

Revised Attachment

September 16, 2014
Board Meeting

**Agenda Item
5**

RESOLUTION NO. 13, 2014-15

RESOLUTION OF THE BOARD OF EDUCATION OF THE ELK GROVE UNIFIED SCHOOL DISTRICT ADOPTING THE MITIGATED NEGATIVE DECLARATION FOR THE “ANATOLIA 2” ELEMENTARY SCHOOL PROJECT

WHEREAS, the Elk Grove Unified School District (District) has prepared an initial study in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] Section 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations [CCR] Section 15000 et seq.) on the “Anatolia 2” Elementary School Project (“the Project”); and

WHEREAS, on the basis of the initial study (IS), the District has determined that, although the proposed Project, without mitigation, could have had a significant effect on the environment, there will not be a significant effect in this case because revisions in the proposed Project, in the form of mitigation measures, were made by the project proponent (the District) prior to the release of the document for public review, making the preparation of a Mitigated Negative Declaration (MND) appropriate; and

WHEREAS, pursuant to PRC Section 21081.6(a)(1), the District has prepared a Mitigation Monitoring Plan for the Project; and

WHEREAS, the project site located at the southwest corner of Appolon Drive and Sophistry Drive, in the City of Rancho Cordova; and

WHEREAS, the District has consulted with the City of Rancho Cordova, and has determined, pursuant to California Education Code [EC] Section 17213(a) PRC Section 21152.8(a) and CEQA Guidelines section 15186, that the proposed Project site:

- 1) is not currently or formerly a hazardous waste disposal site or solid waste disposal site (EC Section 17213[a][1], PRC Section 21151.8[a][1][A]);
- 2) is not currently or formerly a substance release site identified by the California Department of Toxic Substances Control (DTSC) (EC Section 17213[a][2], PRC Section 21151.8[a][1][B]);
- 3) does not contain one or more, above ground or below ground, pipelines which carry hazardous substances, acutely hazardous materials, or hazardous waste (EC Section 17213[a][3], PRC Section 21151.8[a][1][C]); and
- 4) is not within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor (PRC Section 21151.8[a][1][D]); and

WHEREAS, the District has consulted with the Sacramento Metropolitan Air Quality Management District and has, pursuant to EC Section 17213(b) and PRC Section 21151.8(a)(2), determined that there are no facilities within one quarter mile of the proposed project that might reasonably be anticipated to emit hazardous air emissions or to handle hazardous or acutely hazardous materials, substances, or waste; and

WHEREAS, the District has, pursuant to EC Section 17213(b) and PRC Section 21151.8(a)(2), consulted with the administering agencies and has independently investigated surrounding properties, and has identified no permitted or unpermitted “facilities” or other significant pollution sources within one quarter mile of the proposed project that might reasonably be anticipated to emit hazardous air emissions or to handle hazardous or acutely hazardous materials, substances, or waste; and

WHEREAS, because the proposed Project site does not lie within two nautical miles of an existing airport runway as defined, the District was not required, pursuant to EC Section 17215 and the provisions set forth by the Division of Transportation Aeronautics Program and the California Department of Education, to conduct an Aviation Safety Analysis; and

WHEREAS, in accordance with the requirements of Title 14, California Code of Regulations, Section 15073(a), the proposed mitigated negative declaration and initial study were submitted to the State Clearinghouse for review by state agencies; and

WHEREAS, the District has determined that the Project is *de minimis* in its effect either individually or cumulatively on wildlife; and

WHEREAS, on August 26, 2014, the IS/MND for the proposed project was released for the 30-day public review period; and

WHEREAS, the District received written comments on the IS/MND during the public review period, which ended on September 24, 2014; and

WHEREAS, such written comments were received from public entities; and

WHEREAS, all such oral and written comments have been included within, and responded to, in the IS/MND; and

WHEREAS, on October 7, 2014, a public hearing was held for the proposed project at the Board of Education Regular Meeting;

NOW, THEREFORE, the Board of Education of the Elk Grove Unified School District (Board) does hereby resolve, determine, and order as follows:

I. SECTION 1: Recitals

The above recitals are true and correct, and the Board hereby so finds.

II. SECTION 2: Board Action

A. The Board adopts the Proposed Mitigated Negative Declaration.

- B. The Board adopts the Mitigation Monitoring Program.
- C. The Board approves the Elk Grove Unified School District “Anatolia 2” School Project as being suitable for use as a K-6 public school with all applicable requirements and provisions of the California Education Code and applicable regulations as referenced herein.
- D. The Board finds that the Project site is not currently or formerly a hazardous waste disposal site or solid waste disposal site (EC Section 17213[a][1], PRC Section 21151.8[a][1][A]).
- E. The Board finds that the Project site is not currently or formerly a substance release site identified by the California Department of Toxic Substances Control (DTSC) (EC Section 17213[a][2], PRC Section 21151.8[a][1][B]).
- F. The Board finds that the Project site does not contain one or more, above ground or below ground, pipelines which carry hazardous substances, acutely hazardous materials, or hazardous waste (EC Section 17213[a][3], PRC Section 21151.8[a][1][C]).
- G. The Board finds that the Project site is not within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor (PRC Section 21151.8[a][1][D]).
- H. The Board finds, pursuant to EC Section 17213(b) and PRC Section 21151.8(a)(2), that there are no facilities within one quarter mile of the Project site that might reasonably be anticipated to emit hazardous air emissions or to handle hazardous or acutely hazardous materials, substances, or waste.
- I. The Board finds, after consulting with the administering agencies and independently investigating surrounding properties pursuant to EC Section 17213(b) and PRC Section 21151.8(a)(2), that no permitted or unpermitted “facilities” or other significant pollution sources were identified within one quarter mile of the Project site that might reasonably be anticipated to emit hazardous air emissions or to handle hazardous or acutely hazardous materials, substances, or waste.
- J. The Board hereby authorizes District staff to coordinate with administration, staff, consultants, and agencies to complete the work necessary to implement the Project.
- K. The Board hereby directs District staff to prepare a Notice of Determination for the project and to provide it for posting to the County Clerk of Sacramento County within five days of the adoption of this resolution.
- L. For purposes of CEQA and these findings, the Record of Proceedings for the Project consists of those documents in the possession of the Elk Grove Unified School District described in Public Resources Code section 21167.6, subdivision (e), other than those documents that are subject to one or more privileges, and notes that the custodian of the record is:

