

TO BE RECORDED AND WHEN RECORDED

RETURN TO:

Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Christopher K. Lynch

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES UNDER SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “**Agreement**”), dated for convenience as of May 1, 2026, is between the CITY OF MOUNTAIN VIEW CAPITAL IMPROVEMENTS FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the “**Authority**”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the “**Trustee**”).

B A C K G R O U N D :

1. The City wishes to finance the demolition of the existing Mountain View Police Department building and the acquisition and construction of a Public Safety Building to be located at 1000 Villa Street in the City’s Public Facility District, and such other improvements that may be identified from time to time by the City (the “**Project**”).

2. The City and the Mountain View Shoreline Regional Park Community (the “**Shoreline Community**”) are parties to a Joint Exercise of Powers Agreement, dated as of February 25, 1992 (the “**Joint Powers Agreement**”), pursuant to which the Authority was established as a joint exercise of powers authority under the Joint Exercise of Powers Act (Government Code §6500 et seq.) for the purpose of providing assistance with financings that are authorized under the Joint Exercise of Powers Act.

3. The City has proposed to lease to the Authority certain real property and improvements of the City, as more particularly described in Appendix A attached hereto and by this reference incorporated herein (the “**Leased Property**”), under a Site Lease, dated as of the date hereof, between the City and the Authority (the “**Site Lease**”) in consideration of the payment by the Authority of an upfront rental payment (the “**Site Lease Payment**”) which is sufficient to provide funds for the acquisition and construction of the Project. The Site Lease is being recorded concurrently herewith.

4. The Authority has authorized the issuance of its City of Mountain View Capital Improvements Financing Authority Lease Revenue Bonds, Series 2026 (Legacy Fields) in the aggregate principal amount of \$ _____ (the “**2026 Bonds**”) under an Indenture of Trust dated as of the date hereof (the “**Indenture**”), between the Authority and the Trustee, for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with the Site Lease.

5. Under Section 2.08 and Section 2.09 of the Indenture, the Authority is authorized to issue Additional Bonds (as defined in the Indenture) payable from the Lease Payments (as defined in the Lease) payable by the City under the Lease. Together, the 2026 Bonds and any Additional Bonds are defined as “**Bonds**” under this Assignment Agreement and the Indenture.

6. In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under a Lease Agreement dated as of the date hereof (the “**Lease**”), a memorandum of which has been recorded concurrently herewith, under which the City has agreed to pay semiannual Lease Payments as the rental for the Leased Property thereunder.

7. The Authority has requested the Trustee to enter into this Agreement for the purpose of assigning certain of its rights under the Lease to the Trustee for the benefit of the Bond owners.

A G R E E M E N T :

In consideration of the material covenants contained in this Agreement, the parties hereto hereby formally covenant, agree and bind themselves as follows:

SECTION 1. *Defined Terms.* All capitalized terms not otherwise defined herein have the respective meanings given those terms in the Indenture.

SECTION 2. *Assignment.* The Authority hereby assigns to the Trustee, for the benefit of the Owners of all Bonds which are issued and Outstanding under the Indenture, all of the Authority’s rights under the Lease (excepting only the Authority’s rights under Sections 4.5, 5.10, 7.3 and 8.4 of the Lease and its rights to give consents and approvals under the Lease), including but not limited to:

- (a) the right to receive and collect all of the Lease Payments from the City under the Lease;
- (b) the right to receive and collect any proceeds of any insurance maintained thereunder with respect to the Leased Property, or any eminent domain award (or proceeds of sale under threat of eminent domain) paid with respect to the Leased Property; and
- (c) the right to exercise such rights and remedies conferred on the Authority under the Lease as may be necessary or convenient (i) to enforce payment of the Lease Payments and any amounts required

to be deposited in the Insurance and Condemnation Fund established under Section 5.07 of the Indenture, or (ii) otherwise to protect the interests of the Bond Owners in the event of a default by the City under the Lease.

