

**RECORDING REQUESTED BY:**

Parker & Covert LLP  
for the benefit of the  
Santa Clara Unified School District

**WHEN RECORDED RETURN TO:**

Parker & Covert LLP  
2520 Venture Oaks Way, Suite 190  
Sacramento, CA 95833  
Attention: Stacy Toledo

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**TERMINATION AGREEMENT**

**by and among the**

**SANTA CLARA UNIFIED SCHOOL DISTRICT,**

**SANTA CLARA TEACHER HOUSING FOUNDATION,**

**and**

**COMPUTERSHARE TRUST COMPANY, N.A.,  
as agent for Wells Fargo Bank, N.A.**

**Dated as of April 1, 2022**

**Relating to**

**Santa Clara Unified School District  
2013 Refunding Certificates of Participation**

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This document is recorded for the benefit of the Santa Clara Unified School District and recording is exempt from recording fees pursuant to California Government Code section 27383. This transaction is exempt from documentary transfer tax pursuant to Section 11911 of the California Revenue and Taxation Code.

## TERMINATION AGREEMENT

This TERMINATION AGREEMENT, dated as of April 1, 2022, is by and among the Santa Clara Unified School District (the “District”), Santa Clara Teacher Housing Foundation (the “Corporation”), and Computershare Trust Company, N.A., as agent for Wells Fargo Bank, N.A. (the “Trustee”) under the Trust Agreement (the “Trust Agreement”) dated February 1, 2013, by and among the District, the Corporation, and the Trustee,

### WITNESSETH:

**WHEREAS**, the District and the Corporation entered into a Ground Lease dated February 1, 2013 (the “Ground Lease”), whereby the District leased to the Corporation the real property described on *Exhibit A* attached hereto (the “Leased Property”);

**WHEREAS**, the Corporation leased back to the District the Leased Property pursuant to a Facilities Lease dated February 1, 2013 (the “Facilities Lease”);

**WHEREAS**, pursuant to the Trust Agreement, the District issued the Santa Clara Unified School District, 2013 Refunding Certificates of Participation (the “Certificates”);

**WHEREAS**, the Corporation assigned its right to receive the rental payments under the Facilities Lease to the Trustee by way of the Trust Agreement;

**WHEREAS**, upon deposit of funds pursuant to an escrow agreement dated as of April 1, 2022 by and between the District and Computershare Trust Company, N.A., as escrow agent, all the outstanding Certificates will be fully prepaid and defeased; and

**WHEREAS**, by such deposit, the District will have prepaid the rental payments due under the Facilities Lease and will have discharged and satisfied its obligations under the Trust Agreement, whereupon the Ground Lease and the Facilities Lease, by their terms, terminate.

**NOW, THEREFORE**, in consideration of the foregoing, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1. Termination.** By virtue of the full prepayment of the Certificates and the discharge of the Trust Agreement, the District, the Corporation, and the Trustee agree that their respective interests in the following agreements are hereby terminated and are of no further force or effect, except to the extent expressly provided in such agreements (including, without limitation, under Section 6.9 of the Facilities Lease):

a. Ground Lease, recorded February 21, 2013, as Instrument No. 22104018 in the Official Records of County of Santa Clara;

b. Facilities Lease, by Memorandum of Facilities Lease recorded on February 21, 2013, as Instrument No. 22104019 in the Official Records of County of Santa Clara; and

c. Trust Agreement, by Memorandum of Trust Agreement recorded on February 21, 2013 as Instrument No. 22104020 in the Official Records of County of Santa Clara.

**Section 2. Further Acts.** The parties hereto, hereby direct their respective authorized officers to undertake such additional actions and to execute such additional documentation as is deemed necessary to carry out the purposes and intent of this Termination Agreement.

**Section 3. Confirmation of Title.** Title to the property described on *Exhibit A* hereto is hereby confirmed as transferred to and vested in the District.

**Section 4. Execution in Counterparts.** This Termination Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 5. Choice of Law.** This Termination Agreement shall be governed by the laws of the State of California.