Robert Pierce
Associate Superintendent, Facilities and Planning
Robert L. Trigg Education Center
9510 Elk Grove - Florin Road, Room 206
Elk Grove, CA 95624

APPROVED AND ADOPTED by the Board of Education of the Elk Grove Unified School District this 7th Day of October 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Board of Education

ATTEST:

Secretary, Board of Education


Attachments:

Exhibit A: Initial Study/Proposed Mitigated Negative Declaration, Mitigation Monitoring Program and Response to Comments for the "Anatolia 2" Elementary School Project

Attachment

September 16, 2014
Board Meeting

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ELK GROVE


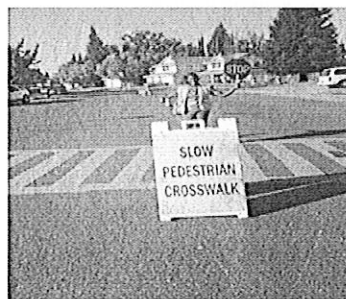
**ELK GROVE UNIFIED SCHOOL DISTRICT
SAFE ROUTES TO SCHOOL**

**Project AWARE - Advancing Walk and Roll
Environments**

**Board of Education
September 16, 2014**

WHAT IS SAFE ROUTES TO SCHOOL

- o “Safe Routes to School (SRTS) programs are sustained efforts by parents, schools, community leaders and local, state, and federal governments to improve the health and well-being of children by enabling and encouraging them to walk and bicycle to school.”



National Center for Safe Routes to School/
About Us, 2013

EGUSD SRTS HISTORY

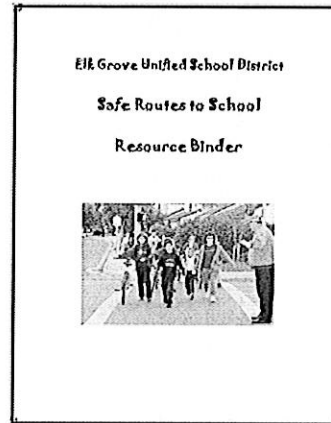
- Promoted SRTS best practices since 2002 – (Walk to School Day, Walking Wednesdays, etc.)
- Board adopted policy supporting SRTS in 2010 (BP 5142.2)
- Implemented Project AWARE – Advancing Walk and Roll Environments – 2013-14 school year (4-year federal grant)

OUR INTENT

- To integrate SRTS into existing curriculum/programs such as SHAPE, Red Ribbon Week, Safety Assemblies, Wellness Events, PE, etc.
- Complement and expand existing SRTS activities
- Our intent is not to create a stand alone program or unnecessary work for staff

SRTS RESOURCE BINDER

- EGUSD SRTS Resource Binder for principals
- Also Located in Public Folders/All Public Folders/Facilities/SRTS



5 E'S OF SRTS

- Education
- Encouragement
- Evaluation
- Enforcement
- Engineering



EDUCATION

- o Deliver safety instruction at school assemblies
- o Classroom education integrated with curriculum
- o Bike and pedestrian skills training & practice
- o Parent training events and information



EDUCATION



- o UC Davis Injury Prevention Program
 - Free bicycle helmets distributed school wide
 - Four schools completed to date (Prairie, Anna Kirchgater, Union House, John Reith); three scheduled for Fall, 2014 (Herman Leimbach, Charles E. Mack, Barbara Comstock Morse)
 - Results – 2,770 students have received bicycle safety education and properly fitted helmets

UCDAVIS
CHILDREN'S HOSPITAL

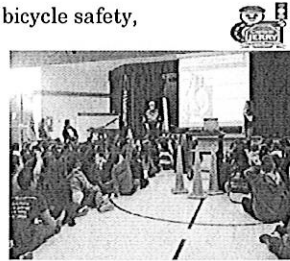
KOHL'S
Cares
Committed to You, Much and Often

KOHL'S
BUCKLE UP
TO GROW UP
A UC Davis Children's Hospital Program

EDUCATION

o City of Sacramento Department of Transportation

- Captain Jerry Traffic Safety Program
- Eight assemblies conducted to date (two at each school: Prairie, Irene B. West, John Reith, Barbara Comstock Morse)
- Results – Over 3,000 students have received traffic safety education (crosswalk safety, bicycle safety, seat belt & school bus safety)
- Three assemblies scheduled for Fall, 2014 (Union House, Herman Leimbach, Charles Mack)



ENCOURAGEMENT

o Walk to School Day

- October 8, 2014
- Anticipate participation from all 39 elementary schools
- Promotional kits provided to all elementary schools (Banner, 250 up to 1,000 Clif Fruit Ropes and educational worksheets)
- The City of Elk Grove is supporting activities at Stone Lake Elementary



EVALUATION

- o Conduct Walk Audits at K-8 schools
- o Conduct parent surveys & student tallies
- o Safety Patrols



