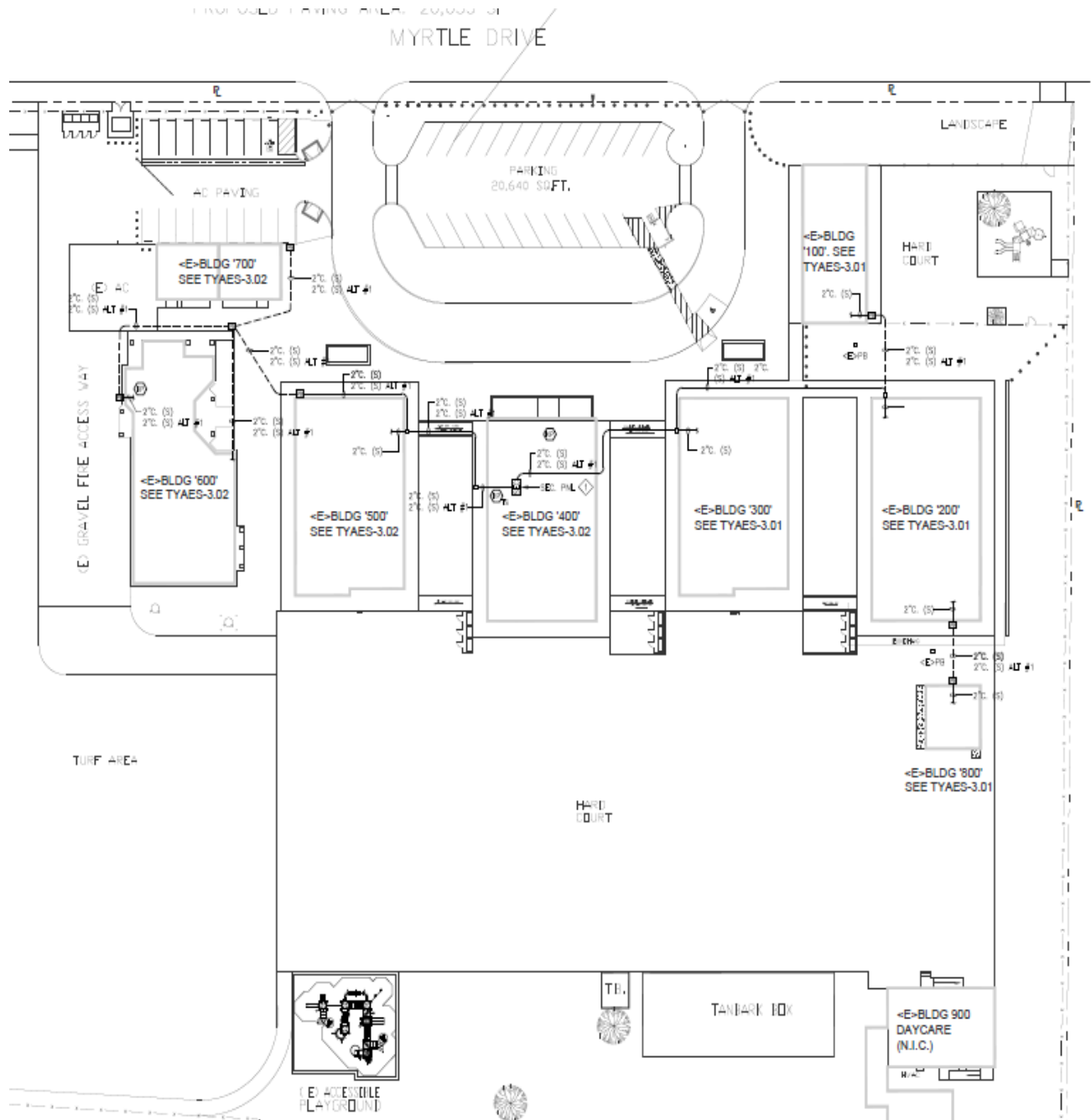


EXHIBIT "A-46"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Bel Air Elementary School
6632 Canal Road, Bay Point, CA 94565

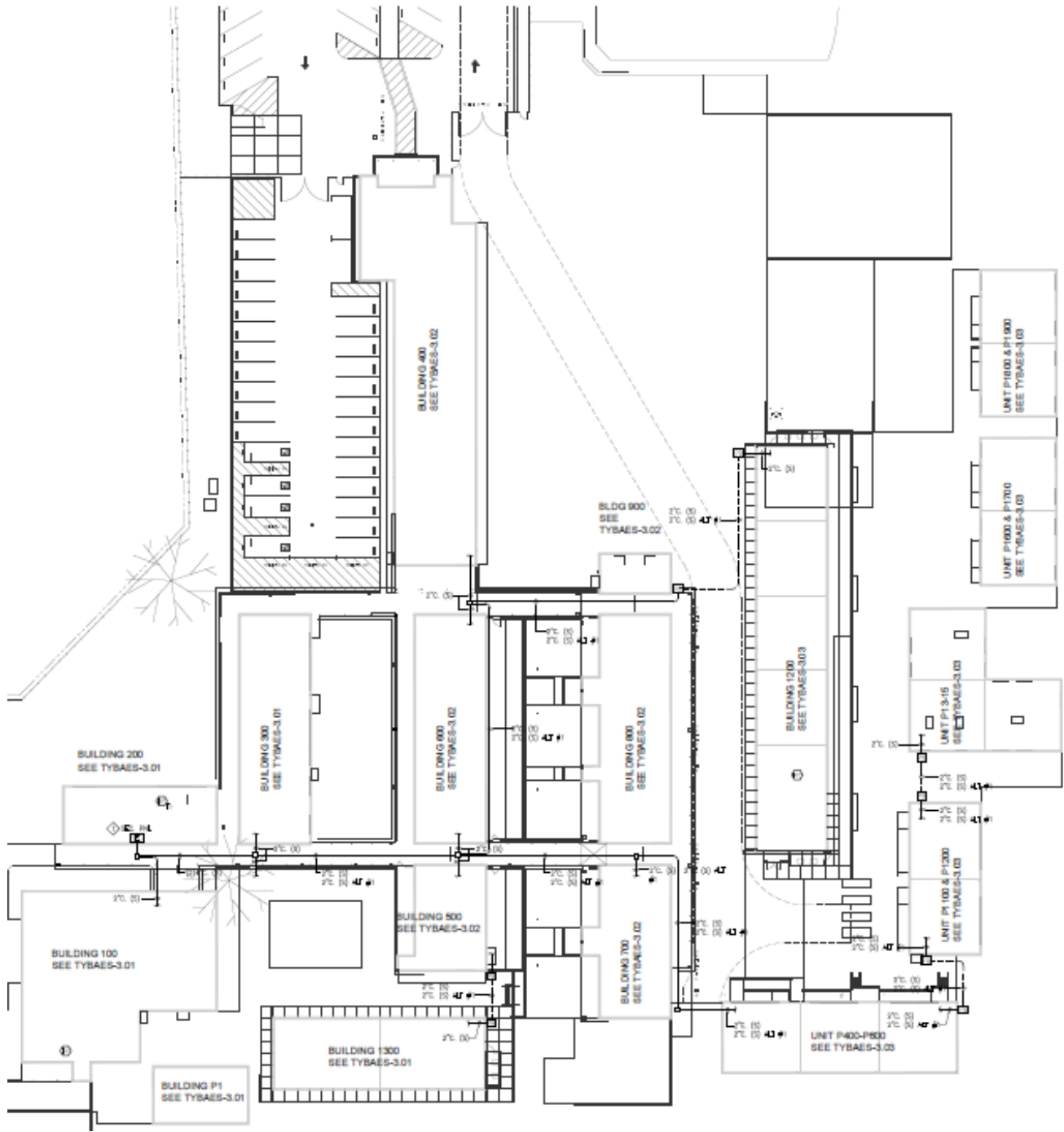
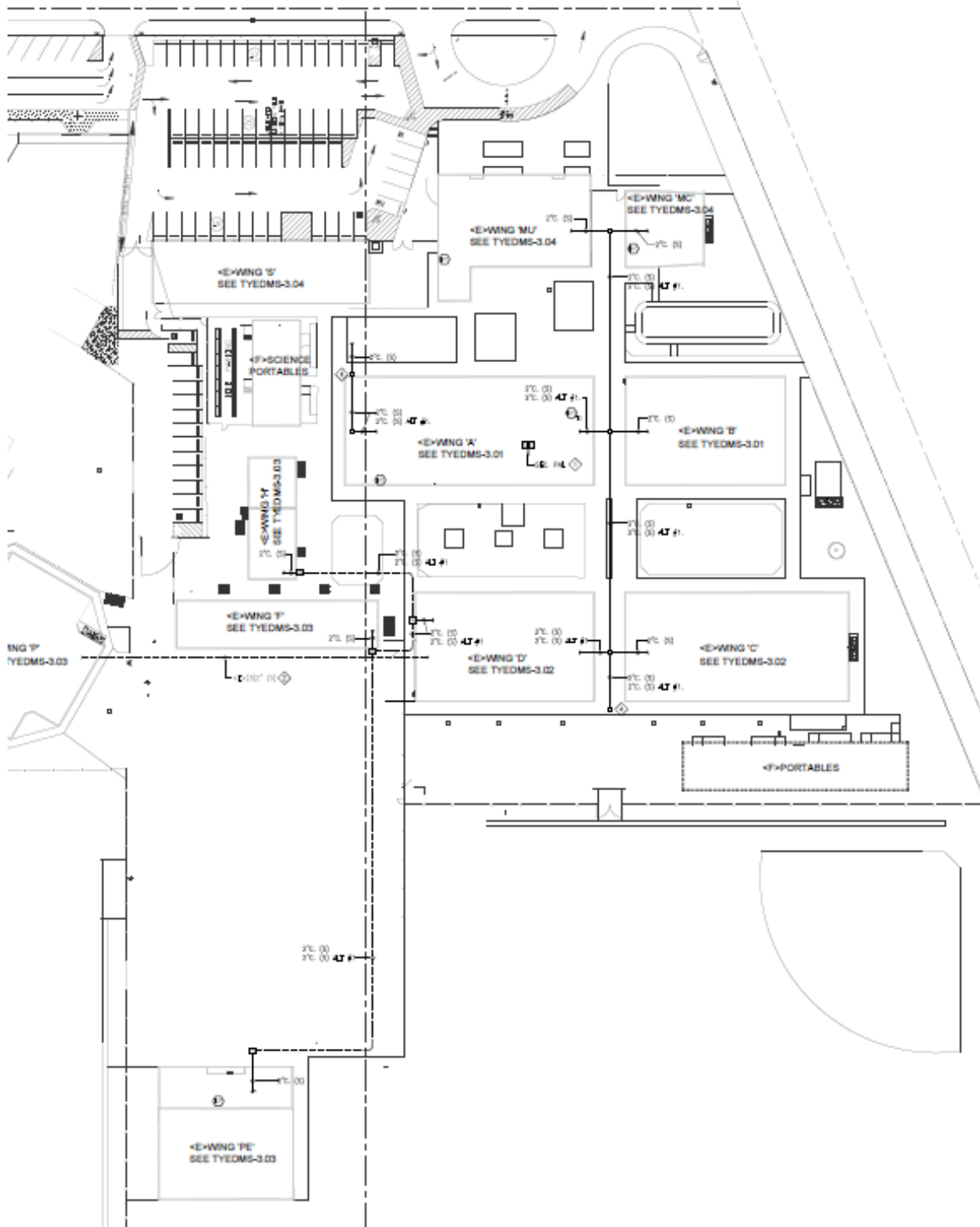


EXHIBIT "A-47"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

El Dorado Middle School
1750 West Street, Concord, CA 94521



1 SITE PLAN

EXHIBIT "A-48"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Foothill Middle School
2775 Cedro Lane, Walnut Creek, CA 94598

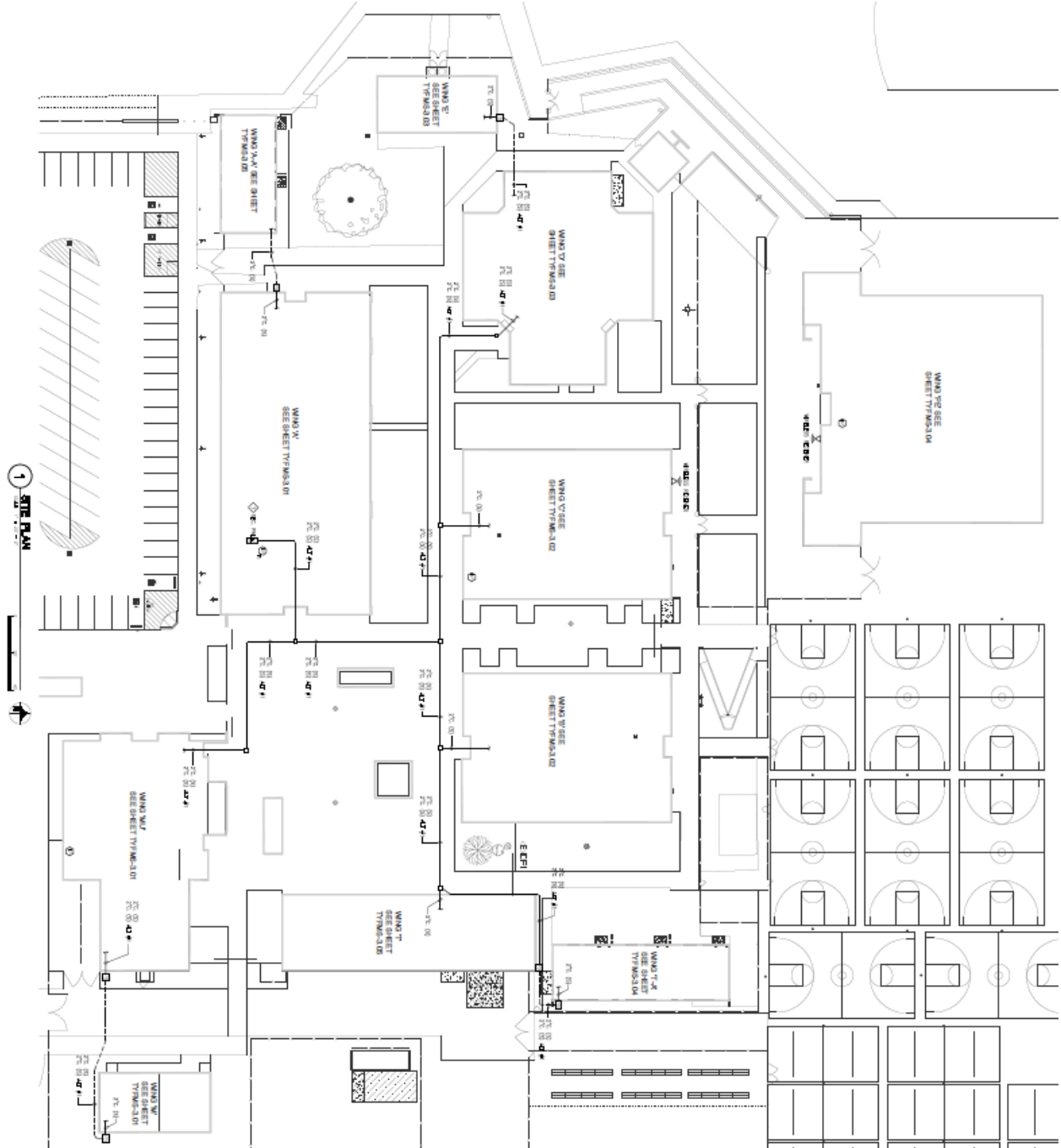


EXHIBIT "A-49"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Hidden Valley Elementary School
500 Glacier Drive, Martinez, CA 94553

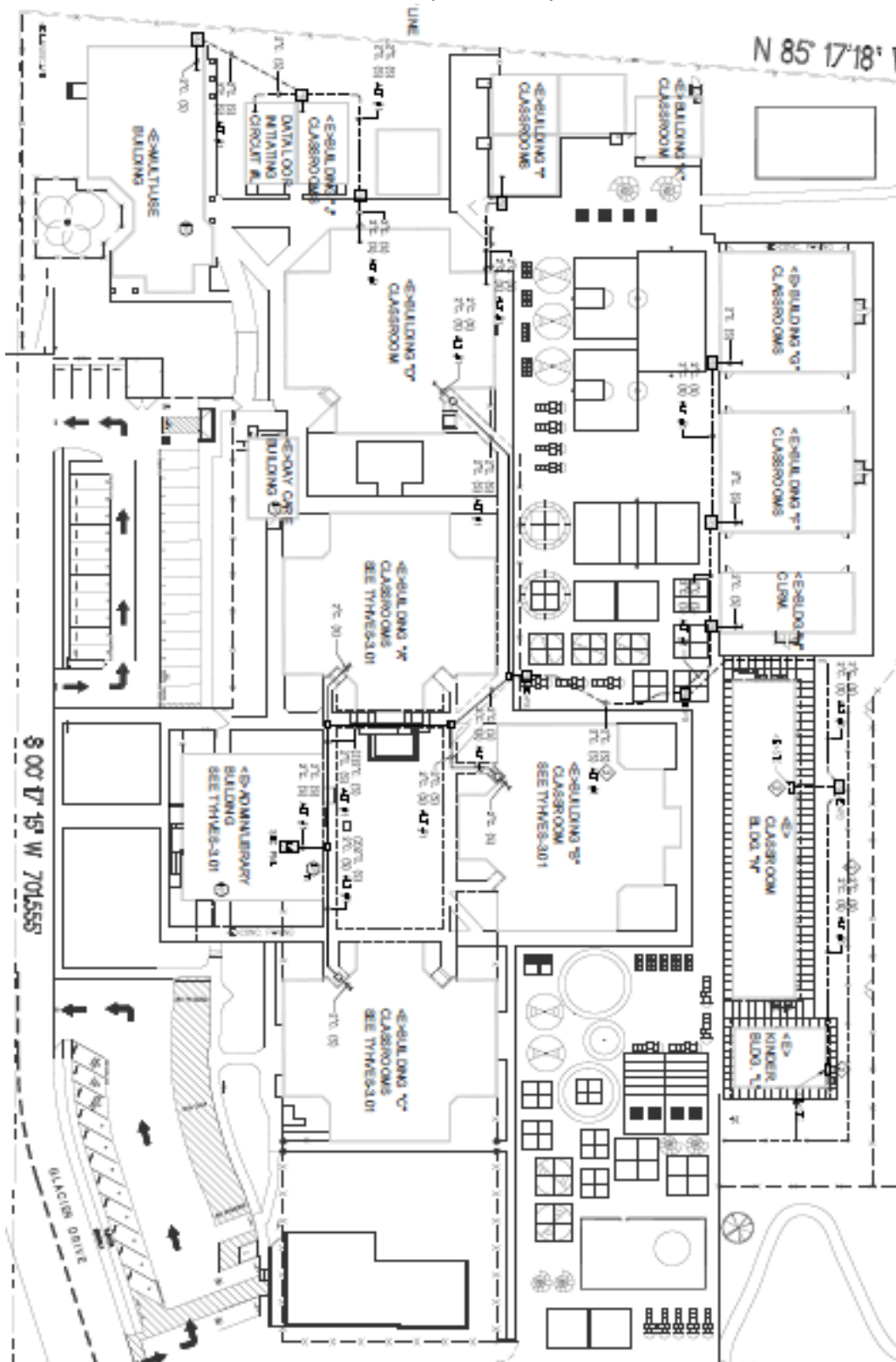


EXHIBIT "A-50"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Mt Diablo Elementary School
5880 Mt. Zion Drive, Clayton, CA 94517

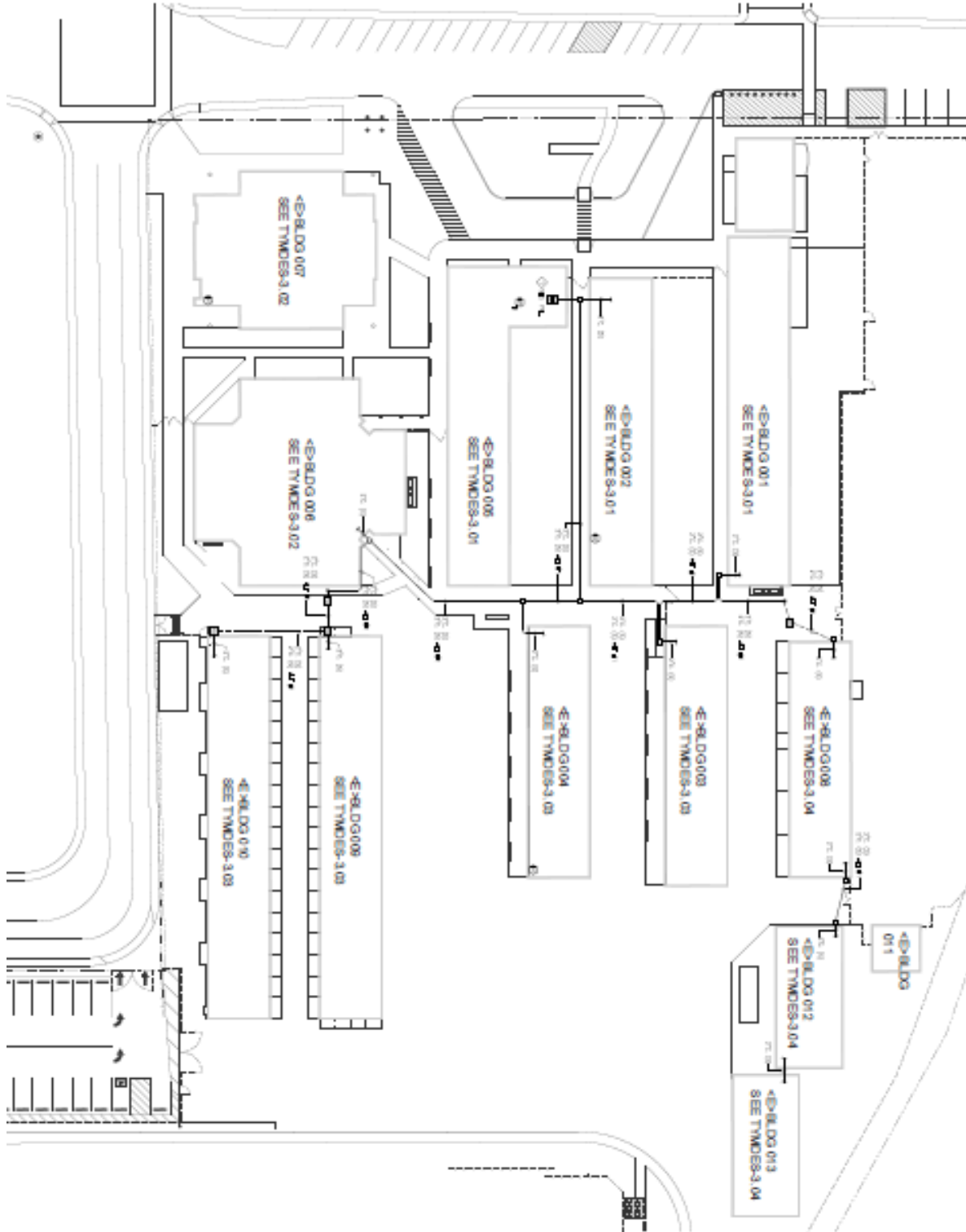


EXHIBIT "A-51"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Oak Grove Middle School
2050 Minert Road, Concord, CA 94518

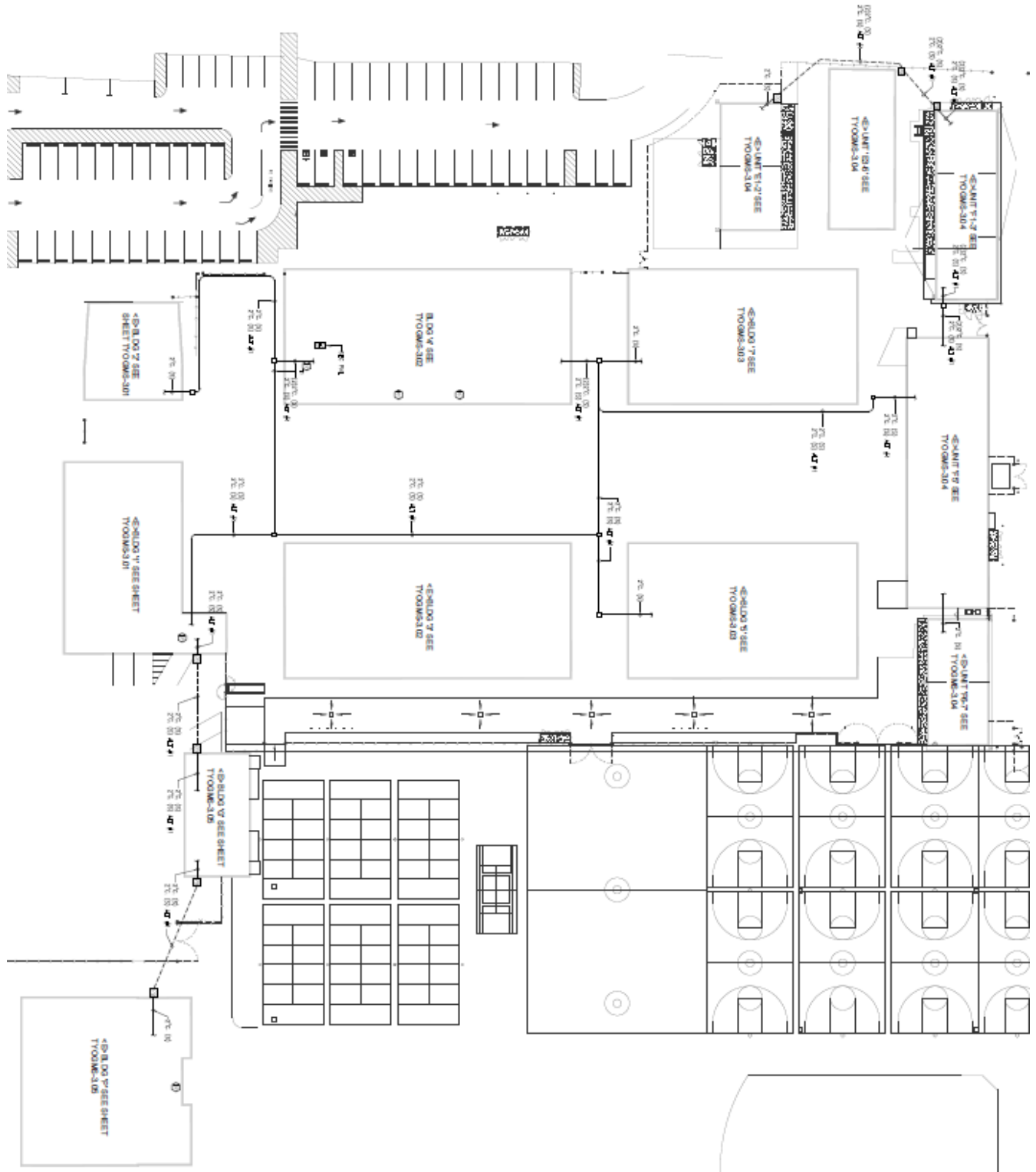


EXHIBIT "A-52"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Riverview Middle School
205 Pacifica Avenue, Bay Point, CA 94565