The Trustee shall administer all of the rights assigned to it by the Authority under this Agreement in accordance with the provisions of the Indenture, for the benefit of the Owners of Bonds. The assignment made under this Section 2 is absolute and irrevocable, and without recourse to the Authority.

SECTION 3. *Release.* As set forth in Section 3.3(b) of the Lease Agreement, upon Final Completion of the Public Safety Building, the City shall have the absolute right to make the Public Safety Building and its related site, as described in Appendix A hereto, the Leased Property subject to the Lease Agreement and the Site Lease, and to release the Civic Center Parcels described in Appendix A (and the related improvements) from the Lease Agreement and the Site Lease without meeting the conditions set forth in Section 3.3(a) of the Lease Agreement. The City shall effectuate such release by (1) certifying, in a certificate of completion provided to the Trustee, that the Final Completion of the Public Safety Building has occurred and the fair rental value of the Public Safety Building and its related site is at least equal to the Lease Payments, (2) causing a certificate of the City to be delivered to the Trustee evidencing that the insurance policies required by the Lease Agreement are in full force and effect with respect to the Public Safety Building and (3) causing a Notice of Release of Leased Property, substantially in the form attached to the Lease Agreement as Appendix D, to be recorded in the real property records of Santa Clara County. Subsequent to the execution and recordation of such Notice of Release of Leased Property, subject to any future authorized substitution, release or addition of the Leased Property pursuant to Section 3.2, 3.3 or 3.4 of the Lease Agreement, references to the Leased Property in the Lease Agreement, the Site Lease and this Agreement shall be deemed to refer to the Public Safety Building and the related site, and shall not be deemed to refer to the Civic Center Parcels (and the related improvements) so released.

SECTION 4. *Acceptance.* The Trustee hereby accepts the assignments made herein for the purpose of securing the payments due under the Lease and Indenture to, and the rights under the Lease and Indenture of, the Owners of the Bonds, all subject to the provisions of the Indenture. The recitals contained herein are those of the Authority and not of the Trustee, and the Trustee assumes no responsibility for the correctness thereof.

SECTION 5. *Conditions.* This Agreement confers no rights and imposes no duties upon the Trustee beyond those expressly provided in the Indenture. The assignment hereunder to the Trustee is solely in its capacity as Trustee under the Indenture, and the Trustee shall have the same rights, protections, immunities and indemnities hereunder as afforded to it under the Indenture.

SECTION 6. *Execution in Counterparts.* This Agreement may be executed in any number of counterparts, each of which is an original and all together constitute one and the same agreement. Separate counterparts of this Agreement may be separately executed by the Trustee and the Authority, both with the same force and effect as though the same counterpart had been executed by the Trustee and the Authority.

SECTION 7. *Binding Effect.* This Agreement inures to the benefit of and binds the Authority and the Trustee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 8. *Governing Law.* This Agreement is governed by the Constitution and laws of the State of California.

Signatures on following page.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the day and year first written above.

**CITY OF MOUNTAIN VIEW CAPITAL
IMPROVEMENTS FINANCING AUTHORITY**

By _____
Manager

Attest:

Secretary

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as *Trustee***

By _____
Authorized Representative

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of that certain real property situated in the City of Mountain View, County of Santa Clara, which is more particularly described as follows:

Initial Leased Property

Public Safety Building Site

Parcel B, as shown on the map entitled, Parcel Map, filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 09, 1984 in [Book 528 of Maps, Page 28](#).

(End of Legal Description)

APN: 158-15-027

Civic Center Parcels

Parcel One:

All of Lots 53, 54, 55, 56, 57 and 58, as shown upon that certain map entitled, "Amended Map of the J.B. Graham Subdivision", which map was filed for Record in the Office of the recorder of the County of Santa Clara, State of California on July 17, 1928 in [Book "X" of Maps, Pages 8 and 9](#).

