

SITE LEASE

For all or a portion of the following Site:

Robinson Project
1835 Robinson Street, Oroville, CA 95965
APN:012-095-015-000

By and between

Butte County Office of Education
1859 Bird St.,
Oroville, CA 95965

And

[Developer]
[Address]

Dated as of _____, 20__

SITE LEASE

This site lease ("Site Lease") dated as of _____, 20__ ("Effective Date"), is made and entered into by and between the Butte County Office of Education, organized and validly existing under the laws of the State of California, as lessor ("BCOE"), and _____ ("Developer"), a [California corporation] duly organized and existing under the laws of the State of [California], as lessee (together, the "Parties").

RECITALS

WHEREAS, the BCOE currently owns a parcel of land located at 1835 Robinson Street, Oroville, CA 95965, known as the Robinson Building, as more particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by this reference ("Site"); and

WHEREAS, the BCOE desires to provide for the development and construction of certain work to be performed on portions of the Site, including construction of improvements to be known as the Robinson Project ("Project"); and

WHEREAS, as more particularly described in the Facilities Lease between the Parties dated as of the Effective Date, the Developer agrees to perform the work of the Project and lease the completed Project and Site back to the BCOE ("Facilities Lease"), which Facilities Lease is incorporated herein by this reference; and

WHEREAS, the Governing Board of the BCOE ("Board") has determined that it is in the best interests of the BCOE and for the common benefit of the citizens residing in the BCOE to construct the Project by leasing the Site to Developer and by immediately entering into the Facilities Lease under which Developer will construct the Project and lease back the completed Project and Site from Developer; and

WHEREAS, the BCOE further determines that it has entered into this Site Lease and the Facilities Lease pursuant to Education Code section 17406 as the best available and most expeditious means for the BCOE to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate BCOE students; and

WHEREAS, this Site Lease and Facilities Lease are awarded based on a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and published by the Board to the proposer providing the best value to the BCOE, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the selection of the Developer was conducted in a fair and impartial manner; and

WHEREAS, based on the above findings, the BCOE is authorized under Education Code section 17406 to lease the Site to Developer and to have Developer develop and cause the construction of the Project thereon and lease the completed Project and Site back to the BCOE by means of the Facilities Lease, and the Board has duly authorized the execution and delivery of this Site Lease in order to effectuate the foregoing; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened, and to have been performed prior to and in connection with the

execution and entering into this Site Lease, and those conditions precedent 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; and

WHEREAS, Developer as lessee is authorized and competent to lease the Site from BCOE and to develop and cause the construction of the Project on the Site, and has duly authorized the execution and delivery of this Site Lease.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

TERMS

1. Definitions

Unless the context clearly otherwise requires, all words and phrases defined in the Facilities Lease shall have the same meaning in this Site Lease.

2. Exhibits

The following Exhibits are attached to and by reference incorporated and made a part of this Site Lease.

2.1. Exhibit A - Legal Description of the Site: The legal description of the real property constituting the Site.

2.2. Exhibit B - Description of the Project: The map or diagram depiction of the Project on the Site.

3. Lease of the Site

The BCOE hereby leases to the Developer, and the Developer hereby leases from the BCOE the Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the term of this Site Lease. This Site Lease shall only take effect if the Facilities Lease is executed by the BCOE and Developer within three (3) days of execution of this Site Lease.

4. Leaseback of the Project and Site

The Parties agree that the completed Project and Site will be leased back to the BCOE pursuant to the Facilities Lease for the term thereof.

5. Term

The term of this Site Lease shall commence as of the Effective Date and shall terminate on the last day of the Term of the Facilities Lease, provided the BCOE has paid to the Developer, or its assignee, all payments which may be due under the Facilities Lease, and provided this Site Lease has not been terminated pursuant to the termination provisions of the Facilities Lease.

6. Payment

In consideration for the lease of the Site by the BCOE to the Developer and for other good and valuable consideration, the Developer shall pay One Dollar (\$1.00) to the BCOE upon execution of this Site Lease.

7. Termination

7.1. Termination Upon Purchase of Project

If the BCOE exercises its option to purchase the Project pursuant to the Facilities Lease, then this Site Lease shall terminate concurrently with the BCOE's buy out and termination of the Facilities Lease.

7.2. Termination Due to Default by Developer

If Developer defaults pursuant to the provision(s) of the Facilities Lease and the BCOE terminates the Facilities Lease pursuant to the Facilities Lease provision(s) allowing termination, then the Developer shall be deemed to be in default of this Site Lease and this Site Lease shall also terminate at the same time as the Facilities Lease.

7.3. Termination Due to Default by BCOE

If BCOE defaults pursuant to the provision(s) of the Facilities Lease, the Developer, or its assignee, will have the right, for the then remaining term of this Site Lease, to:

7.3.1. Take possession of the Site.

7.3.2. If it deems it appropriate, cause appraisal of the Site and a study of the then reasonable uses thereof.

7.3.3. Re-let the Site; and

7.3.4. Stop all Work associated with the Site Lease.

8. Title to Site

During the term of this Site Lease, the BCOE shall hold fee title to the Site, including the Site, and nothing in this Site Lease or the Facilities Lease shall change, in any way, the BCOE's ownership interest in the Site.

