

**RECORDING REQUESTED BY:**

City of Chula Vista

**AND WHEN RECORDED MAIL TO:**

Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660  
Attn: Robert J. Whalen

[Space above for Recorder's use.]

**TERMINATION AGREEMENT**

**by and among**

**CITY OF CHULA VISTA**

**and**

**CHULA VISTA PUBLIC FINANCING AUTHORITY**

**and**

**U.S. BANK NATIONAL ASSOCIATION  
as 2010 Trustee**

**Dated as of May 1, 2016**

**Relating to**

**\$29,355,000**

**CITY OF CHULA VISTA  
2010 CERTIFICATES OF PARTICIPATION  
(CAPITAL FACILITIES REFUNDING PROJECTS)**

## TERMINATION AGREEMENT

This TERMINATION AGREEMENT is dated as of May 1, 2016, and is by and among the CITY OF CHULA VISTA, a municipal corporation and a charter city duly organized and existing under the Constitution and laws of the State of California (the "City"), the CHULA VISTA PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "Authority"), and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "2010 Trustee").

### WITNESSETH:

WHEREAS, the City and the Authority have heretofore entered into a Site Lease dated as of February 1, 2010 and recorded in the Official Records of San Diego County, California on February 24, 2010 as Document No. 2010-0091177 (the "Site Lease"), pursuant to which the City agreed to lease certain real property described including the improvements thereon to the Authority (the "Leased Premises"); and

WHEREAS, the City and the Authority have heretofore entered into a Lease/Purchase Agreement dated as of February 1, 2010, and recorded in the Official Records of San Diego County, California on February 24, 2010 as Document No. 2010-0091178 (the "Lease"), pursuant to which the Authority agreed to lease the Leased Premises back to the City, and the City agreed to make certain lease payments (the "Lease Payments") to the Authority; and

WHEREAS, pursuant to an Assignment Agreement dated as of February 1, 2010 and recorded in the Official Records of San Diego County, California on February 24, 2010 as Document No. 2010-0091179 (the "Assignment Agreement"), by and between the Authority and the 2010 Trustee, the Authority assigned to the 2010 Trustee, among other things, its rights to receive the Lease Payments from the City under the Lease and the right to exercise such rights and remedies conferred on the Authority under the Lease to enforce payment of the Lease Payments; and

WHEREAS, by reason of the defeasance in full of the City of Chula Vista 2010 Certificates of Participation (2010 Community Projects), on \_\_\_\_\_, 2016 (the "Prepayment Date"), the Site Lease, the Lease and the Assignment Agreement have each terminated by their terms and all of the Lease Payments have been deemed paid and fully discharged in accordance with the Assignment Agreement; and

WHEREAS, the City, Authority and Trustee entered into that certain Trust Agreement dated as of February 1, 2010 (the "Trust Agreement"), providing for the execution and delivery of the 2010 Certificates.

WHEREAS, the City has notified the Trustee of its intention to exercise its option to pay all maturing principal and interest on the 2010 Certificates through and including \_\_\_\_\_, 2016, and to prepay on the Prepayment Date, all principal components of the Lease Payments maturing on or after the Prepayment Date, and all accrued interest with respect thereto and has made provisions therefor, pursuant to the terms of Section 14.01 of the Trust Agreement and Section 10.1 of the Lease Agreement.

WHEREAS, the City hereby certifies that it has caused to be delivered: (i) the prepayment price as described in Section 14.01 of the Trust Agreement; and (ii) moneys sufficient to pay the principal components of the Lease Payments maturing through and including the Prepayment Date and accrued interest with respect thereto (collectively, the Prepayment”), to U.S. Bank National Association, as escrow agent (the “Escrow Agent”), under that certain Escrow Agreement (2010 Certificates) dated as of May 1, 2016, by and among the City, the Authority and the Escrow Agent, in order to effect such Prepayment on the Prepayment Date.

WHEREAS, to facilitate the City’s exercise of the option to prepay the Lease Payments, the City and the Authority now desire to terminate and discharge the Site Lease, the Lease Agreement and the Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recordation. This Agreement shall not be recorded until the City has deposited the Prepayment with the Escrow Agent.

2. Termination of Site Lease, Lease Agreement and Assignment Agreement. Effective as of the recordation of this Agreement, the Authority, the City and the 2010 Trustee hereby acknowledge and agree that the Site Lease, the Lease Agreement and the Assignment Agreement are terminated and discharged, and shall be of no further force or effect.

3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one agreement. The signature and acknowledgment pages from each counterpart may be removed and attached to a single document in order to create one original instrument.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the parties hereto have executed and entered into the Termination Agreement by their officers thereunto duly authorized as of the day and year first above written.