Parcel Two:

Beginning at a Stake Marked B.1 standing in fence line between lands now or formerly of Williams and Cumberland Presbyterian Church of Mountain View, said stake being North 60° 45' West 215.70 feet from the Westerly line of Castro Street where the line between said land formerly of Williams and the aforesaid Church Lands intersects the Westerly line of said Castro street; thence along the fence line between said land formerly of Williams and the aforesaid church, North 60° 45' West 364.20 feet; thence following fence, North 28° 51' East 492 feet; thence following fence South 66° 18' East 256.80 feet; thence running South 17° 59' West 525 feet to the point of beginning, being a portion of the Pastoria Rancho.

Excepting therefrom that Parcel of land conveyed by the City of Mountain View to the Mountain View American Legion Building Company, by deed dated May 06, 1931 and recorded August 17, 1931, in [Book 576 of Official Records, Page 323](#), Records of Santa Clara County, California, described as follows:

Beginning at a point in the Northerly line of Church Street, 91.85 feet distant from the Easterly line of Franklin Street, as the same are shown on the Official Map of the City of Mountain View, California, said point being the Southeasterly corner of Lot 50 of the J. B. Graham Subdivision in the City of Mountain View, California, as the same is shown on Maps on file in the Office of the County Recorder, Santa Clara County, State of California, at [Page 29, Volume "W", in the Book of Maps](#), and running thence Northeasterly along the Easterly line of said Lot 50 and of Lot 51 of the J. B. Graham Subdivision a distance of 100.25 feet to the Northeasterly corner of the said Lot 51; Thence Southwesterly along a course parallel to the Easterly line of the above mentioned Franklin Street to its intersection with the Northerly line of the above mentioned Church street; thence Northwesterly along the Northerly line of the said Church street to the point of beginning, all of such parcel of land being a part of that tract of land known as the old presbyterian cemetery granted to The City of Mountain View, by deed dated September 19, 1930 said deed being filed at [Page 229, Volume 538](#) of Official Records in the Office of the County Recorder, Santa Clara County, California.

Parcel Three:

Beginning at the point of intersection of the Southwesterly line of Mercy street with the Southeasterly line of franklin street; thence running South 64° 05' East and along the Southwesterly line of mercy Street 70.84 feet; thence running South 27° 37' West 100 feet; thence running North 64° 05' West and parallel with the Southwesterly line of Mercy street, 67.54 feet, more or less, to a point on the Southeasterly line of Franklin street; Thence running North 25° 55' East and along the Southeasterly line of Franklin street, 100 feet, more or less, to the point of beginning, and being a portion of the Rancho Pastoria De Las Borregas.

Excepting therefrom that portion thereof described in the deed from E. Madeleine Maritz, who acquired to the herein described property as Madeline E. Maritz to Henry Jassen, Sr., et ux, dated January 28, 1947, recorded February 03, 1947 in [Book 1413 of Official Records, Page 367](#), more particularly described as follows:

Beginning at a point in the Southeasterly line of Franklin Street at the most Northerly corner of that certain parcel of land conveyed to Dorothy Graham to Frances E. Tuban, by deed dated April 05, 1944, recorded April 06, 1944 in [Book 1189 of Official Records, Page 489](#); thence along said line of Franklin street, North 25° 55' East 39.50 feet; thence leaving said line of Franklin street and running parallel with the Southwesterly line of Mercy street, South 64° 05' East 68 feet, more or less, to a point in the Northwesterly line of that certain Parcel of land conveyed by the Estate of V. Manfredi to Attilio Manfredi, by decree dated August 22, 1941, recorded August 22, 1941 in [Book 1055 of Official Records, Page 334](#); thence along said Northwesterly line, South 27° 37' West 40 feet, more or less, to the most Easterly corner of said Parcel of land so conveyed to Frances E. Tuban; thence along the Northeasterly line of said parcel so conveyed to Tuban, and parallel with the said line of Mercy street, North 64° 05' West 67.54 feet, more or less, to the point of beginning and being a portion of the Rancho Pastoria De Las Borregas.

