NOVATO UNIFIED SCHOOL DISTRICT

TRANSFER AND CONVEYANCE AGREEMENT

THIS TRANSFER AND CONVEYANCE AGREEMENT ("Agreement"), dated as of _____, 2025 ("Effective Date"), is entered into by and between the Novato Unified School District ("District"), a California public school district, and Novato Charter School ("Charter"), a California nonprofit public benefit corporation operating a charter school authorized by District (Charter No. 0089) (each a "Party," and, together, the "Parties").

RECITALS

WHEREAS, Charter has been operating as a charter school within the boundaries of District since August 7, 1996, located at 940 C St., Novato, CA 94949-5060 ("Charter Site");

WHEREAS, Charter owns ten (10) portable modular classroom buildings (each a "Portable," and, together, the "Portables") at the Charter Site, each approved by the Division of the State Architect ("DSA"), as further described herein:

1. Port A (Teacher Workspace/RSP), DSA No. 120008, originally approved March 10, 2022;
2. Port B (Music Room/RSP/Counseling), DSA No. 108090, originally approved June 8, 2006;
3. Port 1 (5th grade), DSA No. 103672, originally approved June 26, 2001;
4. Port 2 (6th grade), DSA No. 103672, originally approved June 26, 2001;
5. Port 3 (Restroom), DSA No. 103672, originally approved June 26, 2001;
6. Port 4 (7th grade), DSA No. 103672, originally approved June 26, 2001;
7. Port 5 (8th grade), DSA No. 103672, originally approved June 26, 2001;
8. Port 6 (RSP), DSA No. 103672, originally approved June 26, 2001;
9. Port 7 (administration), DSA No. 103672, originally approved June 26, 2001; and,
10. Port 8 (kindergarten), DSA No. 108090, originally approved June 8, 2006.

WHEREAS, the Portables are further described in the attached **Exhibit A**, and are presently located at the Charter Site.

WHEREAS, the Portables are administered pursuant to the Lease and Facilities Use Agreement ("Lease"), approved and ratified by District's Board of Education on May 17, 2016, and approved and ratified by Charter's Board of Directors on _____;

WHEREAS, District is obligated by Education Code section 47614 et seq. ("Ed. Code 47614") to "make available, to each charter school operating in the school district, facilities sufficient for the charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district."

WHEREAS, District intends to apply for funding from the state of California's Department of General Services ("DGS") via the School Facility Program ("SFP"), such that District may receive funds to construct, renovate, reconstruct, rebuild, and otherwise improve its school facilities including facilities at the Charter Site ("SFP Application");

WHEREAS, Charter desires to induce District to submit an SFP Application, because the constructed, renovated, reconstructed, rebuilt, or otherwise improved Charter Site facilities funded by SFP may be made available to students of Charter, consistent with Ed. Code 47614;

WHEREAS, the Parties entered into an Amendment No. 1 to Lease and Facilities Use Agreement by and between District and Charter, to amend the Lease in order to properly give effect to the terms and conditions of this Agreement; and,

WHEREAS, the Parties now desire to enter into this Agreement to set forth the terms and conditions governing the transfer and conveyance of the Portables from Charter to District.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. Transfer of the Portables.

a. Charter hereby transfers and conveys to District, and District hereby accepts and assumes, all of Charter's right, title, and interest in and to the Portables described in **Exhibit A**, attached hereto and incorporated by this reference. **In exchange for the Portables, District hereby commits to submitting an SFP Application as soon as practicable**, at its own expense, and no later than October 30, 2025 ("Application Period"). Furthermore, if the SFP Application is accepted and funding specifically designated for the Charter Site's facilities is granted by DGS ("Funding"), District shall facilitate Charter's use of such Funding received by the District to improve the Charter Site's facilities, including for constructing and/or reconstructing new classrooms and/or other erected structures to replace the Portables.

