

**AGREEMENT FOR
SURRENDER AND TERMINATION OF LEASE**

This Agreement for Surrender and Termination of Lease, hereinafter "Agreement," is entered into as of _____, 2019 between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter "Lessor" and CITY OF NATIONAL CITY, a municipal corporation, hereinafter "Lessee," WITNESSETH:

WHEREAS, Lessor and Community Development Commission of National City, on the 8th day of June, 2010 entered into a lease of certain tidelands located in the City of National City, California, as more particularly described therein and attached hereto as Exhibits A and B ("Premises"), which lease is on file in the Office of the Clerk of Lessor bearing Document No. 56735, (hereinafter "Original Lease"); and

WHEREAS, Lessor administratively approved, on the 8th day of July, 2011, an assignment of Original Lease from Community Development Commission of National City to Lessee, which Assignment and Assumption Approval is on file in the Office of the Clerk of Lessor bearing Document No. 57887; and

WHEREAS, Lessor and Lessee, on the 11th day of January, 2013, entered into an Agreement for Amendment of Lease, Amendment No. 1, which Amendment is on file in the Office of the Clerk of Lessor bearing Document No. 59801, (hereinafter "Amendment No. 1"); and

WHEREAS, Lessor and Lessee, on the 13th day of August, 2013, entered into an Agreement for Amendment of Lease, Amendment No. 2, which Amendment is on file in the Office of the Clerk of Lessor bearing Document No. 60803, (hereinafter "Amendment No. 2");

WHEREAS, Lessee has requested that the Original Lease, as assigned and amended by Amendment No. 1 and Amendment No. 2 (Original Lease together with assignment, Amendment No. 1, and Amendment No. 2 collectively referred to hereinafter as "Lease") be mutually terminated and surrendered to Lessor;

ORIGINAL

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree to terminate the Lease by Lessee surrendering and vacating the Premises and Lessor accepting such surrender in accordance with the following:

1. Subject to the terms and conditions set forth herein, the Lease shall terminate on _____ ("Termination Date").
2. On or before the Termination Date, Lessee shall execute, acknowledge and deliver to Lessor a good and sufficient deed whereby all right, title and interest in the Lease and Premises, including without limitation, any and all improvements located thereon, is quitclaimed to Lessor in the form attached hereto as Exhibit C ("Quitclaim Deed").
3. On or before the Termination Date, Lessee shall execute, acknowledge and deliver to Lessor the Assignment of Coastal Development Permit CDP-2011-01, whereby interest and rights to, and obligations and liabilities arising from, Coastal Development Permit CDP-2011-01 are wholly assigned and transferred to Lessor as of the date of such document.
4. On or before delivery of the Quitclaim Deed, Lessee shall vacate the Premises and surrender possession to Lessor in accordance with the terms of the Lease.
5. Upon delivery of the Quitclaim Deed and Lessee vacating and surrendering the Premises in accordance with the terms of the Lease, Lessor shall accept the Quitclaim Deed and record it in the Official Records of San Diego County at the cost and expense of Lessee.
6. Prior to vacating the Premises and surrendering possession to Lessor, Lessee shall remove all furniture, equipment, and other personal property not listed and detailed in Exhibit D attached hereto. Upon delivery of the Quitclaim Deed and Lessee vacating and surrendering the Premises in accordance with the terms of the Lease, all rights, title and interest to the furniture, equipment, and other personal property listed and detailed in Exhibit D shall automatically transfer to Lessor, at no cost to Lessor.
7. Any remaining rights, duties, or obligations of the parties pursuant to the terms, covenants, and conditions in the Lease shall continue in full force and effect and shall not be affected by this Agreement. Nothing herein is intended nor shall be construed as a waiver of Lessor's rights or as a release of any of duties or obligations of Lessee, whether known or unknown at this time or upon the effective date of this Agreement. Explicitly and without limitation, all of Lessee's obligations under the Lease, Paragraphs 7, 22, 44, 45 and 47 shall survive this Agreement and the surrender and termination of the Lease.