Parcel Four:

Beginning at a point on the Southerly line of Mercy Street, distant thereon South 64° 05' East 790.84 feet from the point of intersection of said line of Mercy street with the Easterly line of Bailey Avenue, as said street and avenue are shown upon the amended

map of the J. B. Graham Subdivision, Mountain View, California, filed July 17, 1928 in the Office of the recorder of the County of Santa Clara, State of California in [Book "X" of Maps, Pages 8 and 9](#), said point of beginning also being distant along said line of Mercy street, South 64° 05' East 70.84 feet from the point of intersection of said line of Mercy Street, with the Easterly line of Franklin Street, as shown on said map; thence along said line of Mercy Street, South 64° 05' East 50 feet; thence South 27° 37' West 150.06 feet; thence North 64° 05' West 50 feet; thence North 27° 37' East 150.06 feet to the point of beginning and being a portion of the Rancho Pastoria De Las Borregas.

Parcel Five:

Beginning at a point in the Southeasterly line of Franklin Street at the most Northerly corner of that certain parcel of land described in the deed from Dorothy Graham to Frances E. Tuban, dated April 05, 1944, recorded April 06, 1944 in [Book 1189 of Official Records, Page 489](#); thence along said line of Franklin Street, North 25° 55' East 39.50 feet; thence leaving said line of Franklin Street and running parallel with the Southwesterly line of Mercy Street, South 64° 05' East 68 feet, more or less, to a point in the Northwesterly line of that certain Parcel of land conveyed by the Estate of V. Manfredi to Attilio Manfredi, by Decree dated August 22, 1941, recorded August 22, 1941 in [Book 1055 of Official Records, Page 334](#); thence along said Northwesterly line, South 27° 37' West 40 feet, more or less, to the most Easterly corner of said Parcel of land so conveyed to Frances E. Tuban; thence along the Northeasterly line of said Parcel so conveyed to Tuban, and parallel with the said line of Mercy Street, North 64° 05' West 67.54 feet, more or less, to the point of beginning and being a portion of the Rancho Pastoria De Las Borregas.

Parcel Six:

Beginning at a point in the Southeasterly line of Franklin Street, distant thereon South 25° 55' West 99.96 feet from the intersection thereof with the Southwesterly line of Mercy Street, said point of beginning being the Southwesterly corner of that Parcel of land conveyed by Dorothy B. Graham, to Paul Maritz, et ux, by deed dated November 21, 1933 and recorded November 21, 1933 in [Book 665 of Official Records, Page 301](#), Santa Clara County Records; thence along said line of Franklin Street, South 25° 55' West 50.04 feet to the Southwesterly corner of that Parcel of land conveyed by Joseph B. Graham, et ux, to Felix Grabarkiewicz, et ux, by deed dated May 11, 1925 and recorded May 12, 1925, in [Book 158 of Official Records, Page 294](#), Santa Clara County Records; thence along the Southwesterly line of said last mentioned lands and parallel with said line of Mercy Street, South 64° 05' East 66.39 feet to the Southeasterly corner thereof; thence along the Southeasterly line of said last mentioned lands, North 27° 37' East 50.06 feet to the Southeasterly corner of said lands so conveyed to Maritz aforementioned; thence North 64° 05' West and parallel with Mercy Street 67.54 feet, more or less, to the point of beginning, being a portion of the Rancho Pastoria De Las Borregas.

Parcel Seven:

All of Lots 1, 2, 3, 4, 5, 6 and 7, as shown upon that certain map entitled, "Map of the Bailey Addition to the Town of New Mountain View", which map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on September 17, 1888 in [Book "D" of Maps, Page 23](#).

