

Subject : Approve Resolution No. 33 74: Agreement for Termination of Leases and Quit Claim Deed for the John F. Kennedy High School C -Wing HVAC Replacement Project

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division : Business Services

Background/Rationale : On May 19, 2022, the Sacramento City Unified

("District") and Landmark Construction ("Developer") executed the Site Lease and Facilities Lease for the John F. Kennedy C-Wing HVAC Replacement ("Project").

On or about September 14, 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 a Termination Agreement and Quitclaim Deed, which will

Documents Attached:

1.

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 January 18, 2024, 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

1. Termination of Leases. The District and the Developer do hereby unconditionally terminate the Facilities Lease, which pertains to that certain real property defined above as the Project Site, as more particularly described in the Facilities Lease and incorporated herein by reference. The District and Developer concurrently unconditionally terminate the related Site Lease, which pertains to that certain real property defined above as the Project Site, as more particularly described in the Site Lease and incorporated herein by reference. The District and the Developer agree that the District has fulfilled its obligations under the Facilities Lease and fee title to the Project and the Project Site leased thereunder is to vest in the District. The Developer and its successors and assigns shall be released from all obligations and liabilities as to the Project Site, the Facilities Lease and the Site Lease, whether arising or accruing prior to or following the date hereof, except for warranty, guarantee and latent defect obligations to the District. The Facilities Lease and the Site Lease shall no longer have any force or effect.

2. Quitclaim. The Developer does hereby remise, release and forever quitclaim the Project Site and the Project to the District.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4. Counterparts. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto and may be executed in one or more counterparts, each

P 13.08 Tm(d)-83

CERTIFICATE OF ACCEPTANCE

This Acceptance dated as of January 18, 2024, is executed by the SACRAMENTO CITY
UNIFIED

BOARD AGENDA ITEM

DATE: January 18, 2024 ITEM NO. _____

TOPIC: APPROVAL OF RESOLUTION NO. 3374 TO ACCEPT
TERMINATION OF LEASES AND QUIT CLAIM DEED FOR THE
JOHN F. KENNEDY C -WING HVAC REPLACEMENT PROJECT

DESCRIPTION: On May 19, 2022, the Sacramento City Unified School District ("District") and Landmark Construction ("Developer") executed the Site Lease and Facilities Lease for the John F. Kennedy C -Wing HVAC Replacement Project ("Project").

On or about September 14, 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

Section 2. The District hereby accepts and approves the Termination Agreement and Quit Claim Deed terminating the Facilities Lease and the Site Lease and conveying all of Developer's right, title and interest in the Project Site and the Project to the District .

Section 3 . The District does hereby accept all of Developer's right, title and interest in the Project Site and the Project remised, released, quitclaimed and conveyed to the District by the Termination Agreement and Quit Claim Deed .

Section 4 . The Superintendent and the Superintendent's designee s are authorized to take all steps and sign all documents necessary to effect the intent of this resolution , including but not limited to the Termination Agreement and Quit Claim Deed and the Certificate of Acceptance of the real property and facilities located in Sacramento County, California, as more particularly described in the Termination Agreement and Quit Claim Deed .

IN WITNESS WHEREOF, this resolution was approved and adopted by the Governing Board of the Sacramento City Unified School District this 18th day of January , 2024 .

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

President of the Governing Board of the
Sacramento City Unified School District

ATTEST:

Clerk of the Governing Board of the
Sacramento City Unified School District