SIGNATURE PAGE FOLLOWS

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL

By: 
Assistant/Deputy

SAN DIEGO UNIFIED PORT DISTRICT,
a public corporation.

By: _____
Tony Gordon
Director, Real Estate

APPROVED AS TO FORM:
Angil P. Morris-Jones

By: _____
Roberto M. Contreras
Deputy City Attorney

CITY OF NATIONAL CITY, a municipal
corporation

By: _____
Mayor Alejandra Sotelo-Solis

(FOR USE BY _____)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

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.

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

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

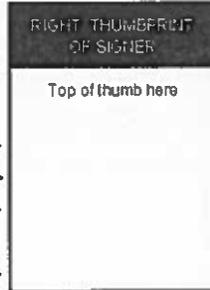
Signer is Representing: _____



Signer's Name _____

- Individual
- Corporate Officer -- Title(s): _____
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- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



(FOR USE BY SAN DIEGO UNIFIED PORT DISTRICT)

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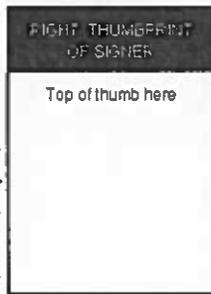
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Signer is Representing: _____



**Legal Description for
CITY OF NATIONAL CITY
AQUATIC CENTER
TIDELAND LEASE
Within Corporate Limits of National City**

All that certain portion of land conveyed to the San Diego Unified Port District by that certain Act of Legislature of the State of California pursuant to Chapter 67, Statutes of 1962, First Extraordinary Session, as amended, and delineated as Parcel 1-A on that certain Miscellaneous Map No. 564, filed in the Office of the San Diego County Recorder on May 28, 1976, File No. 76-164686, in the City of San Diego, County of San Diego, State of California, and more particularly described as follows:

Commencing at a 3" diameter brass disk monument stamped "SDUPD-020" as shown on Record of Survey Map No. 16668, filed in the office of the San Diego County Recorder on July 25, 2000; thence along a tie-line South 70°38'59" East a distance of 383.59 feet (calculated) to the TRUE POINT OF BEGINNING; thence North 72°06'01" East a distance of 87.30 feet; thence South 17°53'59" East a distance of 1.30 feet; thence North 72°06'01" East a distance of 13.57 feet; thence South 17°53'59" East a distance of 1.85 feet; thence North 72°06'01" East a distance of 10.00 feet; thence North 26°24'43" West a distance of 5.10 feet; thence North 33°14'07" East a distance of 0.85 feet; thence South 87°07'50" East a distance of 2.36 feet to the beginning of a non-tangent 21.60 foot radius curve, concave southeasterly to which a radial bears North 83°11'22" West; thence northeasterly along the arc of said curve through a central angle of 117°19'21" an arc distance of 44.23 feet to the beginning of a 37.30 foot radius compound curve, concave southwesterly; thence southeasterly along the arc of said curve through a central angle of 29°08'47" an arc distance of 18.98 feet; thence South 26°43'14" East a distance of 4.08 feet; thence North 87°07'02" West a distance of 4.57 feet; thence South 17°53'59" East a distance of 8.50 feet; thence North 72°06'01" East a distance of 3.80 feet; thence South 17°53'59" East a distance of 4.20 feet; thence South 72°06'01" West a distance of 3.80 feet; thence South 17°53'59" East a distance of 24.73 feet; thence South 84°22'14" West a distance of 7.50 feet; thence South 60°33'14" West a distance of 41.02 feet; thence South 83°38'48" West a distance of 23.01 feet; thence South 60°33'14" West a distance of 23.01 feet; thence South 83°38'48" West a distance of 22.89 feet; thence South 60°33'14" West a distance of 22.85 feet; thence North 33°22'53" West a distance of 60.00 feet to the TRUE POINT OF BEGINNING, containing 8,412 square feet or 0.19 acre of tidelands area.

