

L E A S E

THIS AGREEMENT is entered into this 21 day of May, 1973, by and between the City of Pleasanton, a municipal corporation, (hereinafter referred to as "City") and PLEASANTON ELEMENTARY SCHOOL DISTRICT, a school district, (hereinafter referred to as "District").

WHEREAS, Chapter 6 of Division 12 of the Education Code authorizes and empowers cities and public school districts having jurisdiction over the same territory to cooperate with one another for the purpose of authorizing, promoting and conducting programs of community education and recreation which will contribute to the attainment of general educational and recreational objectives for children and adults of this State; and

WHEREAS, City and District have entered into an agreement dated May 21, 1973, for the exchange of certain properties which will provide City with additional park land and District with a site for new offices; and

WHEREAS, District can use the property conveyed to City in conjunction with its educational program to provide additional recreational areas and nature study areas; and

WHEREAS, City is desirous of making its property available for use by District;

NOW, THEREFORE, in consideration of the conditions, covenants and provisions contained herein, the parties hereto agree as follows:

1. City agrees to lease to District for a period of 10 years that certain real property which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

2. As consideration for this lease, District agrees to pay to City the sum of one dollar (\$1.00) per year as rent, said sum to be paid in advance.

3. The term of this lease shall commence on June 1, 1973, and shall automatically terminate on June 1, 1983, unless extended as provided herein by District. District may request that this agreement be extended for an additional 10 years if notice of District's intention to extend this agreement is given to City ninety (90) days prior to the expiration of the original term. City shall inform District within 45 days prior to the expiration of this lease of its decision in respect to said request. Any extension granted pursuant to this clause shall be subject to the same terms and conditions as this agreement except as modified in writing by City and District.

4. District agrees to use the property which is the subject of this agreement for recreational and educational purposes in conjunction with school activities. District, subject to City's approval, may construct improvements remaining on the property of City.

5. District shall be responsible for the maintenance and upkeep of the property and improvements located thereon and to insure the same.

6. District agrees to indemnify and hold harmless from and defend the City, the members of the City Council and their agents, servants and employees, against any and all claims for liability and judgment for injury to or death of any person or damage to property whatsoever, caused by, created by or in any way connected with the use of the property leased pursuant to this agreement.

7. This agreement may not be assigned by District to any other party.

8. This agreement may be terminated by City upon the occurrence of any of the following acts by District: assignment of this lease, use of the property for purposes other than educational or recreational programs; failure to abide by the terms and conditions of this agreement.

9. District shall have the right to purchase all or a part of the property described in Exhibit A for its then fair market value pursuant to the terms set forth in paragraph 5 of the exchange agreement between City and District dated May 21 1973.

10. This agreement shall be binding on the successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto affix their signature to this agreement as of the date first written above.