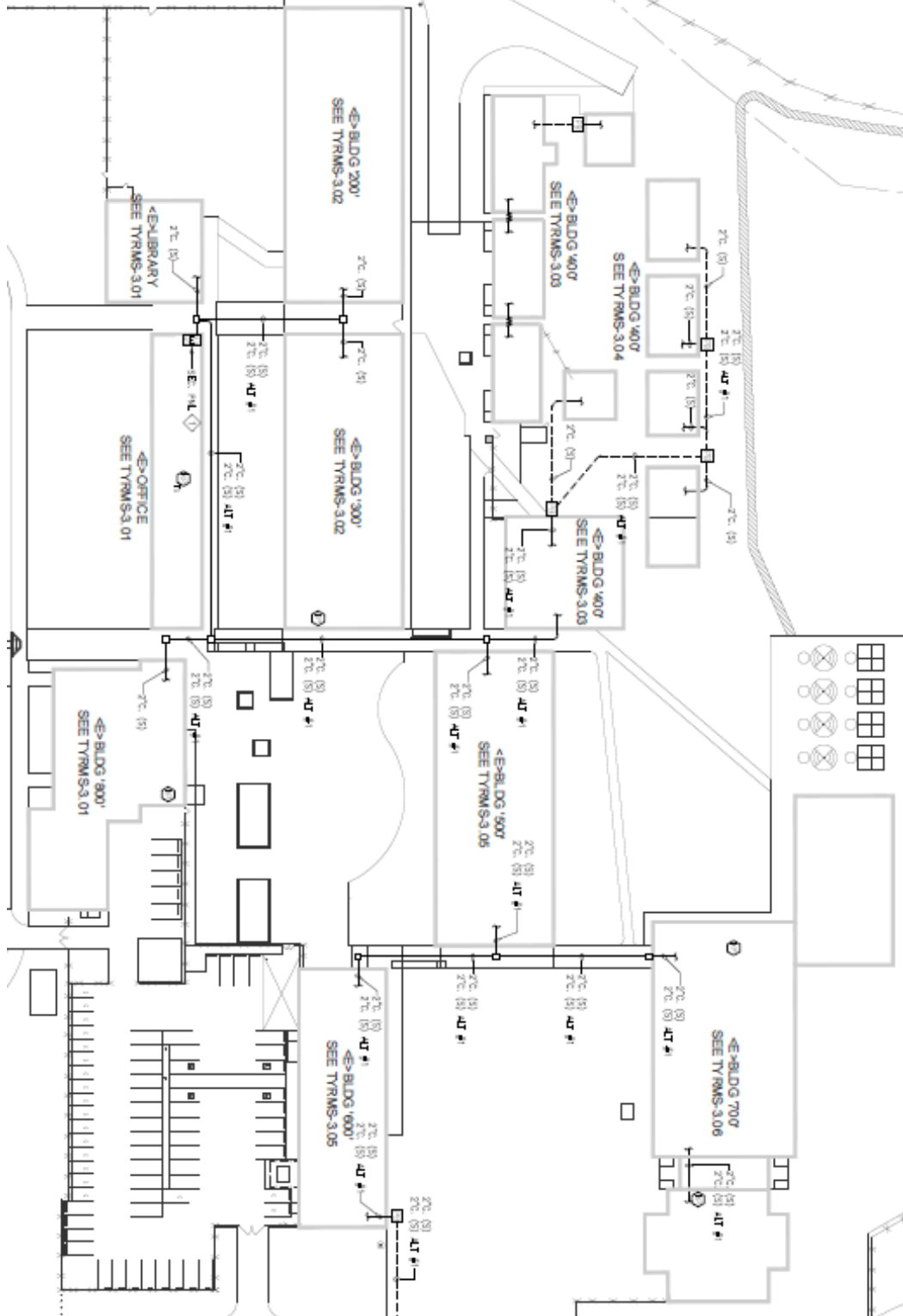


EXHIBIT "A-53"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Valley View Middle School
181 Viking Drive, Pleasant Hill, CA 94523

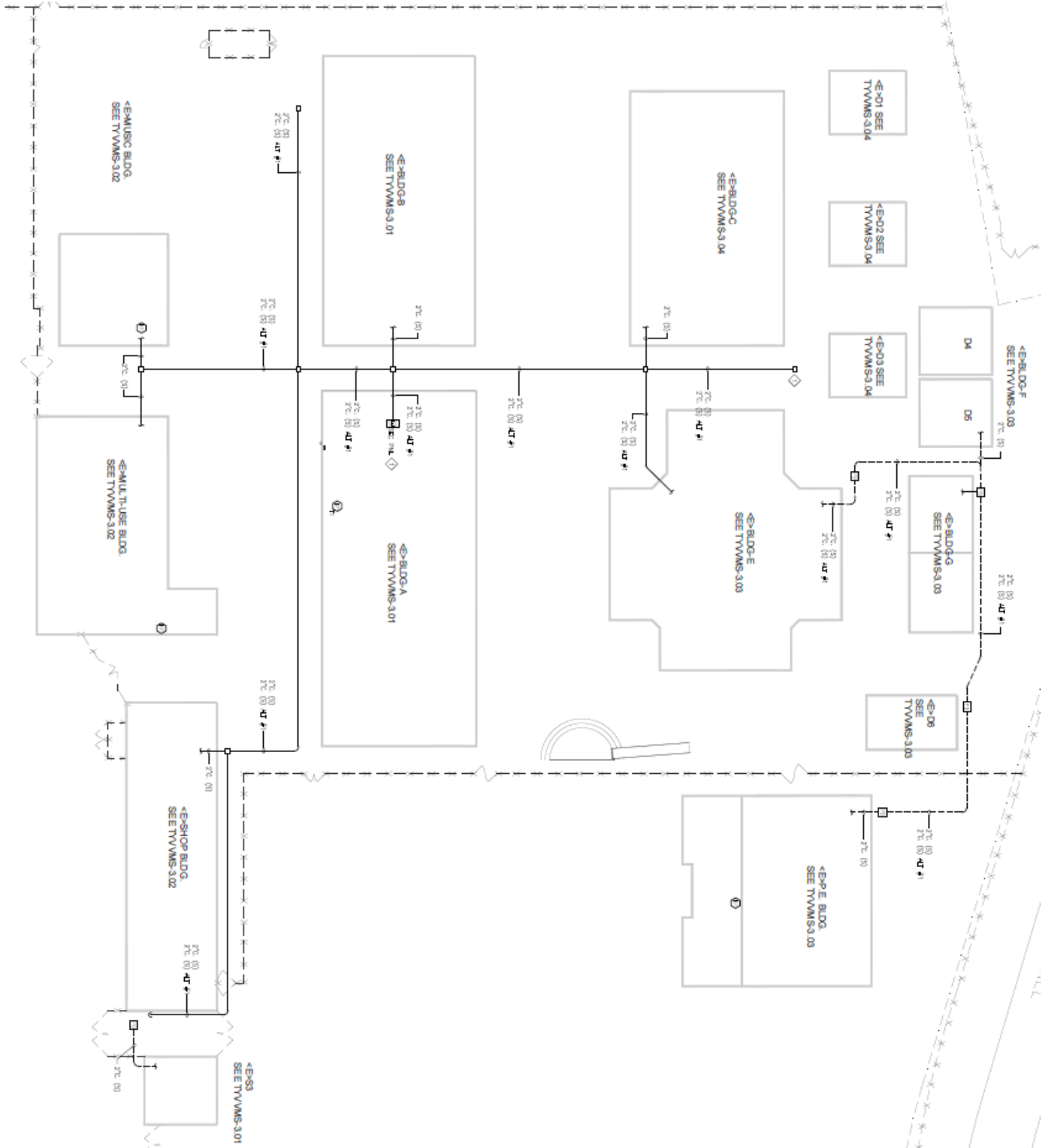


EXHIBIT B

DESCRIPTION OF PROJECT SITE

Attached is:

- The Legal Description for a portion of the School Site and
- The Description of the Project that is subject to the Site Lease and the Facilities Lease and upon which Developer will construct the Project.

DESCRIPTION OF SCHOOL SITE

Attached is the Legal Description for:

EXHIBIT "B -1"
DESCRIPTION OF SCHOOL SITE
 Attached is the Legal Description for:

Concord High School
4200 Concord Blvd. Concord, CA 94521

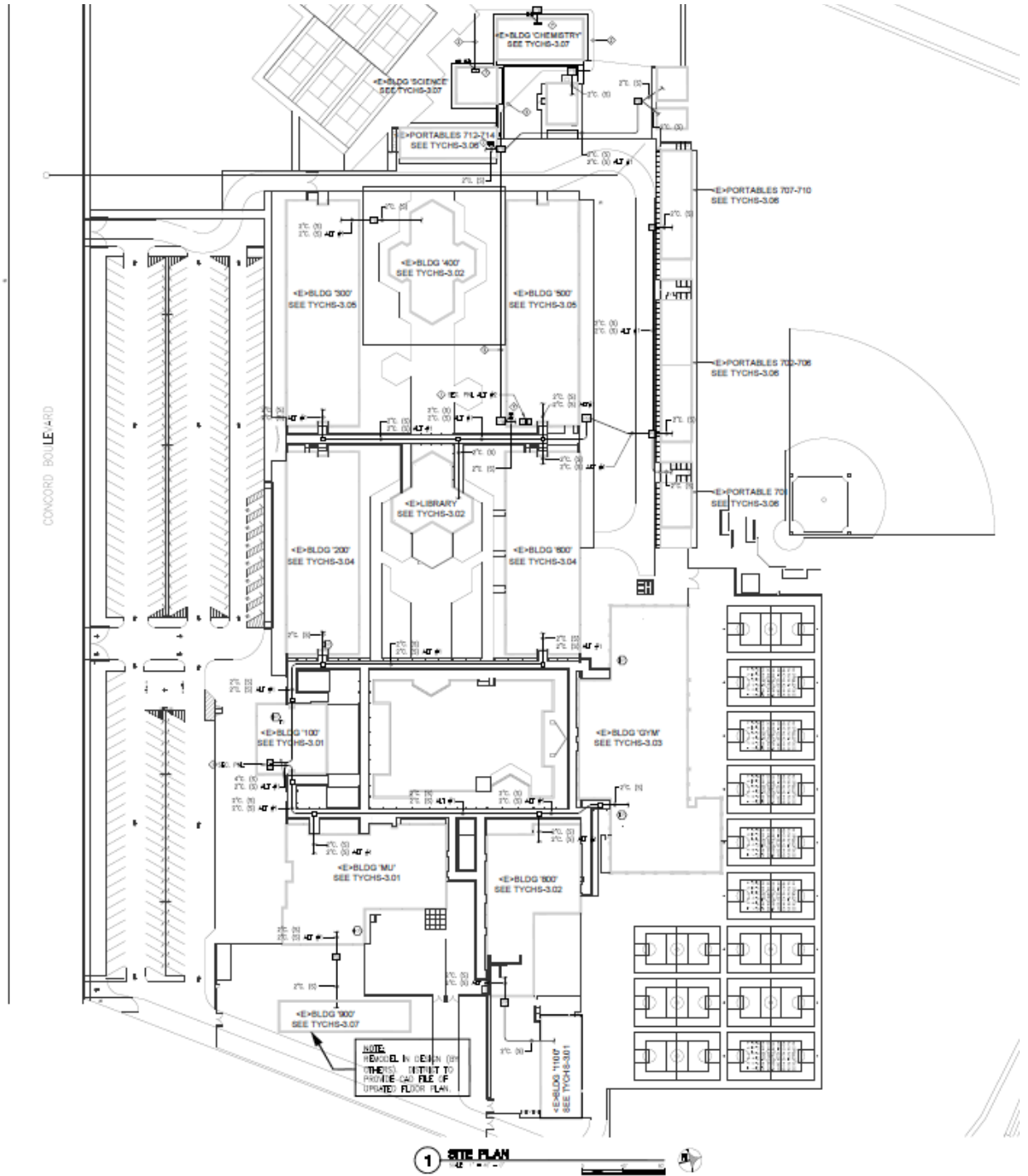
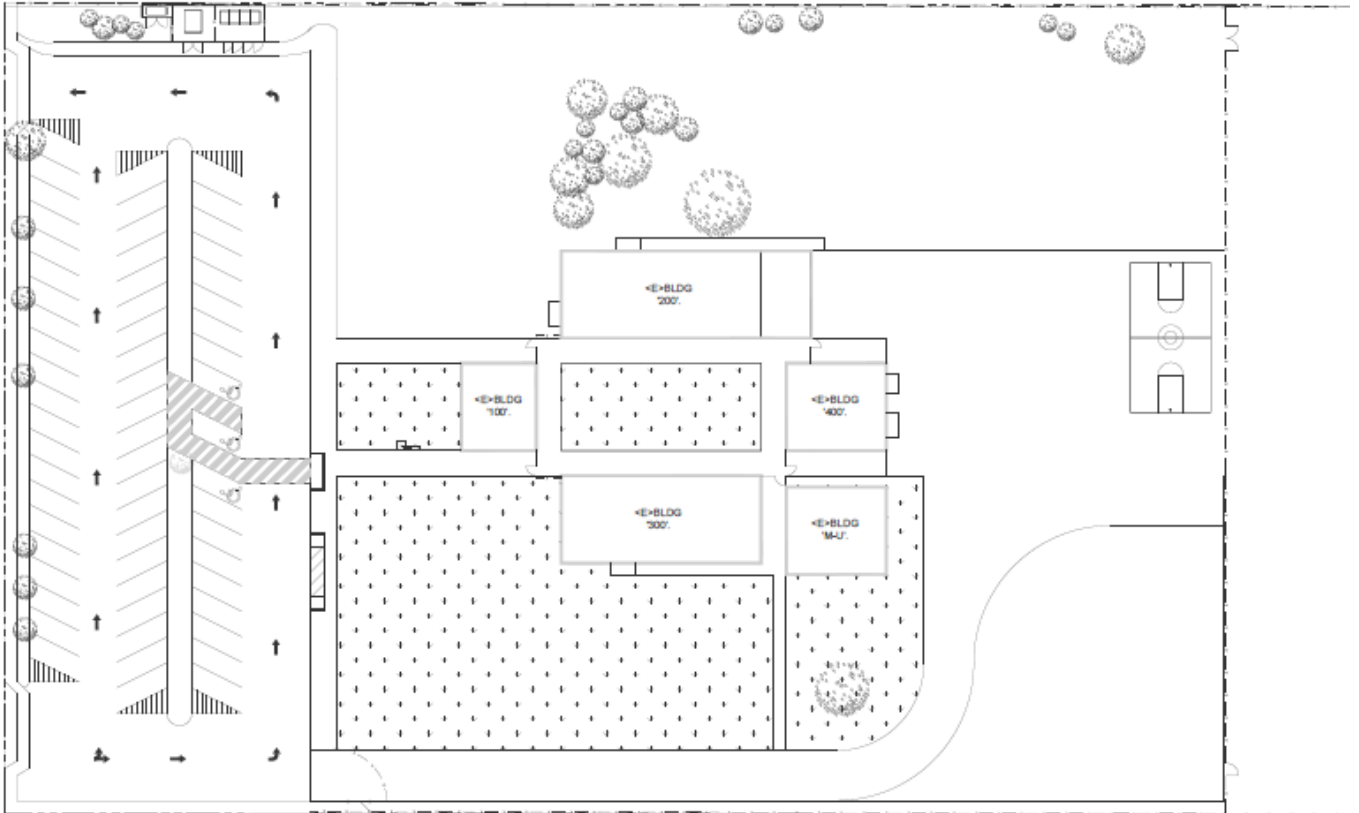


EXHIBIT "B-2"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Eagle Peak Montessori School
800 Hutchinson Road, Walnut Creek, CA 94598



1 SITE PLAN

EXHIBIT "B-3"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Willow Creek Center
1026 Mohr Lane, Concord, CA 94518



EXHIBIT "B-4"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Cambridge Elementary School
1135 Lacey Lane, Concord CA 94520

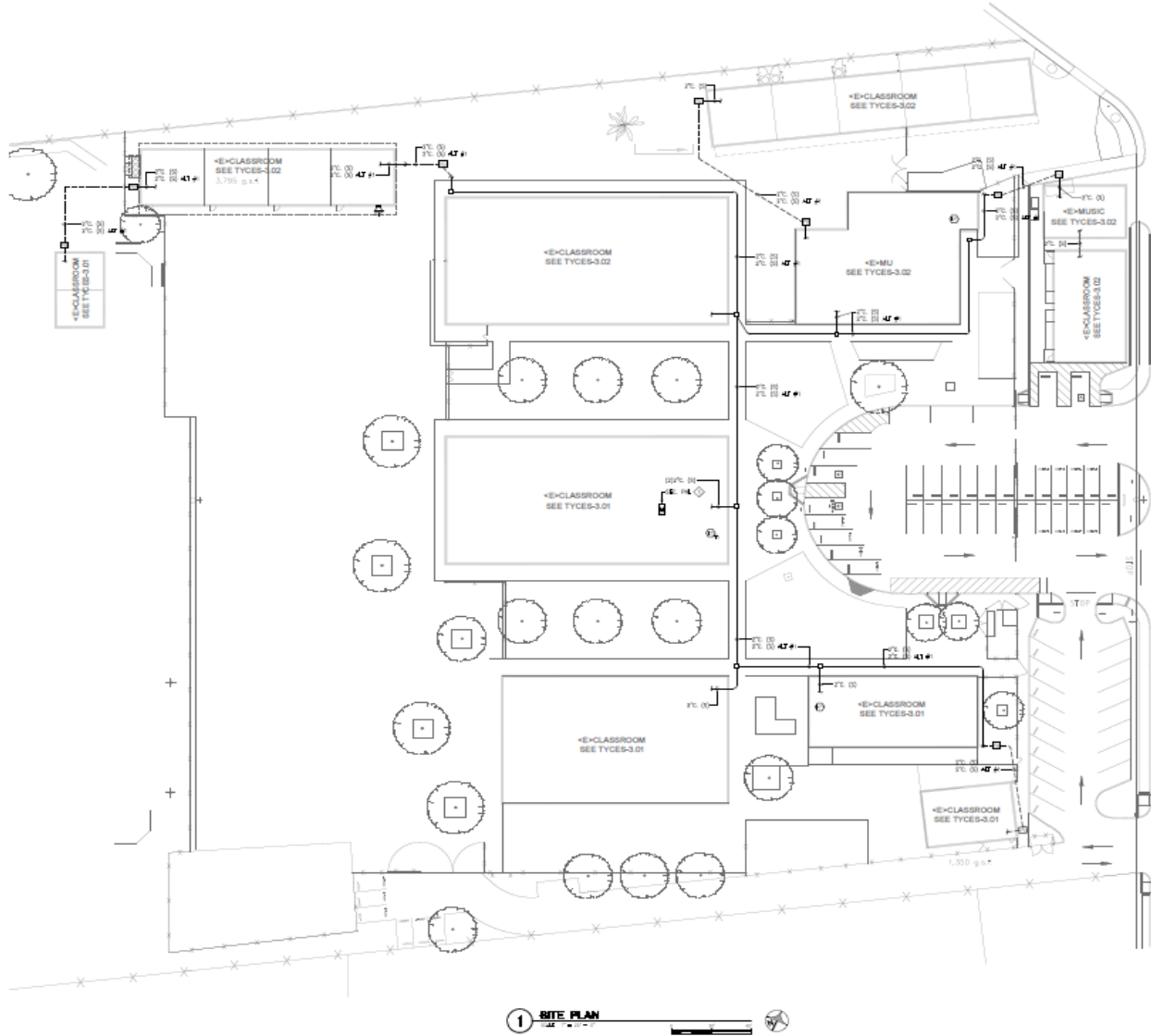


EXHIBIT "B-5"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

College Park High School
201 Viking Drive, Pleasant Hill, CA 94523

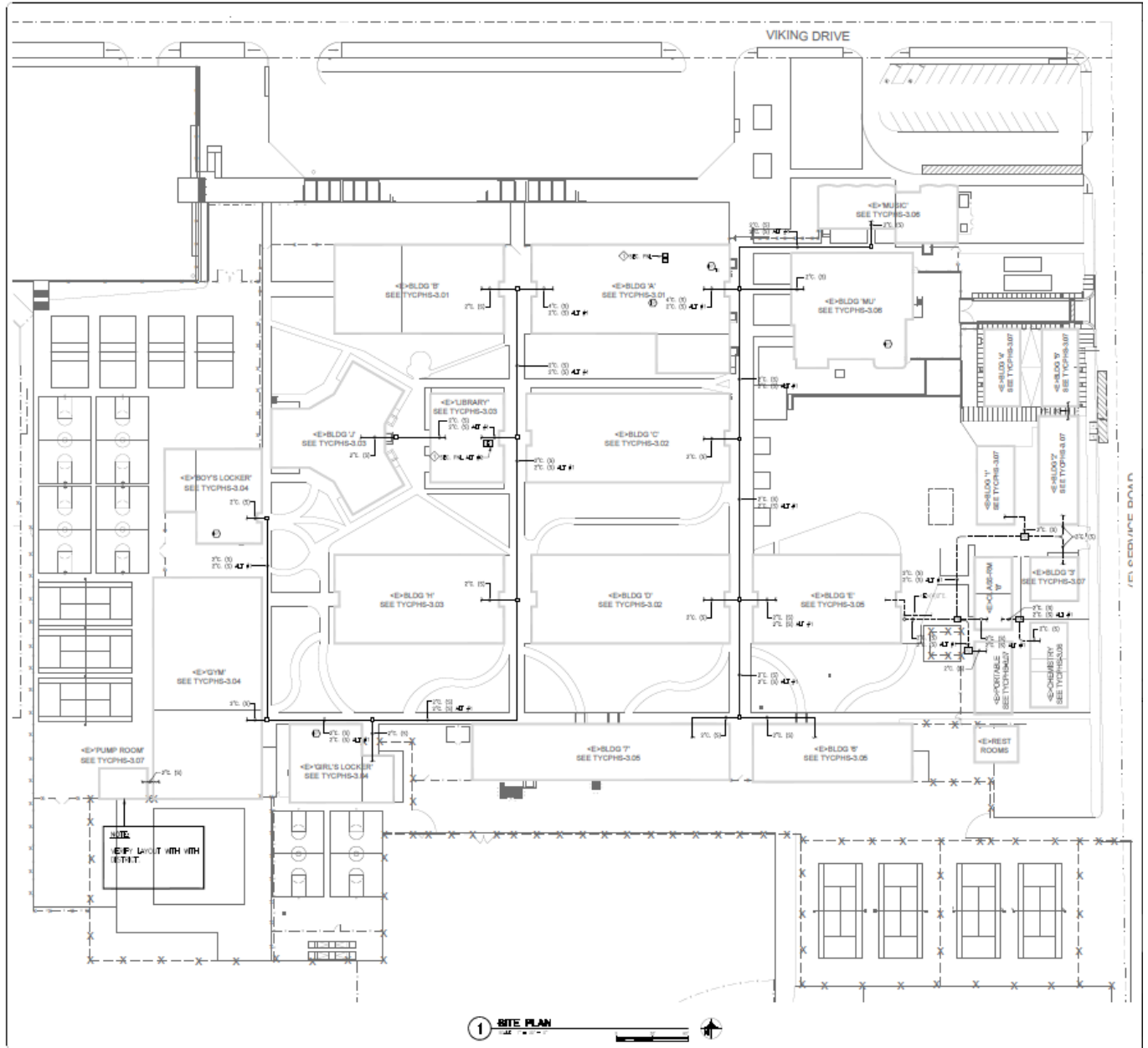


EXHIBIT "B -7"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Fair Oaks Elementary School
2400 Lisa Lane, Pleasant Hill, CA 94523

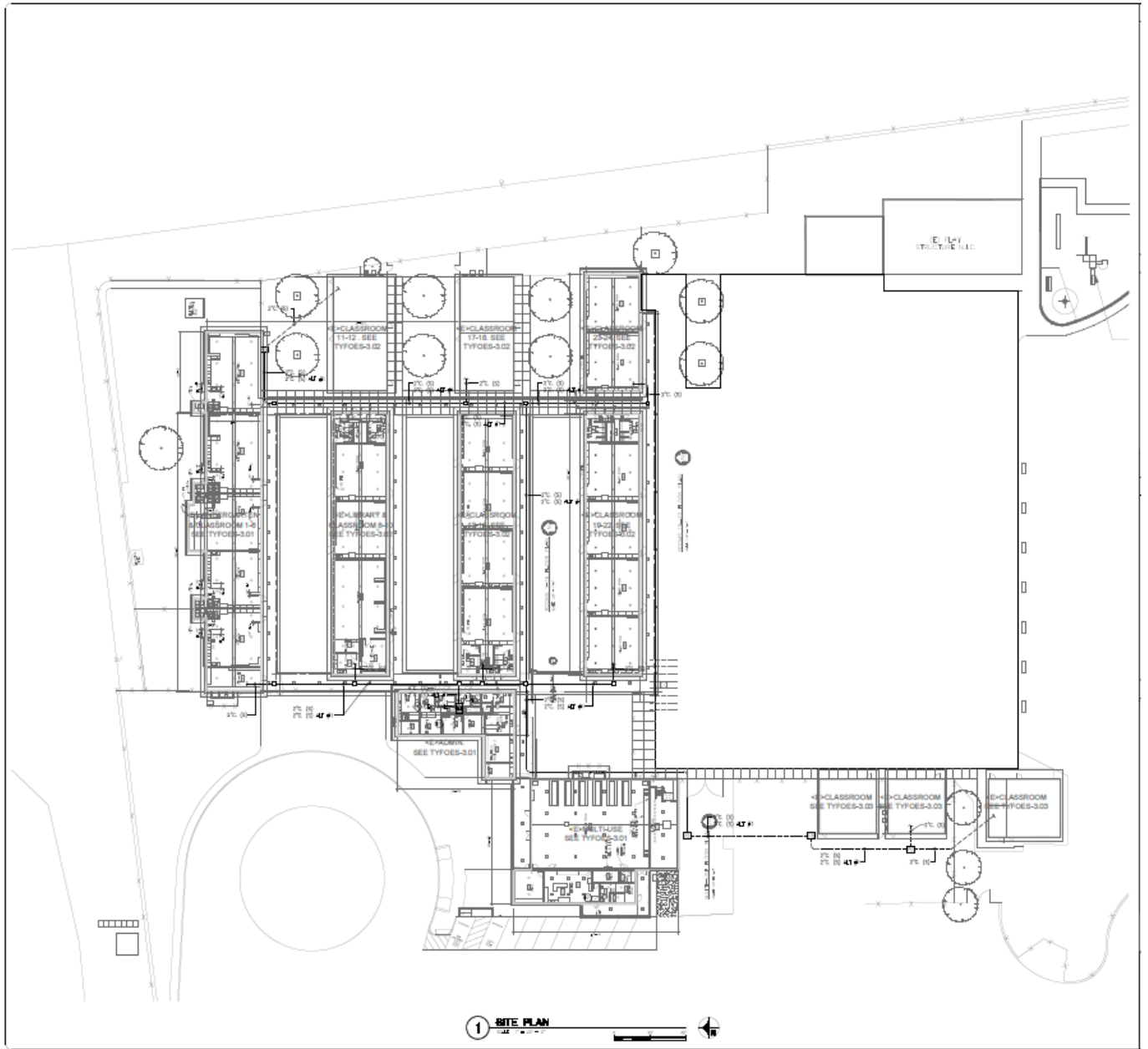


EXHIBIT "B -8"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Holbrook Elementary School
3333 Ronald Way, Concord CA, 94519

