

TERMINATION OF LEASE AGREEMENT

This Termination of Lease ("**Termination Agreement**") is made as of December ____, 2021 ("**Effective Date**") by and between (i) the CITY OF LOMPOC, a municipal corporation ("**Lessor**"), and (ii) Don Woodward dba River's Edge Pet Lodge ("**Original Lessee**") and River's Edge Pet Lodge, Inc., a California corporation ("**Lessee Assignee**"). Original Lessee and Lessee Assignee are jointly hereinafter referred to as the "**Lessee.**"

RECITALS:

- A. Lessor is the fee owner of that certain real property located at 1700 North "H" Street in the City of Lompoc, County of Santa Barbara, State of California (APN 093-051-014), as described on the attached Exhibit A ("**Property**").
- B. Pursuant to that certain Lease Agreement dated January 21, 2014, the Property was leased to Original Lessee ("**Lease**").
- C. Original Lessee transferred his leasehold interest to Lessee Assignee without Lessor's consent. Recently, Lessee has sold the business to a third party.
- D. The parties mutually desire to terminate the Lease.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **Effective Date.** This Termination Agreement shall be effective upon the date specified above.
2. **Termination of Lease.** As of the Effective Date, the Lease shall be terminated and Lessor shall retain the security deposit of Two Thousand Five Hundred Dollars (\$2,500) as consideration for consenting to the early termination of the Lease. Termination of the Lease shall not release Lessee from any indemnity provisions in the Lease.
3. **Execution in Counterpart.** This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
4. **Applicable Law.** This Termination Agreement shall be governed by and construed in accordance with the laws of the State of California.
5. **Miscellaneous.** This Termination Agreement shall be construed according to its fair meaning as if prepared by both parties. In any action or proceeding by either party to enforce this Termination Agreement or any provision thereof, the prevailing party shall be entitled to all costs incurred (including expert witness fees) and to any reasonable attorneys' fees incurred. Upon Lessor's written request, Lessee agrees to execute and

acknowledge a termination agreement to be recorded in the Official Records of Santa Barbara County if reasonably required to remove the Lease from the public records.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Termination Agreement as of the Effective Date.

LESSEE:

Don Woodward

RIVER'S EDGE PET LODGE INC;
a California corporation

By: _____
Donald G. Woodward, Jr.
Chief Executive Officer

By: _____
Shana Muro, Secretary

LESSOR:

CITY OF LOMPOC,
a municipal corporation

By: _____
City Manager

ATTEST:

Stacy Haddon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Jeff Malawy, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

THE LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA, CITY OF LOMPOC, DESCRIBED FOLLOWS:

That portion of the Subdivision of Ranchos Lompoc and Mission Vieja in the City of Lompoc, County of Santa Barbara, State of California, according to the map thereof recorded in Book 1, page 45 of Maps and Surveys, described as follows:

Parcel "C" as shown on Parcel Map Lom 196-P in the City of Lompoc, County of Santa Barbara, State of California, filed in book 14, page 11 of Parcel Maps in the office of the County Recorder of said County;

Excepting therefrom all oil, gas, and petroleum, and other hydrocarbon substances and any minerals lying below a depth of 500 feet below the surface of said land without, however, the right to enter upon the surface of said land or any portion thereof lying above a plane parallel to and 500 feet vertically below the surface of said land;

Excepting and reserving therefrom the agricultural water well located in the Southerly 60 feet of said land, together with the right to use, repair and maintain said water well for agricultural irrigation purposes solely on Parcels A, B, C and D as described in Parcel Map LOM 195-F. Said exception is in favor of the predecessors in interest to Grantors herein, J. Byron Culbertson and Sharon Culbertson, husband and wife, and George R. Vance and Betty E. Vance, husband and wife ("Culbertson and Vance") in that certain Joint Tenancy Grant Deed recorded as instrument no. 78-1136 on Jan. 10, 1978 in the office of the county recorder of Santa Barbara County. Further details of said agricultural water well reservation and exceptions are set forth in Exhibit A to the Legal Description.

EXHIBIT A TO LEGAL DESCRIPTION:

The reservation and exception concerning the agricultural water well on Parcel "C: as shown on Parcel Map LOM 195-P in the City of Lompoc, County of Santa Barbara, State of California as filed in book 14, page 21 of parcel maps in the office of the County Recorder of said County, and as more fully set forth in that certain Joint Tenancy Grant Deed instrument no. 78 1136 filed Jan 10 1978 in the office of the county recorder of said county, further identifies the exceptions and reservations concerning the agricultural water well on the land described in the attached deed from Richard S. Armstrong and Lillian J. Armstrong, Husband and Wife to the City of Lompoc:

"This reservation of said water well and the right to use the same is subject to an easement over said southerly 60 feet of the above described land in favor of the City of Lompoc for public street purposes. At such time as Grantees [Armstrong], or their successors or assigns, or the City of Lompoc, or any other party having an interest in constructing the public street over said right of way, shall construct said public street, Grantor [Culbertson and Vance] shall either abandon said water well, or relocate the same, or, if approved by the City of Lompoc, convert said water well to a submerged water well lying below the level of said city street. If Grantor [Culbertson and Vance] shall convert said water well to a submerged water well, Grantor [Culbertson and Vance] shall retain all necessary rights of way and easements for pipeline purposes, power purposes, and the like, to be located entirely within said 60 foot street easement, at such locations, and in such manner as may be approved by the City of Lompoc."

A copy of the entire deed, Culbertson and Vance to Richard s and Lillian J. Armstrong, husband and wife, as Joint Tenants, is attached hereto as Exhibit B.

EXHIBIT B TO LEGAL DESCRIPTION

That certain Joint Tenancy Grant Deed from J. Byron Culbertson and Sharon Culbertson (as grantor), to Richard S. Armstrong and Lillian J. Armstrong (as grantee) recorded on January 10, 1978 as Instrument No. 78-1136 in the Official Records of Santa Barbara County which is incorporated herein by reference.