b. The Parties agree that District's submission of the SFP Application represents duly accepted consideration, the sufficiency and adequacy of which is hereby acknowledged. The Parties further agree that District shall have satisfied the requirement to submit the SFP Application once it has duly submitted a valid application which satisfies the basic application criteria imposed by SFP as of the Effective Date, and that any delays affecting when the Funding is received, including those resulting from developments such as (i) DGS review of the SFP Application, (ii) any denial of the SFP Application if District subsequently pursues any available administrative or legal appeal within three (3) months, (iii) any request(s) for additional information associated with the SFP Application, or (iv) any other substantial development related to the SFP Application, shall not represent a breach of District's duties under this Section. For the avoidance of doubt, Charter hereby acknowledges that District being awarded the Funding is not a requirement for District's duties under this Section to be considered satisfied.

c. The transfer of the Portables shall be deemed effective as of the Effective Date, subject to the execution of this Agreement by both Parties, as authorized by the Parties' governing boards. All risk of loss with respect to the Portables shall be deemed transferred to District as of the Effective Date. Charter shall execute all documents necessary to transfer right, title, and interest in and to the Portables to District, and with Charter's cooperation, District shall take all necessary action to accept the transfer of right, title, and interest in and to the Portables from Charter. Any fees or taxes that may be

associated with the transfer of right, title, and interest in and to the Portables, whether pursuant to this Section or Section 3, shall be paid by Charter at Charter's own expense.

2. Representations and Warranties. Charter represents and warrants that it has good and marketable title to the Portables and that the Portables are transferred to District free and clear of all liens, claims and/or encumbrances of whatever kind or nature.

Charter further represents and warrants that the condition, functionality, and other applicable attributes of the Portables are, as of the Effective Date, such that each Portable is suitable for any foreseeable purpose of District, such purposes hereby including academic administration of a K-8 public school district, the conducting of K-8 grade level classes in a public school setting, and other, related educational programs and initiatives ("Purposes"). District is hereby acknowledged to have recourse against Charter as to the condition, functionality, and other applicable attributes of the Portables, if any defect thereof materially interferes with the Purposes.

Charter hereby acknowledges responsibility for any inaccuracies, insufficiencies, or omissions in its description of the suitability of the Portables for the Purposes. Charter acknowledges Charter's liability with respect to the Portables transferred to District, including liability for indirect, incidental or consequential damages.

a. Hazardous Substances. Charter represents and warrants that: (1) Charter has not received any notice from any local, state, or federal agency of any Hazardous Substances of any type or nature, solid, liquid, or gaseous, which exists or has existed above, on, within, or beneath the Portables; (2) there has been no use, discharge, release, generation, storage, or disposal of in, on, within, or under any of the Portables of any Hazardous Substances (as defined in **Exhibit B**, attached hereto) except in accordance with applicable law; and, (3) there are no underground storage tanks located under the Portables. Charter hereby agrees to provide and disclose to District, as a condition precedent to the terms, conditions, obligations, and covenants applicable to District under this Agreement becoming effective, within (3) days of the Effective Date, any and all documents in Charter's possession regarding the existence, use, application or removal of Hazardous Substances on or in the immediate vicinity of the Portables.

3. Termination.

a. Event of Termination. In the event of termination of this Agreement pursuant to Sections 3(b) or 3(c), (A) the Parties shall be solely responsible for their associated costs resulting from this Agreement, except as otherwise provided in this Agreement, (B) the right, title, and interest in and to the Portables shall revert to Charter, and (C) Charter shall, at its sole expense, remove the Portables from the Charter Site upon expiration of the Lease. Furthermore, in such event, neither Party shall have any further liability or obligation under this Agreement whatsoever, except as expressly provided herein. In the event that this Agreement is so terminated, (a) all risk of loss with respect to the Portables shall be deemed transferred back to Charter as of the date when Charter is duly notified about the termination of this Agreement, (b) District shall execute all documents necessary to transfer right, title, and interest in and to the Portables back to Charter, and (c) with District's cooperation, Charter shall take all necessary action to accept the transfer back of right, title, and interest in and to the Portables from District.

b. Termination by District. If (1) the SFP Application, after exhausting any and all available administrative or legal appeals which District wishes to pursue, is denied, and therefore the Funding is not received, (2) District provides written notice to

Charter that it has determined, within its sole judgment and discretion, that submitting the SFP Application no longer serves the Purposes, or, (3) District provides written notice to Charter that it has determined, within its sole judgment and discretion, that its best interests are served by withdrawal of the SFP Application, then this Agreement shall be deemed to have been terminated pursuant to Section 3(a).