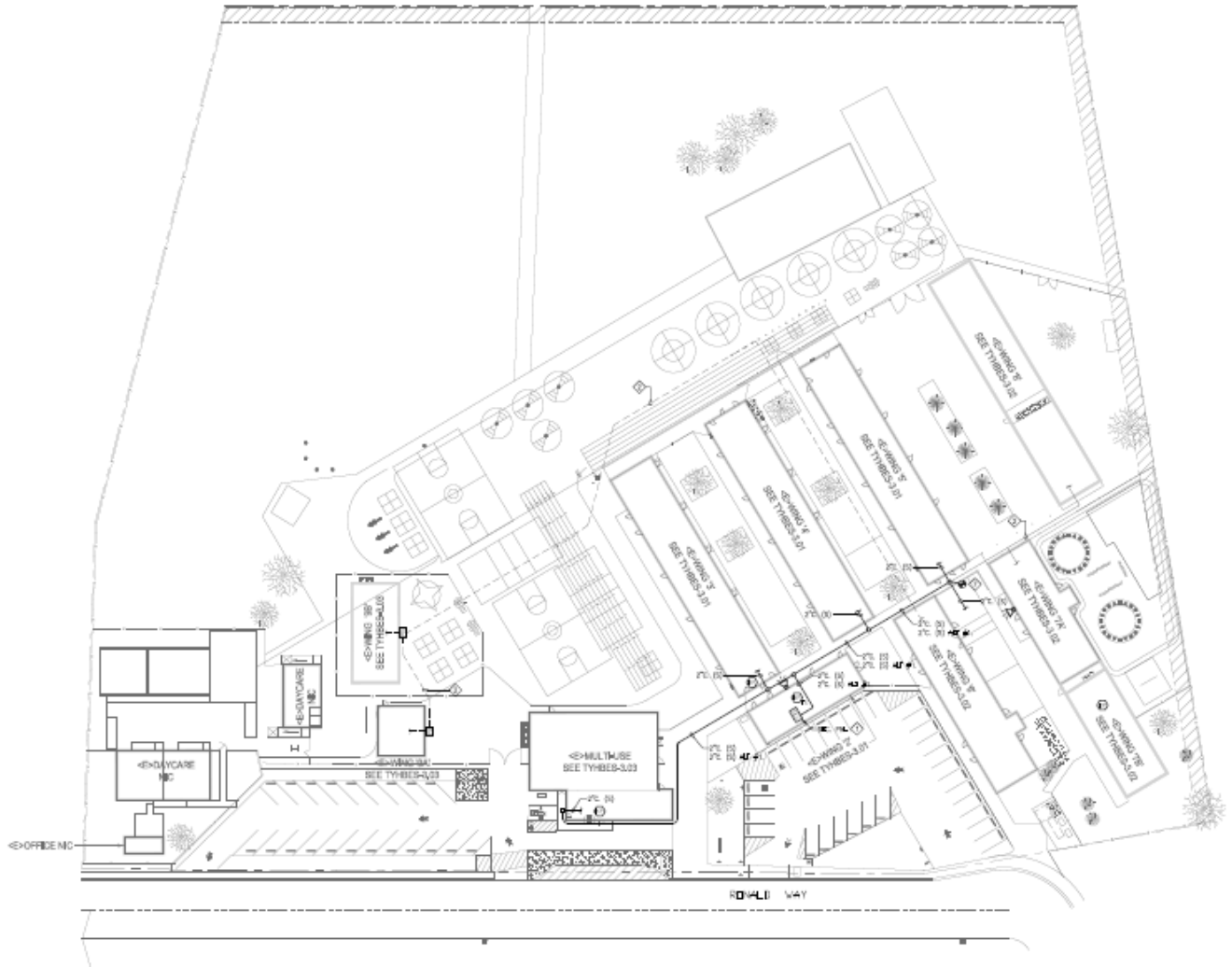


EXHIBIT "B -9a"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Mount Diablo High School (Main Campus)
2450 Grant Street, Concord, CA 94520

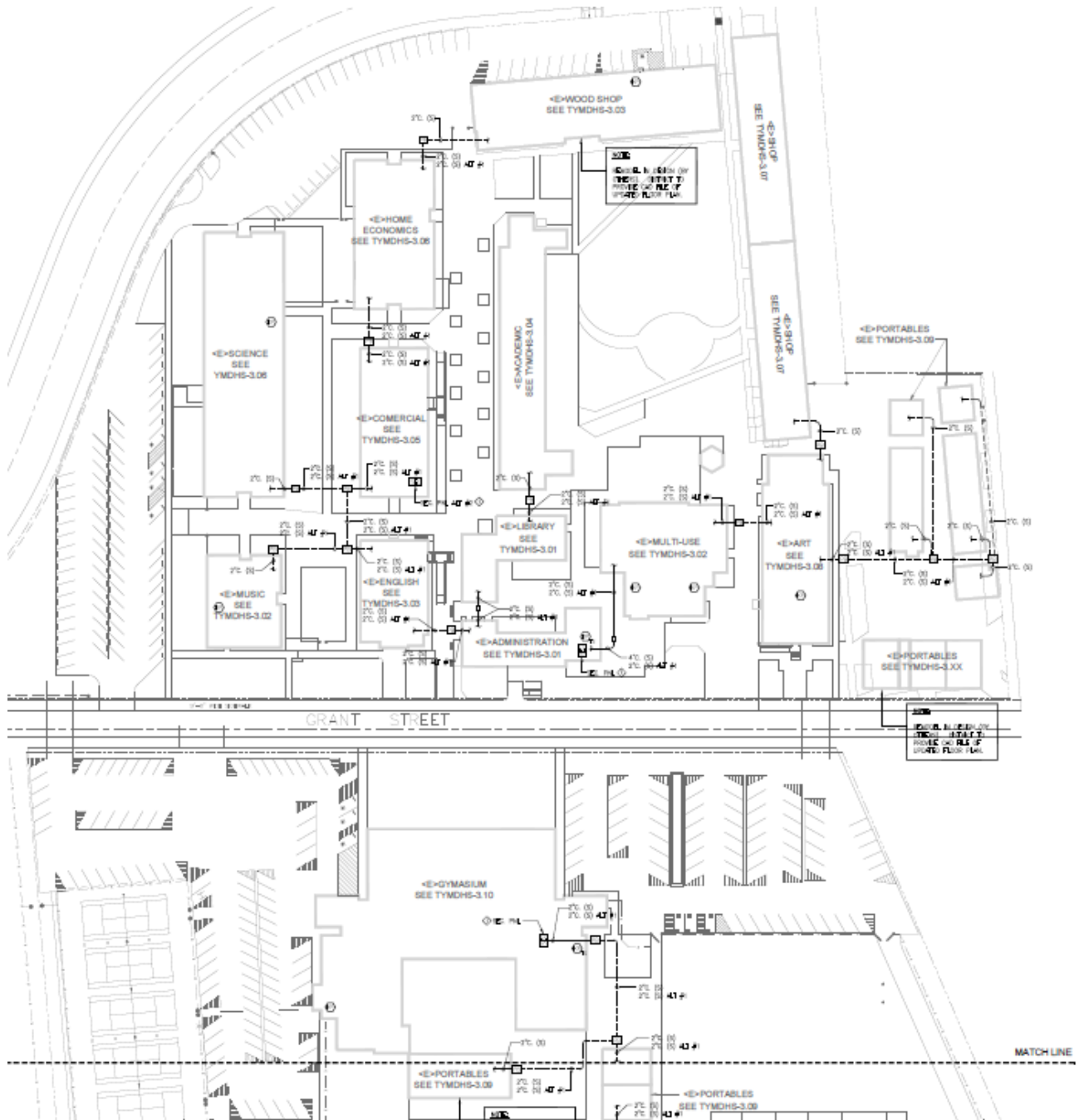


EXHIBIT "B-9b"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Mount Diablo High School (South West)
2450 Grant Street, Concord, CA 94520

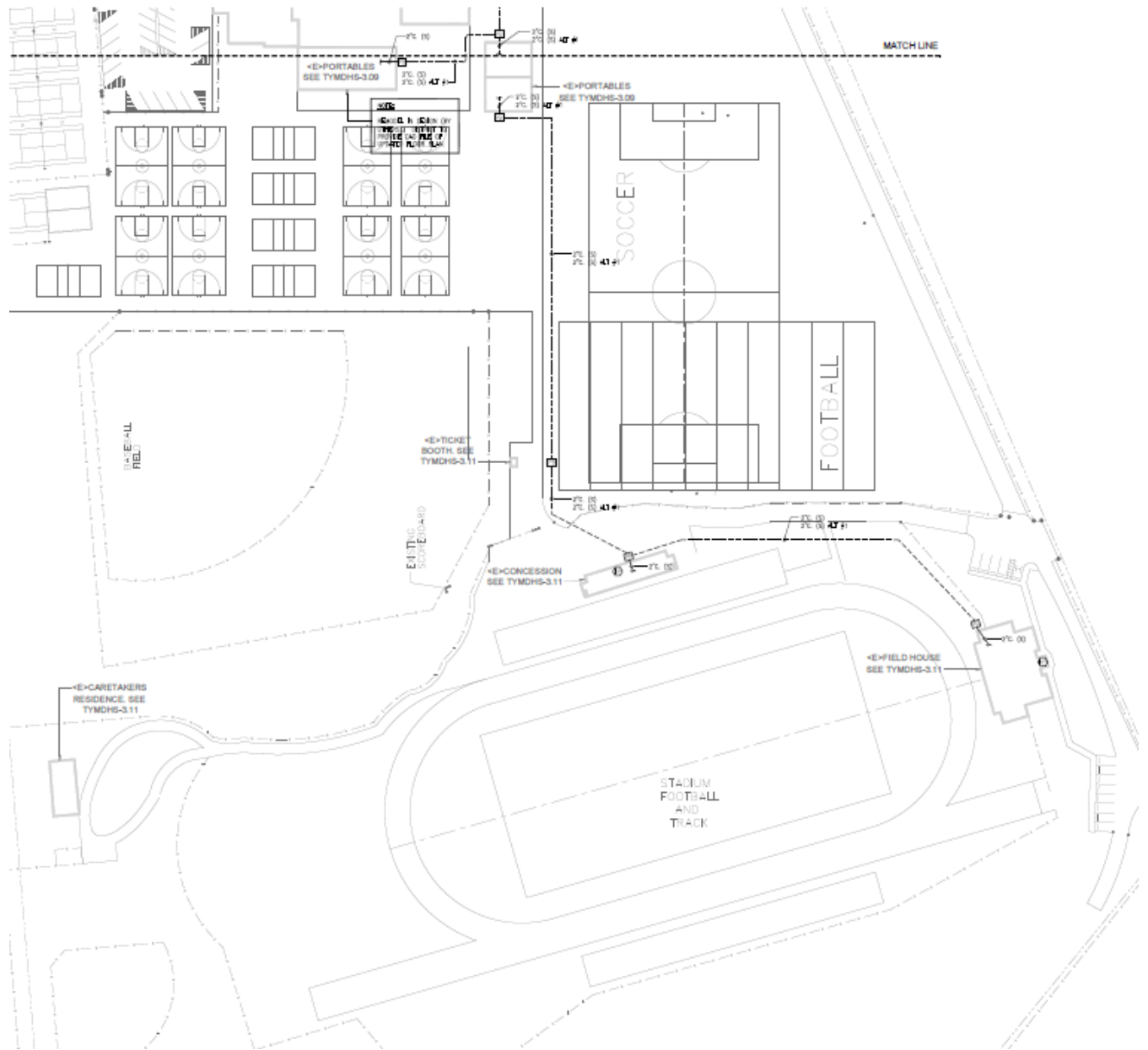


EXHIBIT "B -10"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Maintenance & Operations, Purchasing, Food Services, Transportation
1480 Gasoline Alley, Concord CA, 94520
1490 Gasoline Alley, Concord CA, 94520
2326 Bisso Lane, Concord, CA 94520

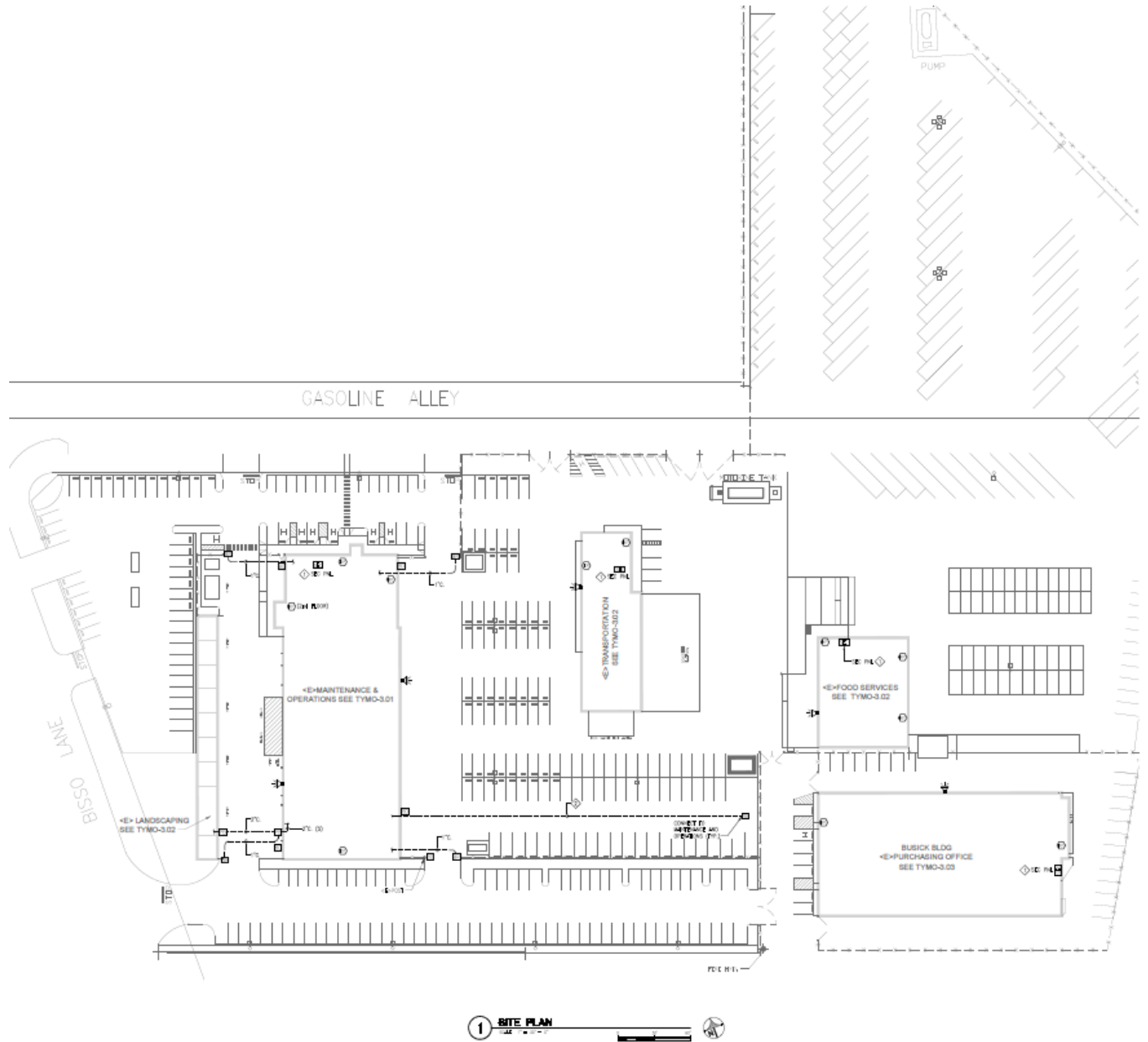
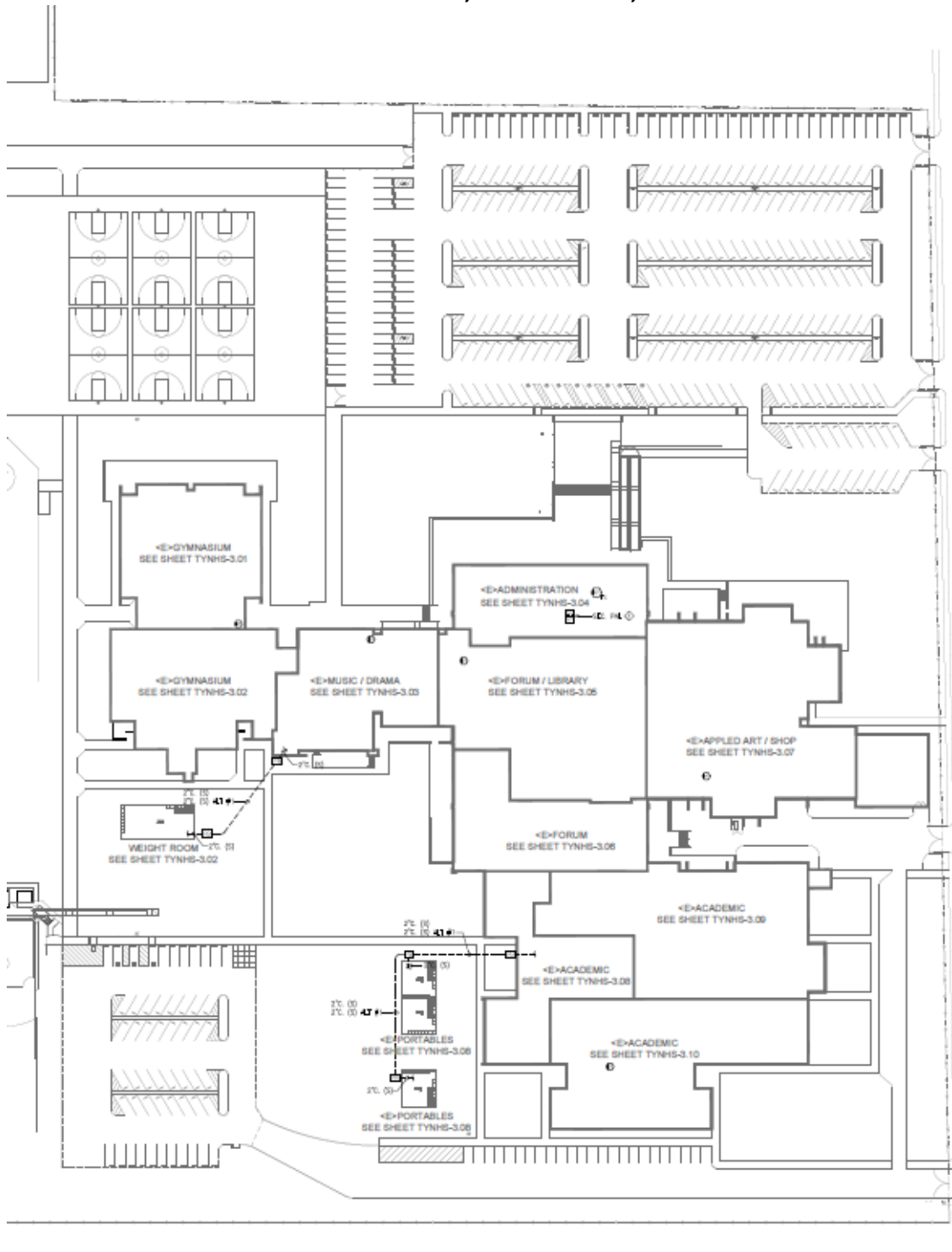


EXHIBIT "B -11"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Northgate High School
425 Castle Rock Road, Walnut Creek, CA 94598



1 SITE PLAN

EXHIBIT "B -13"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Ygnacio Valley Elementary School
2217 Chalomar Road, Concord, CA 94518

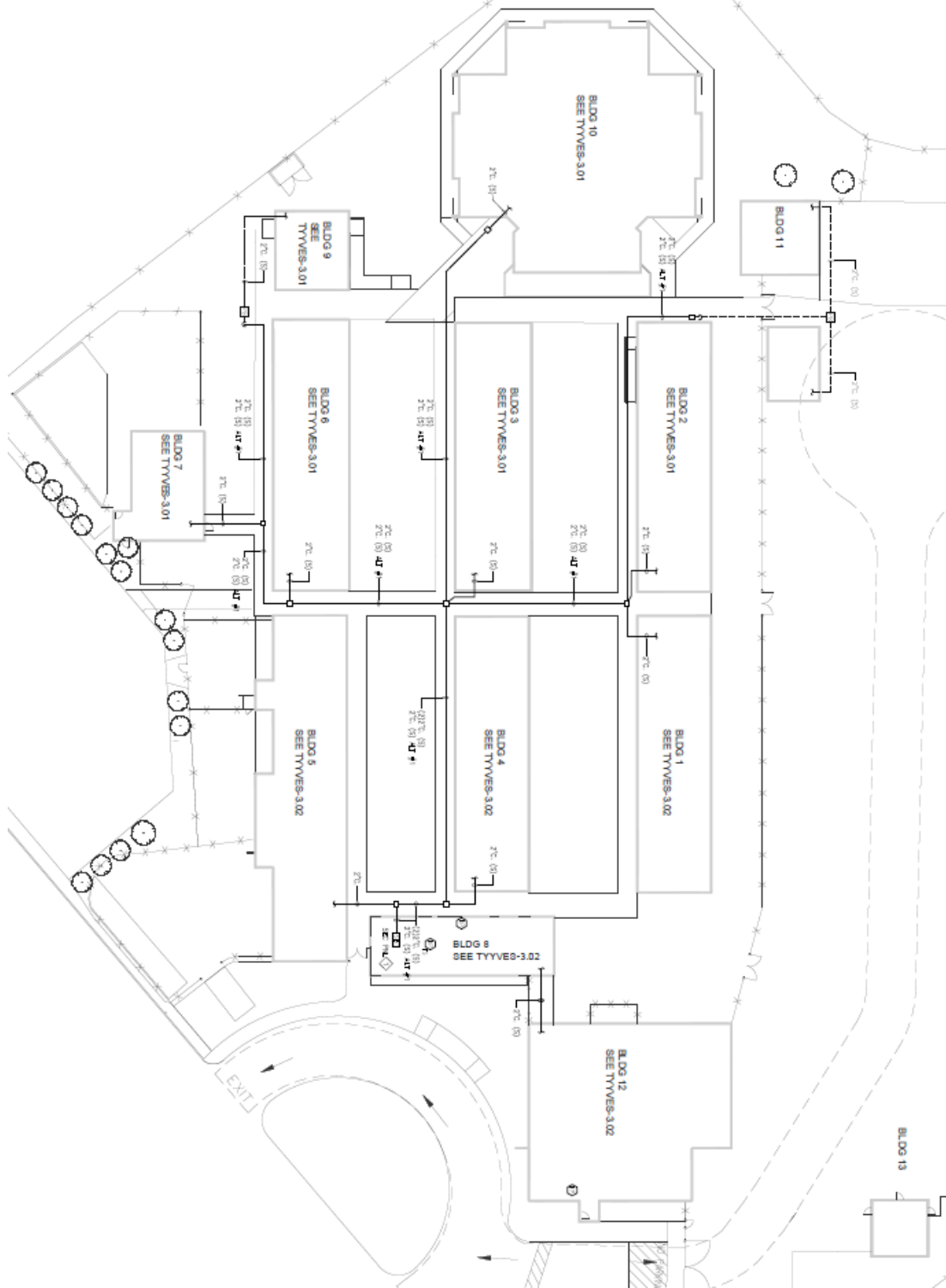


EXHIBIT "B 14"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

El Monte Elementary School
1400 Dina Drive, Concord, CA 94518

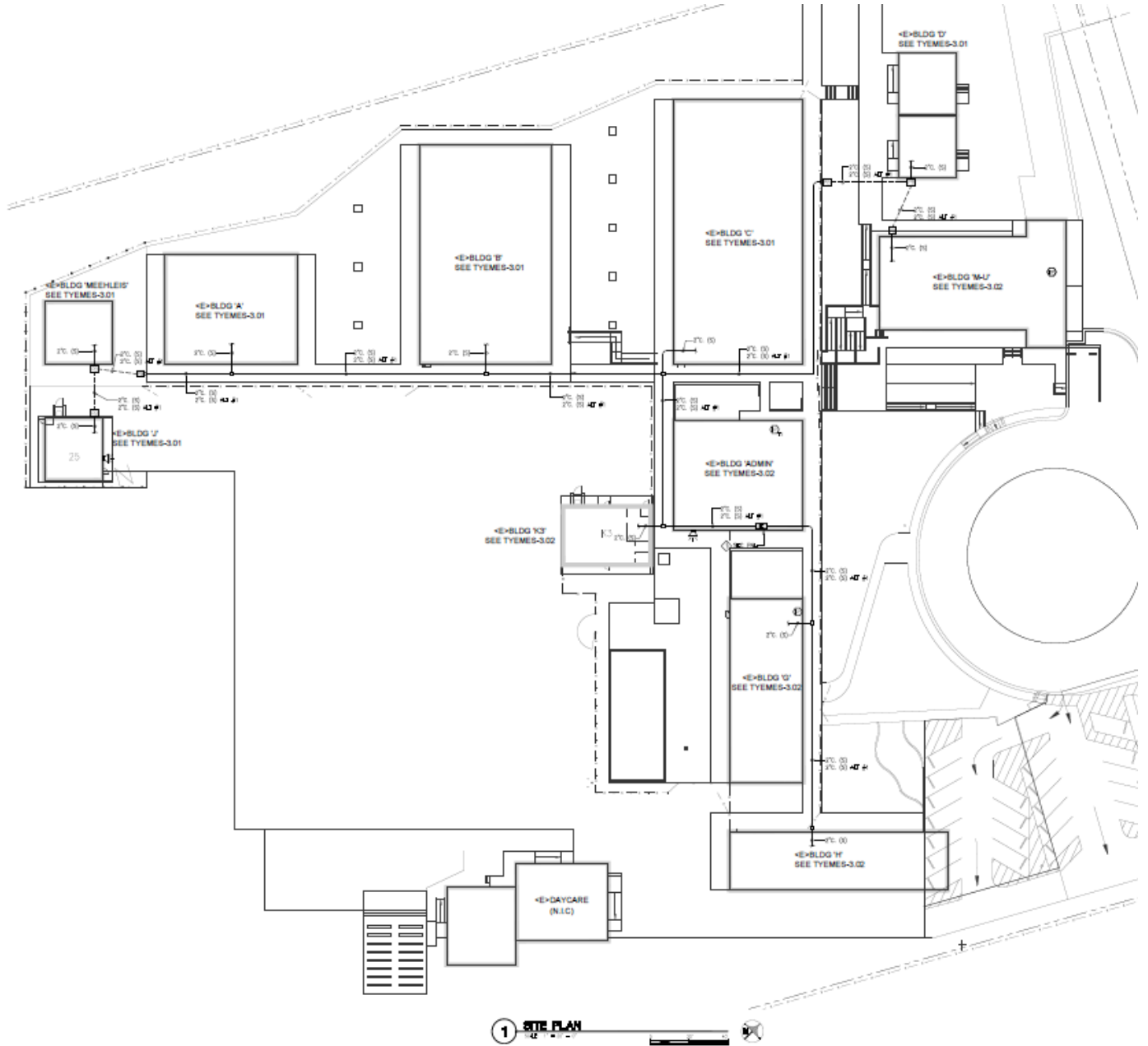


EXHIBIT "B -15"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Glenbrook Middle School
2351 Olivera Road, Concord CA, 94520

