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WARDEN CLERK RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

RECORDER'S OFFICE COUNTY OF SAN MATEO

SITE LEASE

(LEARNING RESOURCE CENTER)

Dated as of March 1, 1994

by and between

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

and

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

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**THIS TRANSACTION IS EXEMPT FROM FILING FEES PURSUANT TO
SECTION 6103 OF THE CALIFORNIA GOVERNMENT CODE**

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RECORDER'S OFFICE COUNTY OF SAN MATEO

SITE LEASE

This lease, dated as of March 1, 1994, by and between the SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT (herein called the "District") and the STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA (herein called the "Board");

WITNESSETH:

WHEREAS, the Board intends to assist the District by financing the construction, plus certain related costs, of the Learning Resource Center (herein called the "Project") on the Site, as hereinafter defined (the Site and Project are together herein called the "Facilities"); and

WHEREAS, the Board intends to lease the Project to the District by a facility lease (herein called the "Facility Lease") and the District intends to enter into such a lease with the Board as a material consideration for the Board's agreement to finance the construction of the Project for and on behalf of the District;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

SECTION 1. Site.

The District hereby leases to the Board and the Board hereby hires from the District, on the terms and conditions hereinafter set forth, the real property situated in the County of San Mateo, State of California, and described in Exhibit A attached hereto and made a part hereof and all improvements thereon (herein called the "Site").

SECTION 2. Term.

The term of this lease shall commence on the earlier of the date of recordation of this lease in the office of the County Recorder of the County of San Mateo, State of California, or on March 1, 1994, and shall end on October 1, 2014, unless such term is extended or sooner terminated as hereinafter provided. If on such date, the bonds or other indebtedness of the Board (the "Bonds") issued to finance the construction of the Project and certain related costs shall not be fully paid and retired or the indenture authorizing such Bonds shall not be discharged by its terms, or if the rental payable under the Facility Lease shall have been abated at any time and for any reason, then the term of this lease shall be extended until ten (10) days after all Bonds shall be fully paid and retired and any such indenture shall be discharged by its terms, except that the term of this lease shall in no event be extended beyond October 1, 2019. If prior to October 1, 2019, all Bonds and any such indenture shall be discharged by its terms, the term of this lease shall end ten (10) days thereafter or ten (10) days after written notice by the District to the Board, whichever is earlier.

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RECORDER'S OFFICE COUNTY OF SAN MATEO

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SECTION 3. Rental.

The Board shall pay to the District as and for rental hereunder the sum of One Dollar (\$1 00), all of which rental shall be payable in full within ten (10) days of the recordation hereof. In addition to the foregoing rental payment, the Board may pay to the District as and for rental hereunder such surplus moneys as shall be permitted to be paid over to the District pursuant to any indenture of the Board authorizing the Bonds.

SECTION 4. Purpose.

The Board shall use the Site solely for the purpose of permitting the construction of the Project thereon and leasing the Facilities to the District pursuant to the Facility Lease and for such purposes as may be incidental thereto, including the demolition of any improvements which are designated for demolition in the plans and specifications for the Project; provided, however, that in the event of default by the District under the Facility Lease, the Board may exercise the remedies provided in the Facility Lease.

SECTION 5. Nonsubordination: Assignments and Subleases

This lease shall be nonsubordinated and, unless the District shall be in default under the Facility Lease, the Board shall not assign its rights under this lease or sublet the Site without the prior written consent of the District.

SECTION 6. Right of Entry.

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 7. Termination.

The Board agrees, upon the termination or expiration of this lease, to quit and surrender the Site in the same good order and condition as the same was in at the time of commencement of the term hereunder, except for acts of God and reasonable wear and tear and any actions taken by the District that may affect the condition of the Site, and agrees that any permanent improvements and structures existing upon the Site at the time of such termination or expiration of this lease shall remain thereon and title thereto shall vest in the District.

SECTION 8. Default.

