

SITE LEASE

For all or a portion of the following Site:

Public Safety Regional Training Center and Maintenance and Operations Facility Project
380 E. Aten Rd.
Imperial, CA 92251
APN: _____

By and between

Imperial Community College District
380 E. Aten Rd.
Imperial, CA 92251

And

[Developer]
[Address]

Dated as of _____, 2024

SITE LEASE

This site lease ("Site Lease") dated as of _____, 2024 ("Effective Date"), is made and entered into by and between the Imperial Community College District, _____ a community college district duly organized and validly existing under the laws of the State of California, as lessor ("District"), 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 District currently owns a parcel of land located at _____ 380 E. Aten Rd., Imperial, CA 92251, as more particularly described in _____ Exhibit A and shown on _____ Exhibit B attached hereto and incorporated herein by this reference ("Site") _____ ; and

WHEREAS , the District 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 Public Safety Regional Training Center and Maintenance and Operations Facility 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 District ("Facilities Lease"), which Facilities Lease is incorporated herein by this reference; and

WHEREAS , the Governing Board of the District ("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 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 District further determines that it has entered into this Site Lease and the Facilities Lease pursuant to Education Code section 81335 _____ as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students; and

WHEREAS , based on the above findings, the District is authorized under _____ Education Code section 81335 to lease the Site to Developer and to have D _____ eveloper devel op and cause the construction of the Project thereon and lease the _____ completed Project and Site _____ back to the District by

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:

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

12. Quiet Enjoyment

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 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 for 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 District

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 District Representatives

Whenever under the provisions of this Site Lease approval by the Developer or the District is required, or the Developer 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 Developer by the Developer Representative and for the District by the District 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 venued in the County within which the Site is located.

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

EXHIBIT A

LEGAL DESCRIPTION OF SITE

Attached is the Legal Description for:

Public Safety Regional Training Center and Maintenance and Operations Facility
380 E. Aten Rd.
Imperial, CA 92251

APN: _____

<INSERT>

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.

<INSERT>