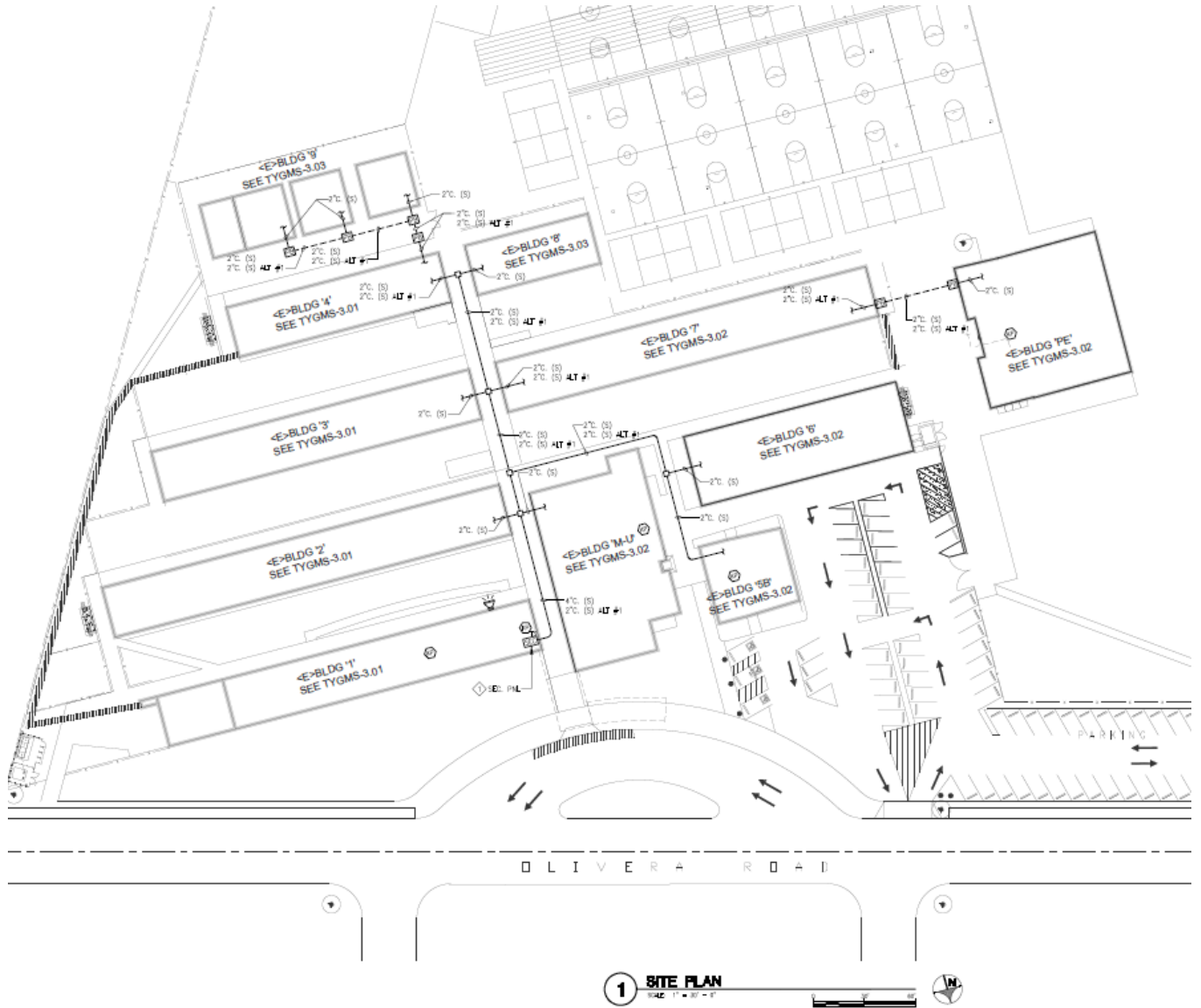


EXHIBIT "B -16"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Highland Elementary School
1326 Pennsylvania Blvd. Concord, CA 94521

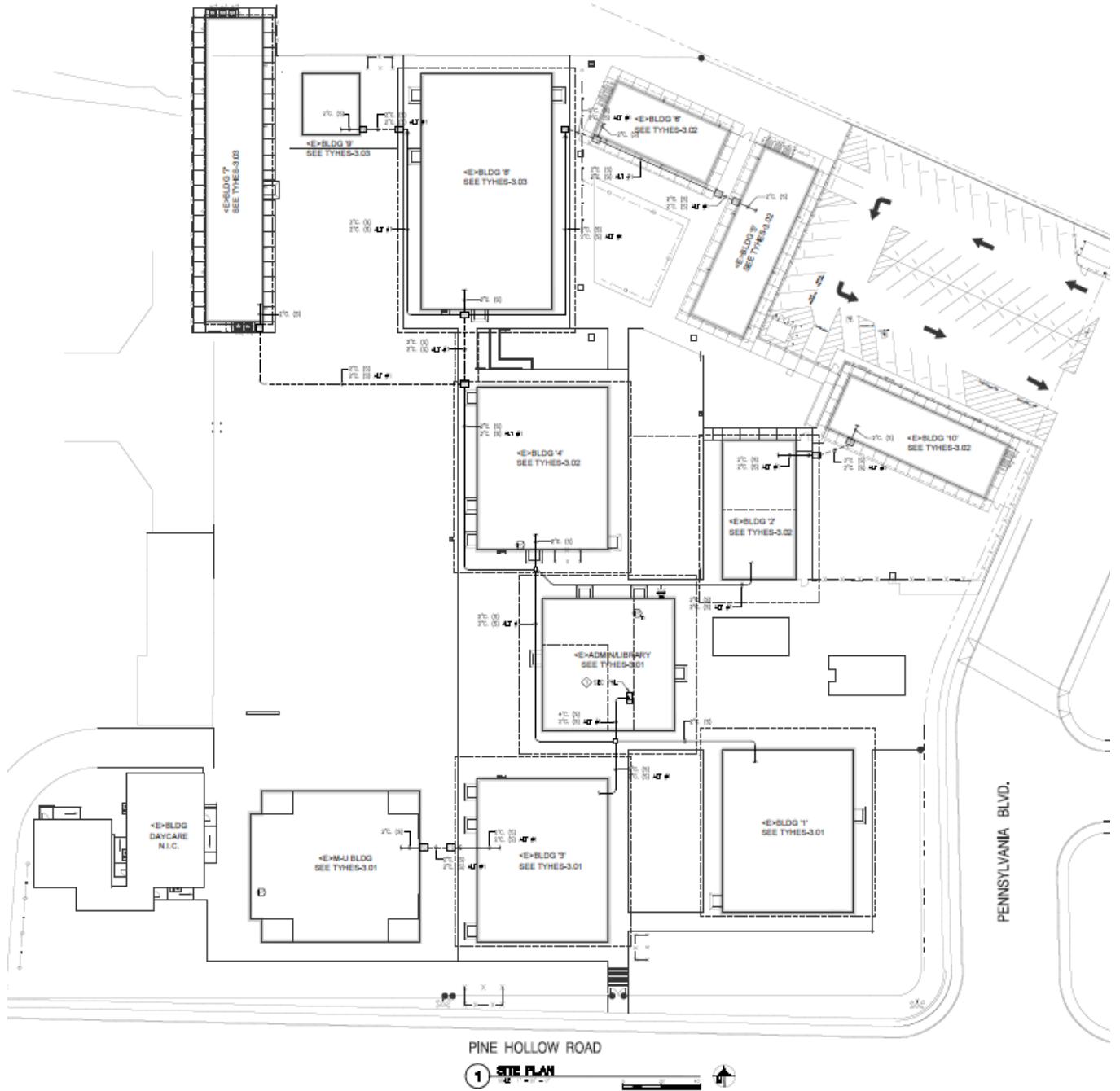


EXHIBIT "B-17"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Meadow Homes Elementary School
1371 Detroit Avenue, Concord CA 94518

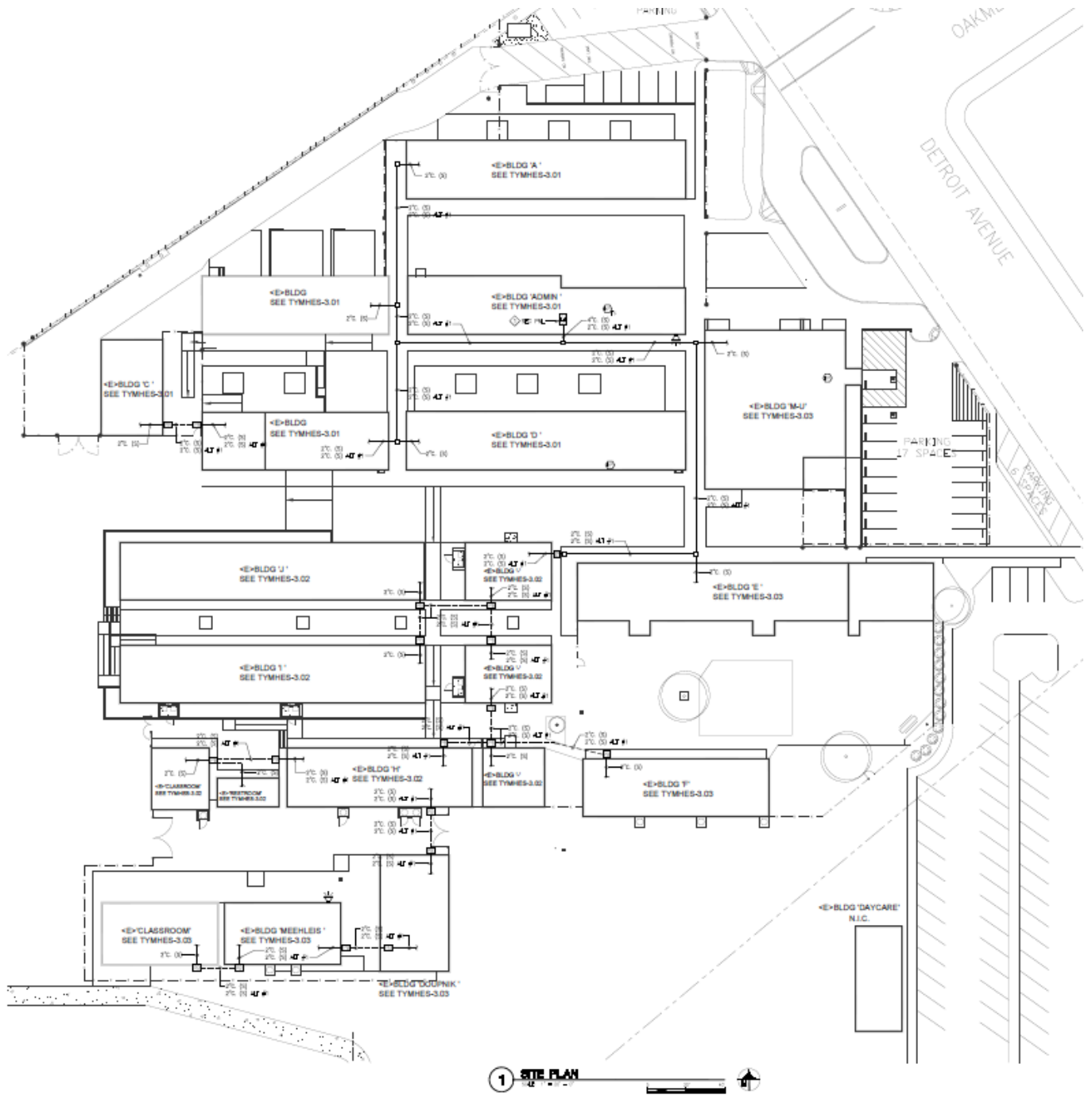


EXHIBIT "B -18"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Mountain View Elementary School
1705 Thornwood Drive, Concord, CA 94521

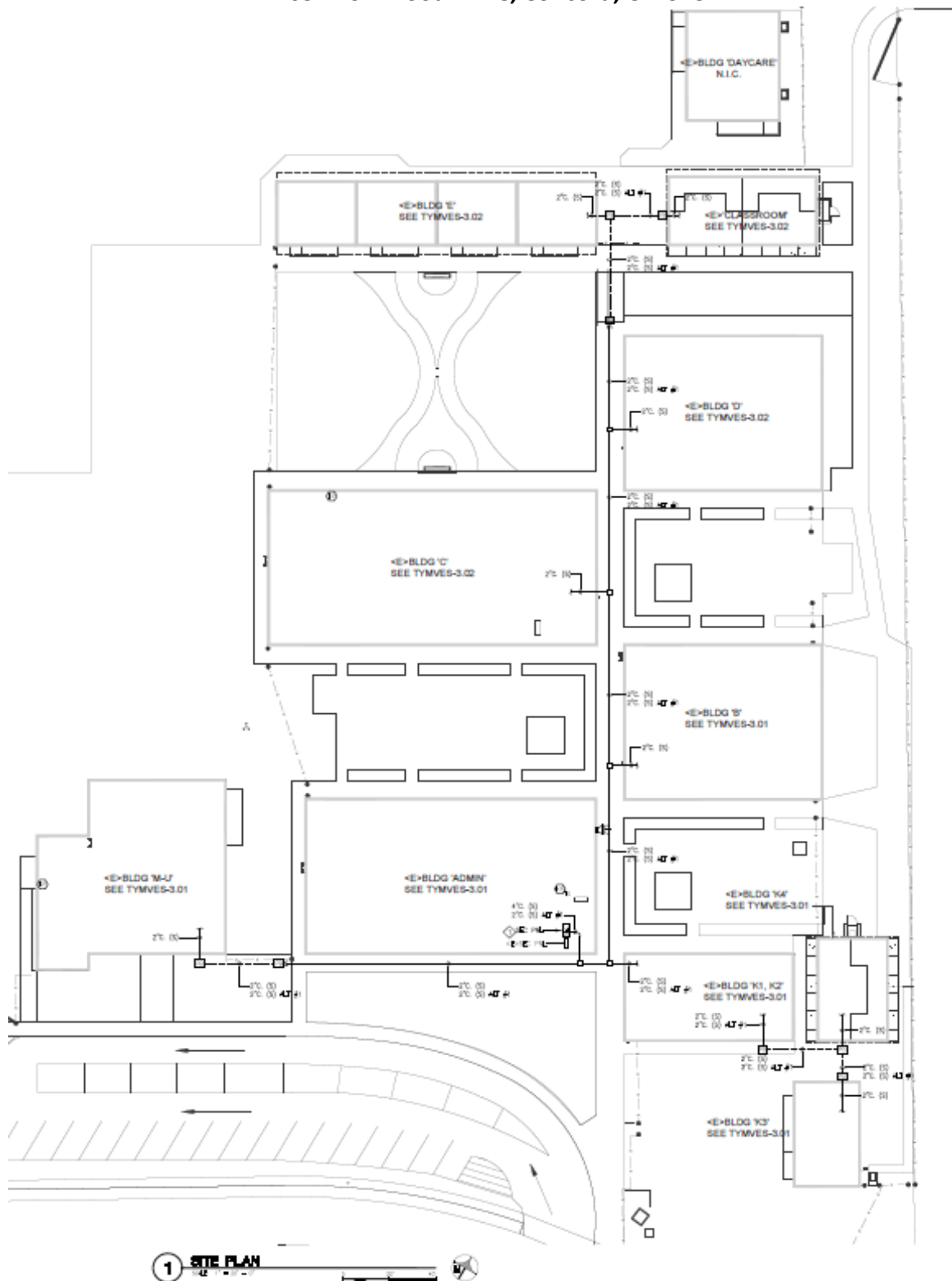


EXHIBIT "B -19"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Pine Hollow Middle School
5522 Pine Hollow Road, Concord, CA 94521

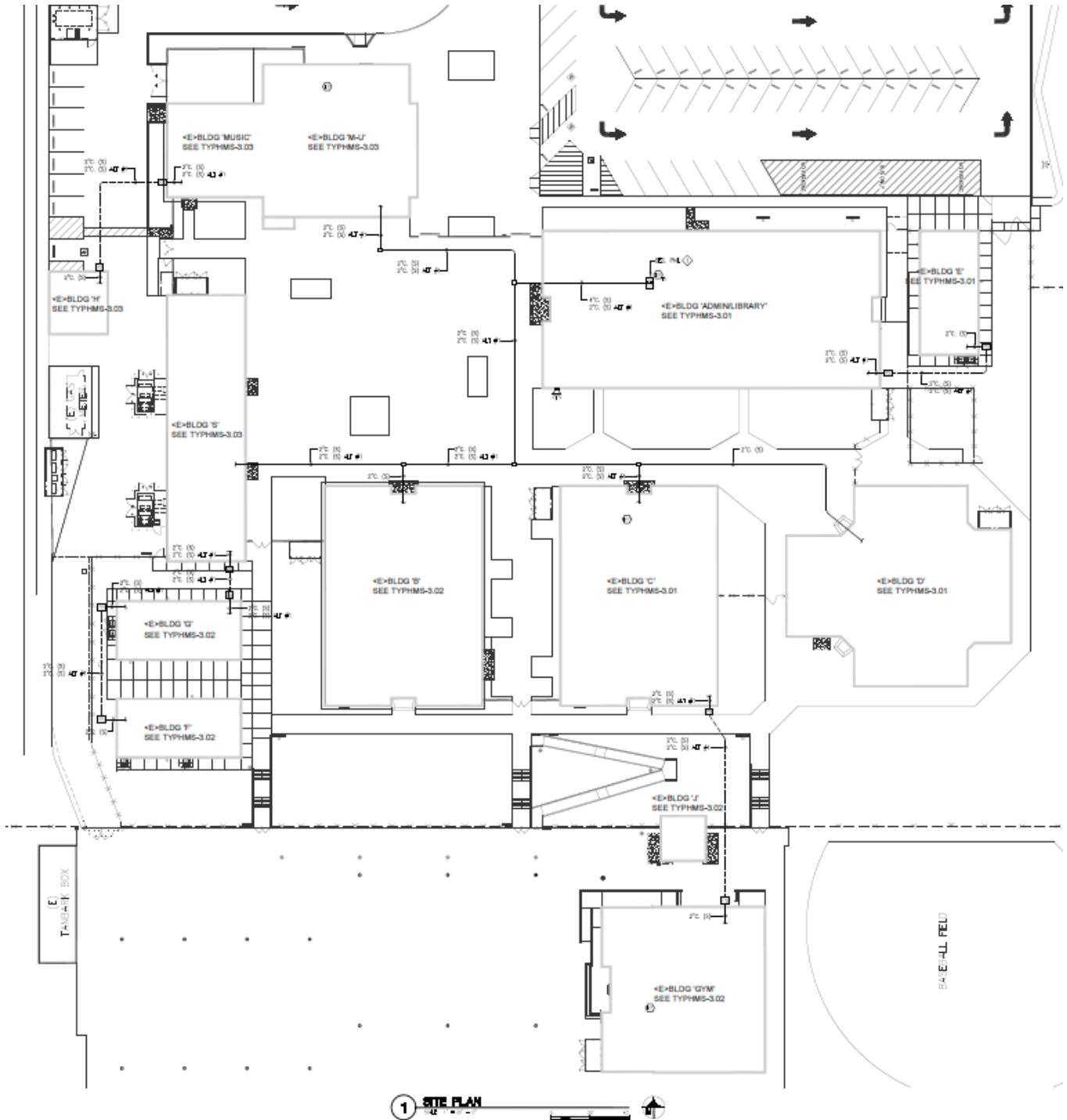


EXHIBIT "B-20"
DESCRIPTION OF SCHOOL SITE
 Attached is the Legal Description for:

Rio Vista Elementary School
611 Pacifica Ave, Bay Point, CA 94565

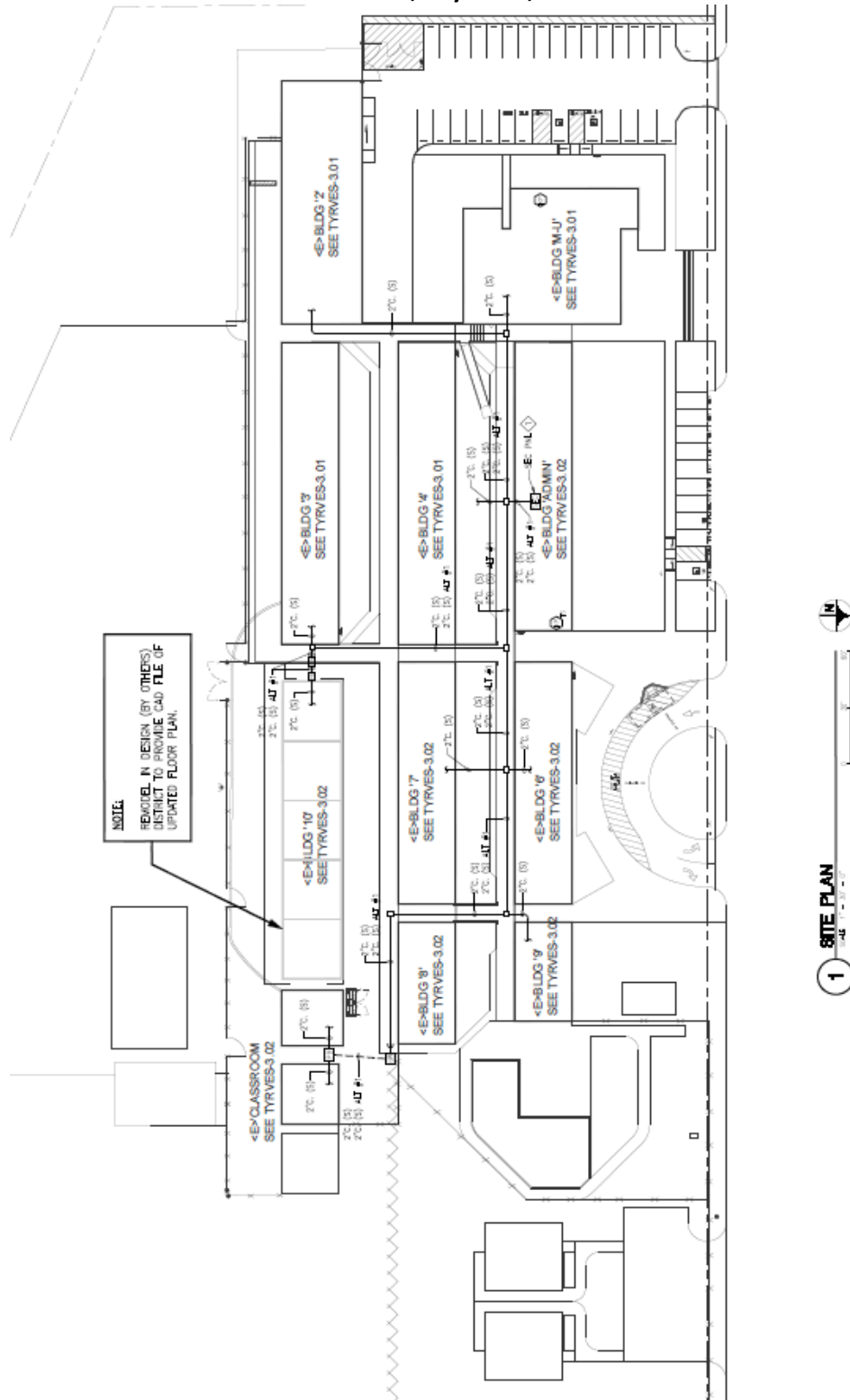


EXHIBIT "B-21"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Shore Acres Elementary School
351 Marina Road, Bay Point, CA 94565

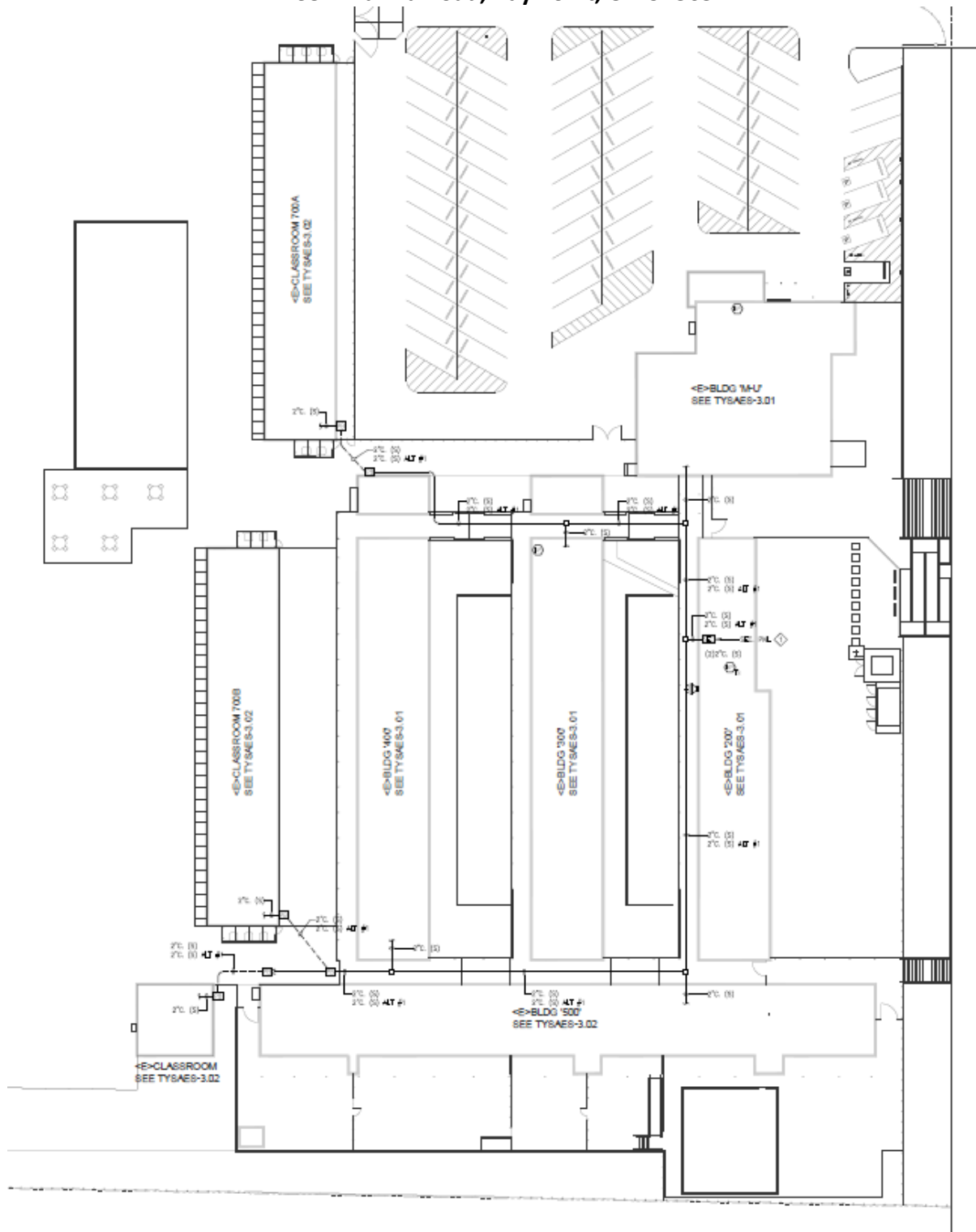


EXHIBIT "B-22"
DESCRIPTION OF SCHOOL SITE
 Attached is the Legal Description for:
Sequoia Middle School
265 Boyd Road, Pleasant Hill, CA 94523

