

PROPOSED NEW BONSALL HIGH SCHOOL
SUBLEASE AGREEMENT

Dated as of April __, 2017

Between

BONSALL UNIFIED SCHOOL DISTRICT

and

[LEASE-LEASEBACK ENTITY]

**PROPOSED NEW BONSALL HIGH SCHOOL
SUBLEASE AGREEMENT**

This SUBLEASE AGREEMENT ("Sublease") is dated as of this ___TH day of April, 2017 and is by and between the **BONSALL UNIFIED SCHOOL DISTRICT**, a school district duly organized and existing under the laws of the State of California ("District"), and **[LEASE-LEASEBACK ENTITY]**, a corporation duly organized and operating under the laws of the State of California ("Lessor").

RECITALS:

WHEREAS, pursuant to Section 17400 et seq. of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, California Education Code section 17406 permits the governing board of a school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease; and

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction and installation of certain improvements for the **PROPOSED NEW BONSALL HIGH SCHOOL** as described in Exhibit "A" attached hereto (the "Project") and situated on the existing school site described in Exhibit "B" attached hereto (the "Site"); and

WHEREAS, pursuant to Section 17406 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the "Site Lease") attached hereto as Exhibit "C" in consideration of Lessor leasing and subleasing the Project and the Site to the District pursuant to the terms of this Sublease; and

WHEREAS, the District owns the Site and pursuant, to that certain Construction Services Agreement entered into by and between the District and Lessor of even date herewith (the "Construction Services Agreement") attached hereto as Exhibit "D, " has or will have prepared and adopted plans and specifications for the completion of the Project which have been approved pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS, the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.