

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Termination of Agreement and Waiver is recorded at the request of and for benefit of the City of Costa Mesa and is exempt from the payment of a recording fee pursuant to Government Code §6103  
CITY OF COSTA MESA

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## **TERMINATION OF AGREEMENT AND WAIVER**

THIS TERMINATION OF AGREEMENT AND WAIVER (the "Termination") is made and entered into by and between THE CITY OF COSTA MESA, a municipal corporation ("CITY"), and C.J. SEGERSTROM & SONS, a California general partnership ("SEGERSTROM"), with respect to the following.

### **RECITALS**

A. CITY, SEGERSTROM, Harold T. Segerstrom, Jr., Trustee ("HTS") and Nellie Ruth Segerstrom ("NRS") are parties to a certain Agreement and Waiver dated June 28, 1979 and recorded on July 30, 1979 in Book 13248, Page 70 of the official records ("the Official Records") of Orange County, California (the "Agreement"). SEGERSTROM is the successor-in-interest to HTS and NRS with respect to the real property described in the Agreement.

B. The Agreement provided for the formation of a special assessment district in order to finance the cost of certain street improvements which would benefit property owned by SEGERSTROM. All such street improvements have been completed and paid for and such assessment district was never formed.

C. By virtue of the facts in Recital B, CITY and SEGERSTROM agree that the Agreement serves no further purpose and desire to terminate the same.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and for good and valuable consideration, the CITY and SEGERSTROM agree as follows:

1. Termination of Agreements. The Agreement shall be terminated in its entirety.

2. Termination of Lien. The lien imposed by the Agreement upon the land therein described is hereby extinguished.

3. Effective Date of Termination. The effective date of the termination and extinguishment provided for in paragraphs 1 and 2 shall be the date of recordation of this Termination in the Official Records.

IN WITNESS WHEREOF, the CITY and SEGERSTROM have executed this Termination of Agreement and Waiver to be effective s provided in paragraph 3 above.

CITY OF COSTA MESA,  
A municipal corporation

C. J. SEGERSTROM & SONS, a California  
general partnership

By Henry T. Segerstrom Management LLC,  
a California limited liability company, Manager

\_\_\_\_\_  
Mayor of Costa Mesa

By \_\_\_\_\_  
Manager

OR

By \_\_\_\_\_  
Alternate Manager

AND

By HTS Management Co., Inc.,  
a California corporation, Manager

By \_\_\_\_\_

Title: Senior Vice President

“Landlord”

Dated: \_\_\_\_\_

ATTEST:

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City Clerk and ex officio  
Clerk of the City of Costa Mesa

APPROVED AS TO FORM:

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City Attorney, City of Costa Mesa