CITY OF CHULA VISTA

By: \_\_\_\_\_  
David Bilby  
Director of Finance

ATTEST:

\_\_\_\_\_  
Donna Norris  
City Clerk

CHULA VISTA PUBLIC FINANCING  
AUTHORITY

By: \_\_\_\_\_  
Gary Halbert  
Executive Director

ATTEST:

\_\_\_\_\_  
Donna Norris  
Secretary

*[SIGNATURES CONTINUED ON NEXT PAGE.]*

*[SIGNATURE PAGE CONTINUED.]*

U.S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
\_\_\_\_\_  
Authorized Officer

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 SAN DIEGO )

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

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 LOS ANGELES )

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**

**DESCRIPTION OF THE PROPERTY**

THAT REAL PROPERTY IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**PARCEL 1: (CORPORATION YARD APN'S: 644-230-11-00 THROUGH 644-230-19-00)**

LOTS 11 THROUGH 19 INCLUSIVE IN CHULA VISTA TRACT NO. 81-6, OTAY VALLEY INDUSTRIAL PARK, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 10974, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 21, 1984.

TOGETHER WITH THAT PORTION OF CHULA VISTA TRACT NO. 81-6, OTAY VALLEY INDUSTRIAL PARK, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 10974, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 21, 1984, DESCRIBED AS RESEARCH COURT AS VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION NO. 12630 WHICH RECORDED IN THE OFFICE OF THE COUNTY RECORDER ON SEPTEMBER 12, 1986 AS INSTRUMENT NO. 86- 402309 OF OFFICIAL RECORDS.

**PARCEL 2: (FIRE STATION NO. 4 APN: 642-391-06-00)**

LOT I OF CHULA VISTA TRACT NO. 88-1, RANCHO DEL REY PHASE 2, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12341, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 28, 1989.

**PARCEL 3: (FIRE STATION NO. 6 APN: 595-570-01-00)**

LOT 1 OF CHULA VISTA TRACT NO. 92-02, SALT CREEK RANCH NEIGHBORHOOD 3A SCHOOL PARK, AND FIRE STATION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 13440, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 19, 1997.

**PARCEL 5: (FIRE STATION NO. 8 APN: 595-080-54-00)**

LOT 'K' AND A PORTION OF LOT 'G' OF CHULA VISTA TRACT NO. 01-09, EASTLAKE III WOODS, NEIGHBORHOOD WR-4 IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO THE MAP THEREOF NO. 14394 FILED IN THE OFFICE OF THE COUNTY RECORDER MAY 16, 2002, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 'K'; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT "K" NORTH 53°45'38" EAST, 231.84 FEET; THENCE NORTH 43°28'38" EAST, 14.69 FEET TO A POINT ON THE WESTERLY LINE OF WOODS DRIVE AS SHOWN ON SAID MAP NO. 14394; THENCE ALONG SAID WESTERLY LINE NORTH 12°24'11" EAST, 12.89 FEET TO THE BEGINNING OF A



TANGENT 689.50 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°58'17", A DISTANCE OF 47.79 FEET; THENCE NORTH 26°28'31" WEST, 26.45 FEET TO A POINT ON THE SOUTHERLY LINE OF HAWTHORNE CREEK DRIVE AS SHOWN ON SAID MAP; THENCE ALONG SAID SOUTHERLY LINE NORTH 69°52'42" WEST, 11.23 FEET TO THE BEGINNING OF A TANGENT 830.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°55'21", A DISTANCE OF 143.74 FEET; THENCE LEAVING SAID SOUTHERLY LINE OF HAWTHORNE CREEK DRIVE, SOUTH 27°08'59" WEST, 207.29 FEET; THENCE SOUTH 12°22'20" WEST, 100.42 FEET; THENCE SOUTH 77°37'40" EAST, 58.08 FEET TO THE POINT OF BEGINNING.

**PARCEL 6: (FIRE STATION NO. 8 APN: 595-080-47-00)**

ALL THAT PORTION OF RANCHO JANAL, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1, PAGE 89 ET SEQ. OF PATENTS, LYING WITHIN SECTIONS 35 AND 36, TOWNSHIP 17 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1 OF PARCEL MAP NO. 17874 FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY JULY 3, 1997, SAID POINT BEING ON THE NORTHERLY LINE OF OTAY LAKES ROAD GRANTED TO THE CITY OF CHULA VISTA PER DOCUMENT RECORDED NOVEMBER 28, 1990 AS INSTRUMENT NO. 90-634654 OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHERLY LINE SOUTH 77°37'40" EAST (SOUTH 77°38'00" EAST PER SAID INSTRUMENT NO. 90-634654) 238.48 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 53°45'38" EAST, 13.33 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 53°45'38" EAST, 231.84 FEET; THENCE NORTH 43°28'38" EAST; 14.69 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 12°24'11" WEST, 166.03 FEET; THENCE SOUTH 57°23'16" WEST, 29.91 FEET; THENCE NORTH 76°49'57" WEST, 12.16 FEET TO THE BEGINNING OF A TANGENT 5064.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°47'42" A DISTANCE OF 70.27 FEET; THENCE NORTH 77°37'39" WEST, 57.20 FEET TO THE TRUE POINT OF BEGINNING.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED MAY 30, 2006, AS INSTRUMENT NO. 2006-0380709 OF OFFICIAL RECORDS.