**Section 6. Severability.** If one or more clauses, sentences, paragraphs, or provisions of this Termination Agreement shall be held to be unlawful, invalid, or unenforceable, it is hereby agreed by the District and the Corporation that the remainder of this Termination Agreement shall not be affected thereby.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Termination Agreement.

**SANTA CLARA UNIFIED SCHOOL DISTRICT,**  
as Lessor

By: \_\_\_\_\_  
Stella M. Kemp, Ed.D., Superintendent

**SANTA CLARA TEACHER HOUSING  
FOUNDATION,** as Lessee

By: \_\_\_\_\_  
Mark Schiel, Chief Financial Officer

**COMPUTERSHARE TRUST COMPANY, N.A.,**  
as agent for Wells Fargo Bank, N.A., as Trustee

By: \_\_\_\_\_  
Christie Carpenter, Vice President

*[Insert CA Notary Acknowledgment]*

*[Insert CA Notary Acknowledgment]*

*[Insert Notary Acknowledgment for Computershare Trust Company]*

## EXHIBIT A

### LEGAL DESCRIPTION OF LEASED PROPERTY

Real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

BEGINNING AT AN ANGLE POINT IN THE EASTERLY BOUNDARY OF TRACT NO. 1829, LA LINDA MEADOWS UNIT NO. 1, AT THE MOST EASTERLY TERMINUS OF KERRY AVENUE AS SHOWN ON THE MAP OF SAID TRACT NO. 1829 WHICH MAP WAS FILED FOR RECORD IN BOOK 76 OF MAPS AT PAGES 10 AND 11, SAID ANGLE CORNER BEING ALSO THE NORTHWESTERLY CORNER OF THE LANDS NOW OR FORMERLY OF NICK STEPOVICH, ET UX; THENCE FROM SAID POINT OF BEGINNING ALONG THE COMMON LINE BETWEEN THE LANDS OF BUTCHER AND STEPOVICH, SOUTH 88° 31' EAST 385.22 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN THREE ACRE TRACT OF LAND DESCRIBED IN THE DEED FROM A.C. BUTCHER, ET UX, TO MASA KISHMOTO, ET UX, DATED FEBRUARY 20, 1950 AND RECORDED MARCH 16, 1950 IN BOOK 1945 OF OFFICIAL RECORDS AT PAGE 371, SANTA CLARA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID THREE ACRE TRACT, NORTH 0° 16' 20" WEST, 574.90 FEET, TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTHERLY LINE OF SAID THREE ACRE TRACT, SOUTH 89° 10' 10" EAST, 234.43 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID THREE ACRE TRACT, NORTH 1° 10' EAST 147.64 FEET TO A POINT DISTANT 655.00 FEET MEASURED AT RIGHT ANGLES SOUTHERLY FROM THE NORTHERLY LINE OF SAID LANDS OF BUTCHER; THENCE ALONG A LINE PARALLEL WITH SAID LAST NAMED NORTHERLY LINE, NORTH 86° 36' 20" WEST, 694.76 FEET TO A POINT DISTANT 131.00 FEET MEASURED AT RIGHT ANGLES EASTERLY FROM THE EASTERLY LINE OF "TRACT 1830, LA LINDA MEADOWS UNIT NO, 2", AS SAID LAST NAMED TRACT IS RECORDED IN BOOK 84 OF MAPS AT PAGES 28 AND 29, SANTA CLARA COUNTY RECORDS; THENCE ALONG A LINE PARALLEL WITH THE EASTERLY BOUNDARY OF ' SAID "TRACT 1830" AND SAID "TRACT 1829" SOUTH 9° 16' EAST, 476.29 FEET; THENCE AT RIGHT ANGLES, NORTH 89° 44' EAST, 54.00 FEET TO A POINT DISTANT 185.00 FEET MEASURED AT RIGHT ANGLES EASTERLY FROM SAID EASTERLY BOUNDARY OF SAID "TRACT, 1829"; THENCE ALONG A LINE PARALLEL WITH SAID LAST NAMED EASTERLY BOUNDARY, SOUTH 0° 16' EAST, 273.80 FEET TO THE NORTHERLY LINE OF THE HEREINABOVE MENTIONED KERRY AVENUE; THENCE ALONG SAID LAST NAMED NORTHERLY LINE, SOUTH 88° 28' 30" EAST 16.28 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

