

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Al Alt, Vice Chancellor, Administrative Services  
YUBA COMMUNITY COLLEGE DISTRICT  
2088 North Beale Road  
Marysville, CA 95901

This document is recorded for the benefit of the Yuba  
Community College District, and recording is fee  
exempt under Section 6103 of the Government Code.

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**SITE LEASE**

**Enter Project Name**

by and between

YUBA COMMUNITY COLLEGE DISTRICT  
as Lessor

and

**Enter Lease-Leaseback Entity Name**  
as Lessee

Dated as of: enter

## **SITE LEASE**

THIS SITE LEASE (this "Lease") dated as of nn/nn2010 ("Effective Date"), is made and entered into by and between the YUBA COMMUNITY COLLEGE DISTRICT, a California community college district duly organized and validly existing under the Constitution and laws of said State of California, (the "District"), as lessor, and **Enter Lease-Leaseback Entity Name** duly organized and existing under the laws of the State of California ("Corporation"), as lessee. The District and Corporation shall be referred to herein individually as Party and collectively as Parties.

### **RECITALS**

**WHEREAS**, enter project description

**WHEREAS**, the District desires to provide for the construction of enter project description, as more particularly described in Exhibit "A" to the Facilities Lease (defined below) and incorporated herein by this reference (the "Project");

**WHEREAS**, the District is authorized under Section 81335 of the Education Code of the State of California to lease the Site to the Corporation and to have the Corporation construct the Project on the Site and to lease to the District the Site and the Project;

**WHEREAS**, the Governing Board of the District (the "Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to Corporation pursuant to this Lease and by immediately entering into a Facilities Lease under which the District will sublease the Site and lease the Project from Corporation and make Lease Payments on the dates and in the amounts set forth in the payment schedule attached hereto as Exhibit "C" to the Facilities Lease (the "Lease Payment Schedule");

**WHEREAS**, the Corporation is authorized to lease the Site as lessee and to construct the Project on the Site, and has duly authorized the execution and delivery of this Lease;

**WHEREAS**, the District has performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Site Lease and all required acts, conditions and things do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Site Lease.

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements and covenants contained herein, the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

**ARTICLE I  
DEFINITIONS**

Section 1.1 Definitions.

Unless the context clearly otherwise requires, all words and phrases defined in Section 1.1 of the Facilities Lease of even date herewith by and between the District and the Corporation (the “Facilities Lease”) shall have the same meaning in this Lease.

**ARTICLE II  
DEMISING CLAUSES**

Section 2.1 Lease Of The Site.

The District hereby leases to the Corporation, and the Corporation hereby leases from the District the Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Lease, to have and to hold for the term of this Lease. This Lease shall only take effect only (a) if the Facilities Lease is executed by the District and Corporation contemporaneously with the execution of this Lease; and (b) upon issuance of funding approval by the Yuba Community College District for the Project.

Section 2.2 Rental.

In consideration for the lease of the Site by the District to the Corporation and for other good and valuable consideration, the Corporation shall pay One Dollar (\$1.00) to the District.

Section 2.3 No Merger.

The leasing of the Site by the Corporation to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Site, and the Corporation shall continue to have a leasehold estate in the Site pursuant to this Lease throughout the term hereof.

**ARTICLE III  
QUIET ENJOYMENT**

Section 3.1 Quiet Enjoyment.

The Parties intend that the Site will be leased back to the District pursuant to the Facilities Lease for the term thereof. It is further intended that, to the extent provided herein and in the Facilities Lease, if an Event of Default occurs under the Facilities Lease, the Corporation, or its assignee, will have the right, for the then remaining term of this Lease, to: (a) take possession of the Site; (b) if it deems it appropriate, cause appraisal of the Site and a study of the then reasonable use thereof to be undertaken; and (c) relet the Site. Subject to any rights the District may have under the Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Site, the District hereby covenants and agrees that it will not take any action to prevent the Corporation from having quiet and peaceable possession and enjoyment of the Site during the term hereof and will, at the request of the Corporation, to the extent that it

may lawfully do so, join in any legal action in which the Corporation asserts its right to such possession and enjoyment.

**ARTICLE IV  
SPECIAL COVENANTS AND PROVISIONS**

Section 4.1 Waste.

The Corporation agrees that at all times that it is in possession of the Site, it will not commit, suffer or permit any waste on the Site, and that it will not willfully or knowingly use or permit the use of the Site for any illegal purpose or act.

Section 4.2 Further Assurances And Corrective Instruments.

The District and the Corporation agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site hereby leased or intended so to be or for carrying out the expressed intention of this Lease and the Facilities Lease.

Section 4.3 Right Of Entry.

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same.

Section 4.4 Representations Of The District.

The District represents and warrants to the Corporation as follows:

(a) Due Organization And Existence. The District is a community college district, duly organized and existing under the Constitution and laws of the State of California.

(b) Authorization. The District has the full power and authority to enter into, to execute and to deliver this Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Lease.