In the event the Board shall be in default in the performance of any obligation on its part to be performed under the terms of this lease, which default continues for sixty (60) days following notice and demand for correction thereof to the Board, the District may exercise any and all remedies granted by law, except that no merger of this lease and of the Facility Lease shall be deemed to occur as a result thereof; provided, however, that the District shall have no

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power to terminate this lease by reason of any default on the part of the Board, if such termination would affect or impair any assignment or sublease of all or any part of this lease then in effect between the Board and any assignee or subtenant of the Board (other than the District under the Facility Lease); and provided further, that so long as any bonds or other indebtedness of the Board is outstanding and unpaid in accordance with the terms of any indenture authorizing such bonds or other indebtedness, the rentals or any part thereof payable to the trustee pursuant to such indenture (by the terms of such assignment or sublease) shall continue to be paid to said trustee. So long as any such assignee or subtenant of the Board shall duly perform the terms and conditions of this lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the District hereunder and shall be entitled to all of the rights and privileges granted under any such assignment or sublease; provided further, however, that so long as any bonds or other indebtedness of the Board is outstanding and unpaid in accordance with the terms of any indenture authorizing such bonds or other indebtedness, the rentals or any part thereof payable to the trustee pursuant to such indenture (by the terms of such assignment or sublease) shall continue to be paid to said trustee.

SECTION 9. Quiet Enjoyment.

The Board at all times during the term of this lease, subject to the provisions of Section 8 hereof, shall peaceably and quietly have, hold and enjoy all of the Site.

SECTION 10. Waiver of Personal Liability.

All liabilities under this lease on the part of the Board are solely liabilities of the Board as an entity of state government, and the District hereby releases each and every member, officer, agent and employee of the Board of and from any personal or individual liability for negligence under this lease. All liabilities under this lease on the part of the District are solely liabilities of the District as a public entity, and the Board hereby releases each and every member, officer, agent and employee of the District of and from any personal or individual liability for negligence under this lease.

SECTION 11. Taxes.

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes; levied or assessed upon the Site (including both land and improvements); provided, however, that the District shall not pay any possessory interest taxes levied as a result of any assignment or sublease of all or any part of the Site then in effect between the Board and any assignee or subtenant of the Board (other than the District under the Facility Lease).

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RECORDER'S OFFICE COUNTY OF SAN MATEO

RECORDER'S OFFICE COUNTY OF SAN MATEO

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SECTION 12. Eminent Domain.

In the event the whole or any part of the Site or the improvements thereon (including the Facilities) is taken permanently or temporarily under the power of eminent domain, the interest of the Board shall be recognized and is hereby determined to be the amount of the then unpaid indebtedness incurred by the Board to finance or refinance the construction of the Project, including the unpaid principal of and interest on any then outstanding bonds or other indebtedness of the Board, and shall be paid as required by any interim loan or to the trustee under any indenture authorizing such bonds or other indebtedness and applied as provided in said indenture. The term "unpaid indebtedness," as used in the preceding sentence, includes the face amount of the indebtedness evidenced by any outstanding loans, bonds or notes of the Board obtained or issued to finance or refinance the Facilities, together with the interest thereon and all other payments required to be made by the trustee pursuant to the indenture authorizing the issuance of said bonds or notes on account of said indebtedness, until such indebtedness, together with the interest thereon, has been paid in full in accordance with the terms thereof.

SECTION 13. License to Access Site Utilities and Parking.

The District hereby irrevocably grants to the Board and the Board hereby accepts from the District, during the term of this lease, a license for ingress and egress to the Facilities across the real property situated in the County of San Mateo, State of California, and described in Exhibit A attached hereto and made a part hereof. Unless the District shall be in default under the Facility Lease, the Board shall not assign its rights under this license or sublicense this license without the prior written consent of the District.

The District agrees to provide or cause to be provided to the Board, at reasonable rates and charges payable by the Board, its assigns or sublessees, adequate parking spaces and such utility services, including electricity, gas, water, sewer, garbage disposal, heating, air conditioning and telephone, as the District provides or causes to be provided to buildings similar to the Project situated at Skyline College.

SECTION 14. Partial Invalidity.

If any one or more of the terms, provisions, covenants or conditions of this lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this lease shall be affected thereby, and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 15. Notices.

All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests, agreements or promises or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other

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RECORDER'S OFFICE COUNTY OF SAN MATEO

party if delivered personally or if mailed by United States certified or registered mail, return receipt requested, postage prepaid, and, if to the District, addressed to the District at San Mateo County Community College District, 3401 CSM Drive, San Mateo, California 94402-3651, Attention: Craig T. Blake, or, if to the Board, addressed to the Board c/o Department of General Services, Contracted Fiscal Services, 1325 J Street, Suite 1510, Sacramento, California, 95814, Attention: Manager of Contracted Fiscal Services with a copy to the Treasurer of the State of California, addressed to the Office of the State Treasurer, State of California, 915 Capitol Mall, Sacramento, California 95814, or to such other addresses as the respective parties may from time to time designate by notice in writing.

SECTION 16. Section Headings.

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this lease.

SECTION 17. Governing Law: Venue.

