

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF ADELANTO
11600 Air Expressway
Adelanto, California 92301
Attention: City Clerk

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This Termination and Release of Site and Facility Lease is recorded at the request and for the benefit of the City of Adelanto and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

TERMINATION AND RELEASE OF SITE AND FACILITY LEASE

This TERMINATION AND RELEASE OF SITE AND FACILITY LEASE (“Termination and Release”) is entered into by and between the ADELANTO PUBLIC FINANCING AUTHORITY, a California joint exercise of powers authority (“Authority”), and the CITY OF ADELANTO, a California municipal corporation (the “City”). Authority and City are hereinafter periodically referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

A. On or about September 1, 2001, City, as “Lessor,” and Authority, as “Lessee,” entered into that certain Site and Facility Lease (the “Site and Facility Lease”), which set forth the terms and conditions of a lease for certain real property commonly known as the Adelanto Community Correctional Facility and located in the City of Adelanto, County of San Bernardino, State of California, as more particularly described in the legal description attached hereto as Exhibit “A” and incorporated herein by this reference (the “Property”).

B. The Site and Facility Lease is a public record and was recorded on October 3, 2001, as Instrument No. 20010452499 of the Official Records for San Bernardino County, California. A copy of the recorded Site and Facility Lease is attached hereto as Exhibit “B” for reference only.

C. Pursuant to the Recitals and Section 2 of the Site and Facility Lease, the Site and Facility Lease has terminated. As memorialized in that certain Quitclaim Deed of or about even date as this Termination and Release, all of the right, title, and interest in the Property and the improvements thereon have been transferred to City as contemplated in that certain Ground Lease dated March 1, 1990, by and between the Adelanto Redevelopment Agency and City, recorded on March 8, 1990 as Instrument No. 90-089719 of the Official Records of San Bernardino County, California.

D. The Parties mutually agree and desire to enter into this Termination and Release, which will be recorded in the Official Records of San Bernardino County, California, so as to

remove the Site and Facility Lease from record title, memorialize the termination of the Site and Facility Lease, and release the Parties and their respective successors and assigns from any obligations or encumbrances of the Site and Facility Lease.

C O V E N A N T S

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, Authority and City agree as follows:

1. Termination and Release. Neither the Property nor any improvements thereon are or shall be bound or burdened by any of the terms and conditions set forth in the Site and Facility Lease. The Parties hereby mutually represent and warrant that the Site and Facility Lease has terminated pursuant to its own terms and conditions, and that the Property has been released from any covenants or burdens appurtenant to the Property pursuant to the terms and conditions of the Site and Facility Lease.

2. Further Actions. The Parties shall cooperate in executing any additional documents, in recordable form if necessary, as may be reasonably requested or required by any existing or prospective owner of the Property or holder of a mortgage or deed of trust of, in, or to any of the Property or improvements thereon, to confirm the Termination and Release of the Site and Facility Lease. The form of any such additional documents shall be prepared by such existing or prospective owner or holder at no cost to Authority or City, and shall be in a form approved by the City Attorney.

3. Recordation. The City shall cause this Termination and Release to be recorded in the Official Records for San Bernardino County, California.

4. No Evidence to Holder of Mortgage. This Termination and Release shall not constitute evidence of compliance with, or satisfaction of, any obligation to any holder of a mortgage, deed of trust, or any insurer of a mortgage or deed of trust, securing money loaned to finance any construction on the Property or any part thereof, or operation of any improvements on the Property.

5. Choice of Law. This Termination and Release shall be governed by the internal laws of the State of California, without regard to conflict of law principles, and any question arising hereunder shall be construed or determined according to California law.

6. No Liability of Officers. No officer, official, member, employee, agent, or representatives of either Authority or City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

7. Execution in Counterparts. This Termination and Release may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect.

[signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Termination and Release as of this ____ day of _____, 2010.

CITY OF ADELANTO, a California municipal corporation

By: _____
James Hart
Its: City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

City Attorney

ADELANTO PUBLIC FINANCING AUTHORITY, a California joint exercise of powers authority

By: _____
James Hart
Its: Executive Director

ATTEST:

Authority Secretary

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Authority Counsel

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 _____

(Seal)

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Bernardino, and described as follows:

Parcel I:

That portion of the Southeast quarter of the Southeast quarter of Section 31, Township 6 North, Range 5 West, San Bernardino Base and Meridian, according to the Official Government Plat thereof, described as follows:

Parcel 3 of Parcel Map No. 2921, in the City of Adelanto, County of San Bernardino, State of California, according to map on file in Book 26, Page 82 of Parcel Maps, in the office of the County Recorder of San Bernardino County.

Excepting therefrom, the Southerly 365 feet of the Westerly 264.60 feet, as conveyed to The City of Adelanto by Quitclaim Deed recorded September 28, 1990, as Instrument No. 90-389528, of Official Records.

Parcel II:

That portion of Parcel 3 of Parcel Map No. 2921, in the City of Adelanto, County of San Bernardino, State of California, according to map on file in Book 26, Page 82 of Parcel Maps, in the office of the County Recorder of San Bernardino County, described as follows:

Beginning at the intersection of the west line of said Parcel 3 and the northerly line of the land conveyed to the City of Adelanto by Quitclaim Deed recorded September 28, 1990, as Instrument No. 90-389528, of Official Records; thence, along said northerly line, South 89°48'34" East, 264.60 feet to the east line of said of said land conveyed to the City of Adelanto; thence, along said east line, South 00°12'10" West 10 feet to a line parallel with and distant Southerly, 10 feet from said northerly line; thence, leaving said east line and along said parallel line, North 89°48'34" West, 110.01 feet; thence North 00°11'26" East, 5 feet to a line parallel with and distant Southerly, 5 feet from said northerly line; thence, along said parallel line, North 89°48'34" West, 154.59 feet to said west line; thence, along said west line, North 00°12'10" East, 5 feet to the point of beginning.

(End of Legal Description)

EXHIBIT “B”

SITE AND FACILITY LEASE

[Attached – for reference only]