c. Termination at Expiration of Application Period. If the Application Period expires before District submits the SFP Application, then this Agreement shall, effective as of the day after the expiration of the Application Period (or, for the avoidance of doubt, October 31, 2025), be deemed to have been terminated pursuant to Section 3(a).

d. Termination after Funding Received. If the Funding is received and utilized to construct and/or reconstruct new classrooms and/or other erected structures to replace the Portables at the Charter Site, then this Agreement shall be deemed to have been terminated as of the date when disassembly, demolition, and/or removal of the Portables begins. Such termination shall result in right, title, and interest in and to, and any remaining risk of loss with respect to, the Portables being deemed immediately transferred back to Charter.

4. Indemnification.

a. To the furthest extent permitted by California law, Charter shall indemnify and hold harmless the District and its Governing Board, agents, representatives, employees, consultants, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Agreement unless caused by the active negligence or willful misconduct of the Indemnified Parties (the "Claims"). Charter shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Charter's own expense, including attorneys' fees and costs, from any and all such Claims. The District shall have the right to accept or reject any legal representation that Charter proposes to defend the District.

b. To the fullest extent permitted by law, the DISTRICT shall defend, indemnify, and hold CHARTER harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Service Contract but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the District, it officers, employees, volunteers, or agents.

5. Limitation of Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the costs and expenses associated with preparing and submitting the SFP Application. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Portables.

6. Notices. All notices, demands and other communications required or permitted hereunder shall be in writing, personally delivered or mailed by first-class registered or certified mail, return receipt requested, postage prepaid or delivered by

Federal Express, or another nationally recognized overnight commercial courier against receipt, or sent by electronic mail (email) to:

If to Charter:	**If to District:**
Novato Charter School Attn: __ 940 C St. Novato, CA 94949 Email: __ Tel: 415-883-4254	Novato Unified School District Attn: __ 1015 7th St. Novato, CA 94945 Email: __ Tel: 415-897-4201

7. Further Assurances. The Parties agree to cooperate with each other and to execute, deliver, and record such other agreements and documents and to take any other actions as are reasonably necessary or helpful to more effectively consummate the transactions contemplated under this Agreement and to carry out its purpose and intent.

8. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County of Marin, California.

9. Attorneys' Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation expenses, witness fees, court costs, and attorneys' fees incurred in connection with such litigation.

10. Integration/Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to Charter's transfer and conveyance of the Portables to District, and supersedes all prior discussions, negotiations, and agreements, whether oral or written, regarding the same.

11. Amendment. This Agreement may be amended or modified only by a written instrument executed by both Parties.

12. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

13. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

14. Authority to Bind Parties. Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

15. Interpretation. The language of all the parts of this Agreement shall be construed simply and according to its fair meaning, and this Agreement shall never be construed either for or against either Party. The captions of the paragraphs of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement or limit or amplify any of its terms or provisions.

16. Signature Authority. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. This Agreement shall not be of any force or effect until approved by the Parties' governing boards.

17. Incorporation of Recitals and Exhibits. Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

18. Counterparts and Copies. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. A photocopy or electronic copy of the executed Agreement shall have the same force and effect as an original for all purposes.

19. Time is of the Essence. Time is of the essence of each provision of this Agreement in which time is an element.

20. Waiver. No waiver by either Party of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law or in equity.

21. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

22. Survival. In the event of termination under Section 3, all obligations and covenants under this Agreement shall be deemed immediately released and of no further effect, excluding this Section and Sections 4, 5, 8, and 9.