The above described land area is delineated on the San Diego Unified Port District Drawing No. 028-025, dated September 12, 2008 and made a part of this agreement.

All bearings and distances in the above legal description are grid, and based upon the California Coordinate System, Zone 8, N.A.D. 83, Epoch 1991.35.

Charles J. Seifkow 9-24-08
Charles J. Seifkow Date
L.S. 7876 Expires 31 Dec. 2008
Land Surveyor
San Diego Unified Port District



EXHIBIT "A"

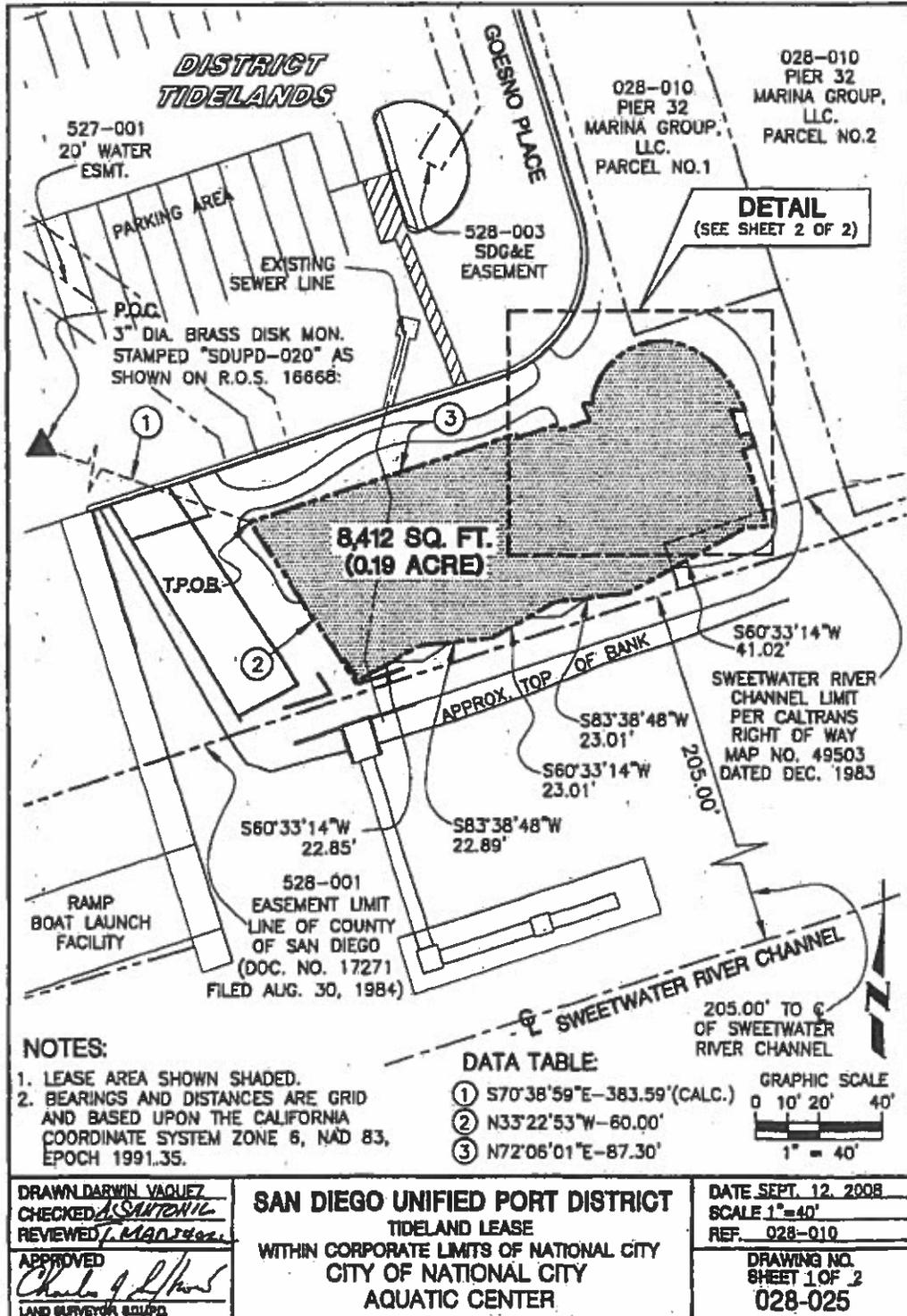


EXHIBIT "B"