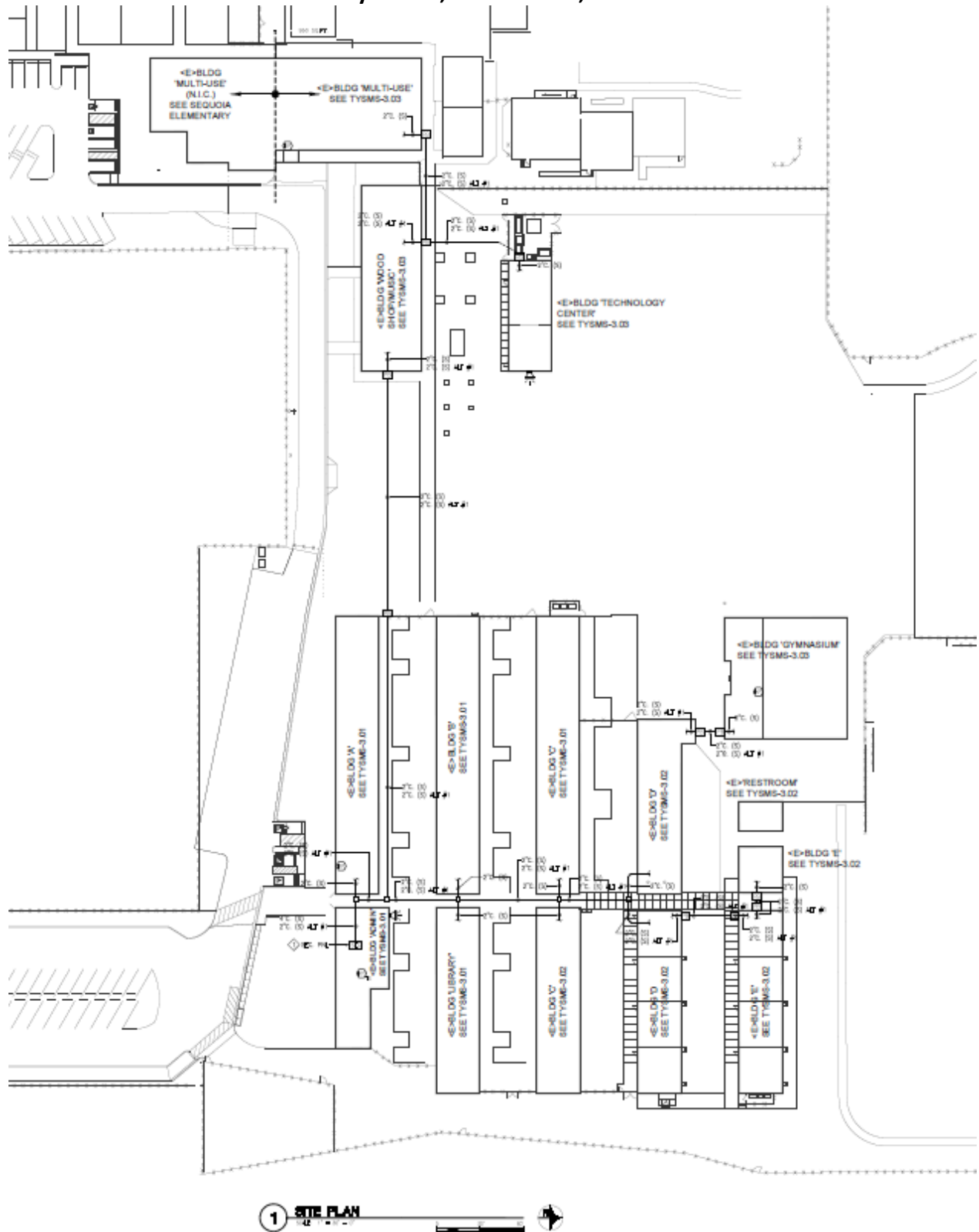


EXHIBIT "B -23"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Sun Terrace Elementary School
2448 Floyd Lane, Concord, CA 94520

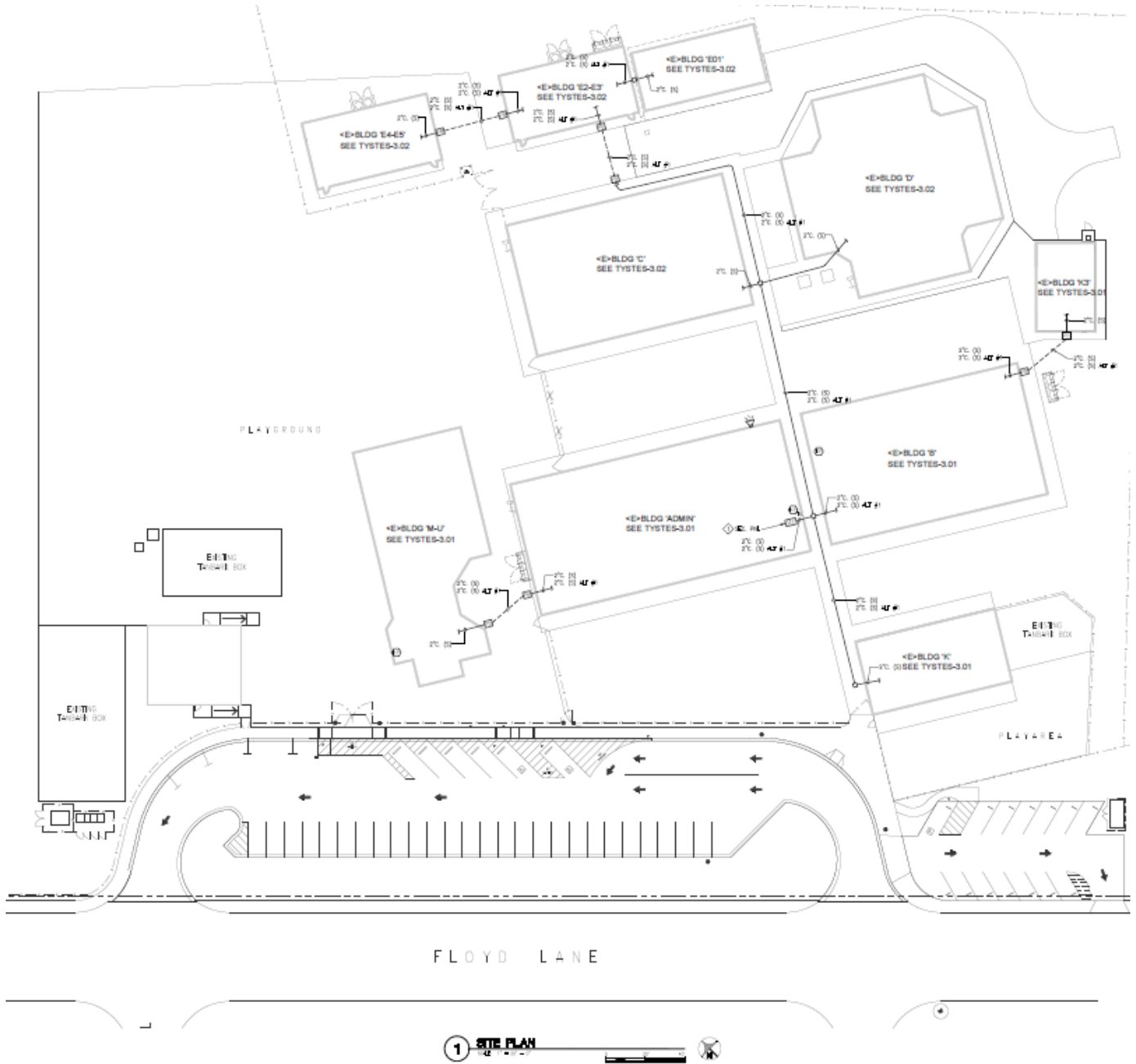


EXHIBIT "B-24"
DESCRIPTION OF SCHOOL SITE
 Attached is the Legal Description for:
Wren Ave Elementary School
3339 Wren Avenue, Concord, CA 94519

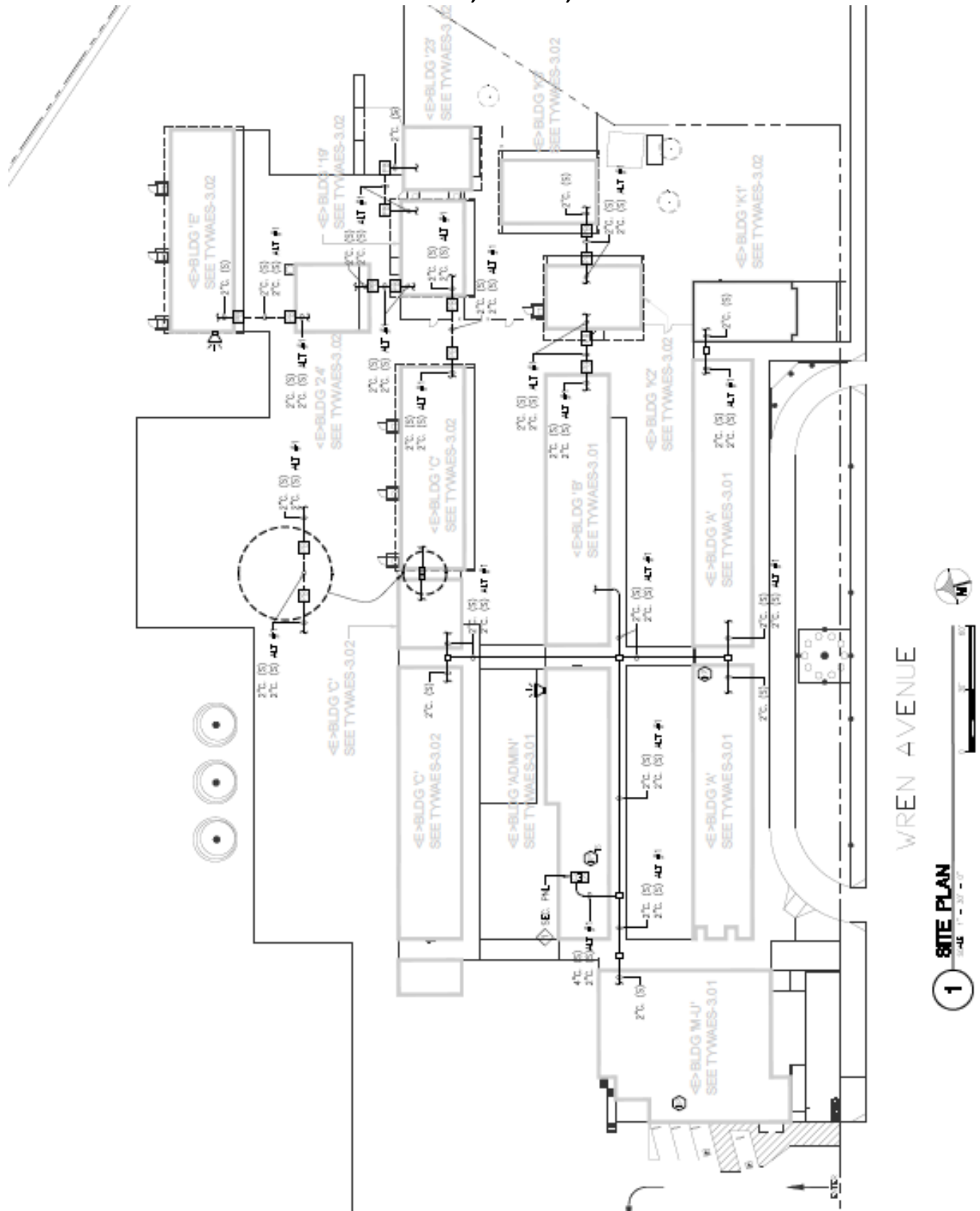


EXHIBIT "B-25"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Bancroft Elementary School
2200 Parish Drive, Walnut Creek, CA 94596

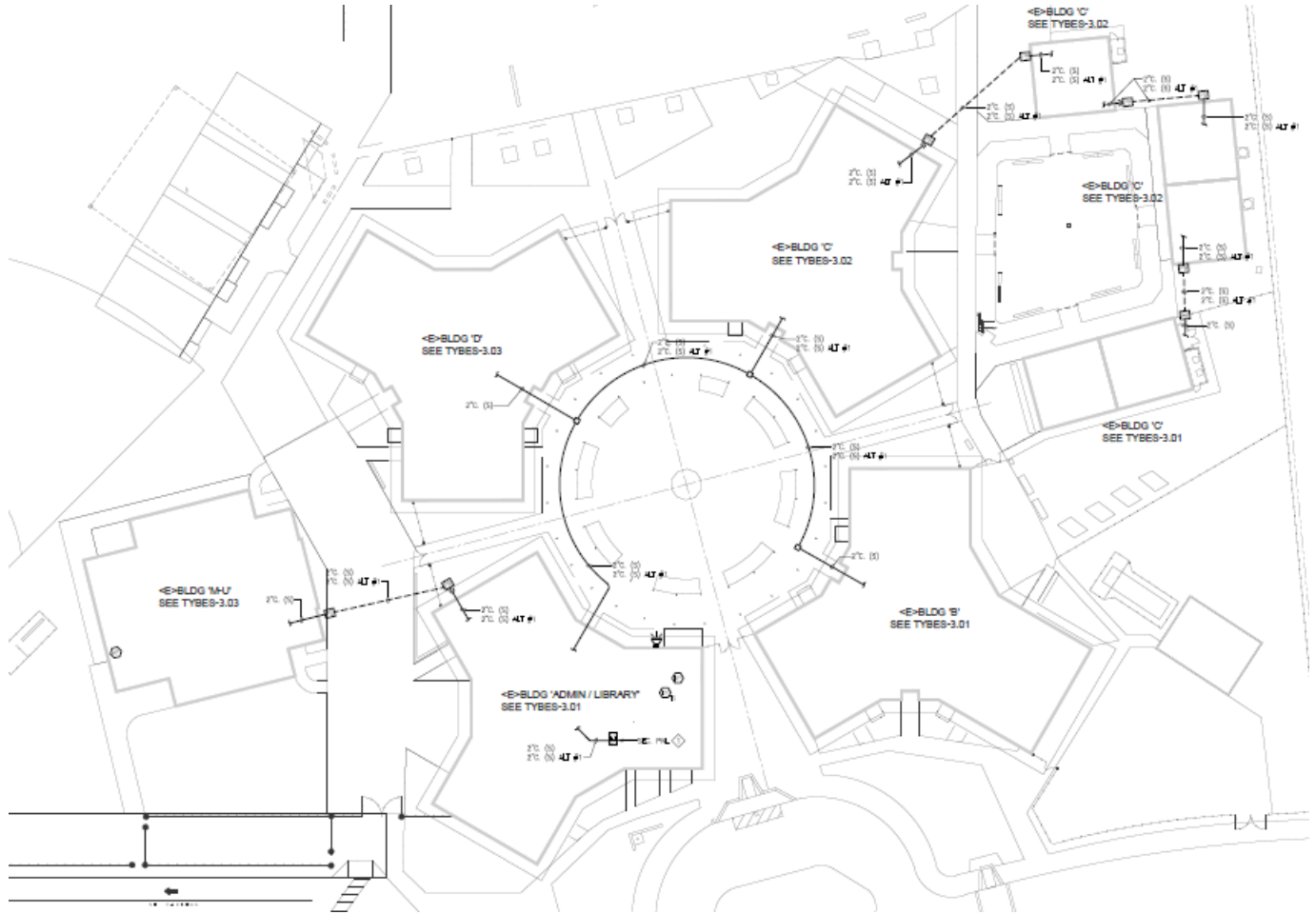


EXHIBIT "B-26"
DESCRIPTION OF SCHOOL SITE

Attached is the Legal Description for:

Monte Gardens Elementary School
3841 Larkspur Drive, Concord, CA 94519



EXHIBIT "B -27"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Pleasant Hill Elementary School
2097 Oak Park Blvd. Pleasant Hill, CA 94523

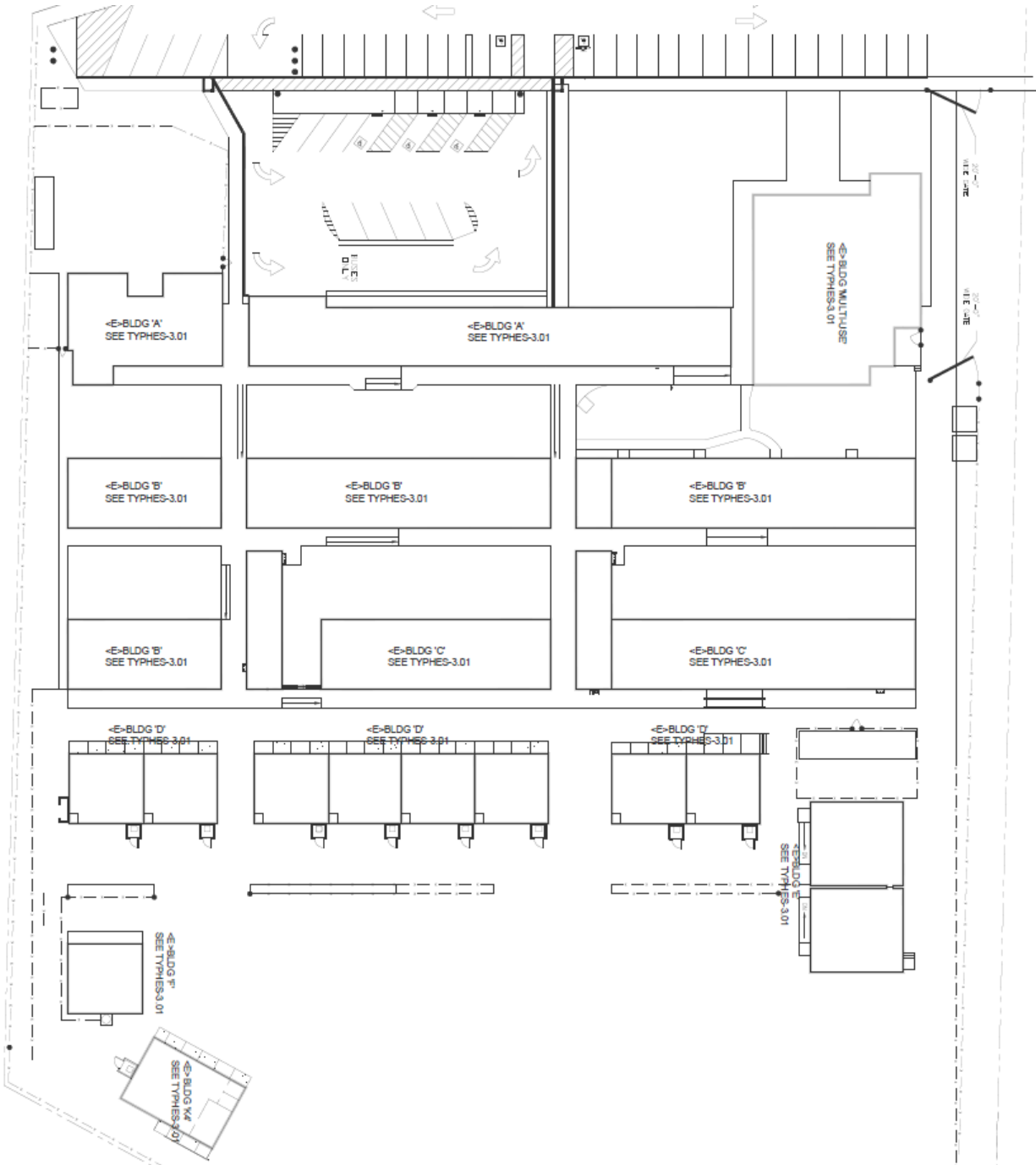


EXHIBIT "B-28"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Olympic High School
2730 Salvio Street, Concord CA 94519

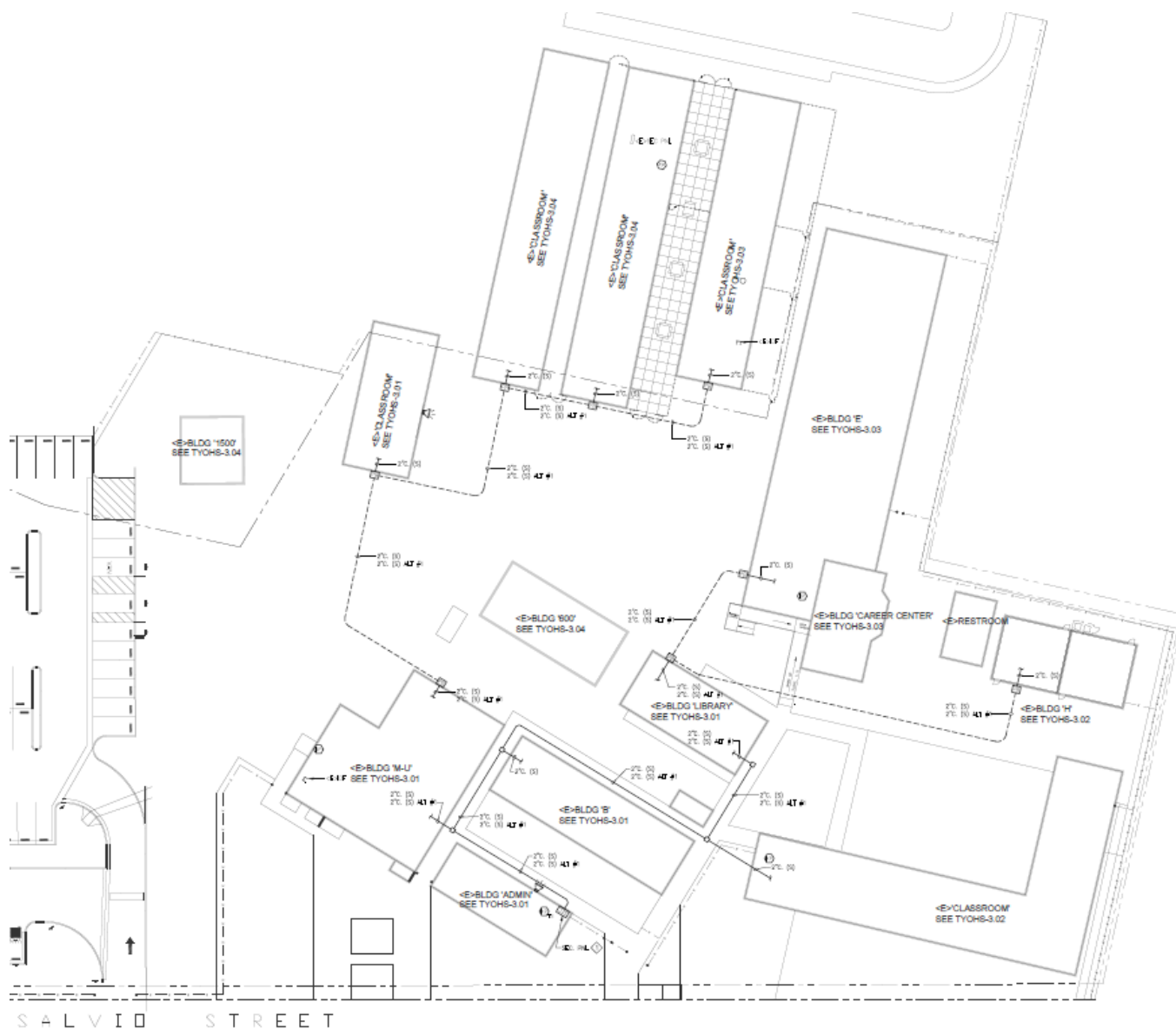


EXHIBIT "B -29"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Pleasant Hill Middle School / Education Centers
One Santa Barbara Road, Pleasant Hill CA 94523

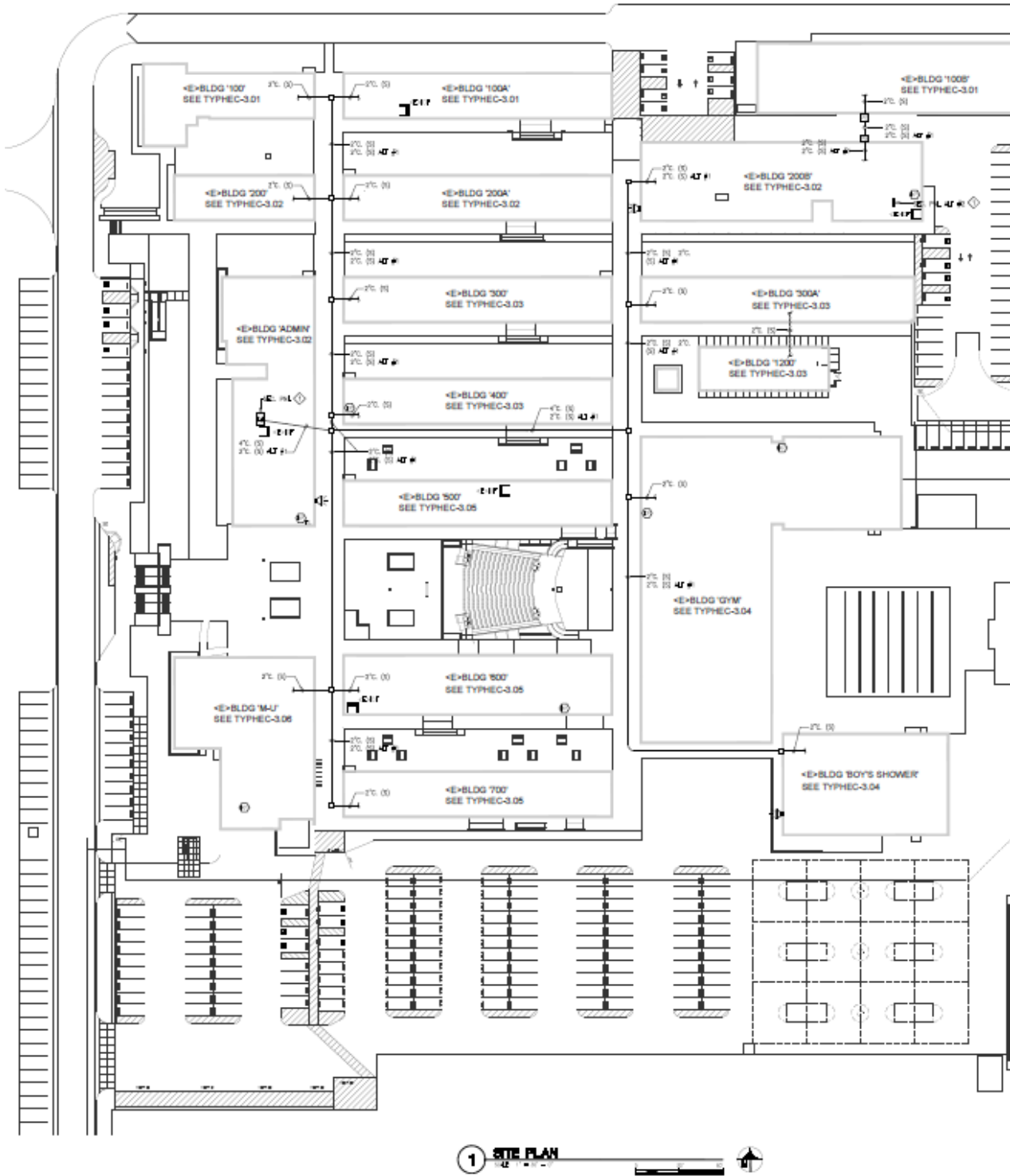


EXHIBIT "B -30"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Sequoia Elementary School
277 Boyd Drive, Pleasant Hill CA 94523