EVALUATION

- o Student Travel Tallies & Parent Surveys
- o Data collected meets grant objective and establishes baseline for future comparison

EVALUATION

Walk Audits:

- Project AWARE
 - Conducted at Union House, Prairie & Jackman
 - WalkSacramento led Walk Audits at Union House and Prairie
 - UC Berkeley SafeTREC led ½ day workshop and walk audit at Samuel Jackman Middle School
 - Union House participants included English Learner Advisory Committee parents and local law enforcement
 - Prairie participants included local city traffic engineer
- Prior to Project AWARE
 - Anna Kirchgater – with WalkSacramento & Sacramento County Department of Transportation



EVALUATION

- City of Elk Grove
 - Completed inventory of sidewalk gaps near our schools for the city
 - 32 locations evaluated (via Google Maps)
 - 15 locations identified with sidewalk gaps
 - Data utilized for city's Active Transportation Program grant application (possible engineering impact)



ENFORCEMENT

- Collaboration with Elk Grove Unified School District Police Services
- Parent patrols
- Safety patrols



ENFORCEMENT

- School Traffic Safety Committee formed with City of Elk Grove
- Consult/Collaborate with EGUSD Police Services:
 - School site observations
 - School Zone traffic issues



ENGINEERING

- Our partners will use data collected to support future infrastructure decisions
- Project AWARE is a non-infrastructure program



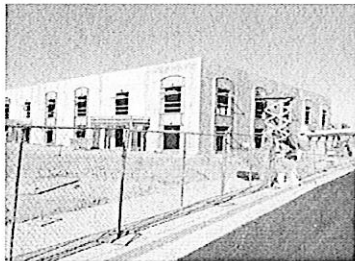
ENGINEERING

City and County Partners:

- City of Sacramento
 - Marked crosswalk at Leimbach in progress
 - Marked crosswalk at Center Parkway/Bamford in progress
- City of Elk Grove
 - Active Transportation Program (ATP) Grant Applications
 - Laguna Creek Trail Improvement
 - Bruceville Road Sidewalk Gaps
- City of Rancho Cordova
 - ATP Grant Application
 - Anatolia Bike Trail Extension
- Sacramento County
 - Stevenson Avenue Sidewalk Improvements

ENGINEERING

- Marion Mix Elementary School
 - Traffic calming measures, signal improvements
 - Franklin Boulevard frontage improvements
 - Yellow school zone crosswalks in neighborhood surrounding school
 - Sidewalks, signage and bike lanes near school

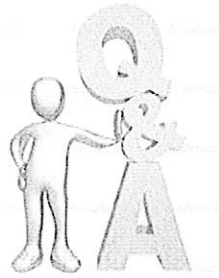


WALK TO SCHOOL DAY REMINDER –

- October 8, 2014
- All of our elementary schools will participate in Walk to School Day or conduct a related activity during October



THANK YOU!
Questions



Revised Agenda

September 16, 2014
Board Meeting

**Agenda Item
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Agenda Item No: 19

Supplement No. _____

Meeting Date September 16, 2014

Board Agenda Item

Subject:

Division: Facilities and Planning

Approve Option of Five-Year Extension to the Lease Agreement
for Property at the Old Transportation Yard to the Elk Grove Community Food Bank Services

Action Requested:

The Board of Education is asked to (1) approve an option for a five-year extension to the attached Lease Agreement with Elk Grove Community Food Bank Services; and (2) authorize Robert Pierce, Associate Superintendent, Facilities and Planning to finalize and execute the Lease extension on behalf of the District.

Discussion:

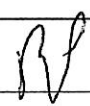
On August 2, 2004, the Board of Education adopted Resolution No. 12, 2004-05 expressing the Board's intention to lease property at the Old Transportation Yard to the Elk Grove Community Food Bank Services. On September 7, 2004, the Board of Education approved the Lease Agreement for property at the Old Transportation Yard to the Elk Grove Community Food Bank Services.

The Lease had an initial term of five years with an option for an automatic five year renewal pursuant to Section 2 of the agreement, should the Elk Grove Community Food Bank make the appropriate request of the District. The Elk Grove Community Food Bank has expressed its interest in exercising Section 2 of the agreement which would renew the term of the Lease for an additional five-year period while all other terms of the original agreement remain in tact.

Financial Summary:

N/A

Prepared By: _____ Division Approval: Robert Pierce



Prepared By: _____ Superintendent Approval: Steven M. Ladd, Ed.D.





September 10, 2014

Executive Director
Marie Jachino

Board of Directors

Tressa Bader
Chairperson

Jerry C. BraxmeyerJD
Vice Chairperson

Stephanie Anthony
Treasurer

Dean Scourtes
Secretary

Vacant
**Immediate Past
Chairperson**

Joshua Boeckholt
Amanda Cain
Betty Hall
Mark Jansson

Elk Grove Unified School District
Robert Pierce, Associate Superintendent
Facilities and Planning
9510 Elk Grove Florin Road
Elk Grove, CA 95624

Subject: Lease of Space at Old Transportation Yard

Dear Mr. Pierce:

Elk Grove Food Bank Services wishes to exercise the option for an additional five (5) year lease extension to Section 2 of our ground lease agreement entered into and commenced on September 15, 2004.

If you have any questions or concerns, please call me at 916-685-8453.

Sincerely,

Marie Jachino
Executive Director

GROUND LEASE

This Ground Lease (the "Lease") by and between the **ELK GROVE UNIFIED SCHOOL DISTRICT**, a political subdivision of the State of California, (hereinafter the "Lessor") and **ELK GROVE COMMUNITY FOOD BANK SERVICES** (hereinafter the "Lessee"), is made and entered into as of the Effective Date last set forth below.