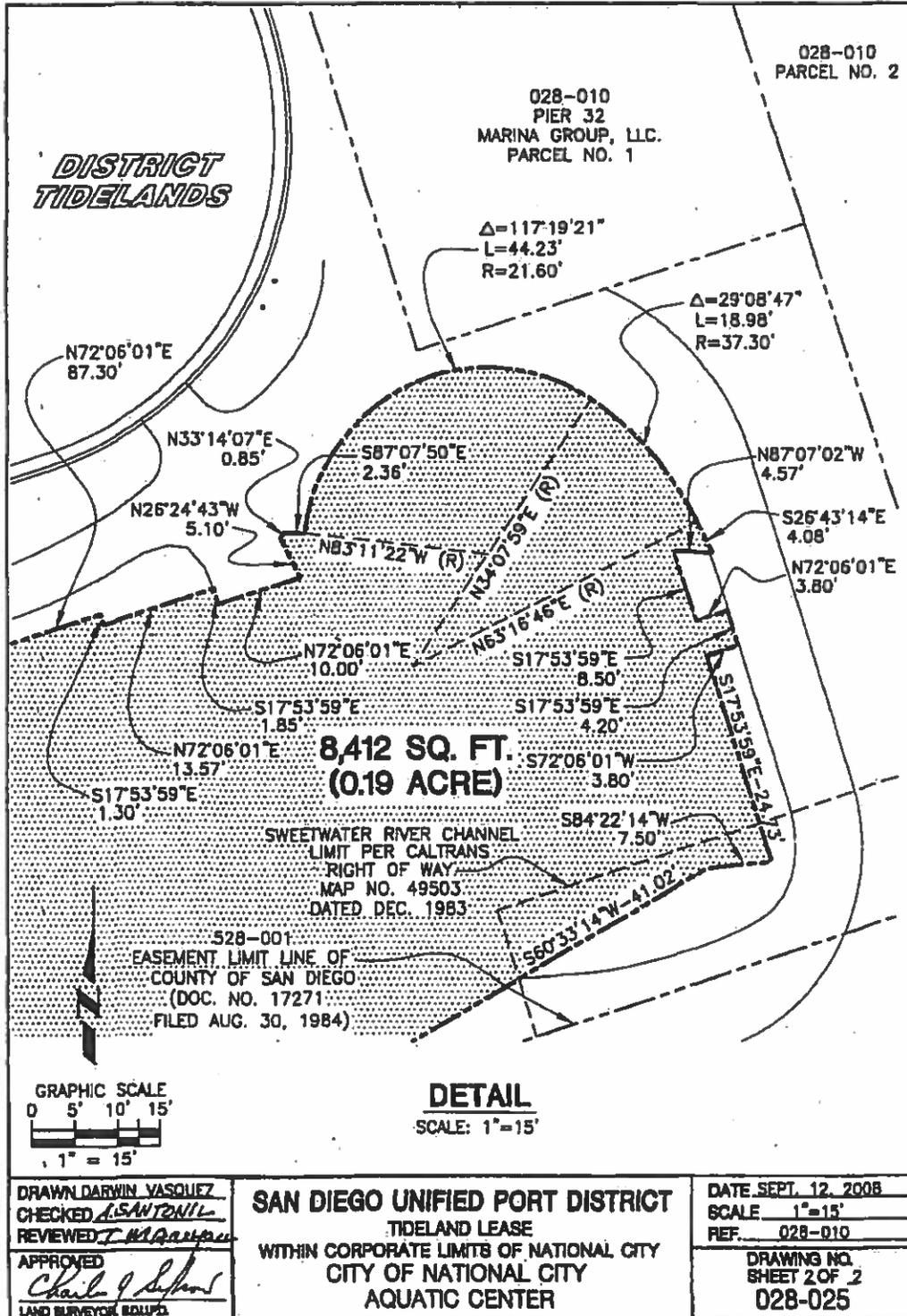


EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

San Diego Unified Port District)
Corporate Services – Records)
Post Office Box 120488)
San Diego, CA 92112-0488)