9. Improvements

Title to all improvements made on the Site during the term hereof shall be held, vest and transfer pursuant to the terms of the Facilities Lease.

10. No Merger

The leaseback of the completed Project and Site by the Developer to the BCOE pursuant to the Facilities Lease shall not affect or result in a merger of the estates of the BCOE in the Site, and the Developer shall continue to have a leasehold estate in the Site pursuant to this Site Lease throughout the term hereof.

11. Right of Entry

The BCOE reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same, provided the BCOE follows all safety precautions required by the Developer.

12. Quiet Enjoyment

Subject to any rights the BCOE may have under the Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Site, the BCOE hereby covenants and agrees that it will not take any action to prevent the Developer from having quiet and peaceable possession and enjoyment of the Site during the term hereof and will, at the request of the Developer, to the extent that it may lawfully do so, join in any legal action in which the Developer asserts its right to such possession and enjoyment.

13. Waste

The Developer 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.

14. Further Assurances and Corrective Instruments

The Parties shall, 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 Site Lease and the Facilities Lease.

15. Representations of the BCOE

The BCOE represents, covenants and warrants to the Developer as follows:

15.1. Due Organization and Existence

The BCOE is a County Office of Education, duly organized and existing under the Constitution and laws of the State of California.

15.2. Authorization

The BCOE has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

15.3. No Violations

To the best of the BCOE's actual knowledge, neither the execution and delivery of this Site 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 BCOE is now a party or by which the BCOE 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 BCOE, or upon the Site, except Permitted Encumbrances.

15.4. CEQA Compliance

The BCOE has complied with all assessment requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000 *et seq.* ("CEQA")) in connection with the Project, and no further environmental review of the Project is necessary pursuant to CEQA before the construction of the Project may commence.

15.5. Condemnation Proceedings

15.5.1. BCOE covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Site Lease remains in effect, the BCOE will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Site Lease and the Facilities Lease.

15.5.2. If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if BCOE should fail or refuse to abide by such covenant, then, to the extent they may lawfully do so, the Parties agree that the financial interest of Developer shall be as indicated in the Facilities Lease.

15.6. Use and Zoning

To the best of the BCOE's actual knowledge, the Site is properly zoned for its intended purpose and the use or activities contemplated by this Site Lease will not conflict with local, state or federal law.

15.7. Taxes

To the best of the BCOE's actual knowledge, all taxes and assessments are paid current and such taxes and assessments will continue to be paid to the extent that the BCOE is not exempt.

16. Representations of the Developer

The Developer represents, covenants and warrants to the BCOE as follows:

16.1. Due Organization and Existence

The Developer is a [California company] duly organized and existing under the laws of the State of California has the power to enter into this Site Lease and the Facilities Lease; is possessed of full power to lease, leaseback, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

16.2. Authorization

The Developer has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

16.3. No Violations

Neither the execution and delivery of this Site 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 Developer is now a party or by which the Developer 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 Developer, or upon the Site, except for Permitted Encumbrances.

16.4. No Bankruptcy

Developer is not now nor has it ever been in bankruptcy or receivership.

16.5. No Litigation

There is no pending or, to the knowledge of Developer, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Developer to perform its obligations under this Site Lease or the Facilities Lease.

17. Insurance and Indemnity

The Developer and the BCOE shall comply with the insurance requirements and the indemnity requirements as indicated in the Facilities Lease.

18. Assignment and Subleasing

This Site Lease may be assigned and/or the Site subleased, as a whole or in part, by the Developer only upon the prior written consent of the BCOE to such assignment or sublease, which shall not be unreasonably withheld.

19. Restrictions on BCOE

The BCOE agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Site or any portion thereof during the term of this Site Lease in any way that would interfere with or diminish Developer's interests indicated in this Site Lease.

20. Liens and Further Encumbrances

Developer agrees to keep the Site and every part thereof free and clear of any and all encumbrances and/or liens, including without limitation, pledges, charges, encumbrances, claims, mechanic liens and/or 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. Pursuant to the Facilities Lease, Developer further agrees to pay promptly and fully and discharge any and all claims on which any encumbrance and/or lien may or could be based, and to save and hold BCOE free and harmless from any

and all such liens, mortgages, and claims of liens and suits or other proceedings pertaining thereto. This subsection does not apply to Permitted Encumbrances.

21. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to BCOE:

Butte County Office of Education
1859 Bird Street
Oroville, CA 95965
ATTN: Thomas Flanagan II

With a copy to:

Dannis Woliver Kelley
444 W Ocean Blvd
Long Beach, CA 90802
ATTN: Samuel Santana

If to Developer:

[Developer]
[Address]
[City], [State] [Zip Code]
Attn: [Name, Title]

With a copy to:

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

22. Binding Effect

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

23. No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Site Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive future compliance with any term hereof or any other breach hereunder.