Parcel Eight:

Beginning at a point in the Northwesterly line of Castro Street, distant thereon Southwesterly 58.65 feet from the point of intersection thereof with the Southwesterly line of Mercy Street, said point of beginning also being the Southernmost corner of Lot 1, as said streets and lot are shown upon that certain map entitled, "Map of the Bailey Addition to the Town of New Mountain View", which map was recorded on September 17, 1888 in [Book "D" of Maps, Page 23](#), Santa Clara County Records; thence from said point of beginning Northwesterly along the Southwesterly line of said Lot 1 for a distance of 150 feet, more or less, to the Westernmost corner thereof in the Southeasterly line of Lot 2, as said Lot is shown upon the map above referred to; thence Southwesterly along said Southeasterly line of said Lot 2 for a distance of 30.00 feet to the Southernmost corner thereof in the Northeasterly line of Lot 9, as said lot is shown upon that certain map entitled, "Map of the Oaks Subdivision", as said map was recorded on July 31, 1912 in [Book "O" of Maps, Page 5](#), Santa Clara County Records; thence Southeasterly along said Northeasterly line of Lot 9 for a distance of 150 feet, more or less, to the point of intersection thereof with the Northwesterly line of Castro Street; thence Northeasterly along said last mentioned line 30.00 feet to the point of beginning.

Parcel Nine:

All of Lots 1, 2, 3, 4, 6, 7, 8 and 9, as shown upon that certain map entitled, "Map of the Oaks Subdivision", which map was filed for Record in the Office of the Recorder of the County of Santa Clara, State of California on July 31, 1912, in [Book "O" of Maps, Page 5](#).

Excepting therefrom said Lots 1, 2, 3 and 4, that portion conveyed to Wells Fargo Bank, American Trust Company, a corporation, in grant deed recorded April 19, 1961 in [Book 5140 of Official Records, Page 483](#), Santa Clara County Records, described as follows:

Beginning at the most Southerly corner of Lot 1, as said Lot is shown upon that certain map entitled, "Map of the Oaks Subdivision in the Town of Mountain View", which map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on July 31, 1912, in [Book "O" of Maps, Page 5](#); running thence North 60° 45' West a distance of 185.45 feet, along the most Southwesterly boundary of said Lot 1, to a point; thence leaving said boundary North 26° 00' East a distance of 189.49 feet to a point on the most Northeasterly boundary of Lot 4 of said Oaks Subdivision; thence South 64° 00' East, a distance of 185.15 feet along the aforementioned Northeasterly boundary of said Lot 4 to a point on the most Southeasterly boundary of the Oaks Subdivision, said point also being the most Easterly corner of Lot 4; thence South 26° 00' West a distance of 200.00 feet along the aforementioned Southeasterly boundary of the Oaks Subdivision to the point of beginning.

Parcel Ten:

Portion of Lot 5, as shown upon that certain map entitled, "Map of the Oaks Subdivision", which map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on July 31, 1912, in [Book "O" of Maps, Page 5](#), described as follows:

Beginning at the most Southerly corner of Lot 1, as said lot is shown upon that certain map entitled, "Map of the Oaks Subdivision in the Town of Mountain View", which map was filed for record in the Office of the recorder of the County of Santa Clara, State of California on July 31, 1912, in [Book "O" of Maps, Page 5](#); running thence North 60° 45' West a distance of 185.45 feet, along the most Southwesterly boundary of said Lot 1, to a point; thence leaving said boundary North 26° 00' East a distance of 189.49 feet to the true point of beginning, on the most Southwesterly boundary of Lot 5 of said Oaks Subdivision; thence continuing North 26° 00' East a distance of 50.00 feet to a point on the most Northeasterly boundary of said Lot 5; thence North 64° 00' West a distance of 63.53 feet along the aforementioned Northeasterly boundary of said Lot 5 to a point on the most Northwesterly boundary of the Oaks Subdivision, said point also being the most Northerly corner of said Lot 5; thence South 17° 58' West, a distance of 50.49 feet, along the aforementioned Northwesterly boundary of the Oaks Subdivision, to the Southwesterly boundary of said Lot 5; thence along last said line South 64° 00' East a distance of 56.47 feet to the true point of beginning.

(End of Legal Description)

APN: 158-10-032