BEGINNING AT AN ANGLE CORNER IN THE EASTERLY BOUNDARY LINE OF TRACT NO. 1829 LA LINDA MEADOWS, UNIT NO. 1, A MAP OF WHICH WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 10, 1957 IN BOOK 76 OF MAPS; AT PAGES 10 AND 11, AT THE NORTHWESTERLY CORNER OF THAT CERTAIN 15 ACRE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM SAN JOSE ABSTRACT & TITLE INSURANCE CO., A CORPORATION TO NICK STEPOVICH, ET UX, DATED MAY 14, 1948, RECORDED MAY 14, 1948 IN BOOK 1615 OFFICIAL RECORDS, PAGE 351, SANTA CLARA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING SOUTH 88° 31' EAST ALONG THE NORTHERLY LINE OF SAID 15 ACRE TRACT FOR A DISTANCE OF 385.22 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN 3 ACRE TRACT OF LAND DESCRIBED IN THE DEED FROM A.C. BUTCHER ET UX, TO MASA KISHIMOTO, ET UX, DATED FEBRUARY 20, 1950, RECORDED MARCH 16, 1950 IN BOOK 1945 OFFICIAL RECORDS, PAGE 371, SANTA CLARA COUNTY RECORDS AND THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH 88° 31' EAST ALONG THE



NORTHERLY LINE OF SAID 15 ACRE TRACT AND ALONG THE NORTHERLY LINE OF THAT CERTAIN 0.36 ACRE TRACT OF LAND DESCRIBED AS PARCEL TWO IN THE DEED TO SAID STEPOVICH ABOVE REFERRED TO FOR A DISTANCE OF 121.65 FEET TO THE NORTHEASTERLY CORNER OF SAID 0.36 ACRE TRACT ALSO BEING THE NORTHWESTERLY CORNER OF TRACT NO. 1578 LAURON PARK, A MAP OF WHICH WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON OCTOBER 21, 1955 IN BOOK 63 OF MAPS, AT PAGES 24, 25, 26 AND 27; THENCE SOUTH 88° 30' EAST ALONG THE NORTHERLY LINE OF SAID TRACT NO. 1578 FOR A DISTANCE OF 98.35 FEET TO THE SOUTHEASTERLY CORNER OF SAID 3 ACRE TRACT; THENCE NORTH 1° 10' EAST ALONG THE EASTERLY LINE OF SAID 3 ACRE TRACT FOR A DISTANCE OF 577.34 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTH 89° 10' 10" WEST ALONG THE NORTHERLY LINE OF SAID 3 ACRE TRACT FOR A DISTANCE OF 234.43 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE SOUTH 0° 16' 20" EAST ALONG THE WESTERLY LINE OF SAID 3 ACRE TRACT FOR A DISTANCE OF 574.90 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM PARCEL ONE ABOVE THAT PORTION THEREOF CONVEYED TO CITY OF SANTA CLARA, FOR PUBLIC STREET PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 17, 1962 IN BOOK 5721 PAGE 495, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON PIPE IN THE NORTHWESTERLY CORNER OF THAT CERTAIN 11.242 ACRE PARCEL SHOWN UPON THAT CERTAIN MAP ENTITLED, "RECORD OF SURVEY OF A PORTION OF THE QUITO RANCHO LYING WITHIN THE COUNTY OF SANTA CLARA, CALIFORNIA", PREPARED AT THE REQUEST OF JEFFERSON UNION SCHOOL DISTRICT FILLED IN BOOK 122 OF MAPS AT PAGE 6, SANTA CLARA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE OF SAID 11.242 ACRE PARCEL SOUTH 86° 36' 20" EAST 30.06 FEET TO A POINT BEING DISTANT 30.00 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE MOST WESTERLY LINE OF SAID 11.242 ACRE PARCEL; THENCE RUNNING PARALLEL WITH AND DISTANT 30.00 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM SAID WESTERLY LINE, F SOUTH 0° 16' 00" EAST 406.27 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 24° 20' 25", AN ARC DISTANCE OF 8.50 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 50° 37' 44", AN ARC DISTANCE OF 61.85 FEET TO A POINT IN A SOUTHERLY LINE OF SAID 11.242 ACRE PARCEL; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 44' 00" WEST 30.76 FEET TO AN IRON PIPE; AT AN ANGLE CORNER IN THE WESTERLY LINE OF SAID 11.242 ACRE PARCEL; THENCE ALONG THE MOST WESTERLY LINE OF SAID 11.242 ACRE PARCEL, NORTH 0° 16' 00" WEST 476.29 FEET TO THE IRON PIPE AT THE POINT OF BEGINNING OF THIS DESCRIPTION.