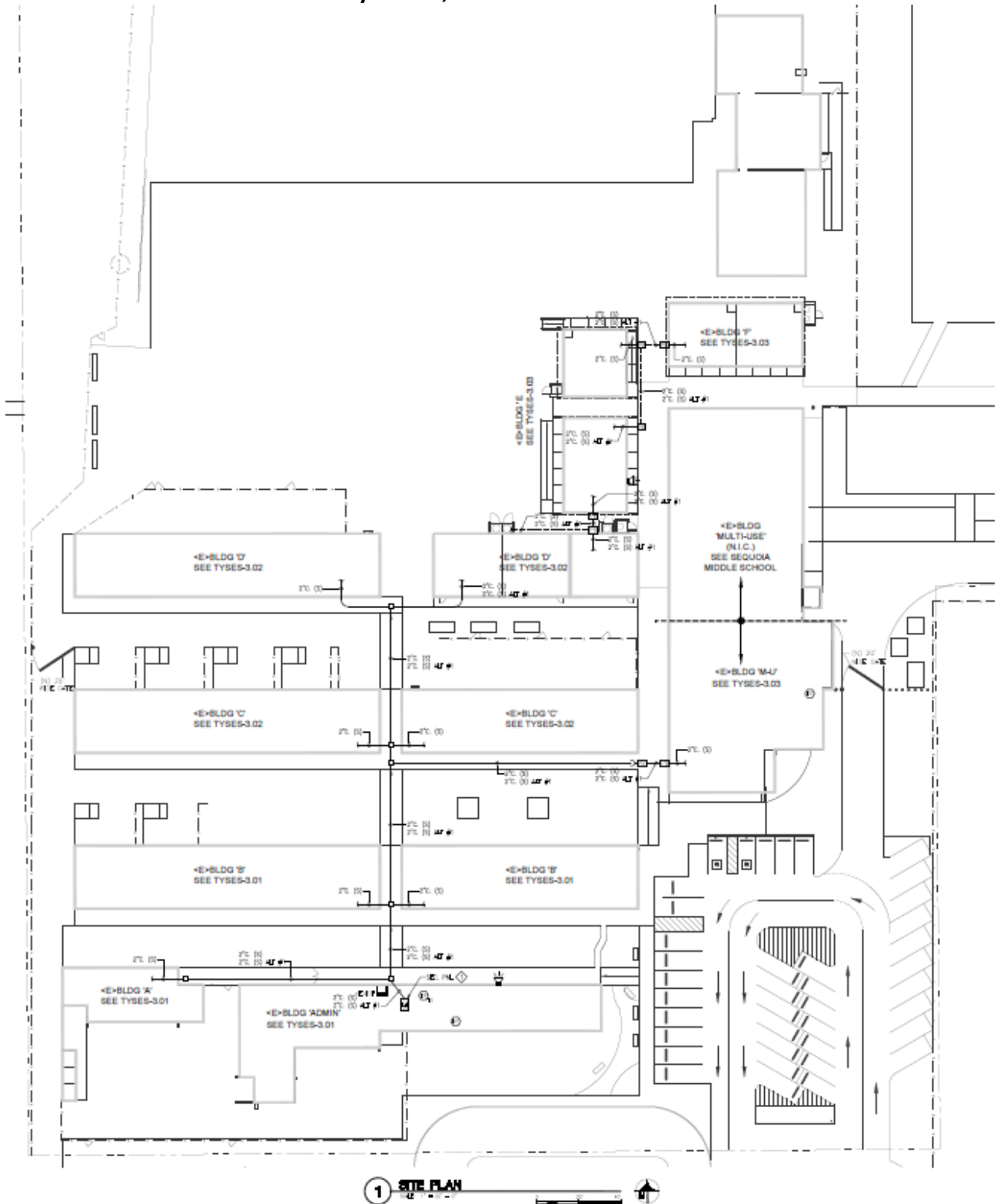


EXHIBIT "B -31"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Strandwood Elementary School
416 Gladys Drive, Pleasant Hill, CA 94523

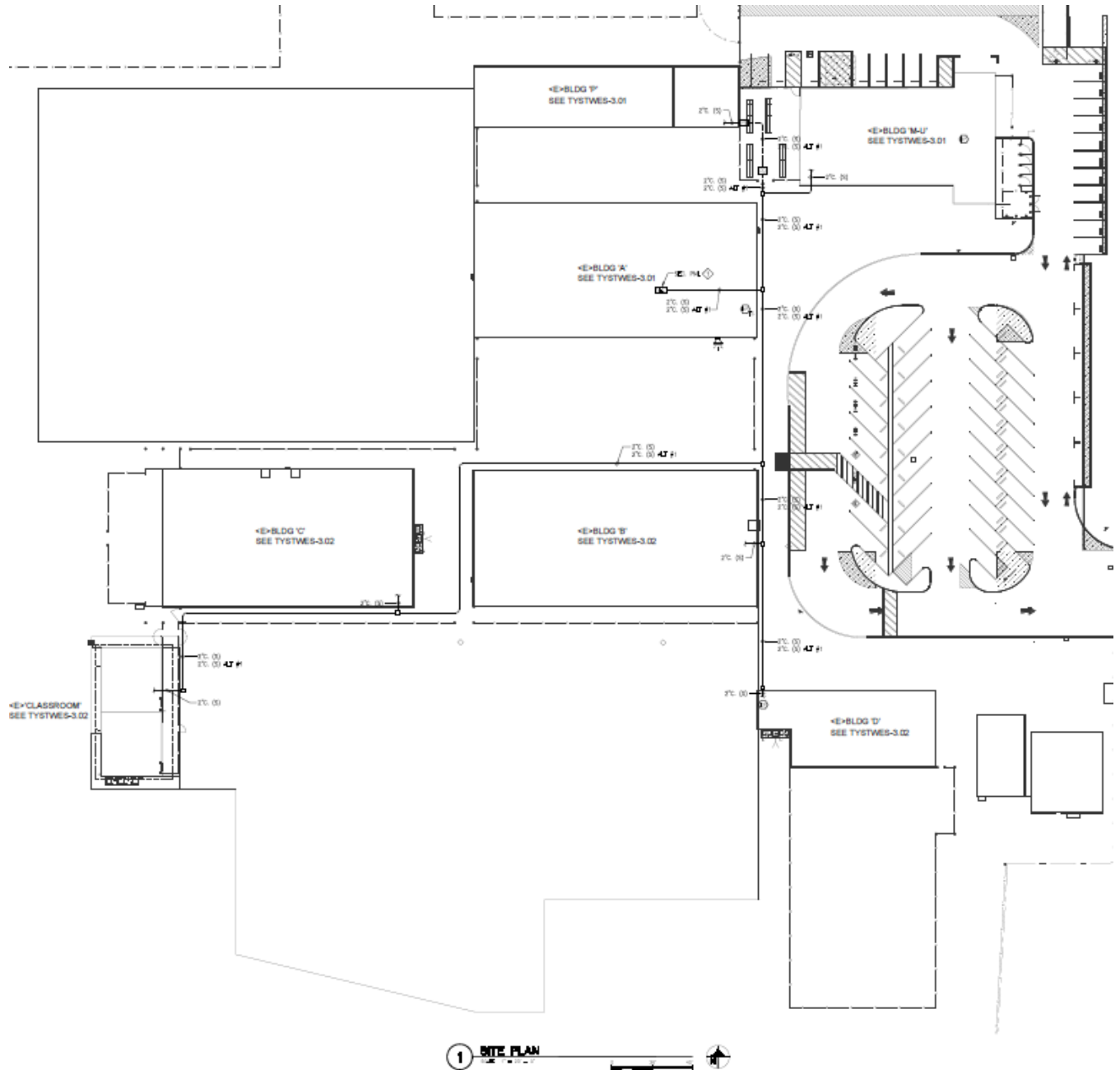
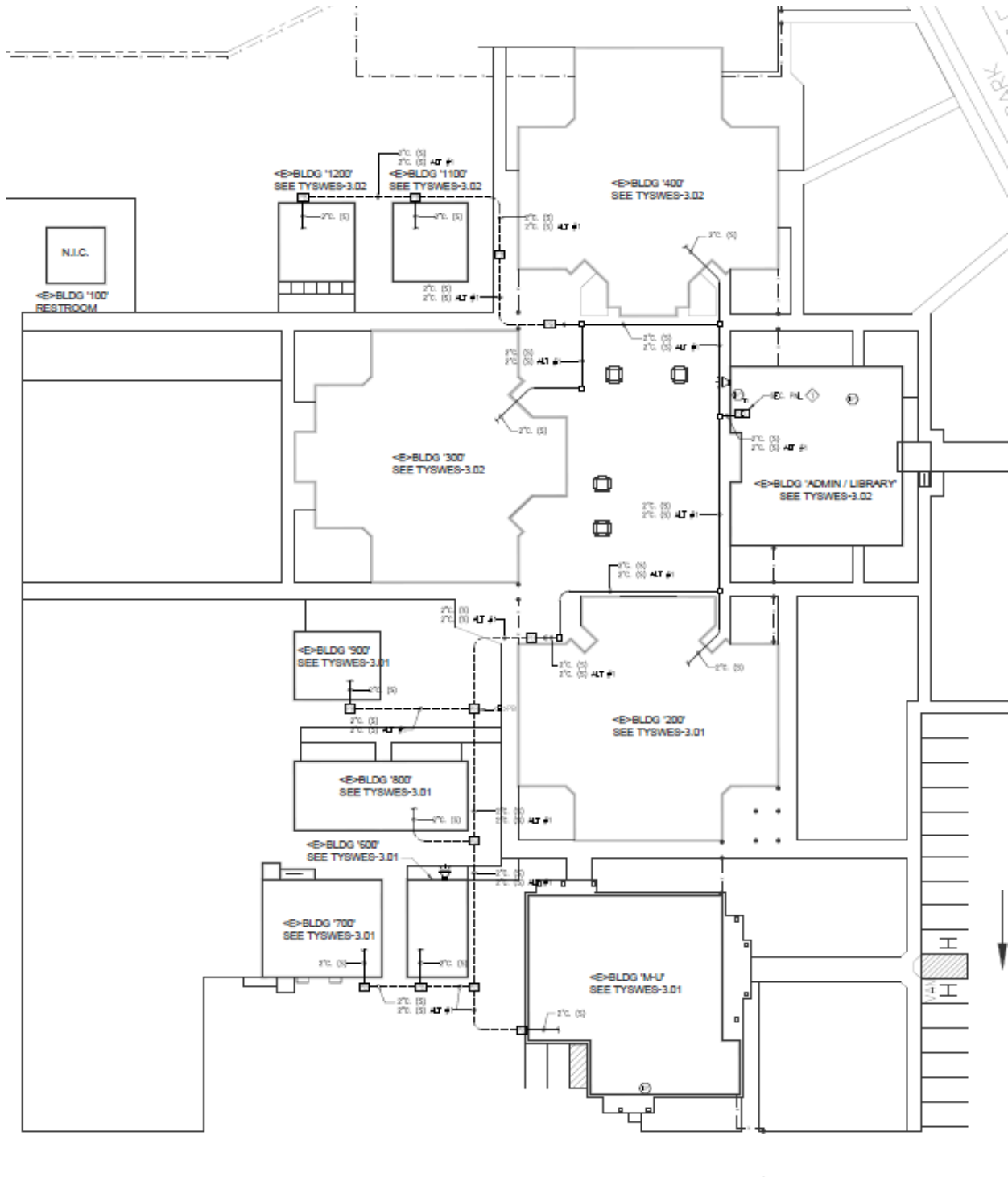


EXHIBIT "B-32"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Silverwood Elementary School
1649 Claycord Ave, Concord CA, 94521



1 SITE PLAN
SCALE: 1" = 30' - 0"

EXHIBIT "B -33"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Valhalla Elementary School
530 Kiki Drive, Pleasant Hill, CA 94523

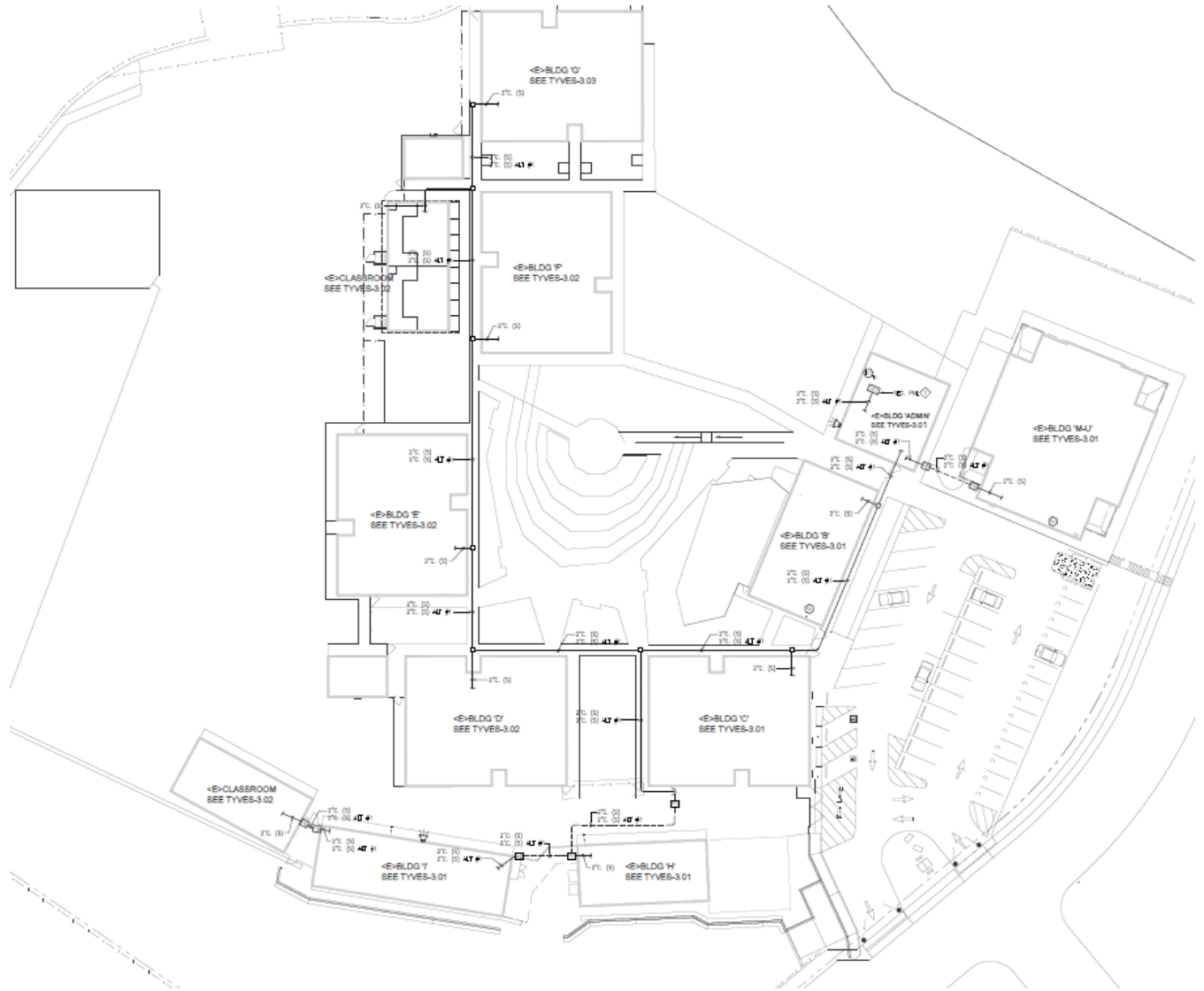
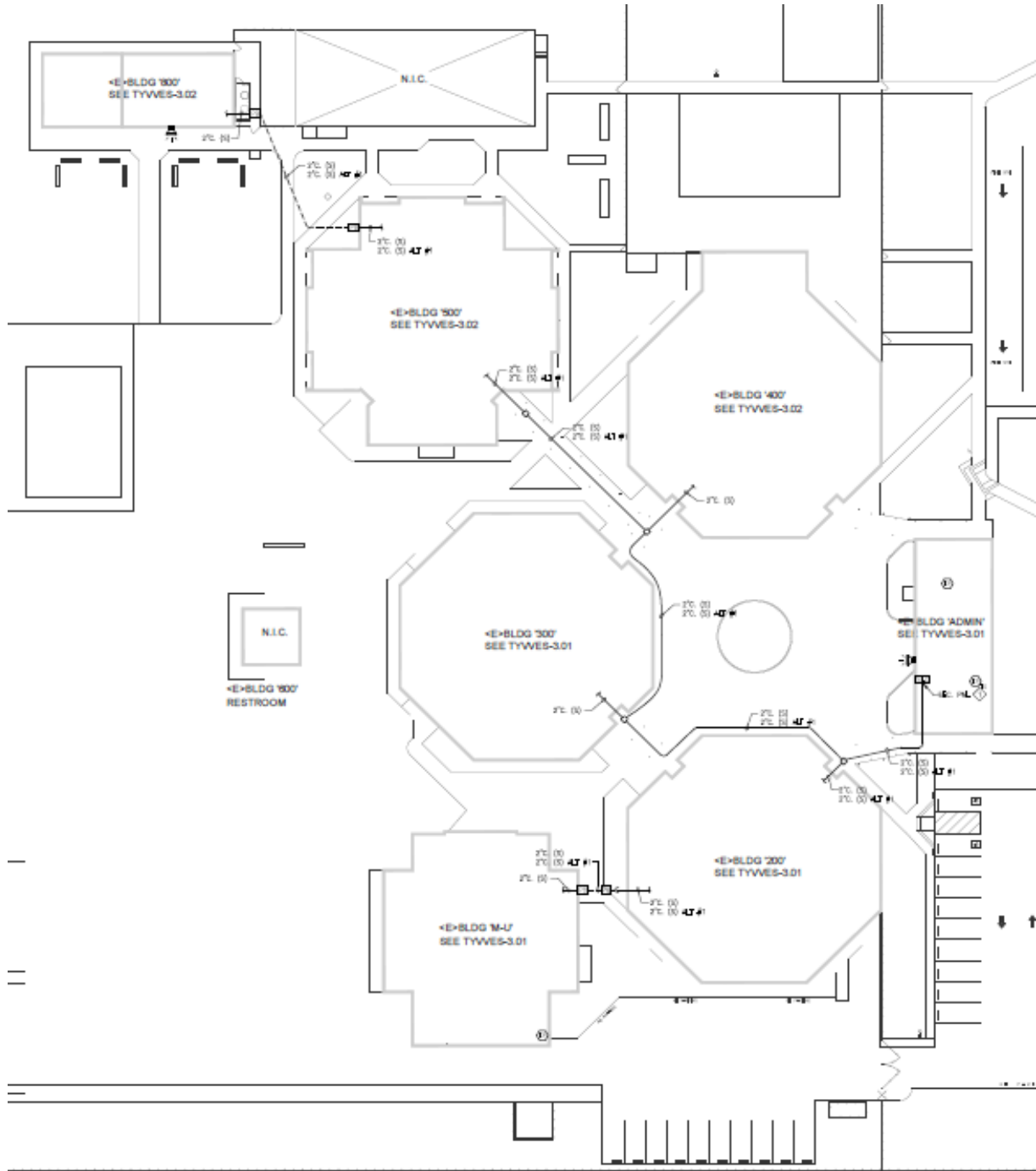


EXHIBIT "B-34"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Valle Verde Elementary School
3275 Peachwillow Lane, Walnut Creek CA, 94598



1 SITE PLAN

EXHIBIT "B-35"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Woodside Elementary School
761 San Simeon Drive, Concord CA, 94518

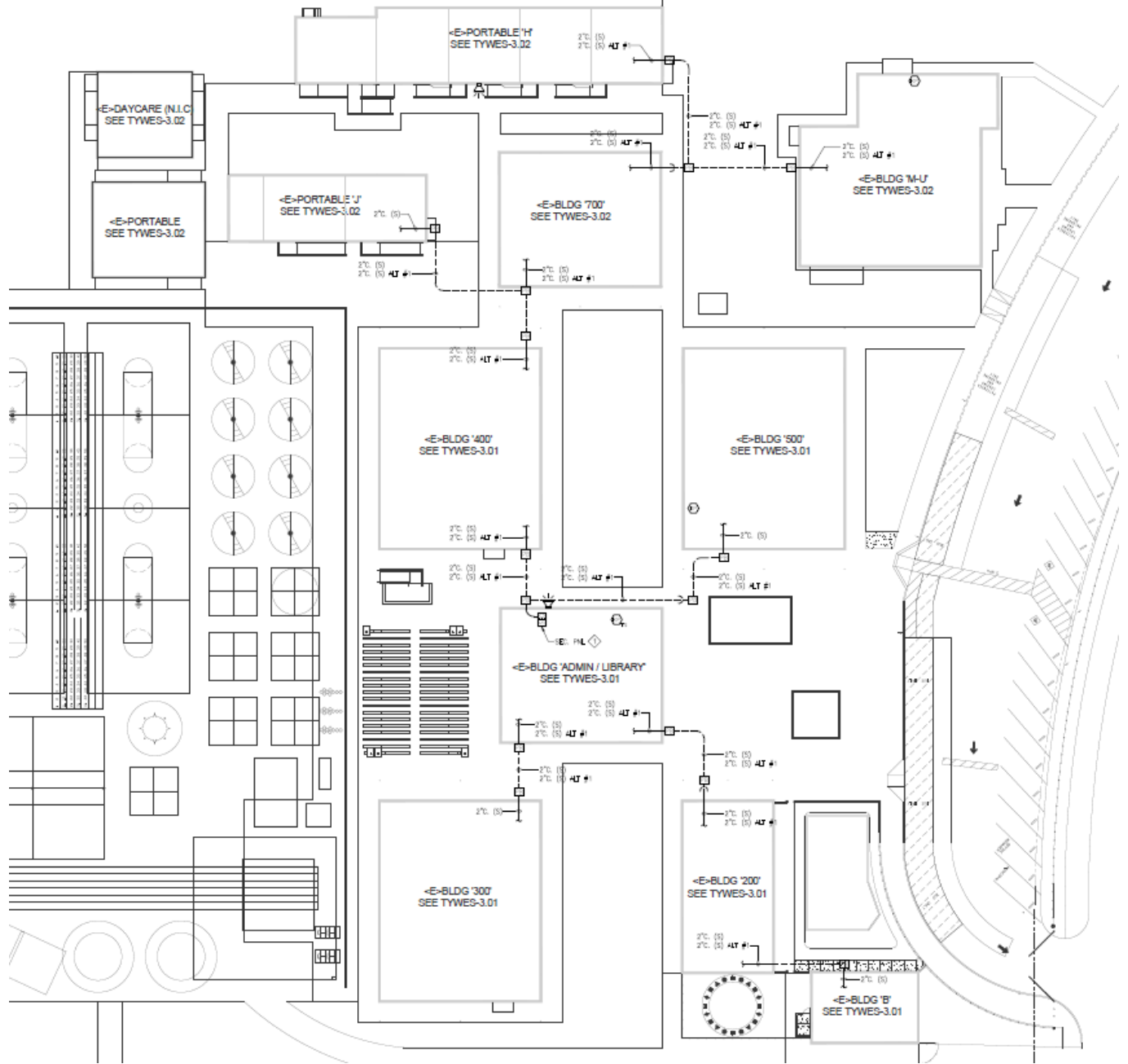


EXHIBIT "B-36"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Walnut Acres Elementary School
180 Cerezo Drive, Walnut Creek, CA 94596

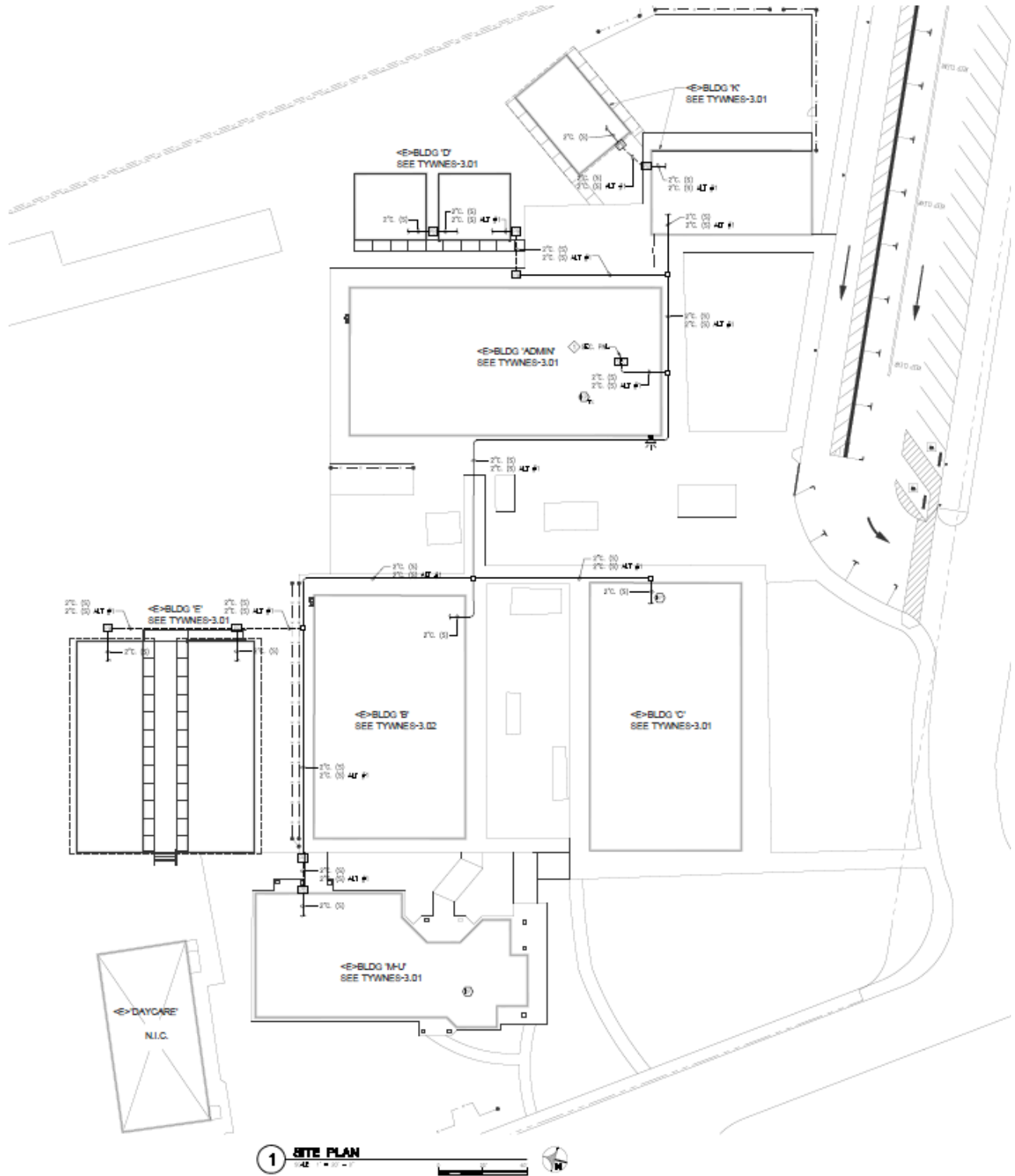


EXHIBIT "B-37"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:
Westwood Elementary School
1748 West Street, Concord, CA 94521