RECITALS

- A. Lessor is the owner of that certain parcel of real property located in Elk Grove, California, presently the former site of the Old Transportation Yard (hereinafter referred to as the "Lease Site"), more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference.
- B. Lessee agrees to add buildings and improvements on the Lease Site subject to approval by Lessor.
- C. Lessee agrees to use the Lease Site for the sole purpose of storage of food and clothes for the needy, especially children attending Elk Grove Unified School District schools.
- D. Lessee agrees to limit vehicle and pedestrian traffic entering the property for storage purposes exclusively.
- E. Lessee agrees to erect a fence around approximately ½ acre of the site along the southwest side to separate the rest of the District land currently being utilized by the District Grounds Department.

AGREEMENTS

In consideration of these recitals and each and every covenant and condition set forth herein, the parties hereto agree as follows:

Section 1. Lease of Premises. The Lessor leases to the Lessee, and the Lessee hires from the Lessor, that certain land located in Elk Grove, County of Sacramento, State of California, known as the Lease Site as described in the Recitals above together with all rights, privileges, easements, and appurtenances to such land.

Section 1.1. Access to Lease Site. Lessee shall have the right to access the Lease Site using the entrance located on the southwest end of the Lease Site as more particularly described on the access map attached hereto as **Exhibit B**.

Section 2. Initial Term. The initial term of this Lease shall be five (5) years commencing on September 15, 2004, and expiring on August 31, 2009. Lessor shall notify the Elk Grove Unified School District, prior to July 31, 2009, to exercise an option for a five-year extension.

Section 3. Possession. Possession of the Lease Site shall be delivered to Lessee on commencement of the initial term.

Section 4. Rent. Lessee shall pay the Lessor rent by serving Elk Grove Unified School District needy children, at the comparable service level in existence as of July 20, 2004, per school year. For this purpose, school year means the July 1 to June 30 fiscal year, and, if this Lease commences at any date other than July 1, the number of hours of service shall be prorated for the first year. The Lessee is encouraged to expand the service level to benefit Elk Grove Unified School District needy children. The Lessor shall determine the adequacy of such service.

Section 5. Use.

Section 5.1. Construction Program. Lessee shall use the Lease Site for the purpose of constructing, maintaining and operating the programs described herein. If the Lessee proposes to use the Lease Site for any other purposes, the Lessee shall obtain the prior written consent of the Superintendent or designee of the Lessor. The Lessor shall be under no obligation to give its consent for such other uses as may be so requested.

Section 5.2. Signs. Lessee shall post clear conspicuous signs on all buildings on the Lease Site indicating that Lessee is the sole owner of the buildings; and if said buildings have not been constructed to Field Act standards, the signs shall also indicate that the building does not meet the structural standards imposed by law for earthquake safety. Lessee shall obtain the prior written consent of the Lessor (Assistant Superintendent, Facilities and Planning) before placing any signs on the Lease Site or Improvements. Lessee agrees to abide by all reasonable instructions of the Lessor with respect to signage. The word "Improvement" or "Improvements" as used in this Lease includes, without limitation, all buildings, structures, fixtures (including trade fixtures), paving, landscaping and other physical improvements on the Lease Site.

Section 5.3. Lessor's Right of Entry. Lessor and its employees and agents shall have the right to enter upon the Lease Site and Improvements at all reasonable times to inspect the same to see that no damage has been or is done and to protect any and all rights of Lessor and to post such reasonable notices as Lessor may desire to protect the rights of the Lessor.

Section 6. Improvements, Construction, and Alterations.

Section 6.1. Ownership of Improvements. The parties agree during the term hereof, title to all Improvements on the Lease Site shall be vested in Lessee and shall be removed from the site within 30 days of termination of Lease. In the event the Lessee fails to remove the improvements within 30 days after termination of the Lease, the Lessor shall have the right to remove the Improvements and bill the lessee for all costs associated with the removal.

Section 6.2. Construction and Alterations. All construction and alterations made by Lessee on the Lease Site shall be in conformance with architectural plans and specifications approved by the Lessor (Assistant Superintendent, Facilities and Planning) and all governmental agencies. After approval by the Lessor, any substantial changes in the plans or specifications for the Improvements shall be approved by the Lessor. Minor changes need not be approved by the Lessor but a copy of the altered plans and specifications reflecting those changes shall be given to the Lessor within 10 days after their

adoption. While it is anticipated that the parties shall be able to amicably and mutually arrive at an agreement with respect to the design of any construction or alterations, in the event of an unresolvable dispute, the Lessor shall have the final say with respect to exterior configuration, location, size, and appearance of Improvements and the Lessee shall have the final say with respect to interior configuration and appearance of Improvements. **Construction, alterations or modifications to the property to occur only upon approval by the Lessor.**

Section 6.3. Utilities. Lessee to make all arrangements and secure the necessary required utilities/services (water, sanitary, drainage, gas, electric, telephone, security, garbage/trash, etc.) and pay for all costs thereof.

Section 6.4. Compliance with Laws. The Lessee shall at its sole cost and expense comply with all laws, rules, ordinances, and regulations of all governmental bodies having jurisdiction over any construction and alterations on the Lease Site, including but not limited to laws related to building codes and standards, zoning and environmental considerations.

Section 6.5. Completion of Construction and Alterations. Once any work of construction, alteration, or demolition has begun, Lessee shall with reasonable diligence prosecute the same to conclusion. All construction, alterations, and demolition shall be performed in a good and workmanlike manner, and shall comply with all applicable governmental permits and laws. Failure to complete the Improvement, in a timely manner, shall be considered to be a material breach of this Lease and shall be grounds for the Lessor to terminate this Lease.

