

**RECORDING REQUESTED BY:** )  
COUNTY OF HUMBOLDT )  
)  
**AND WHEN RECORDED RETURN TO:** )  
STRADLING YOCCA CARLSON & RAUTH )  
660 Newport Center Drive, Suite 1600 )  
Newport Beach, California 92660 )  
Attn: Robert J. Whalen, Esq. )

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[Space Above for Recorder's use.]

**SITE LEASE**

**by and between**

**COUNTY OF HUMBOLDT,  
as Lessor,**

**and**

**HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION,  
as Lessee**

**Dated as of August 1, 2020**

**Relating to:**

**\$ \_\_\_\_\_  
COUNTY OF HUMBOLDT  
(2020 INTERIM LEASE FINANCING PROGRAM)**

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NO DOCUMENTARY TRANSFER TAX DUE. This Site Lease is recorded for the benefit of the County of Humboldt and the recording is fee-exempt under Section 27383 of the California Government Code.

APN: 001-191-002

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## SITE LEASE

THIS SITE LEASE (2020 INTERIM LEASE FINANCING PROGRAM), dated as of August 1, 2020 (the "Site Lease"), is by and between the COUNTY OF HUMBOLDT, a political subdivision duly organized and existing under the laws of the State of California (the "County"), as lessor, and the HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), as lessee;

### WITNESSETH:

WHEREAS, the Corporation has been established to assist the County in the financing of public capital improvements to be owned by the County; and

WHEREAS, the County may enter into leases and agreements relating to real property and facilities and improvements to be used by the County; and

WHEREAS, the Corporation and the County desire to provide financing for the construction and equipping of certain capital projects of the County (collectively, the "Project") as described in that certain Lease Agreement to be entered into by and between the Corporation and the County and being recorded concurrently herewith (the "Lease Agreement"); and

WHEREAS, to facilitate the financing of the Project the County has agreed to lease the real property legally described in Exhibit A hereto together with all facilities and improvements located thereon (together the "Leased Premises") to the Corporation and the Corporation will lease the Leased Premises back to the County pursuant to the Lease Agreement; and

WHEREAS, 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 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, IT IS HEREBY MUTUALLY AGREED as follows:

1. Definitions.

Unless the context otherwise requires, all capitalized terms used in this Site Lease and not defined herein shall for all purposes of this Site Lease have the meaning specified therefor in the Lease Agreement.

2. Site Lease.

The County hereby leases to the Corporation and the Corporation hereby leases from the County, on the terms and conditions hereinafter set forth, the Leased Premises, as more fully described in Exhibit A attached hereto and made a part hereof.

3. Term.

The term of this Site Lease shall commence on the Closing Date and shall end on August 1, 2050, unless such term is extended or sooner terminated as hereinafter provided. If on August 1, 2050, the aggregate amount of Lease Payments and Additional Payments payable under the Lease Agreement shall not have been paid, or provision shall not have been made for their payment, then the term of this Site Lease shall be extended until such Lease Payments and Additional Payments shall be fully paid or provision made for such payment or, if not so paid, shall be extended until all Lease Payments and Additional Payments have been paid but in no event beyond August 1, 2055. If, prior to August 1, 2050, all Lease Payments and Additional Payments shall be fully paid or provision made for such payment, the term of this Site Lease shall end 10 days after the date of such payment or provision for payment.

The County shall have no right to terminate this Site Lease pursuant to Section 12 hereof by reason of default by the Corporation.

4. Rental.

The County acknowledges its right to make Draws of the Purchase Price from the Assignee as set forth in the Lease Agreement represents fair consideration for its lease of the Leased Premises hereunder to the Corporation and agrees that payment of such Draws shall constitute full payment of the rental hereunder.

5. Purpose.

The Corporation shall use the Leased Premises solely for the purpose of leasing the Leased Premises to the County pursuant to the Lease Agreement and for such purposes as may be incidental thereto; provided, that in the event of default by the County under the Lease Agreement, the Corporation and its assigns may exercise the remedies provided in the Lease Agreement.

6. Owner in Fee.

The County represents and warrants that it is the owner in fee of the Leased Premises.

7. Substitution of Leased Premises.

From time to time, the County may elect to substitute alternate real property for the Leased Premises or add additional real property to the Leased Premises pursuant to the Lease Agreement only by providing the Assignee with a supplement to the Lease Agreement. In connection therewith, the County and the Corporation shall enter into a supplement or amendment to this Site Lease substantially in the form attached hereto as Exhibit B. In the event that the County effects a substitution of all or a portion of the Leased Premises hereunder, all or a designated portion of the Leased Premises formerly subjected to this Site Lease shall be released from the lien hereof upon receipt by the Corporation and the Assignee of the written request of the County to that effect. After any such release, the term "Leased Premises" shall be defined as the remaining portion of the Leased Premises.

