

**NO CHARGE ON THIS DOCUMENT PER  
CALIFORNIA GOVERNMENT CODE  
SECTION 6103**

**Recording Requested By  
And When Recorded Mail To:**

City Clerk  
City of Chula Vista  
276 Fourth Avenue  
Chula Vista, CA 91910

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**NOTICE OF TERMINATION OF  
DISPOSITION AND DEVELOPMENT AGREEMENT/  
HOME PROGRAM PARTICIPATION AGREEMENT  
(Trolley)**

**THIS NOTICE OF TERMINATION OF DISPOSITION AND DEVELOPMENT AGREEMENT/HOME PROGRAM PARTICIPATION AGREEMENT** (“Termination”) is dated as of the \_\_ day of \_\_\_\_\_, 2018, by Cordova Trolley, LP, a California limited partnership (“Developer”) and the City of Chula Vista and the Chula Vista Housing Authority as the Successor Housing Entity (collectively, the “Lender”).

**RECITALS**

- A. The Developer and the Lender are all of the current parties to that certain Disposition and Development Agreement/HOME Program Participation Agreement dated as of October 21, 1997, and recorded against the Property in the Office of the Recorder of the County of San Diego on November 25, 1997, as Document 1997-0597464 (“DDA”).
- B. Concurrently with the recordation of this Termination, the Agency Loan, City Loan, Agency Note and City Note, described in the DDA, are being consolidated, amended and restated by the Developer and the Lender.
- C. Concurrently with the recordation of this Termination, the Agency Trust Deed and the City Trust Deed, described in the DDA, are being fully reconveyed and replaced with a new deed of trust which will secure the consolidated, amended and restated loan and promissory note.
- D. Concurrently with the recordation of this Termination, a declaration of covenants, conditions and restrictions is being recorded setting forth the ongoing rent and occupancy restrictions applicable to the real property described in the DDA.
- E. Given the foregoing Recitals B, C and D, the DDA no longer serves any purpose.

**NOW, THEREFORE**, the Developer and the Lender hereby: (i) terminate the DDA, (ii) give notice that the DDA is terminated; (iii) agree that the DDA is no longer of any legal force or effect; and (iv) agree the DDA no longer constitutes a burden and/or lien and/or encumbrance against the property described therein.

**DEVELOPER:**

Cordova Trolley, LP, a California limited partnership

By: Cordova Trolley Management, LLC, a California limited liability company  
Its: Managing General Partner

By: South Bay Community Services, a California nonprofit public benefit corporation  
Its: Sole Member and Manager

By: \_\_\_\_\_  
Kathryn Lembo  
President and Chief Executive Officer

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

**LENDER:**  
City of Chula Vista

By: \_\_\_\_\_  
Gary Halbert, City Manager

Chula Vista Housing Authority as the Successor Housing Entity

By: \_\_\_\_\_  
Gary Halbert, Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Glen R. Googins, City Attorney