24. 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, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Site Lease or the Facilities Lease.

25. Amendments, Changes and Modifications

Except as to the termination rights of both Parties as indicated in the Facilities Lease, this Site Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

26. Obligations Absolute

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

27. Execution in Counterparts

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

28. Developer and BCOE Representatives

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

29. Applicable Law

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

30. Attorney's Fees

If either party brings an action or proceeding involving the Site or to enforce the terms of this Site Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

31. Captions

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

32. 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.

33. Further Assurances

Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Site Lease.

34. Recitals Incorporated

The Recitals set forth at the beginning of this Site Lease are hereby incorporated into its terms and provisions by this reference.

35. Time of the Essence

Time is of the essence with respect to each of the terms, covenants, and conditions of this Site Lease.

36. Interpretation

None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Site Lease or the Facilities Lease for purposes of construing the provisions of each. The language in all parts of this Site Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

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

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Dated: _____, 20__

Butte County Office of Education

[Developer]

By: _____

By: _____

Name: Mary Sakuma

Name: _____

Title: Superintendent

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF SITE

Attached is the Legal Description for:

Robinson Project
1835 Robinson Street, Oroville, CA 95965
APN: 012-095-015-000

Property Detail Report

1835 Robinson St, Oroville, CA 95965-4659

APN: 012-095-015-000

Butte County Data as of: 01/31/2023

Owner Information

Owner Name:

Vesting:

Mailing Address:

Occupancy:

Absentee Owner

Location Information

Legal Description: 1835 Robinson Street

APN: 012-095-015-000

Munic / Twnshp:

Subdivision: Oroville

Neighborhood:

Elementary School: Plumas Avenue Elem...

Latitude: 39.51141

Alternate APN:

Twnshp-Rng-Sec:

Tract #:

School District: Oroville Union High School District

Middle School: Nelson Avenue Midd...

Longitude: -121.55631

County: Butte, CA

Census Tract / Block: 002800 / 2034

Legal Lot / Block: 2 / 24

Legal Book / Page:

High School: Oroville High Scho...

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date: 11/01/2000 / 11/08/2000

Buyer Name: Bidwell Title & Escrow Co

Price:

Seller Name:

Bidwell Title & Escrow Co

Transfer Doc #:

2000.43283

Deed Type:

Quitclaim

Last Market Sale

Sale / Rec Date:

Multi / Split Sale:

1st Mtg Amt / Type:

2nd Mtg Amt / Type:

Seller Name:

Lender:

Sale Price / Type:

Price / Sq. Ft.:

1st Mtg Rate / Type:

2nd Mtg Rate / Type:

Deed Type:

New Construction:

1st Mtg Doc #:

N/A

Sale Doc #:

N/A

Title Company:

Prior Sale Information

Sale / Rec Date:

1st Mtg Amt / Type:

Prior Lender:

Sale Price / Type:

1st Mtg Rate / Type:

Prior Deed Type:

Prior Sale Doc #:

N/A

Property Characteristics

Gross Living Area: 8,492 Sq. Ft.

Living Area: 8,492 Sq. Ft.

Total Adj. Area:

Above Grade: 8,492 Sq. Ft.

Basement Area:

Style:

Foundation:

Quality:

Average

Condition:

Total Rooms: 0

Bedrooms:

Baths (F / H):

Pool:

Fireplace:

Cooling:

Central

Heating:

Central

Exterior Wall:

Construction Type:

Wood

Year Built / Eff: 1924 / 1960

Stories:

Parking Type:

Garage

Garage #:

Garage Area:

Porch Type:

Patio Type:

Roof Type:

Roof Material:

Site Information

Land Use: Financial Building

State Use:

County Use: Cp - Commercial Prof (Bank, Etc)

Site Influence:

Flood Zone Code:

X

Community Name: City Of Oroville

Lot Area: 16,117 Sq. Ft.

Lot Width / Depth:

Usable Lot:

Acres:

0.37

Flood Map #:

06007C0795E

Flood Panel #:

0795E

Zoning: C1

of Buildings: 1

Res / Comm Units: / 1

Water / Sewer Type:

Flood Map Date: 01/06/2011

Inside SFHA: False

Tax Information

Assessed Year:

2022

Tax Year:

2022

Tax Area:

004003

Property Tax:

\$9,633.48

Exemption:

Assessed Value:

\$787,513

Land Value:

\$92,285

Improvement Value:

\$695,228

Improved %:

88.28%

Delinquent Year:

Market Total Value:

Market Land Value:

Market Imprv Value:

Market Imprv %:

EXHIBIT B

DESCRIPTION OF PROJECT

Attached is a map or diagram showing the location of the Site that is subject to this Site Lease and upon which Developer will construct the Project.

