

RELEASE AGREEMENT

This Release Agreement ("Agreement") is between the City of Chula Vista ("City") and **Paul N. Arredondo** ("Owner"), owner of the certain real property currently identified as San Diego County Assessor's Parcel No. 619-090-13 and more commonly known as 1098 Alpine Avenue, Chula Vista CA (the "Property").

WHEREAS, the City of Chula Vista is currently preparing to construct a new fire station immediately east of the herein referenced Property, and:

WHEREAS, said construction will necessitate the closing of Alpine street in front of the Property the changing of Owner's physical address for said Property, and:

WHEREAS, for clarity of title to the new fire station site City is requesting the Owner quitclaim all rights, title, and interest, if any, held by Owner in existing Alpine Avenue to the City for so long as that land is used for a public purpose, to wit a fire station, and

WHEREAS, City recognizes Owner will incur cost and inconvenience as a result of transferring the Property, including without limitation changing the address for the Property, and City wishes to compensate Owner for such cost and inconvenience; and

WHEREAS, Owner acknowledges and understands that this Agreement must be reviewed and considered at a meeting of the City Council and that the City Council has the sole discretion to approve or disapprove this Agreement or any sections hereof.

NOW THEREFORE, the parties hereto hereby agree as follows:

City agrees to pay Owner and Owner agrees to accept the sum of five thousand dollars (\$5,000.00) as full and complete consideration for entering into this Agreement. Owner, hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against City or its officers, officials, employees, contractors, or agents (collectively "City"), and hereby unconditionally and irrevocably releases and forever discharges City from any and all liability whatsoever which may now or hereafter accrue in favor of Owner and against City, in connection with or arising out of this Agreement, the Property, the quitclaim contemplated herein, or any other transactions contemplated hereby.

City of Chula Vista

Date: 9/25/19

By: _____

Owner

Date: 9/25/19

Paul N. Arredondo
Paul N. Arredondo

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