
Documents Attached:

1. Termination Agreement and Quit Claim Deed
2. Resolution Agreement for Termination of Leases and Quit Claim Deed
3. Agenda Item Resolution

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business & Operations Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attention: Tina Alvarez -Bevens

(Recording Fee : Exempt
under Section 27383 of
the Government Code)

TERMINATION AGREEMENT AND QUIT CLAIM DEED

THIS TERMINATION AGREEMENT AND QUIT CLAIM DEED (this "Agreement") dated as of December 10, 2023, is entered by and between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a political subdivision duly organized and existing under and by virtue of the laws of the State of California (the "District"), and John F. Otto, Inc. dba Otto Construction (the "Developer").

WITNESSETH

WHEREAS, District and Developer entered into a Facilities Lease, dated May 19, 2022, as amended ("Facilities Lease") and a Site Lease, dated May 19, 2022 ("Site Lease") for the construction of certain improvements by the Developer at the District's Luther Burbank Pool Replacement and Locker Room Improvement project ("Project"), located at 3500 Florin Road Sacramento, California 95823, as described in Exhibit A hereto and incorporated herein ("Project Site");

WHEREAS, under the terms of the Site Lease the District leased the Project Site to the Developer for the construction of the Project ;

WHEREAS

California All - Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202_, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his /her authorized capacity, and that by his /her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument .

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary Public

RESOLUTION NO . 3368

RESOLUTION OF THE GOVERNING BOARD
OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
TO ACCEPT AGREEMENT FOR TERMINATION OF LEASE S
AND QUIT CLAIM DEED

WHEREAS , Sacramento City Unified School District ("District") and J6 ()JT7h ; and
WHEREAS , the District and the Developer agree that the District has fulfilled i
obligations under the Facilities Lease and that fee title to the Project and the
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BOARD AGENDA ITEM

DATE: December 14, 2023 ITEM NO . 12.1h

TOPIC: APPROVAL OF RESOLUTION NO. 3368 TO ACCEPT
TERMINATION OF LEASE S AND QUIT CLAIM DEED FOR THE
LUTHER BURBANK POOL REPLACEMENT AND LOCKER ROOM
IMPROVEMENT PROJECT

DESCRIPTION: On May 19, 2022, the Sacramento City Unified School District ("District") and John F. Otto, Inc. dba Otto Construction ("Developer ") executed the Site Lease and Facilities Lease for the Luther Burbank Pool Replacement and Locker Room Improvement ("Project").

On or about September 11, 2023, the District and Developer executed the Memorandum of Commencement Date under the Facilities Lease, acknowledging that (i) Developer had completed the construction of the Project, (ii) the District had accepted and entered into possession of the Project, (iii) the term for lease payments under the Facilities Lease would now commence.

The District has paid its obligations under the Facilities Lease in full , including paying the balance of the lease payments to Developer. Upon District's payment in full, Developer has executed 5.096 0 5.096 0 5.096 0 T10.6 w 5.096 0 Tm 0 T9(fu)-.6 1 of5. 5ir

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
_____	_____	\$ _____	_____