Section 6.6. Notice of Non-responsibility. Lessee agrees not to commence any construction until Lessor has been given an opportunity to post notices of non-responsibility pursuant to California Civil Code section 3094.

Section 6.7. Mechanic's Liens. Lessee shall pay and discharge all expenses incurred by Lessee for the services of mechanics or for the cost of goods and materials delivered by materialmen. Lessee shall indemnify, defend, and hold harmless the Lessor from any claims by mechanics, contractors, subcontractors or materialmen for labor or services performed at or goods delivered to, the Lease Site. Lessee shall have the right to contest the validity or amount of any asserted lien, claim, or demand, and in such case Lessee shall defend, at its own expense, any such suits, and shall discharge and satisfy any judgments taken on account of claims of lien or stop notices filed by mechanics, contractors, or materialmen for work ordered by Lessee.

Section 7. Repairs and Maintenance.

Section 7.1. Lessor's Non-responsibility. During the term of this Lease, Lessor shall not be required to maintain or make any repairs or replacements of any nature or description whatsoever to the Lease Site or the Improvements located on the Lease Site. Lessee hereby expressly waives the right to make repairs at the expense of Lessor as provided for in any statute or law in effect at the time of execution of this Lease, or in any other statute or law which may hereafter be enacted.

Section 7.2. Lessee's Duty to Maintain Premises. Throughout the term of this Lease, Lessee shall, at Lessee's sole cost, maintain the Lease Site and the Improvements in accordance with all applicable laws, and shall make whatever repairs and replacements are required by such laws or

required to assure the safety of the pupils, employees and invitees of the Lessor on the Lease Site. Lessor shall reimburse the Lessee for any costs due to damage caused on Lessee property surrounding the specific sites. Lessor will assist in providing available information regarding existing underground improvements.

Section 7.3. Contest of Governmental Orders. Lessee has the right to contest by appropriate judicial or administrative proceedings, without cost to Lessor, the validity or application of any law requiring the Lessee to repair, maintain, alter or replace the Improvements now or hereafter located on the Lease Site in whole or in part, and Lessee shall not be in default for failing to do such work until a reasonable time following final determination of Lessee's contest; provided, however, that Lessee has repaired, maintained, altered or replaced those Improvements that the Lessor considers to be a hazard to the safety of the pupils, employees and invitees of the Lessor. Lessee shall indemnify, defend, and hold harmless the Lessor from any claims, demands, costs, expenses, and liabilities by any governmental entity or other person pertaining to any such repair, maintenance, alteration or replacement.

Section 8. Assignment, Subletting, Lessee's Encumbrances Prohibited, and Subordination. Lessee shall not do any of the following: assign its interests under this Lease; sublet all or any portion of the Lease Site or Improvements; permit any other person (except the agents and servants of Lessee) to occupy or use all or any portion of the Lease Site or Improvements; or otherwise transfer or encumber all or any part of Lessee's interest in this Lease. During the term of this Lease, Lessee shall not encumber or hypothecate in any manner whatsoever all or any portion of Lessor's interest in this Lease or Lessor's fee interest in the land which comprises the Lease Site. This Lease shall be subordinate to any financing which is hereafter placed and recorded on the Lease Site by Lessor to secure financing for school facilities, other improvements and equipment to be acquired by the Lessor. The subordination shall be effective without the necessity of having any further instruments executed by the Lessee, but Lessee agrees to execute on demand any further instruments evidencing subordination that Lessor may reasonably request.

Section 9. Indemnity and Insurance.

Section 9.1. Indemnity. Lessee shall indemnify and hold Lessor and its board members, officers, agents and employees free and harmless from any and all liabilities, claims, losses, damages, or expenses, including attorneys' fees, resulting from Lessee's occupation and use of the Lease Site; specifically including, without limitation, any liabilities, claims, losses, damages, or expenses arising by reason of:

a. The death or injury of any person, including any person who is an employee, volunteer, officer, member, or agent of Lessee, or by reason of the damage to or destruction of any property, including property owned by Lessee or by any person who is an employee, volunteer, officer, member, or agent of Lessee, (1) from any cause whatever while that person or property is in any way connected with the Lease Site, the Improvements or the personal property of or under the control of the Lessee; (2) caused or allegedly caused by either the condition of the Lease Site, the Improvements or the personal property of or under the control of the Lessee; or (3) caused or allegedly caused by any act or omission on or about the Lease Site of the Lessee or any person in, on, or about the Lease Site with the permission and consent of the Lessee.

b. Any work performed on the Lease Site or materials furnished to the Lease Site at the instance or request of the Lessee or any person or entity acting for or on behalf of the Lessee; or

c. Lessee's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on the Lessee or the Lease Site or the Improvements, the programs conducted by Lessee by any duly authorized governmental agency or political subdivision.

Section 9.2. Liability Insurance. Lessee shall, at Lessee's own cost and expense, procure and maintain during the term of this Lease and for one year thereafter a broad form comprehensive coverage policy of general liability insurance issued by an insurance company licensed by the State of California insuring Lessee and Lessor against loss or liability caused by or connected with Lessee's occupation and use of the Lease Site under this Lease in amounts not less than:

a. \$1,000,000.00 for injury to or death of one person and, of not less than \$2,000,000.00 for injury to or death of two or more persons as a result of any one accident or incident; and

b. \$500,000.00 per occurrence for damage to or destruction of any property.

Lessee agrees that said limits of liability shall be increased from time to time to account for inflation. If the parties cannot agree as to the appropriate limits of liability after reasonable efforts, either party may elect to terminate this Lease.

