

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

EXEMPT FROM RECORDING FEES  
UNDER CAL. GOV. CODE § 6103

TERMINATION OF  
AGREEMENT TO PROTECT PUBLIC INTERESTS  
IN CONSTRUCTED IMPROVEMENTS

Pedro Point Headland Phase II Restoration

**PERTINENT FACTS**

- A. The California State Coastal Conservancy (“the Conservancy”) is an agency of the State of California charged under Division 21 of the California Public Resources Code with protecting and enhancing the California coast and providing public access to it.
- B. The Pacifica Land Trust (“the Nonprofit Organization”) is a nonprofit organization existing under Section 501(c)(3) of the United States Internal Revenue Code.
- C. The City of Pacifica (the “City”) is a municipal corporation existing within the County of San Mateo.
- D. The Nonprofit Organization, the City and the Conservancy (each a “Party” and collectively the “Parties”) previously entered into a certain “Agreement to Protect Public Interests in Constructed Improvements” in regards to the Pedro Point Headland Phase II Restoration on or about March 2, 2001, which was recorded on May 4, 2001 in the official records of the County of San Mateo, Document No. 2001-063257 (the “Original Agreement”).
- E. The Nonprofit Organization desires to terminate the Original Agreement pursuant to its terms, and the Conservancy and the City desire to consent to the Nonprofit Organization’s termination of the Original Agreement.

**THE PARTIES AGREE AS FOLLOWS**, in light of the Pertinent Facts above and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

**TERMINATION OF ORIGINAL AGREEMENT**

The Nonprofit Organization hereby terminates the Original Agreement, and the City and the Conservancy agree that the Original Agreement is hereby terminated. The Parties agree that, pursuant to the terms of the Original Agreement, the Nonprofit Organization has fully performed its obligations under any grant agreement with the Conservancy that was entered into in express reliance on the Original Agreement. The Parties acknowledge that no further representations, rights or obligations will survive or be due to any Party with regards to the Original Agreement as of the execution date of this Agreement.

**MISCELLANEOUS**

This Agreement constitutes the entire agreement between the Parties with respect to the termination of the Original Agreement, and supersedes any prior oral or written agreements, commitments or understanding with respect to the termination of the Original Agreement. This Agreement will be enforced or construed according to the laws of the State of California. If any legal action should arise relating to this Agreement, venue shall be the Superior Court of California, County of San Mateo.

**COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties represent that they are authorized to execute this Agreement.

STATE COASTAL CONSERVANCY

BY: \_\_\_\_\_  
Sam Schuchat, Executive Officer Date

PACIFICA LAND TRUST

BY: \_\_\_\_\_  
Sam Casillas, President Date

CITY OF PACIFICA

BY: \_\_\_\_\_  
Kevin Woodhouse, City Manager Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney for City of Pacifica