The laws of the State of California shall govern this lease, the interpretation hereof and any right of liability arising hereunder. Any action or proceeding to enforce or interpret any provision of this lease shall be brought, commenced or prosecuted in Sacramento County, California.

SECTION 18. Execution

This lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this lease may separately be executed by the Board and the District, all with the same force and effect as though the same counterpart had been executed by both the Board and the District.

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IN WITNESS WHEREOF, the District and the Board have caused this lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By Craig T. Blake
Authorized Representative
Craig T. Blake, Acting Chancellor and Associate Chancellor

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By _____
Administrative Secretary

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By _____
Chief Counsel

APPROVED:

DEPARTMENT OF FINANCE

By _____
Authorized Officer

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RECORDER'S OFFICE COUNTY OF SAN MATEO

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RECORDER'S OFFICE COUNTY OF SAN MATEO

FOR CASTLE RECORDS

IN WITNESS WHEREOF, the Board and the District have caused this lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By _____
Administrative Secretary

APPROVED:
DEPARTMENT OF GENERAL SERVICES

By _____
Chief Counsel

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By _____
Authorized Representative

The Chancellor of the California Community Colleges hereby accepts the duties and obligations of the Chancellor set forth in Section 3 of this lease.

RECORDER'S MEMO:
FOUR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES

By Joseph P. Keating
Authorized Representative

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IN WITNESS WHEREOF, the District and the Board have caused this lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By _____
Authorized Representative

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By George Obich
Administrative Secretary

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By J. B. Blythe
Chief Counsel

APPROVED:

DEPARTMENT OF FINANCE

By James W. Williams
Authorized Officer

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RECORDER'S OFFICE COUNTY OF SAN MATEO

Brian Kangas Foulk

EXHIBIT A

March 18, 1994

Job No. 920185

Consulting Engineer
540 Pine Avenue
Redwood City, CA 94063
415/365-0412
FAX 415/365-1250

**Property Description of Site for
Skyline College Learning Resource Center**

SITUATE in the City of San Bruno, County of San Mateo, State of California and described as follows:

BEING a portion of Parcel 1 as said parcel is shown on that certain map entitled "Record of Survey of a portion of San Pedro Rancho, San Bruno, San Mateo County, California," filed January 30, 1959 in Book 4 of L.L.S. Maps at Page 44, San Mateo County records, more particularly described as follows:

COMMENCING at the southwesterly terminus of the course on the northwesterly line of said Parcel 1 described as "North 39° 26' 15" East 720.34 feet" (said line having a bearing of North 72° 19' 15" East for the purposes of this description);

THENCE South 51° 06' 45" East 308.43 feet to the TRUE POINT OF BEGINNING;

THENCE South 89° 58' 56" East 137.67 feet;

THENCE South 0° 01' 04" West 197.67 feet;

THENCE North 89° 58' 56" West 137.67 feet;

THENCE North 0° 01' 04" East 197.67 feet to the TRUE POINT OF BEGINNING.

Containing an area of 27,213 square feet, more or less.

This description was prepared by:

Paul Kittredge 3/18/94
Paul Kittredge, P.L.S. 5790
License Expires: 6/30/98



PK:klm:pw

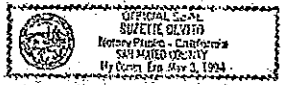
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RECORDER'S OFFICE COUNTY OF SAN MATEO

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF San Mateo)

On March 30, 1994 before me, the undersigned Notary Public,
personally appeared Craig T. Blake
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.



Signature Suzette Olvito (Seal)

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF _____)

On _____ before me, the undersigned Notary Public,
personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

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RECORDER'S OFFICE COUNTY OF SAN MATEO

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STATE OF CALIFORNIA)
COUNTY OF Sacramento) ss.

On April 4, 1999, before me, the undersigned Notary Public, personally appeared Joseph P. Keating, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature Theresa M. Campos (Seal)

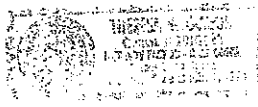
RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)



RECORDER'S OFFICE COUNTY OF SAN MATEO

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STATE OF CALIFORNIA)
) ss.
COUNTY OF Sacramento)

On March 31, 1994, before me, Theresa M. Campos
personally appeared George Valverde
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.



Signature Theresa M. Campos (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF Sacramento)

On March 31, 1994, before me, Theresa M. Campos
personally appeared Suzanne Van Velkinburgh
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.



Signature Theresa M. Campos (Seal)

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RECORDER'S OFFICE COUNTY OF SAN MATEO

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