Lessee agrees to add the Lessor, Elk Grove Unified School District, as an additional named insured to the policy by way of an endorsement to the policy. Lessee shall provide Lessor with a fully-executed copy of the endorsement.

Section 9.3. Fire and Casualty Insurance. Lessee shall, at Lessee's own cost and expense, at all times during the term of this Lease, keep all Improvements on the Lease Site insured for ninety percent (90%) of their full replacement value by insurance companies authorized to do business in the State of California against loss or destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire insurance policies in the County of Sacramento.

Section 9.4. Other Coverages. Notwithstanding anything to the contrary contained in Section 9.3 of this Lease, the insurance required by Section 9.3 of this Lease shall, whether or not included in the standard extended coverage endorsement referred to in Section 9.3, insure all Improvements on the Lease Site against loss or destruction by windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, fire, smoke damage, and sprinkler leakage. Furthermore, the insurance required by Section 9.3 of this Lease during the construction of any Improvement shall include coverage for course of construction, vandalism, and malicious mischief, insuring the Improvement during its construction and all materials delivered to the site of the Improvement for its full insurable value. Said insurance may either be provided by the Lessee or the Lessee's contractor.

Section 9.5. Proof of Insurance. Lessee shall, within 10 days after the execution of this Lease or prior to the commencement of any construction, and promptly thereafter when any such policy is replaced, rewritten, or renewed, deliver to Lessor a true and correct copy of each insurance policy

required by this Lease or a certificate executed by the insurance company or companies or their authorized agent evidencing the policy or policies.

Section 9.6. Notice of Cancellation of Insurance. Each insurance policy required under this Lease shall contain a provision that it cannot be canceled for any reason unless at least 30 days prior written notice of the cancellation is given to Lessor in the manner required by this Lease for service of notices on Lessor by Lessee.

Section 9.7. Application of Insurance Proceeds. Any and all fire or other insurance proceeds that become payable at any time during the term of this Lease because of damage to or destruction on any Improvement on the Lease Site shall be paid to Lessee and applied by Lessee toward the cost of repairing and restoring the damaged or destroyed Improvements. The work of repair and restoration shall be commenced by Lessee within 120 days after the damage or destruction occurs and shall be completed with due diligence not later than six months after the work is commenced.

Section 10. Repair and Restoration.

Section 10.1. Uninsured Loss. If any Improvement is damaged or destroyed by a risk not insured against, Lessee shall have the option to either rebuild the damaged or destroyed Improvement within a reasonable time or to terminate this Lease. Said determination shall be made no later than 120 days after the damage or destruction. Any work of repair and restoration, whether insured or uninsured, shall be done in accordance with the requirements for original construction as set forth in this Lease.

Section 10.2. Damage or Destruction During Last Part of Lease Term. Notwithstanding anything to the contrary in this Lease, if there is damage or destruction to any Improvement essential to the purposes of this Lease during the last two (2) years of the initial Lease term or during any renewal term, Lessee shall have the election to terminate this Lease and any insurance proceeds shall be paid one-half to Lessee and one-half to Lessor.

Section 11. No Partnership, Joint Venture or Employment Relationship. Nothing in this Lease shall be construed to render the Lessor in any way or for any purpose a partner, joint venturer, associate, or employer in any relationship with Lessee and Lessee's officers, members, volunteers, employees, and agents other than that of Lessor and Lessee, nor shall this Lease be construed to authorize either to act as agent for the other.

Section 12. Lessee's Default; Cure Periods. In the event Lessee shall fail to perform any of the provisions contained herein on Lessee's part to be performed, Lessee shall not be deemed to be in breach or default hereunder unless Lessor shall first have given Lessee thirty (30) days notice of any alleged breach or default, and Lessee shall have such periods of time within which to remedy or cure any such alleged breach or default. Any such written notice shall specify the alleged breach or default. If any default cannot reasonably be cured within thirty (30) days, the commencement of the cure of such default within such thirty (30) day period shall be deemed to be a cure of such default, provided such cure is diligently prosecuted to completion.

Section 13. Compliance With Laws.

a. General. Lessee shall, at Lessee's own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, including but not limited to those requiring capital improvements of the Lease Site, relating to Lessee's use and occupancy of the Lease Site and the Improvements whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Lease Site, the Improvements or Lessee's riding program, the Lessee shall procure and maintain it throughout the term of this Lease. The failure to comply with this paragraph shall constitute grounds for termination of this Lease by Lessor.

b. Smoking. Lessee shall observe the School District rule that permits NO SMOKING or use of tobacco products on School District property.

c. Environmental Laws. Lessee shall at all times, at its own cost and expense, comply with all federal, state and local laws, ordinances, regulations and standards relating to the use, analysis, production, storage, sale, disposal or transportation of any hazardous materials ("Hazardous Substance Laws"), including oil or petroleum products or their derivatives, solvents, PCB's, explosive substances, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive, corrosive, contaminating or pollution materials ("hazardous substances") which are now or in the future subject to any governmental regulations.

Section 14. Taxes and Utilities.

Section 14.1 Taxes. Lessee shall pay during the term of this Lease, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Lease by any governmental agency or entity on or against the Lease Site, the Improvements located on the Lease Site, personal property located on or in the Lease Site or Improvements, and the leasehold estate created by this Lease. Should taxes, assessments or other charges be assessed with or as part of other property owned by Lessor, the share of the taxes, assessments, or other charges for which Lessee is liable shall be determined as follows: Lessee shall pay an amount equal to that portion of the taxes, assessments, and other charges that bears the same ratio to the total of the taxes, assessments, and other charges as the ground area of the Lease Site bears to the ground area of the total property taxed or assessed.