(Space Above this Line for Recorder's Use)

QUITCLAIM DEED

This Quitclaim Deed ("Quitclaim") is dated as of the ____ day of _____, 20___. The CITY OF NATIONAL CITY, a municipal corporation ("City" or "Grantor"), does hereby remise, release, and forever quitclaim to the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District" or "Grantee"), all of its right, title, and interest in and to the Lease between City (as successor in interest to Community Development Commission of National City, a community development commission) and District dated June 8, 2010, as amended by Agreement for Amendment No. 1 dated January 11, 2013, and Agreement for Amendment No. 2 dated August 13, 2013, together with all of its right, title, and interest in and to the following described real property in the City of National City, in the State of California, including without limitation, any and all improvements thereupon:

Approximately 8,412 square feet of land area located at 3300 Goesno Place in the City of National City, California, more particularly described and delineated on Drawing No. 028-025 dated September 12, 2008, attached hereto as Exhibits "A" and "B" and by this reference made a part hereof.

GRANTOR:
CITY OF NATIONAL CITY,
a municipal corporation.

By: _____
Signature

PRINT NAME: Alejandra Sotelo-Solis

PRINT TITLE: Mayor

(FOR USE BY CITY OF NATIONAL CITY)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

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

OPTIONAL

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Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

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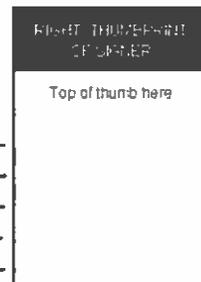
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AQUATIC CENTER
TIDELAND LEASE
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Charles J. Seftow 9-24-08
 Charles J. Seftow Date
 L.S. 7876 Expires 31 Dec. 2008
 Land Surveyor
 San Diego Unified Port District



EXHIBIT "A"

