

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Redwood City School District
750 Bradford Street
Redwood City, CA 94063-1727
Attention: _____

(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 _____, 2026, is entered by and between the REDWOOD CITY SCHOOL DISTRICT, a political subdivision duly organized and existing under and by virtue of the laws of the State of California (the "District"), and BLACH CONSTRUCTION COMPANY (the "Developer").

WITNESSETH

WHEREAS, District and Developer entered into a Facilities Lease, dated May 14, 2025, as amended ("Facilities Lease") and a Site Lease, dated May 14, 2025 ("Site Lease") for the construction of certain improvements by the Developer at the Redwood City School District – HVAC Upgrades Project ("Project"), located at Taft Community School, 903 Tenth Avenue, Redwood City, CA 94063; Hoover Community School, 701 Charter Street, Redwood City, CA 94063; Roosevelt School, 2223 Vera Avenue, Redwood City, CA 94061; and Adelante Selby Spanish Immersion School, 170 Selby Lane, Atherton, CA 94027, 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, under the terms of the Facilities Lease the District leased back the Project from the Developer and was obligated to make lease payments to the Developer for the lease of the Project;

WHEREAS, the District has paid its Project obligations in full which were secured by the lease payments payable under the Facilities Lease by making its final lease payment to the Developer and the District has paid all other amounts due or to become due with respect to the Facilities Lease;

WHEREAS, upon such payment in full, title to the Project leased under the Facilities Lease is to vest in the District and the Facilities Lease and the Site Lease are to terminate immediately upon such payment; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer do hereby agree as follows:

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 of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ACCEPTED AND AGREED on the first date indicated above.

REDWOOD CITY SCHOOL DISTRICT

BLACH CONSTRUCTION COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"
PROPERTY DESCRIPTION

Attached is the Legal Description for:

Redwood City School District HVAC Upgrades Projects

Taft Community School
903 Tenth Ave. Redwood City, CA 94063
APN: 055063130

Real property in the Redwood City, County of San Mateo, State of California, described as follows:

PARCEL ONE: Located on Tenth Ave between Bay Rd, Eighth Ave, and Page Rd.

Hoover Community School
701 Charter St. Redwood City, CA 94063
APN:054073010, 054064030

Real property in the Redwood City, County of San Mateo, State of California, described as follows:

PARCEL ONE: Located on Charter St between Stambaugh St, Laurel St, and Spring St.

Roosevelt School
2223 Vera Ave. Redwood City, CA 94061
APN:058393470

Real property in the Redwood City, County of San Mateo, State of California, described as follows:

PARCEL ONE: Located on Vera Ave between Upton St and Euclid Ave.

Adelante Selby Spanish Immersion School
170 Selby Ln, Aherton, CA 94027
APN:059321120

Real property in the Redwood City, County of San Mateo, State of California, described as follows:

PARCEL ONE: Located on Selby Ln across from Serrano Dr, near Himmel Ave and Nimitz Ave

Clifford Elementary School
225 Clifford Ave, Redwood City, CA 94062
APN:051101140

Real property in the Redwood City, County of San Mateo, State of California, described as follows:

PARCEL ONE: Located on Clifford Ave between Bromely Dr, Victoria Mnr, and Debbie Ct.

Garfield Community School K-8
3600 Middlefield Rd, Menlo Park, CA 94025
APN:060100060

Real property in the Redwood City, County of San Mateo, State of California, described as follows:

PARCEL ONE: Located on Middlefield Rd between Semicircular Rd, Arrowhead Ln, Glendale Ave, and Jennings Ln.

Henry Ford Elementary School
2498 Massachusetts Ave, Redwood City, CA 94061
APN:069123240

Real property in the Redwood City, County of San Mateo, State of California, described as follows:

PARCEL ONE: Located on Massachusetts Ave between Hampton Ave and Maddux Dr.

Kennedy Middle School
2521 Goodwin Ave, Redwood City, CA 94061
APN:069052010

Real property in the Redwood City, County of San Mateo, State of California, described as follows:

PARCEL ONE: Located on Goodwin Ave between Connecticut Dr, Washington Ave, and Maddux Dr.

KIPP Excelencia Community Prep/Connect Community Charter School
2950 Fair Oaks Ave, Redwood City, CA 94063
APN:054250380

Real property in the Redwood City, County of San Mateo, State of California, described as

follows:

PARCEL ONE: Located on Fair Oaks Ave between Oakside Ave and Hampshire Ave.

Orion Alternative School
555 Avenue Del Ora, Redwood City, CA 94062
APN:058161390

Real property in the Redwood City, County of San Mateo, State of California, described as follows:

PARCEL ONE: Located on Avenue Del Ora between Myrtle St, Eagle Hill Terrace, and Harrison Ave.

Rocketship Redwood City Prep
909 Roosevelt Ave, Redwood City, CA 94061
APN:053102210

Real property in the Redwood City, County of San Mateo, State of California, described as follows:

PARCEL ONE: Located on Roosevelt Ave between Johnson St, Hudon St, and Oak Ave.

Roy Cloud Elementary School
3790 Red Oak Way, Redwood City, CA 94061
APN:057372340

Real property in the Redwood City, County of San Mateo, State of California, described as follows:

PARCEL ONE: Located on Red Oak Way between Emerald Hill Rd, Jefferson Ave, and Glennan Dr.

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 SANTA CLARA)

On _____, 2025, 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

CERTIFICATE OF ACCEPTANCE

This Acceptance dated as of _____, 2025, is executed by the REDWOOD CITY SCHOOL DISTRICT, a public school district duly organized and existing under and by virtue of the laws of the State of California (the "District").

In consideration of the covenants contained in the Termination Agreement and Quit Claim Deed and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby accepts that certain real property and facilities located in the County of Los Angeles, California, as more particularly described in that certain Termination Agreement and Quit Claim Deed dated as of the date hereof, by and between the District and Blach Construction Company.

IN WITNESS WHEREOF, the District has executed this Acceptance as of the date first written above.

REDWOOD CITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____