Section 14.2. Tax Hold-Harmless Clause. Lessee shall indemnify, defend and hold Lessor and the property of Lessor including the Lease Site and any Improvements now or hereafter located on the Lease Site, free and harmless from any liability, loss, or damage resulting from any taxes, assessments, or other charges required to be paid by Lessee and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments, or other charges.

Section 14.3. Utilities. Lessee shall pay or cause to be paid, and hold Lessor and the property of Lessor including the Lease Site free and harmless from, all charges for the furnishing of gas, water, electricity, telephone service, and other public utilities to the Lease Site and the Improvements during the term of this Lease and for the removal of garbage and rubbish from the Lease Site during the

term of this Lease. Any additional or new connections or use of Lessor's utility services shall be approved by the Lessor.

Section 15. Termination.

Section 15.1. Option to Acquire Buildings and Improvements on Termination. All buildings placed on the site by Lessee, and any improvements made by Lessee, shall remain the property of Lessee. At termination of this Lease, Lessee must remove all buildings and improvements at no cost to the Lessor. In the event Lessee intends to sell and Lessor intends to acquire the buildings or other improvements on the Lease Site from Lessee, within 15 days of termination of Lease the Lessor shall notify Lessee in writing of its intent. In the event the Lessor delivers such notice to Lessee of its intent to acquire the buildings and/or improvements on the Lease Site, Lessee and Lessor shall negotiate in good faith regarding the terms and conditions of said acquisition.

Section 15.2. Surrender of Premises. On expiration or earlier termination of the Lease, Lessee shall surrender the Lease Site and all Improvements retained by Lessor in as good, safe, and clean condition as practicable, reasonable wear and tear excepted.

Section 15.3. Cancellation by Lessor. Lessor shall have the right to cancel or terminate this Lease before expiration of its original term or any time the Governing Board of Lessor determines that the Lease Site is to be sold to a third party or the Lessee is no longer providing, at minimum, clothing for needy families within the District. To exercise this right, Lessor shall give Lessee a written notice of the intent to terminate this Lease. The notice shall state the date by which Lessee is required to vacate and surrender the Lease Site and Improvements ("the termination date"), which date must be at least 60 days after the date of the Lessor's written notice to Lessee.

Section 15.4. Effect of Cancellation by Lessor. If this Lease is terminated pursuant to Section 15.3, it shall be null and void as of the termination date or as of the date Lessee actually surrenders the possession of the Lease Site and Improvements, whichever is later. Before that time, the parties shall be bound by all terms, covenants, and conditions of this Lease.

Section 15.5. Environmental Laws. Upon the expiration or earlier termination of the Lease, Lessee shall:

- a) Cause all hazardous substances previously owned, stored or used by Lessee to be removed from the Lease Site and disposed of in accordance with applicable provisions of law;
- b) Remove any aboveground and underground storage tanks or other containers installed or used by Lessee to store any hazardous substances on the Lease Site, and repair any damage to the Lease Site caused by such removal;
- c) Cause any soil or other portion of the Lease Site which has become contaminated by any hazardous substances stored or used by Lessee on the Lease Site to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of governmental authorities; and
- d) Surrender possession of the Lease Site and any Improvement retained by Lessor to Lessor free of contamination attributable to toxic materials or hazardous substances generated or used

by Lessee or stored or disposed of by any person other than Lessor in or on the Lease Site during the term of the Lease.

Section 16. Miscellaneous Provisions.

Section 16.1 Waiver. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

Section 16.2. Assignment. This Lease constitutes a personal contract and no party hereto shall assign or transfer this Lease, or any part thereof.

Section 16.3. Entire Agreement. This Lease, together with any documents incorporated by reference, constitutes the sole and only agreement between Lessor and Lessee respecting the Lease Site, the leasing of the Lease Site to Lessee, the construction of Improvements, and the lease terms set forth in this Lease, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Lease Site, their leasing to Lessee by Lessor, or any other matter discussed in this Lease not expressly set forth in this instrument are null and void.

Section 16.4. Notices. All notices or other communications of any kind which either party is required or permitted by this Lease or by law to serve on the other party in connection with this Lease must be served in writing by personal delivery, by facsimile, or by registered or certified mail, return receipt requested, deposited in the United States mail, with postage prepaid thereon, and addressed to the party to be served as follows:

If to Lessor: Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
Attention: Assistant Superintendent, Facilities and Planning
Fax No. 916-686-7754

If to Lessee: Elk Grove Community Food Bank Services
8820 Elk Grove Boulevard
Elk Grove, CA 95624
Attention: Director
Fax No. (916) 552-2656

The parties may change the above addresses by giving written notice of that change in the manner provided herein.

Section 16.5 Binding on Successors and Assigns. This Lease shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by the Lessor to any assignment of this Lease of any interest in the Lease.

Section 16.6 Modifications. No modification of any provision of this Lease shall be effective unless such modification shall be in writing and signed by the parties.

Section 16.7. Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 16.8. Time of Essence. Time is expressly declared to be of the essence in this Lease.

Section 16.9. Memorandum of Lease for Recording. Neither party shall record this Lease without the written consent of the other. However, Lessee shall, at the request of Lessor at any time during the term of this Lease, execute a memorandum or "short form" of this Lease for purposes of, and in a form suitable for, recordation. The memorandum or "short form" of this Lease shall describe the parties, set forth a description of the Lease Site, specify the term of this Lease, incorporate this Lease by reference, and include any other provisions required by Lessor.