8. Release of Leased Premises.

In the event that the County shall desire to obtain a release of any portion of the Leased Premises and the Leased Premises, exclusive of the portion to be excluded, shall have a fair market value in excess of the then remaining aggregate principal components of the Lease Payments to be made under the Lease Agreement and shall have an annual fair market rental value equal to or in excess of the maximum annual Lease Payments to be made under the Lease Agreement, the County, upon its written certifications to the foregoing, shall be entitled to a release of such portion from the Leased Premises. The County, the Corporation and the Assignee shall execute any and all appropriate legal documents, instruments and certificates to effect such release. After any such release, the term "Leased Premises" shall be deemed to include only the remaining portion of the Leased Premises. In addition, upon the payment in full, prepayment or defeasance of the Lease Payments in accordance with the Lease Agreement, the Leased Premises shall also be released as described in this paragraph and this Site Lease shall terminate concurrently with no further action required by the parties hereto or the Assignee.

9. Assignments and Subleases.

Unless the County shall be in default under the Lease Agreement, the Corporation may not assign its rights under this Site Lease or sublet the Leased Premises, except to the Assignee or as otherwise provided in the Lease Agreement, without the written consent of the County.

10. Right of Entry.

The County reserves the right for any of its duly authorized representatives to enter upon the Leased Premises at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

11. Termination.

The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Leased Premises and agrees that any permanent improvements and structures existing upon the Leased Premises at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the County. The Corporation irrevocably waives and releases the Corporation's rights under California Civil Code Sections 1932, 1933(4), 1941, 1941.1 and 1942.

12. Default.

In the event the Corporation shall be in default in the performance of any obligation of its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Corporation, the County may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease Agreement shall be deemed to occur as a result thereof; provided, however, that so long as any of the Lease Payments are unpaid, the Lease Payments shall continue to be paid to the Assignee and the County shall have no right to terminate this Site Lease as a remedy for such default.

13. Quiet Enjoyment.

The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Premises, subject to the provisions of the Lease Agreement.

14. Waiver of Personal Liability.

All liabilities under this Site Lease on the part of the Corporation are solely liabilities of the Corporation, and the County hereby releases each and every director, officer and employee of the Corporation of and from any personal or individual liability under this Site Lease. No director, officer or employee of the Corporation shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Corporation hereunder.

15. Taxes.

The County covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Premises (including both land and improvements).

16. Eminent Domain.

In the event the whole or any part of the Leased Premises shall be taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be equal to the amount of the unpaid Principal Components of the Lease Payments and the balance of the award, if any, shall be paid to the County.

17. Partial Invalidity.

If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

18. Notices.

All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States mail, return receipt requested, postage prepaid, and, if to the County, addressed to County of Humboldt, 825 5<sup>th</sup> St. Eureka, California, 95501, Attn: Treasurer-Tax Collector, or if to the Corporation, addressed to Humboldt County Public Property Leasing Corporation, 825 5<sup>th</sup> St. Eureka, California, 95501, Attn: President, or to such other addresses as the respective parties may from time to time designate by notice in writing.

19. Amendment.

This Site Lease may not be altered, modified or amended except in writing and only with the consent of the Assignee.

20. Section Headings.

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

21. Execution.

This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same lease.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the County and the Corporation have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

COUNTY OF HUMBOLDT, as Lessor

By: \_\_\_\_\_  
Amy Nilsen  
County Administrative Officer

HUMBOLDT COUNTY PUBLIC PROPERTY  
LEASING CORPORATION, as Lessee

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



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in the Leased Premises conveyed under the foregoing to the Humboldt County Public Property Leasing Corporation, a nonprofit public benefit corporation of the State of California, duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the Humboldt County Public Property Leasing Corporation, pursuant to authority conferred by resolution of the Board of Directors adopted on \_\_\_\_\_, 2020 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2020

HUMBOLDT COUNTY PUBLIC PROPERTY  
LEASING CORPORATION

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

**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 HUMBOLDT )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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

**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 HUMBOLDT )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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

**EXHIBIT A**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EUREKA,  
COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

APN: 001-191-002

**EXHIBIT B**

**SITE LEASE SUPPLEMENT**

There is hereby subjected to the terms of that certain Site Lease (2020 Interim Lease Financing Program), dated as of August 1, 2020 (the "Site Lease"), between the County of Humboldt (the "County") and the Humboldt County Public Property Leasing Corporation (the "Corporation") the following described property:

[DESCRIPTION]

(Check One)

1.  The property described above is hereby deemed to be incorporated into Exhibit A to the Site Lease and deemed to be added to the definition of Leased Premises.

2.  I, as an authorized representative of the County, hereby certify that:

(1) the market value of the above-described property at least equals the market value of the portion of the Leased Premises for which it was substituted and the annual fair market rental value of the above-described property is greater than that of the portion of the Leased Premises for which it was substituted;

(2) the above-described property has similar or greater essentiality of use;

(3) the above-described property has a useful life at least equal to the remaining useful life of the portion of the Leased Premises for which it was substituted;

(4) the above-described property will be used by the County for authorized public purposes;

(5) the above-described property can be leased under the provisions of the Site Lease; and

(6) the above-described added or substituted property is currently owned by the County.

I hereby certify that the portion of the Leased Premises being acquired, delivered and installed will be owned by the County free and clear of all liens or claims of others, except for the rights of the Corporation under the Site Lease and the Assignee under the Assignment Agreement, and that the County will not encumber title to the facility while the Certificates remain outstanding.

COUNTY OF HUMBOLDT

By \_\_\_\_\_  
County Representative