ALSO EXCEPTING FROM PARCELS ONE AND TWO ABOVE THAT PORTION THEREOF CONVEYED TO CITY OF SANTA CLARA, FOR PUBLIC STREET PURPOSES, BY INSTRUMENT RECORDED JUNE 16, 1964 IN BOOK 6543 PAGE 135, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF THAT CERTAIN 11.242 ACRE TRACT OF LAND AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "RECORD OF SURVEY OF A PORTION OF QUITO RANCHO", A MAP OF WHICH IS FILED FOR RECORD IN BOOK 122 OF MAPS, PAGE 6, SANTA CLARA COUNTY RECORDS, SAID POINT OF BEGINNING BEING ALSO ON THE MONUMENT LINE OF KENSINGTON AVENUE, 61 FEET IN WIDTH; THENCE ALONG THE SOUTHERLY LINE OF SAID 11.242 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES: SOUTH 88° 26' 30" EAST 16.28 FEET; SOUTH 88° 31' 00" EAST 506.87 FEET; AND SOUTH 88° 30' 00" EAST 98.35 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTH 1° 10' EAST, 181.26 FEET ALONG THE PROPOSED CENTER LINE OF BENTON STREET, 30 FEET ONE HALF WIDTH, AND THE EASTERLY LINE OF SAID 11.242 ACRE TRACT TO THE BEGINNING OF SAID PROPOSED CENTER LINE OF BENTON STREET; THENCE A LEAVING THE SAID PROPOSED CENTER LINE OF BENTON STREET AND CONTINUING ALONG SAID EASTERLY LINE OF 11.242 ACRE TRACT NORTH 1° 10' EAST., 118.74 FEET TO THE INTERSECTION THEREOF WITH THE

NORTHWESTERLY LINE OF SAID PROPOSED BENTON STREET; THENCE ALONG SAID NORTHWESTERLY LINE OF PROPOSED BENTON STREET ON A CURVE TO THE LEFT IN A SOUTHWESTERLY DIRECTION, HAVING A RADIUS OF 250 FEET, THROUGH A CENTRAL ANGLE OF 28° 21' 27", FOR AN ARC DISTANCE OF 123.73 FEET TO THE END OF A CURVE; THENCE SOUTH 1° 10' WEST, 130.97 FEET ALONG THE WESTERLY LINE OF SAID PROPOSED BENTON STREET TO BEGINNING OF THE RETURN; THENCE FOLLOWING THE RETURN ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 20 FEET, THROUGH A CENTRAL ANGLE OF 90° 20', FOR AN ARC DISTANCE OF 31.53 FEET TO THE END OF THE RETURN; THENCE ALONG THE PROPOSED NORTHERLY LINE OF SAID KENSINGTON AVENUE, THE FOLLOWING COURSES AND DISTANCES: NORTH 88° 30' 00" WEST, 48.06 FEET; NORTH 88° 31' 00" WEST, 506.86 FEET; AND NORTH 88° 28' 30" WEST, 17.21 FEET TO THE INTERSECTION THEREOF WITH THE WESTERLY LINE OF SAID 11.242 ACRE TRACT; THENCE SOUTH 0° 16' EAST, 30.01 FEET ALONG SAID WESTERLY LINE OF 11.242 ACRE TRACT TO THE POINT OF BEGINNING.

APN: 313-30-001; ARB 311-29-44