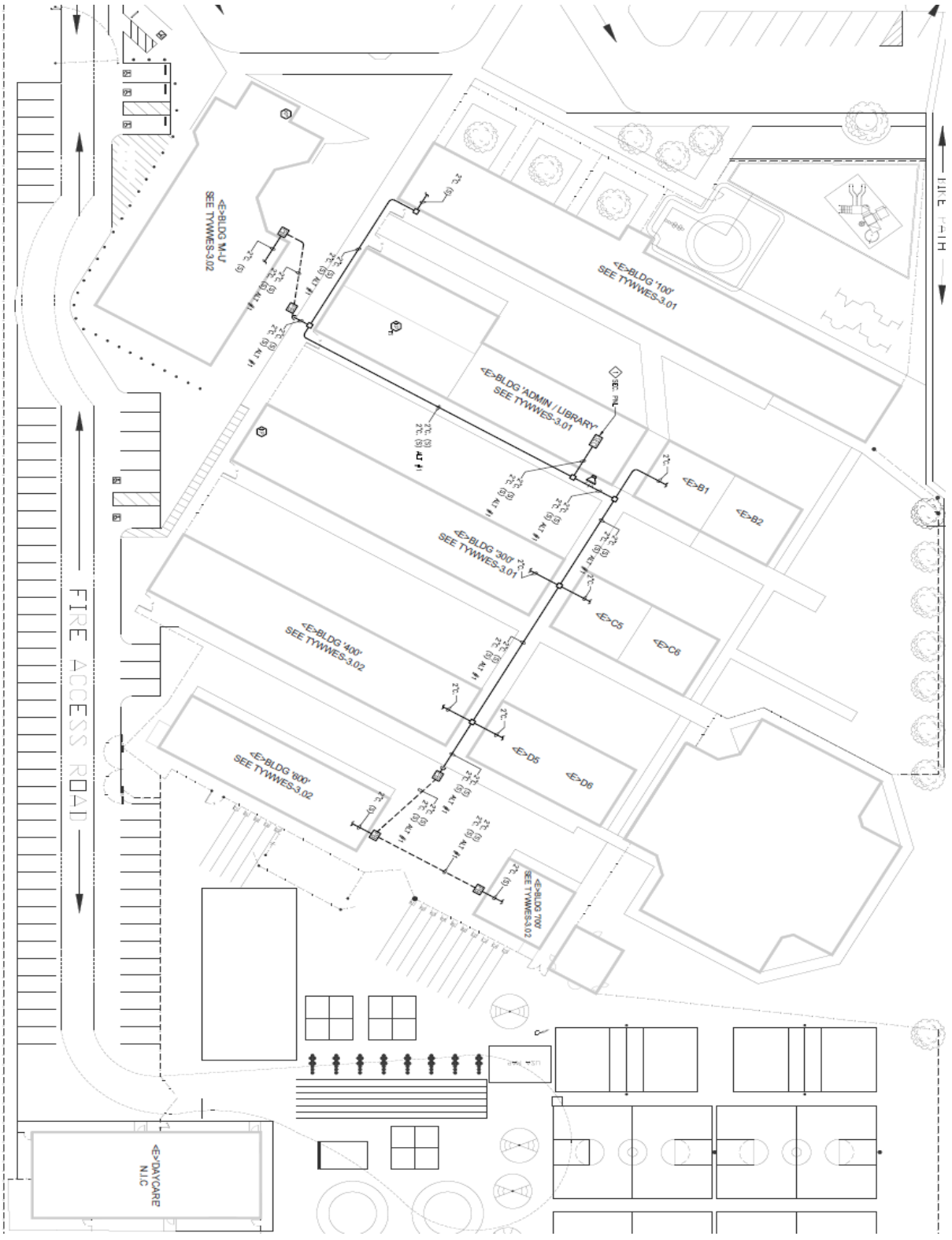


EXHIBIT "B -38"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Delta View Elementary School
2916 Rio Verde, Bay Point, CA 94565

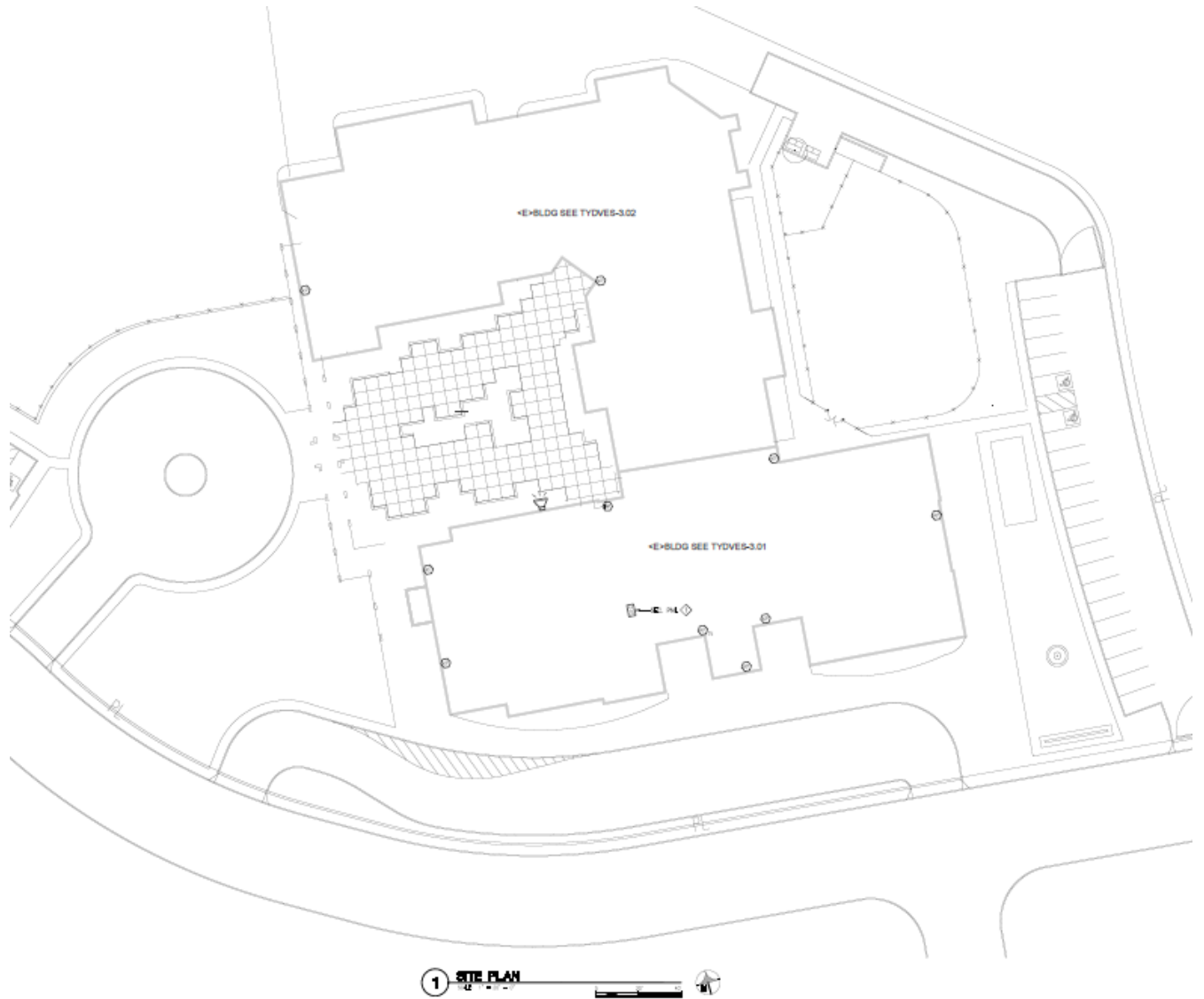


EXHIBIT "B -39"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Diablo View Middle School
300 Diablo View Lane, Clayton CA, 94517

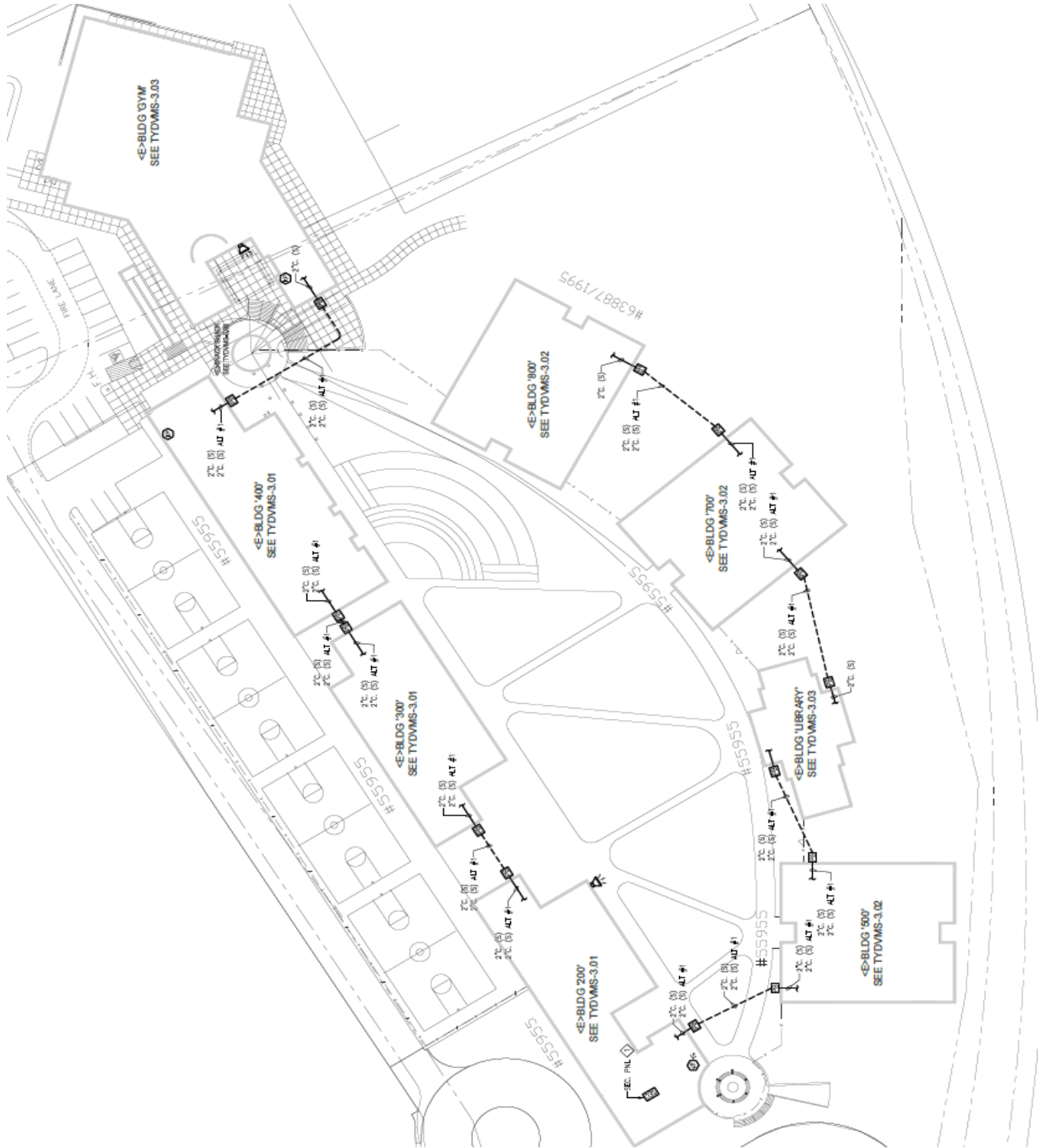


EXHIBIT "B -40"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Gregory Gardens Elementary School
1 Corritone Court, Pleasant Hill, CA 94523

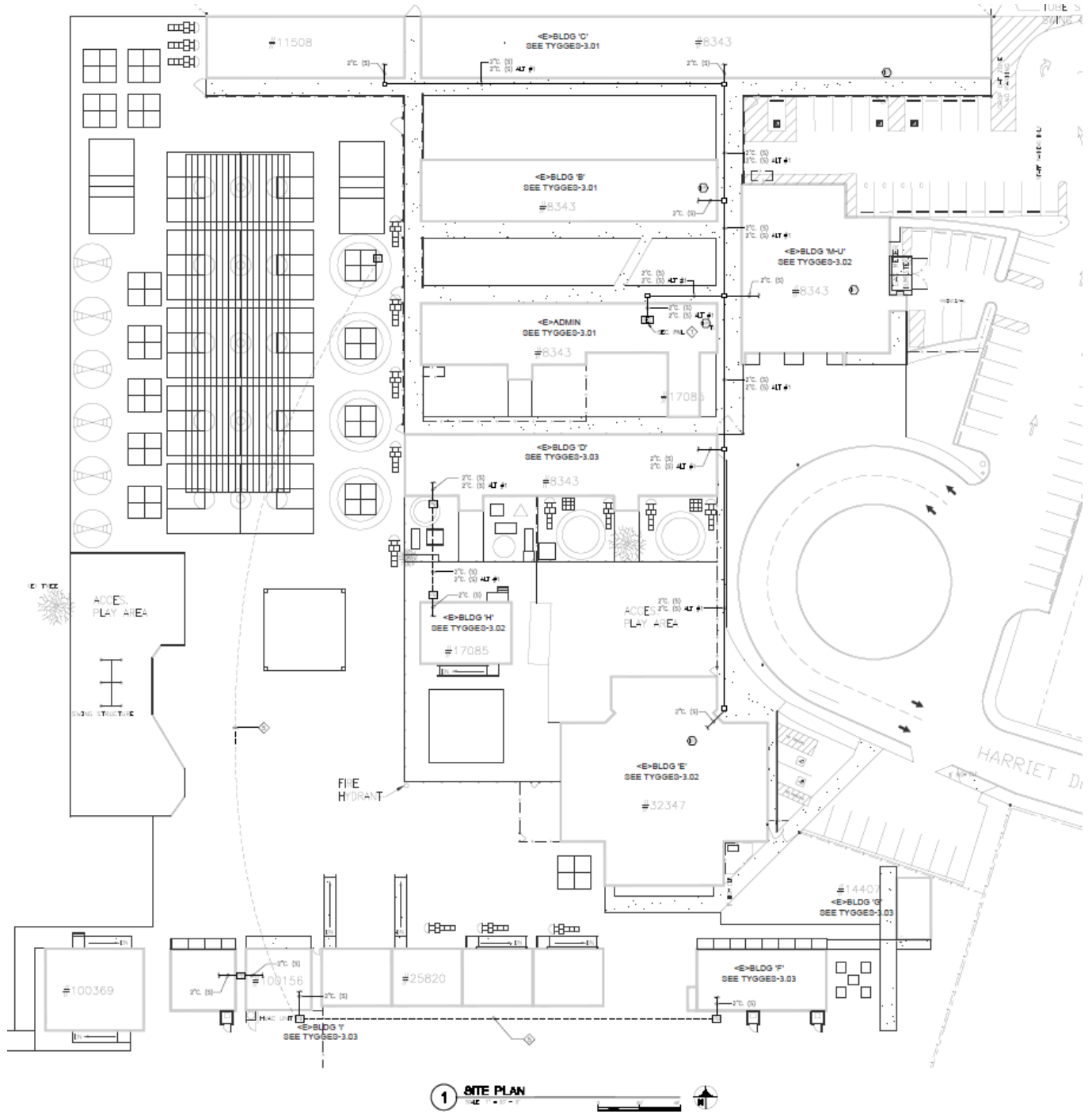


EXHIBIT "B -41"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

James Dent Administration Center
1936 Carlotta Drive, Concord, CA 94519

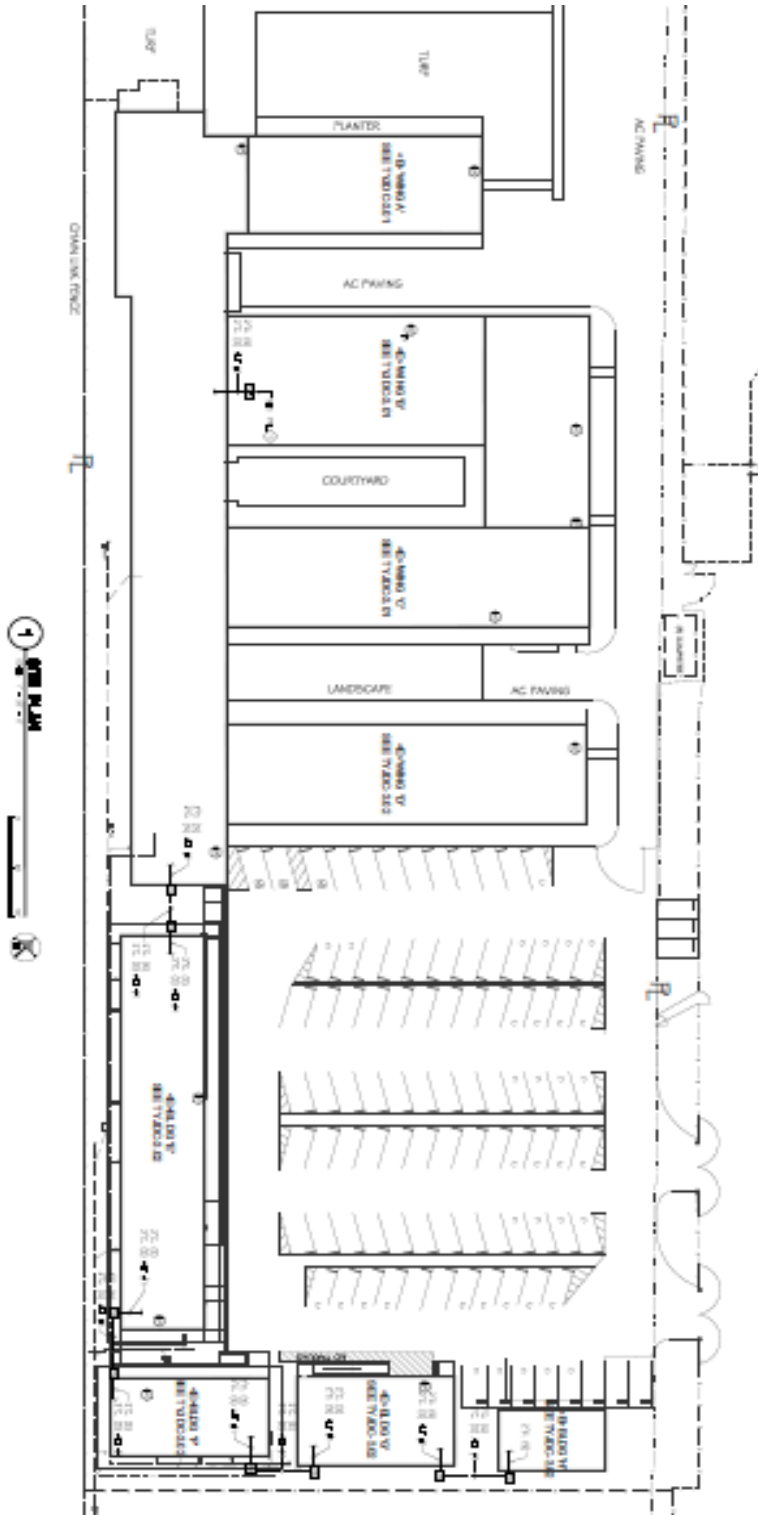


EXHIBIT "B -43"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Shadelands Center
1860 Silverwood Drive, Concord, CA 94519

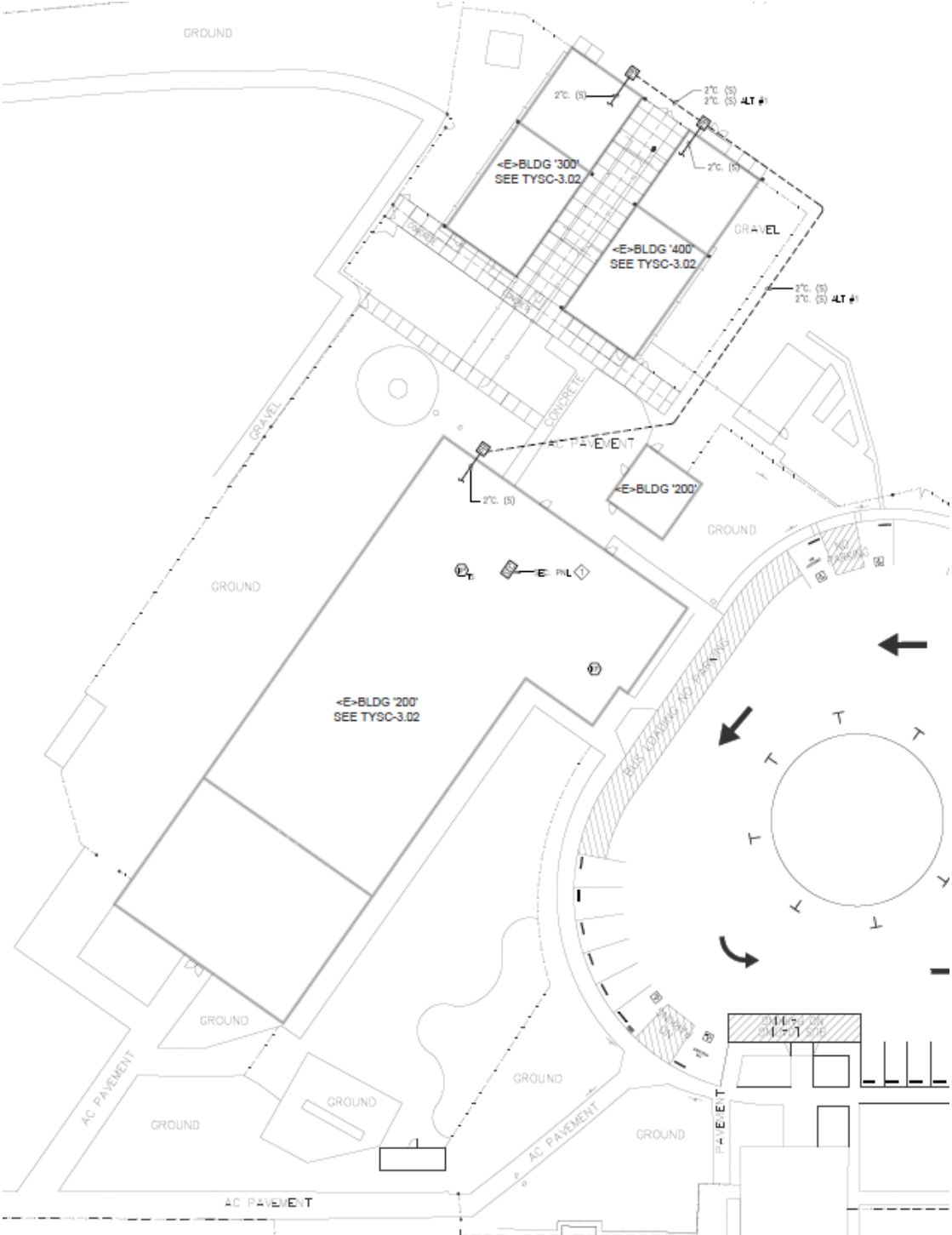


EXHIBIT "B -44"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Sunrise Elementary School
1861 Silverwood Drive, Concord, CA 94519

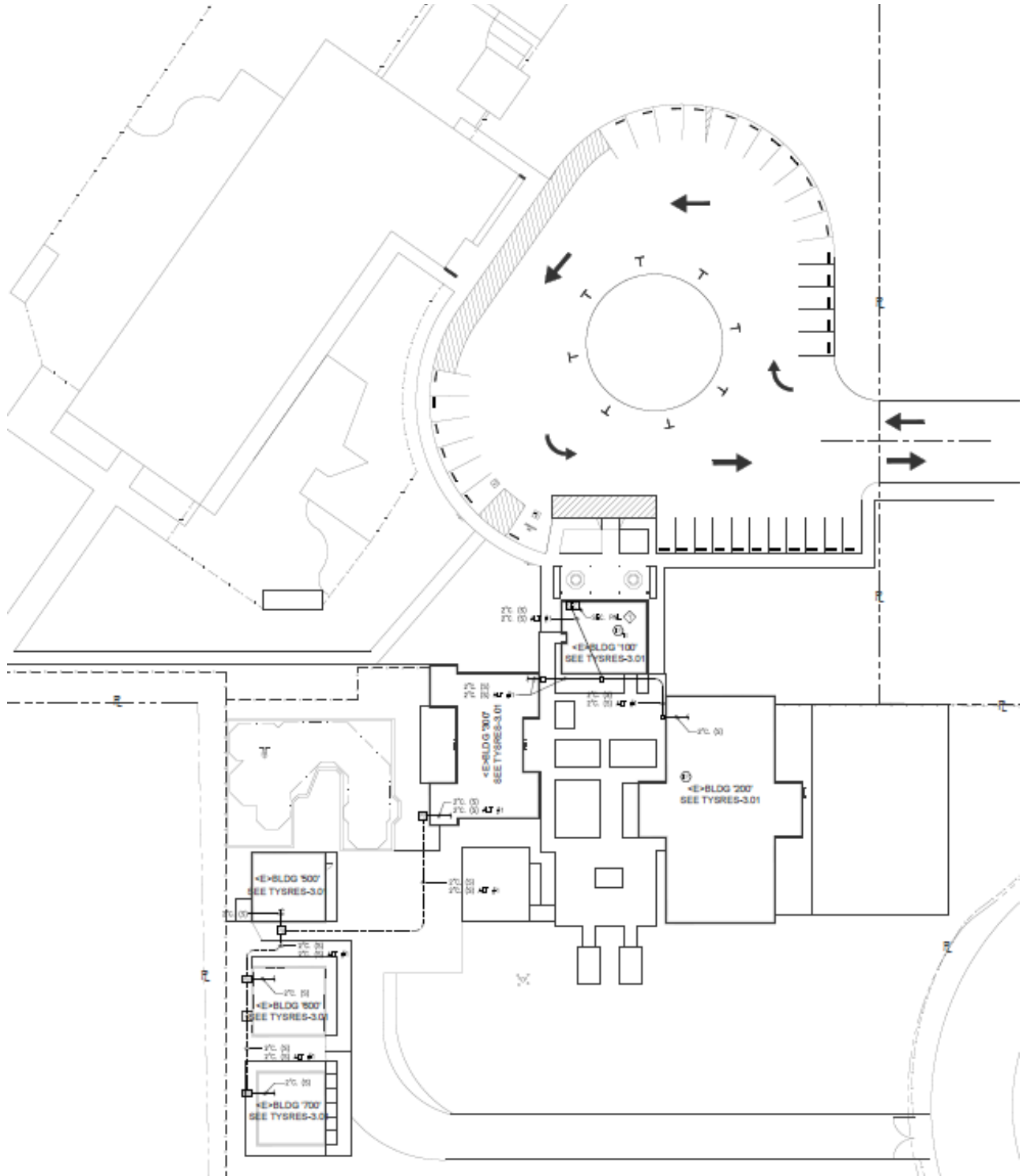


EXHIBIT "B-45"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Ayers Elementary School
5120 Myrtle Drive, Concord, CA 94521