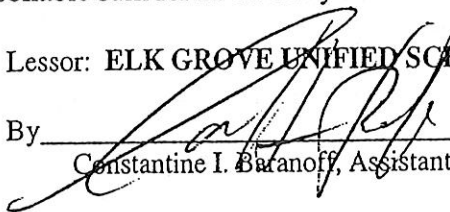
Section 16.10. Authority. All persons executing this Lease warrant and represent that they have the power and authority to execute this Lease on behalf of the entities they purport to represent and that all formalities required by law have been fully complied with by the governing body of the entity they represent.

Section 16.11. Effective Date. The Effective Date of this Lease is **September 10, 2004**.

Section 16.12. Attorney's Fees. Should any litigation be commenced between the parties to this Ground lease regarding enforcement of its terms and conditions, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to receive from the losing party a reasonable sum for its attorney's fees and costs of suit.

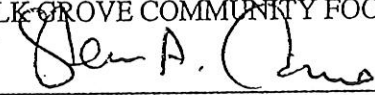
Lessor: ELK GROVE UNIFIED SCHOOL DISTRICT

By

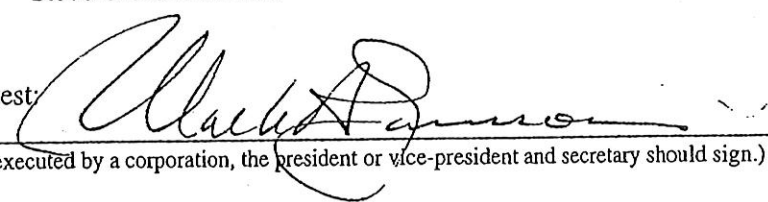

Constantine I. Baranoff, Assistant Superintendent, Facilities and Planning

Lessee: ELK GROVE COMMUNITY FOOD BANK SERVICES

By


Steve Caruso Director

Attest:


(If executed by a corporation, the president or vice-president and secretary should sign.)

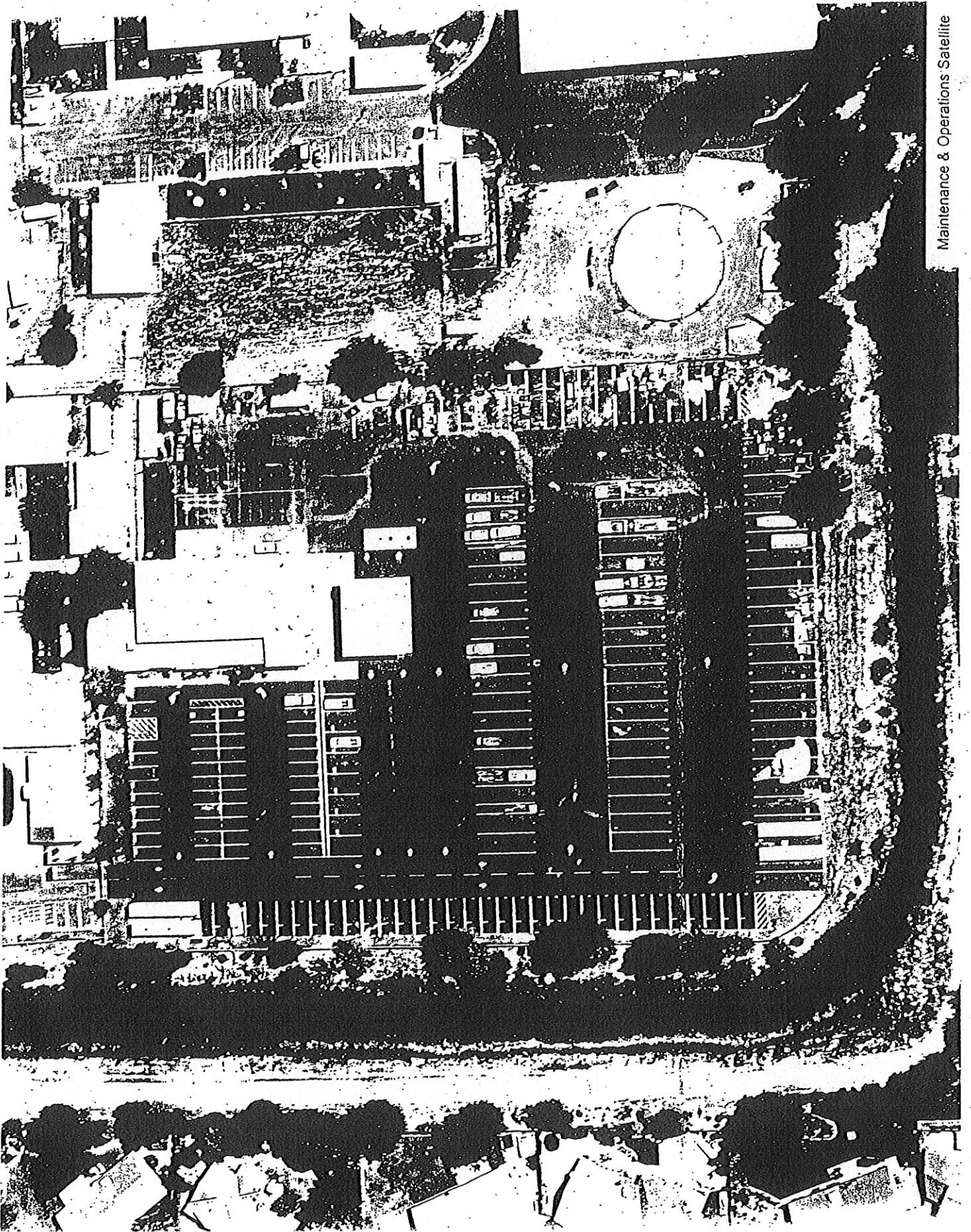


EXHIBIT B
(Access to Lease Site)