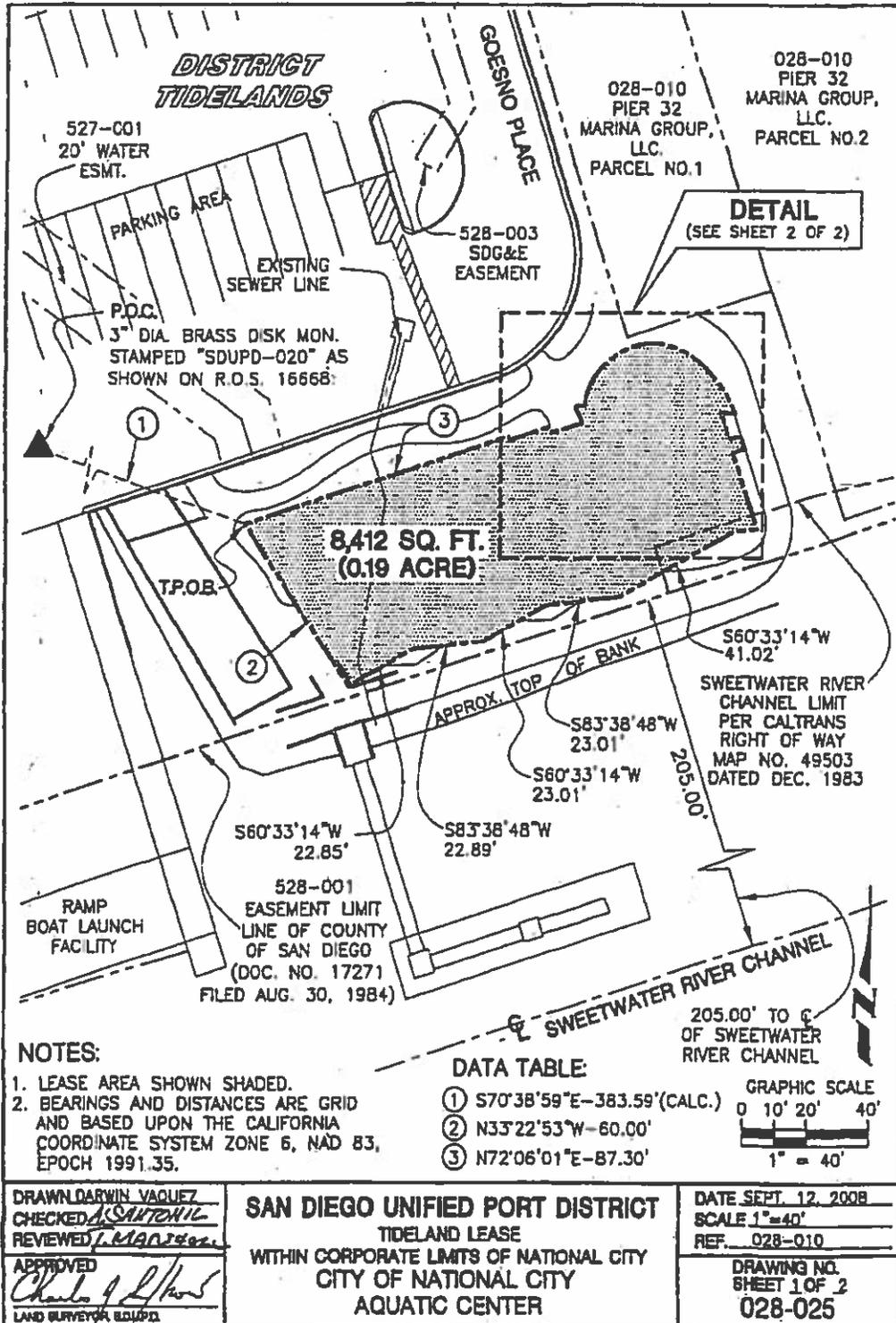
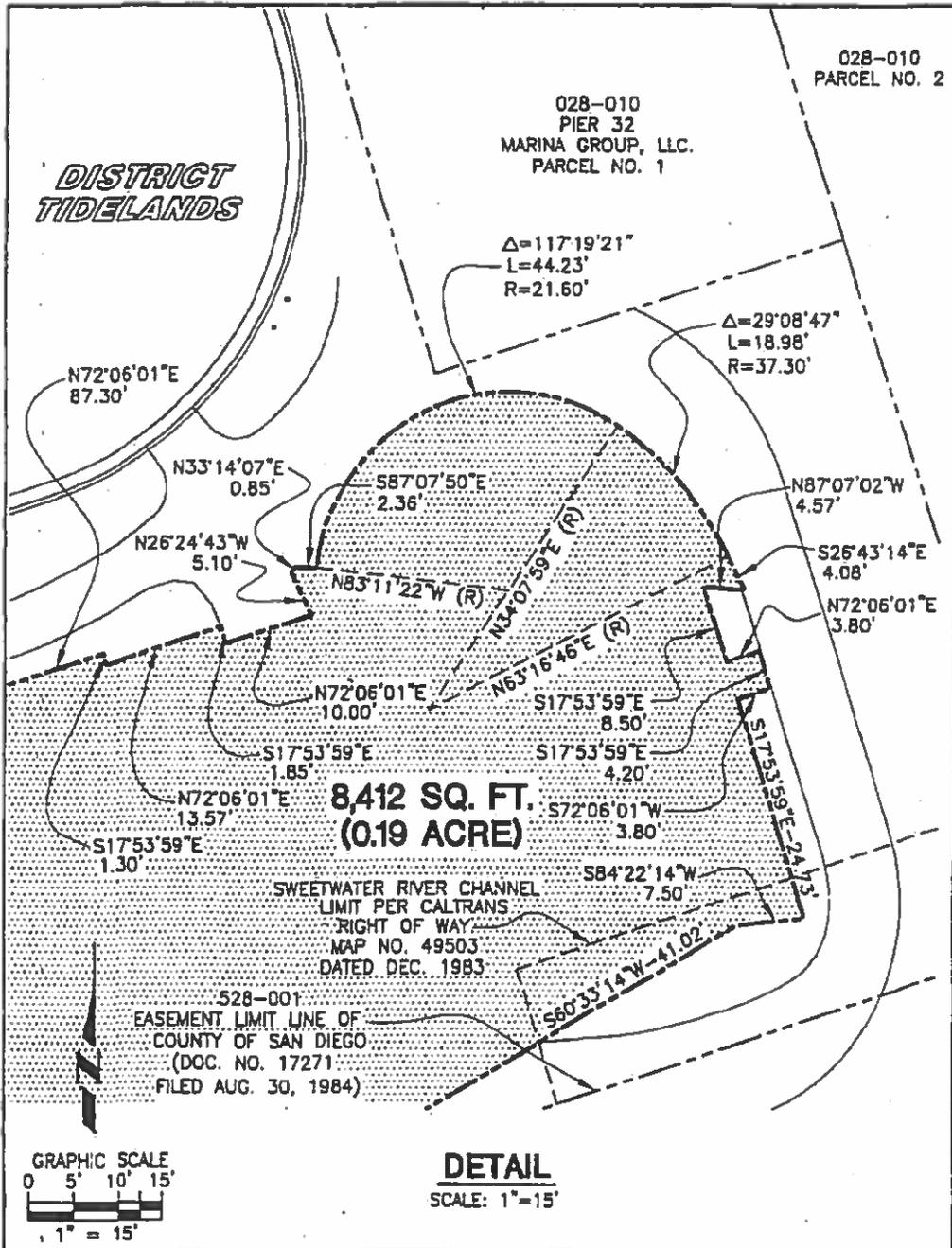