CITY OF PLEASANTON

Robert M. Pearson
Robert M. Pearson, Mayor

PLEASANTON ELEMENTARY SCHOOL DISTRICT

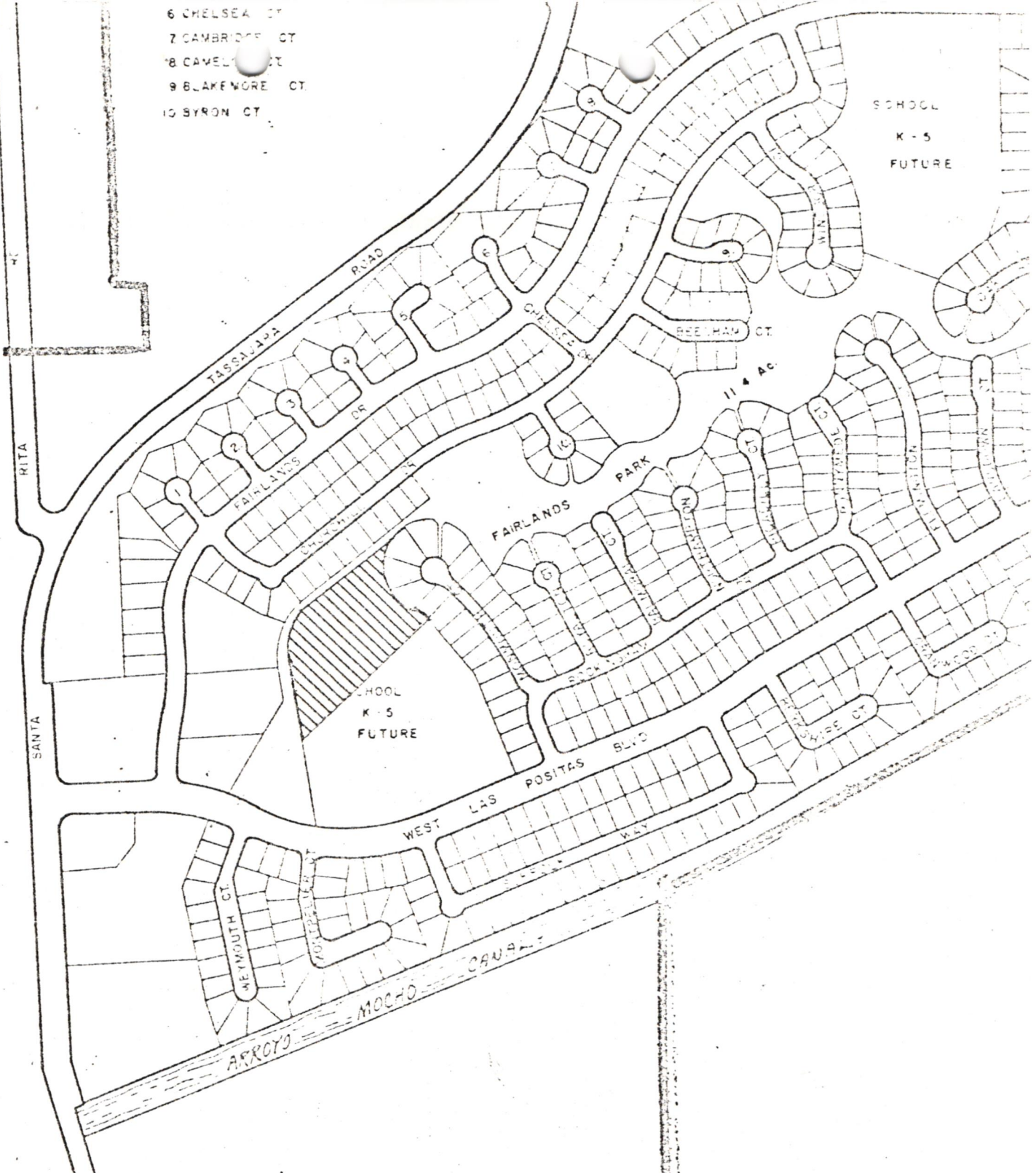
Albert S. Whitaker

APPROVED AS TO FORM

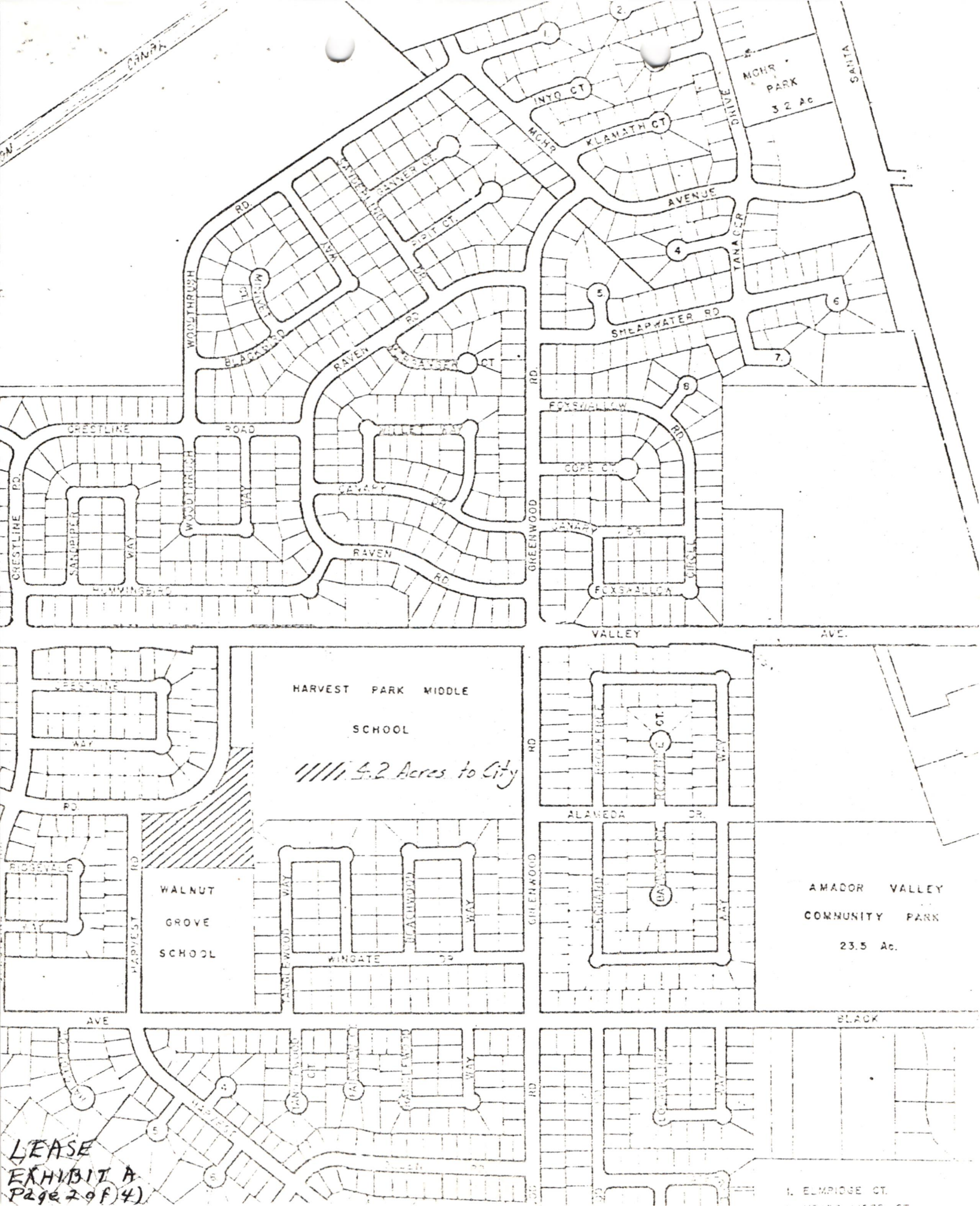
Kenneth C. Scheidig
KENNETH C. SCHEIDIG, City Attorney

Date July 12, 1973

- 6 CHELSEA CT
- 7 CAMBRIDGE CT
- 8 CAMELOT CT
- 9 BLAKEMORE CT
- 10 BYRON CT



/////// 2.7 Acres to City



CANON

MOHR PARK
3.2 Ac

SANTA

INYO CT
MCHR

KLANATH CT

DIVIDE

AVENUE

TANAGER

SHEARWATER RD

GREENWOOD RD

FOXSHALLAW

COPE CT

FOXSHALLA

VALLEY

AVE.

HARVEST PARK MIDDLE
SCHOOL

4.2 Acres to City

GREENWOOD RD

ALAMEDA DR

WINGATE CT

AMADOR VALLEY
COMMUNITY PARK
23.5 Ac.