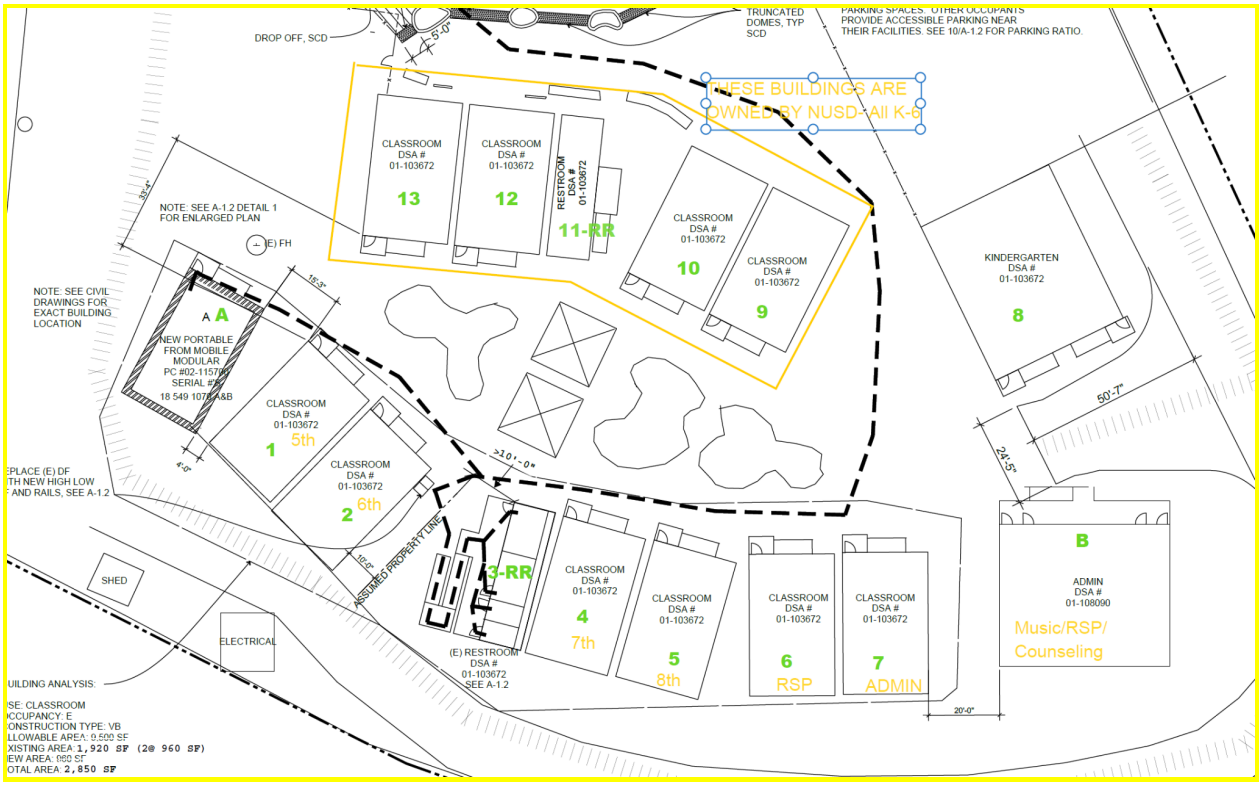
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

NOVATO UNIFIED SCHOOL DISTRICT	**NOVATO CHARTER SCHOOL**
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

DESCRIPTION OF PORTABLES

Site Map



List of Portables

School District:	Novato USD											
Site Name:	Novato Charter											
					2004	> 15 + 1 Years Old			All Spaces < 15 + 1 Years Old			
Building or Classroom Number	DSA #	Type	Date of Original DSA Approval	Date Eligible	Regular Classroom	Non-Severe Classroom	Severe Classroom	Total Square Feet	Regular Classroom	Non-Severe Classroom	Severe Classroom	Total Square Feet
Port A - Teacher Workspace, RSP	120008	Port	3/10/2022	3/6/2038					1			960
Port B - Music Room/RSP/Counseling	108090	Port	6/8/2006	6/4/2022	1			1,920				
Port 1- 5th	103672	Port	6/26/2001	6/22/2017	1			960				
Port 2 - 6th	103672	Port	6/26/2001	6/22/2017	1			960				
Port 3-RR	103672	Port	6/26/2001	6/22/2017				480				
Port 4 - 7th	103672	Port	6/26/2001	6/22/2017	1			960				
Port 5 - 8th	103672	Port	6/26/2001	6/22/2017	1			960				
Port 6 - RSP	103672	Port	6/26/2001	6/22/2017				960				
Port 7 - Admin	103672	Port	6/26/2001	6/22/2017				960				
Port 8 -TK/K	108090	Port	6/8/2006	6/4/2022	1			1,920				
Port 9 - 1st Grade	103672	Port	6/26/2001	6/22/2017	1			960				
Port 10 -2nd Grade	103672	Port	6/26/2001	6/22/2017	1			960				
Port 11- RR	103672	Port	6/26/2001	6/22/2017				480				
Port 12 - 3rd Grade	103672	Port	6/26/2001	6/22/2017	1			960				
Port 13 - 4th Grade	103672	Port	6/26/2001	6/22/2017	1			960				
					10	0	0	14,400	0	0	0	0

[END OF EXHIBIT A.]