EXHIBIT "B"



DRAWN DARWIN VASQUEZ
 CHECKED A. SANTONIL
 REVIEWED T. M. ...
 APPROVED
Charles J. ...
 LAND SURVEYOR, S.D.P.S.

SAN DIEGO UNIFIED PORT DISTRICT
 TIDELAND LEASE
 WITHIN CORPORATE LIMITS OF NATIONAL CITY
 CITY OF NATIONAL CITY
 AQUATIC CENTER

DATE SEPT. 12, 2008
 SCALE 1"=15'
 REF. 028-010
 DRAWING NO.
 SHEET 2 OF 2
028-025

EXHIBIT "B"

DEVSERV\REM\ED28\028-025\028-025--091208dwg.

National City Aquatic Center Inventory of Equipment

Item	Units
Folding Chairs	79
Folding Chair Cart	1
Round Folding Tables	10
Table Cart	1
TV & DVD Player	1
Cycling Bike	2
First Aid Kit (waterproof)	1
Heavy Duty Mat	1
Heavy Duty Mat	1
TV and DVD Player	1
Storage Cabinet	1
Binoculars	1
Sunscreen Dispenser	1
VHF Radios and Chargers	3
Waterproof VHF Radio Cases	3
Dri-Dek Tiles	2
Shower Curtains/Hooks	6
100 foot hose	1
First Aid Kit (mountable)	1
First Aid Kit (waterproof)	1
Megaphones	2
Hand Truck	1
Slip Guard Mats	2
Throw lines with bags	3
Tow lines	3
Flammable Safety Cabinet	1
Waterproof Backpack	1
Single Kayaks	16
Double Kayaks	8
Kayak Paddles	32
Kayak Seatbacks	35
Stand Up Paddleboard Paddles	12
Stand Up Paddleboards	11
Life Jackets with Whistles	47
Life Jacket Rack	1
Trash cans	4

EXHIBIT "D"