WALNUT
GROVE
SCHOOL

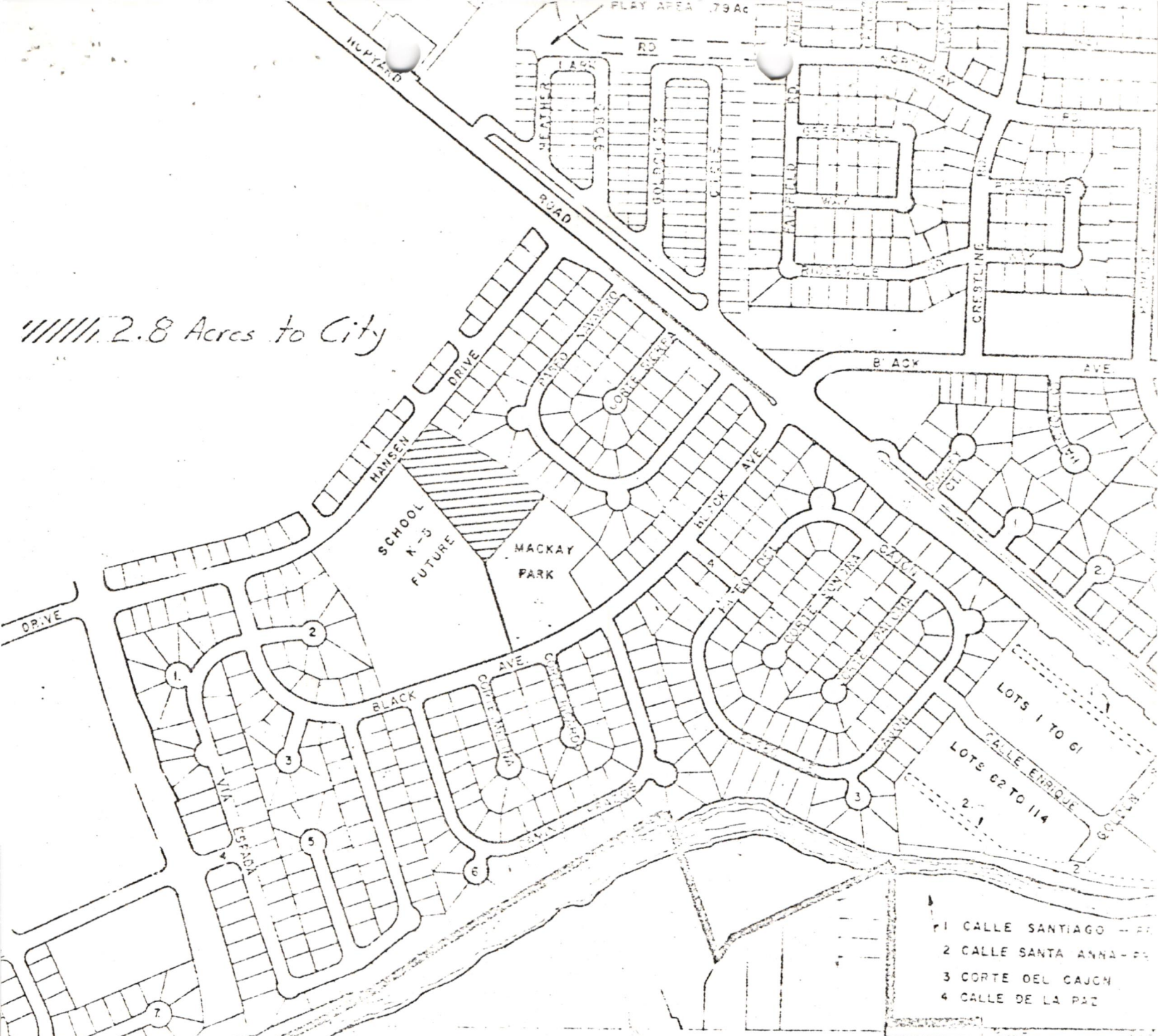
WINGATE DR

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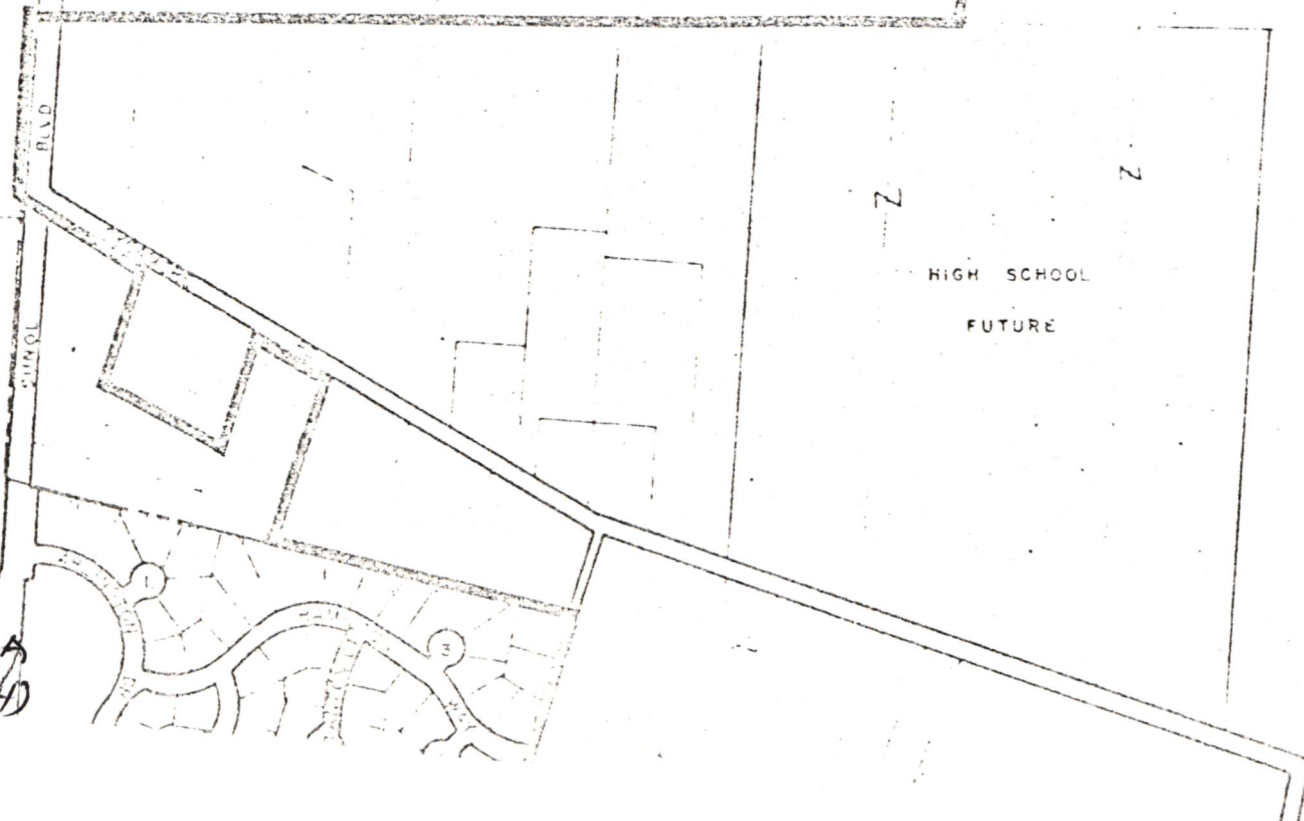
LEASE
EXHIBIT A
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1. ELMPIGGE CT

2.8 Acres to City



- 1 CORTE CALERA
- 2 CORTE ESPADA
- 3 CORTE VENADO
- 4 PASEO SANTA CRUZ
- 5 CORTE DE LA JARA
- 6 CORTE BRAZOS



LEASE
EXHIBIT A
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