

RECORDING REQUESTED BY:

County of Humboldt

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

COUNTY OF HUMBOLDT

and

HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION

and

**TREASURER-TAX COLLECTOR
OF THE COUNTY OF HUMBOLDT**

Dated as of August 1, 2020

Relating to

**\$18,000,000
COUNTY OF HUMBOLDT
LEASE AGREEMENT
(VARIOUS CAPITAL PROJECTS)**

TERMINATION AGREEMENT

This TERMINATION AGREEMENT is dated as of August 1, 2020 (this “Agreement”), and is by and among the COUNTY OF HUMBOLDT, a political subdivision duly organized and existing under the laws of the State of California (the “County”), 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”), and the TREASURER-TAX COLLECTOR OF THE COUNTY OF HUMBOLDT (the “Treasurer”), acting on behalf of the Humboldt County Treasury Pool.

WITNESSETH:

WHEREAS, the County and the Corporation have heretofore entered into a Site Lease dated as of August 1, 2016 and recorded in the Official Records of the County on August 4, 2016 as Document No. 2016-014690 (the “Site Lease”), pursuant to which the County agreed to lease certain real property described in Exhibit A to the Site Lease, including the improvements thereon to the Corporation (the “Leased Premises”); and

WHEREAS, the County and the Corporation have heretofore entered into a Lease Agreement dated as of August 1, 2016, and recorded in the Official Records of the County on August 4, 2016 as Document No. 2016-014691 (the “Lease”), pursuant to which the Corporation agreed to lease the Leased Premises back to the County, and the County agreed to make certain lease payments (the “Lease Payments”) to the Corporation; and

WHEREAS, pursuant to an Assignment and Purchase Agreement dated as of August 1, 2016 and recorded in the Official Records of the County on August 4, 2016 as Document No. 2016-014692 (the “Assignment Agreement”), by and between the Corporation and the Treasurer, the Corporation assigned to the Treasurer, among other things, its rights to receive the Lease Payments from the County under the Lease and the right to exercise such rights and remedies conferred on the Corporation under the Lease to enforce payment of the Lease Payments; and

WHEREAS, the County hereby certifies that it has caused to be delivered to the Treasurer, a security deposit consisting of cash as described in Sections 4.5 and 10.1 of the Lease, which is sufficient to prepay all of the County’s unpaid Lease Payments to and including December 10, 2019 (the “Prepayment Date”); and

WHEREAS, to facilitate the County’s exercise of the option to prepay the Lease Payments, the County and the Corporation now desire to terminate and discharge the Site Lease, the Lease 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. Effective Date and Recordation. On [December 10, 2019] the County deposited with the Treasurer sufficient cash to prepay all unpaid Lease Payments to and including the Prepayment Date.

2. Termination of Site Lease, Lease and Assignment Agreement. The County and the Treasurer hereby acknowledge and agree that as a result of the payment by the County described in Section 1 hereof, the Site Lease, the Lease and the Assignment Agreement have been terminated and discharged, and are of no further force or effect and the Corporation and Treasurer, as assignee, have no further interest in the Leased Premises and title to the Leased Premises has vested in the County.

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.

COUNTY OF HUMBOLDT

By: _____
Amy Nilsen
County Administrative Officer

HUMBOLDT COUNTY PUBLIC PROPERTY
LEASING CORPORATION

By: _____
Dan Sweet
President

TREASURER-TAX COLLECTION OF THE
COUNTY OF HUMBOLDT, acting on behalf of the
Humboldt County Treasury Pool

By: _____
John Bartholomew
Treasurer-Tax Collector

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

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)

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WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

EXHIBIT A

DESCRIPTION OF THE PROPERTY

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

Parcel One

Parcel 1 of the Record of Survey for the County of Humboldt filed June 12, 1996 in Book 57 of Surveys, page 16, Humboldt County Records.

Parcel Two

All rights and easements appurtenant to Parcel One above as described in the Reciprocal Easement Agreement executed by the County of Humboldt and recorded April 30, 2003, as Document No. 2003-15626-12, Humboldt County Official Records.

APN:001-191-003-000