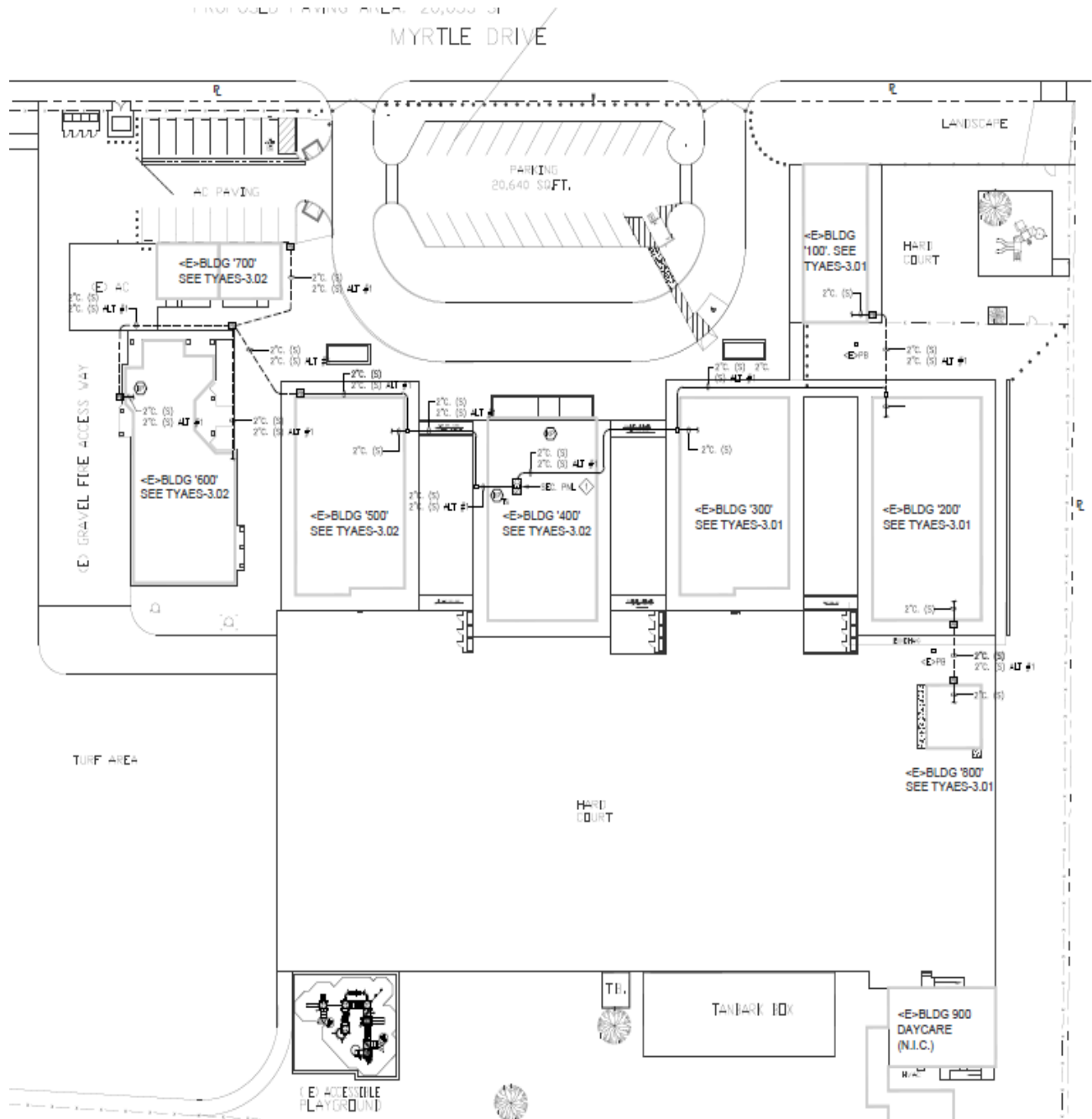


EXHIBIT "B -46"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Bel Air Elementary School
6632 Canal Road, Bay Point, CA 94565

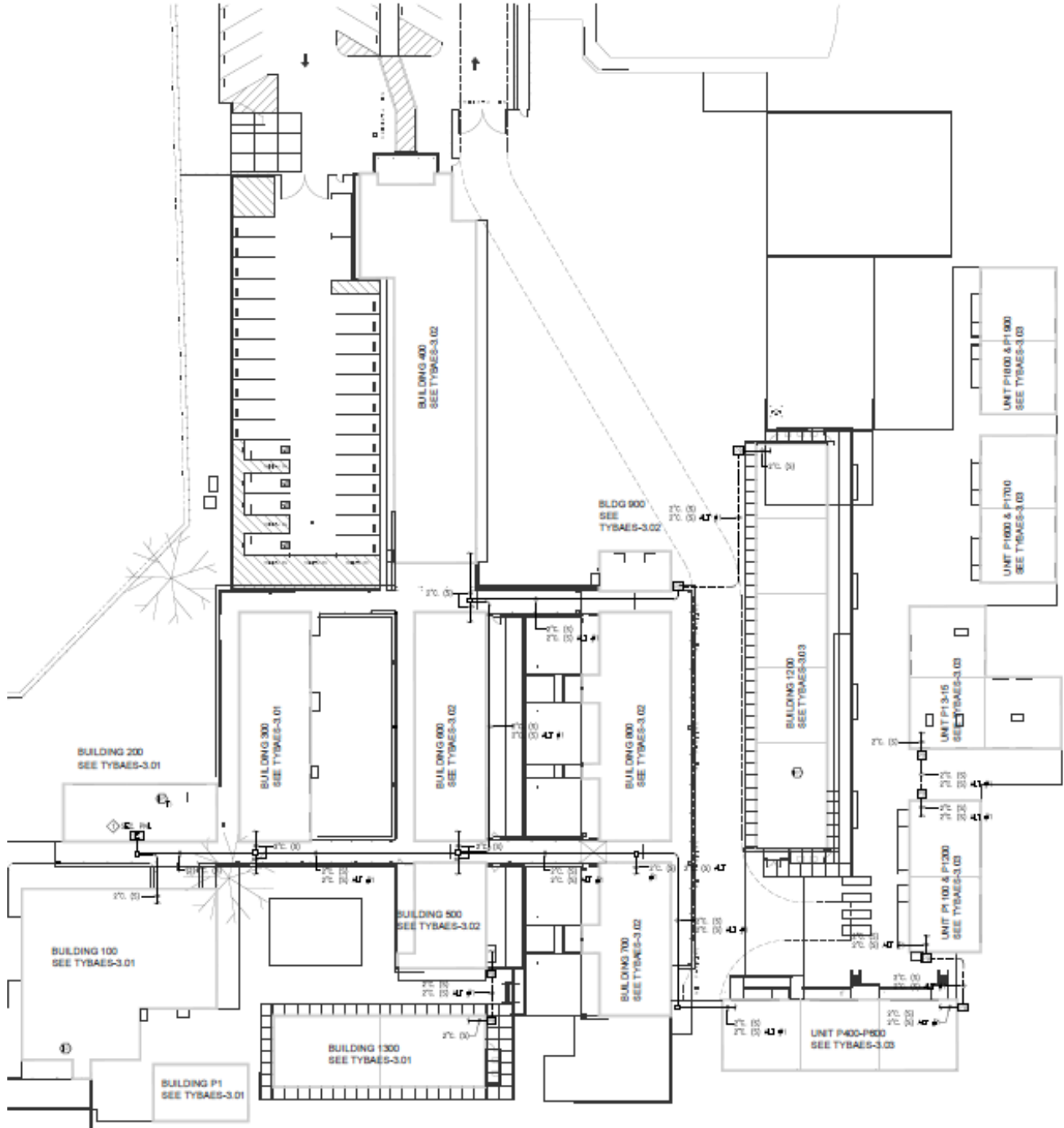


EXHIBIT "B -47"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

El Dorado Middle School
1750 West Street, Concord, CA 94521

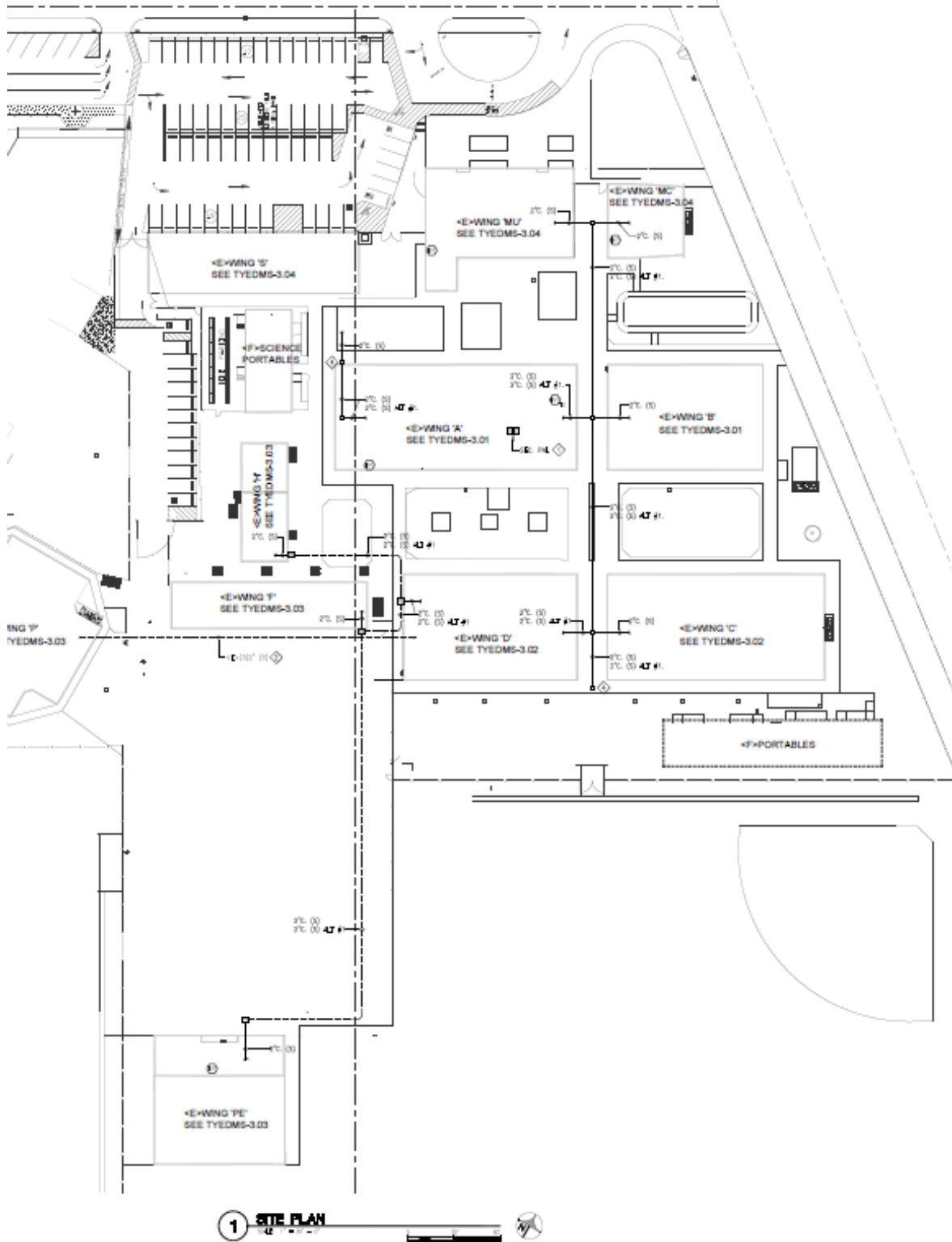


EXHIBIT "B-48"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Foothill Middle School
2775 Cedro Lane, Walnut Creek, CA 94598

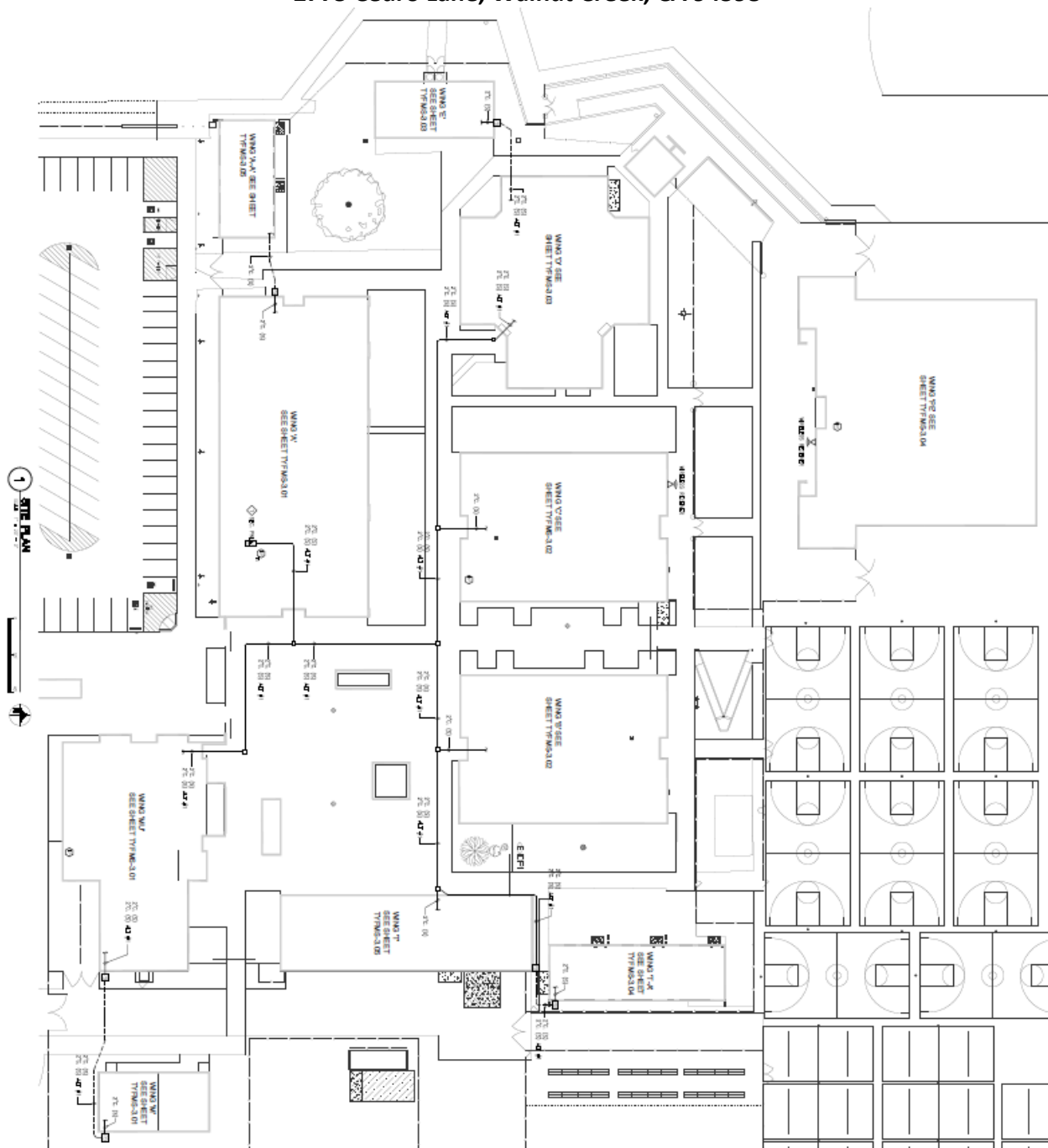


EXHIBIT "B-49"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Hidden Valley Elementary School
500 Glacier Drive, Martinez, CA 94553

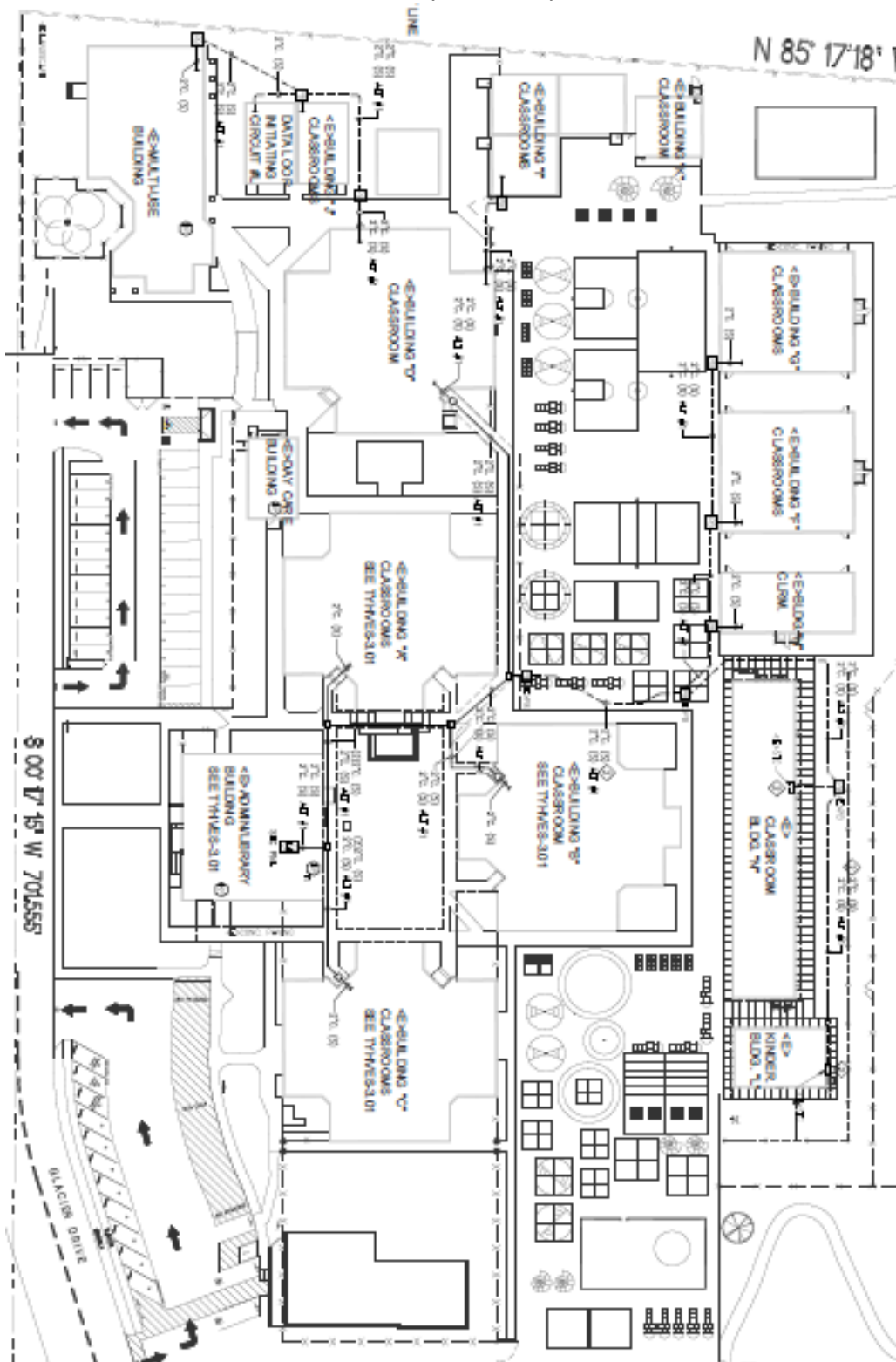


EXHIBIT "B -50"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Mt Diablo Elementary School
5880 Mt. Zion Drive, Clayton, CA 94517

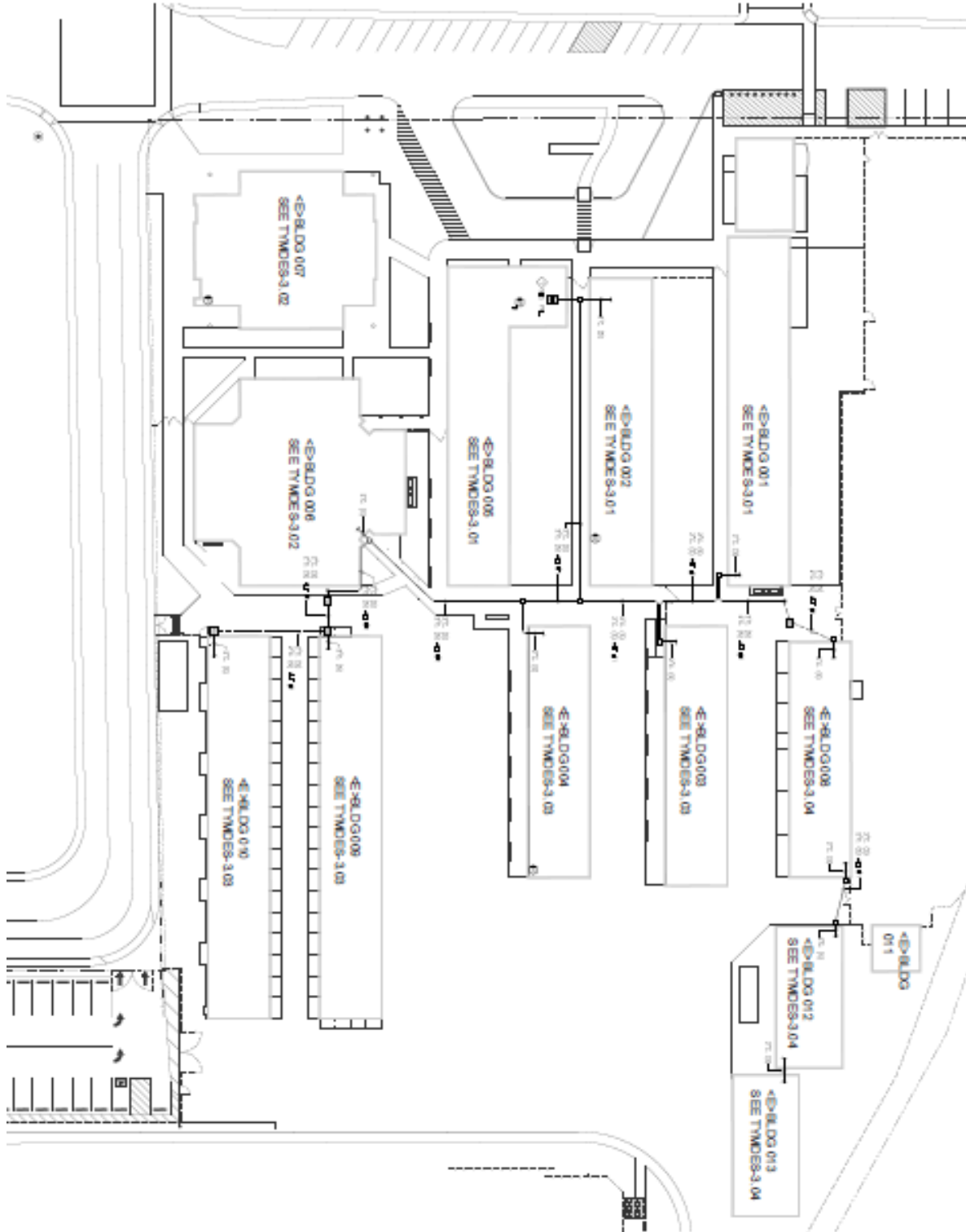


EXHIBIT "B-51"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Oak Grove Middle School
2050 Minert Road, Concord, CA 94518

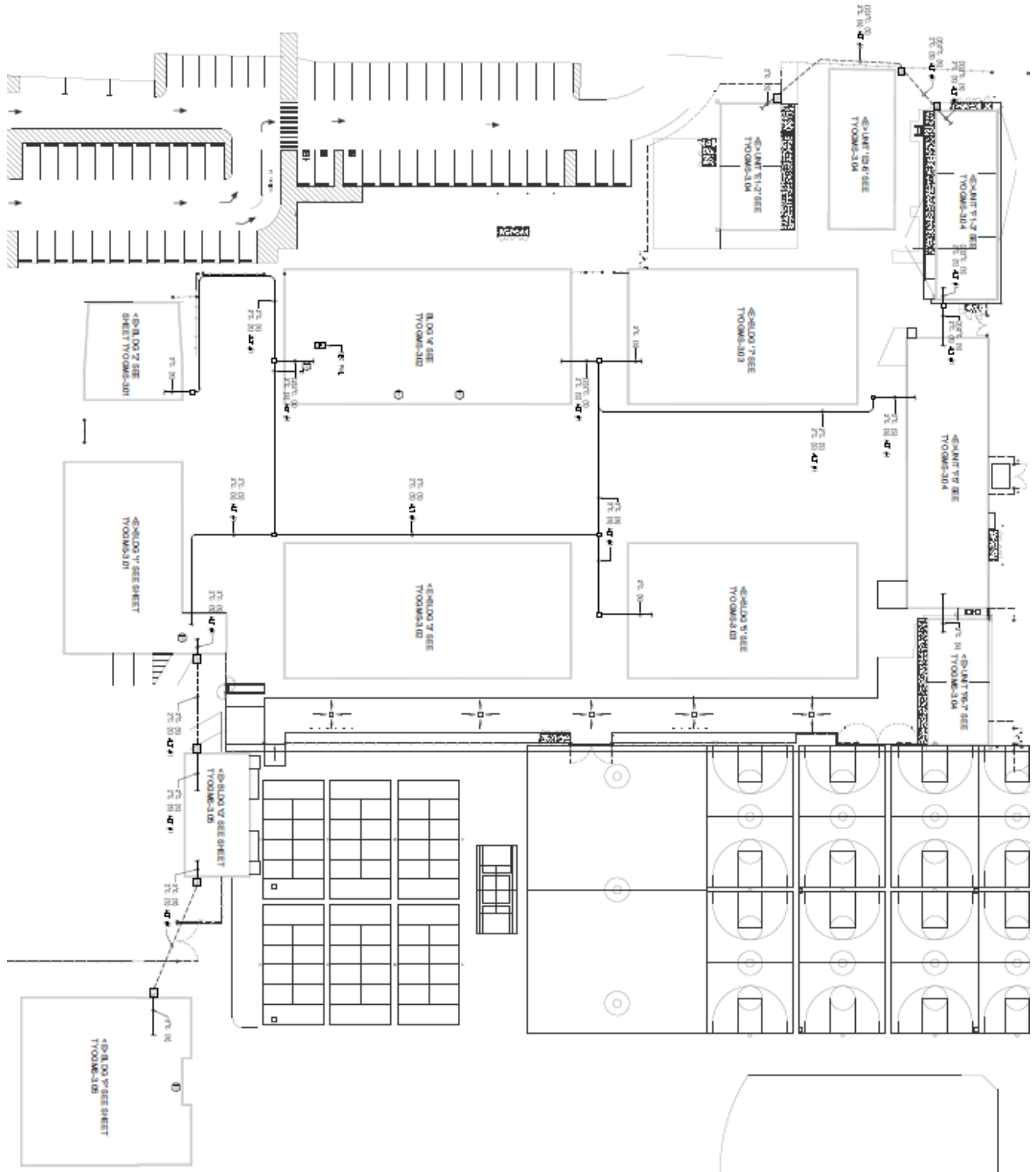


EXHIBIT "B-52"
DESCRIPTION OF SCHOOL SITE
Attached is the Legal Description for:

Riverview Middle School
205 Pacifica Avenue, Bay Point, CA 94565