(c) No Violations. Neither the execution and delivery of this Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a Party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.

Section 4.5 Representations Of The Corporation.

The Corporation Represents, Covenants And Warrants To The District As  
Follows:

(a) Due Organization And Existence. The Corporation is a California corporation duly organized and existing under the General Corporation Law of the State of California, has power to enter into this Lease and the Facilities Lease; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid agreements.

(b) Authorization. The Corporation has the full power and authority to enter into, to execute and to deliver this Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Lease.

(c) No Violations. Neither the execution and delivery of this Lease or the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a Party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Site, except Permitted Encumbrances.

## **ARTICLE V ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING**

### **Section 5.1 Assignment And Subleasing.**

This Lease may be assigned and the Site subleased, as a whole or in part, by the Corporation only upon the prior written consent of the District to such sublease. Notwithstanding the foregoing, Corporation may enter into that Facilities Lease between the District and Corporation of even date herewith.

### **Section 5.2 Restrictions On District.**

The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Site or any portion thereof during the term of this Lease.

### **Section 5.3 Liens.**

Provided the District has paid to Corporation, or its assignee, all Lease Payments and other payments which become due under the Facilities Lease, Corporation agrees to keep the Site and every part thereof free and clear of any and all liens, including, without limitation, pledges, charges, encumbrances, claims, materialmen liens, mechanic liens and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with the Site or the Project. Corporation further agrees to pay promptly and fully and discharge any and all claims on which any such lien may or could be based, and to save and hold District and all of the free and harmless from any and all such liens, mortgages, including without limitation, and claims of liens and suits or other proceedings pertaining thereto.

**ARTICLE VI  
IMPROVEMENTS**

Section 6.1 Improvements.

Title to all improvements made on the Site during the term hereof shall vest subject to the terms of the Facilities Lease.

**ARTICLE VII  
TERM AND TERMINATION**

Section 7.1 Term.

The term of this Lease shall commence as of the Effective Date, and shall terminate on the last day of the Term of the Facilities Lease, provided the District has paid to the Corporation, or its assignee, all Lease Payments and other payments which may be due under the Facilities Lease, and provided this Lease has not terminated pursuant to Sections 4.3 of the Facilities Lease.

**ARTICLE VIII  
MISCELLANEOUS**

Section 8.1 Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in registered or certified form with postage fully prepaid:

<b>If to the Corporation:</b>	<b>Enter Lease-Leaseback Entity Name, address, point of contact.</b>
<b>If to District:</b>	Al Alt, Vice Chancellor Administrative Services YUBA COMMUNITY COLLEGE DISTRICT 2088 North Beale Road Marysville, CA 95901
<b>With a Copy To:</b>	Lisa R. Allred ATKINSON, ANDELSON, LOYA, RUUD & ROMO 2485 Natomas Park Drive, Suite 240 Sacramento, CA 95833

The Corporation and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 8.2 Binding Effect.

This Site Lease shall inure to the benefit of and shall be binding upon the Corporation and the District and their respective successors and assigns.

Section 8.3 Severability.

In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.4 Amendments, Changes And Modifications.

This Lease may not be effectively amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

Section 8.5 Obligations Absolute.

The Corporation agrees that the obligations of the Corporation are absolute and unconditional and not subject to any charges or setoffs against the District whatsoever.

Section 8.6 Execution in Counterparts.

This Site Lease may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.

Section 8.7 Applicable Law.

This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Corporation And District Representatives.

Whenever under the provisions of this Site Lease the approval of the Corporation or the District is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by the Corporation Representative and for the District by the District Representative, and any Party hereto shall be authorized to rely upon any such approval or request.

Section 8.9 Captions.

The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 8.10 Prior Agreements.

This Site Lease and the corresponding Facilities Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Site Lease and no prior agreements or understanding pertaining to any such matter shall be effective

for any purpose. No provision of this Site Lease may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors-in-interest.

Section 8.11 Attorney's Fees.

In the event either Party to this Site Lease should default under any of the provisions hereof, and the nondefaulting Party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting Party herein contained, the defaulting Party agrees that it will on demand therefor pay to the nondefaulting Party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting Party. Furthermore, the prevailing Party in any action or proceeding arising out of or relating to this Site Lease shall be entitled to recover its costs and expenses, including all attorneys' fees determined by a court, mediatory or arbitrator.

**[\*\*\*Signatures on Following Page\*\*\*]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Site Lease to be executed by their respective duly authorized officers, as of the Effective Date.

**YUBA COMMUNITY COLLEGE DISTRICT**

By: **NOT FOR EXECUTION**

Al Alt, Vice Chancellor Administrative Services

**Enter Lease-Leaseback Entity Name**

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: \_\_\_\_\_  
Lisa R. Allred, Esq., counsel for  
Yuba Community College District





**EXHIBIT "A"**

**DESCRIPTION OF SITE**

**(attached)**

DRAFT