### 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

# 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]

<b>LENDER:</b> 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

## **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	)	
County of San Diego	)	
On, 201	8, before me,	, notary
public, personally appeared		who proved to me
on the basis of satisfactory evider within instrument and acknowled authorized capacity(ies), and that be entity upon behalf of which the per-	lged to me that he/she/they e by his/her/their signature(s) on	executed the same in his/her/their the instrument the person(s), or the
I certify under penalty of perjury paragraph is true and correct.	under the laws of the State	e of California that the foregoing
WITNESS my hand and of	ficial seal.	
Signature	(Se.	al)

## **ACKNOWLEDGMENT**

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State of California	)					
County of San Diego	)					
On	2018, before me,		, notary			
public, personally appeared who proved to on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), centity upon behalf of which the person(s) acted, executed the instrument.						
I certify under penalty of pe paragraph is true and correct.	rjury under the laws of	f the State of California tha	at the foregoing			
WITNESS my hand a	nd official seal.					
Signature		(Seal)				