EXHIBIT B

HAZARDOUS SUBSTANCES

As used in this Agreement, the term "hazardous substances" means any hazardous, toxic, and/or harmful substance, material, component, subcomponent, product, byproduct, and/or waste that is now, or will become, regulated or prohibited pursuant to all applicable laws, regulations, ordinances, and binding actions of the United States Government, the State of California, a local governmental authority, or any subdivision thereof, including, but not limited to, the United States Environmental Protection Agency, the California Environmental Protection Agency and its constituent boards, departments, and offices (including, but not limited to, the State Water Resources Control Board, Regional Water Quality Control Boards, Department of Toxic Substances Control, and Department of Pesticide Regulation), the State Department of Public Health, and local governmental operations equivalent thereto.

Furthermore, the term "hazardous substances" as used in this Agreement includes, without limitation, any substance, material, component, subcomponent, product, byproduct, or waste that is or may be reasonably defined as: (i) "hazardous waste" under Section 6903(5) of the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq*.); (ii) a "hazardous substance" under Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act ("Superfund") (42 U.S.C. § 9601 *et seq*.); (iii) a "toxic pollutant" under Section 1317(a) of the Federal Water Pollution Control Act (33 U.S.C. § 1311 *et seq*.); (iv) a "contaminant" under Section 300f(6) of the Safe Drinking Water Act (42 U.S.C. § 300f *et seq*.); (v) material creating "unreasonable adverse effects on the environment" under Section 136(z)(bb) of the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 *et seq*.); (vi) "hazardous air pollutants" under Section 7412(b) of the Clean Air Act (42 U.S.C. § 7401 *et seq*.); (vii) a "byproduct material" under Section 2014(e) of the Atomic Energy Act (42 U.S.C. § 2011 *et seq*.); (viii) a "hazardous substance" under Section 13050(p) of the Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq*.); (ix) "hazardous waste" under Section 25117(a) of the Hazardous Waste Control law (Health and Safety Code § 25100 *et seq*.); (x) "hazardous waste" under Section 25208.2(k) of the Toxic Pits Cleanup Act (Health and Safety Code § 25208 *et seq*.); (xi) "hazardous waste" under Section 25159.12 of the Toxic Injection Well Control Act (Health and Safety Code § 25159.10 *et seq*.); (xii) a "hazardous substance" under Section 252814(h) of the Underground Storage of Hazardous Substances Law (Health and Safety Code § 25280 *et seq*.); (xiii) a "hazardous substance" under Section 25316 of the Carpenter-Presley-Tanner Hazardous Substance Account Law (Health and Safety Code § 25300 *et seq*.); (xiv) a "hazardous material" under Section 25395.74 of the California Land Reuse and Revitalization Act (Health and Safety Code § 25395.60 *et seq*.); (xv) a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501(p-r) of the Hazardous Materials Release Response Plans and Inventory law (Health and Safety Code § 25500 *et seq*.); (xvi) substances regulated under the Toxic Mold Protection Act (Health and Safety Code § 26100 *et seq*.); (xvii) chemicals of carcinogenic and reproductive toxicity regulated under the Safe Drinking Water and Toxic Enforcement Act (Proposition 65) (Health and Safety Code § 25249.5 *et seq*.); (xviii) "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," a "hazardous substance," or a "hazardous material," as those terms are defined, in relation to the terms and conditions of this Agreement and this Exhibit, throughout Division 20, Chapters 1 through 20, inclusive, of the Health and Safety Code; (xix) petroleum; (xx) methyl tert-butyl ethers (MTBEs); (xxi) asbestos; (xxii) lead; (xxiii) mercury; (xxiv) dichlorodiphenyltrichloroethane (DDT); (xxv) polychlorinated biphenyl (PCBs); and (xxvi) chlorofluorocarbons (CFCs).

[END OF EXHIBIT B.]

[END OF DOCUMENT.]