

LEASE TERMINATION AND PROPERTY EXCHANGE AGREEMENT

This **LEASE TERMINATION AND PROPERTY EXCHANGE AGREEMENT** (this “Agreement”) is made and entered into as of the 14th day of October, 2014 (the “Effective Date”), by and between the **CITY OF LANCASTER**, a California municipal corporation and charter city (the “City”), and the **LANCASTER SCHOOL DISTRICT**, a public body, corporate and politic (the “District”). The City and District are sometimes individually referred to as a “Party” and collectively as the “Parties.”

R E C I T A L S

A. The City and District have a long tradition of working together to further their respective objectives and benefit their respective constituencies.

B. Pursuant to a Lease Agreement dated as of _____, _____ (the “District Lease”), the City leased to the District an approximately three (3) acre portion (the “District Lease Property”) of the City’s maintenance yard located at the northeast corner of 7th Street West and Avenue H. The District Lease is for a term of ninety-nine (99) years, is in full force and effect as of the Effective Date and has a current appraised value of \$314,000.00.

C. The City owns the real property and improvements located at 44802 Date Avenue, Lancaster, California 93534 (the “City Property”), which is described in more detail in the legal description (the “City Property Legal Description”) attached hereto as Exhibit “A” and incorporated by reference. The City Property is generally located at the northeast corner of West Milling Street and Date Avenue, is directly north of the District’s headquarters and has a current appraised value of \$440,000.00 (the “City Property Value”).

D. Subject to the terms and conditions of this Agreement, the City desires to transfer all of its right, title and interest in and to the City Property to the District and the District desires to voluntarily terminate the District Lease. As the City Property is worth \$126,000 more than the District Lease, the transactions contemplated herein will result in a net benefit to the District that must be balanced and equalized. Such balance and equalization will be achieved by the City’s use of certain District-owned gymnasium facilities, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and District agree as follows:

1. Termination of the District Lease; Surrender Date. The District hereby surrenders to the City, as of the Effective Date, the District Lease and the District Lease Property in accordance with all of the provisions of the District Lease relating to surrender of the District Lease Property upon expiration or termination of the District Lease, to the intent and purpose that the District’s rights and estate in the District Lease and the District Lease Property will be wholly extinguished on the Effective Date in the same manner and with the same effect as if that were the date set forth in the District Lease for the natural expiration of its term.

(a) Current Appraised Value of District Lease. The Parties acknowledge and agree that the current value of the District Lease is \$314,000 (the “District Lease Value”) and that the District’s termination of the District Lease results in a benefit to the City in that amount.

(b) No Encumbrances. The District represents and warrants that neither the District Lease nor the District Lease Property nor the improvements thereon have been or will be encumbered in any way whatever by the District; that the District will have good right to surrender the District Lease; that no one other than the District has acquired or will acquire through or under the District any right, title or interest in or to any of the same; that upon the consummation of the transaction contemplated hereby, the City shall possess the District Lease Property and the improvements thereon free of any claim, demand, right, title or interest of any other party; and that the District has no claim, right or title to any fixtures and equipment remaining in or on the District Lease Property after the Effective Date.

(c) Waiver of Rights; Agreement to Vacate. As a material inducement for the City to enter into this Agreement, the District agrees to vacate the Property and to surrender and deliver the District Lease Property and the improvements thereon to the City in accordance with the terms of the District Lease on or before the Effective Date.

(d) Release of Lease Obligations. As of the Effective Date, the City and District will be deemed released from each and all of their respective obligations (past, present and future) under the District Lease except that the District will continue to remain liable thereafter (a) for the City’s liabilities, costs and expenses of every nature occasioned by the District’s failure to surrender the District Lease Property and improvements thereon in accordance with the terms hereof and of the District Lease; (b) for the payment of all utilities through the Effective Date; and (c) with regard to all liabilities and claims (including, without limitation, claims for labor and materials asserted to have been furnished to the District) incurred by or made against the City and/or District in any way connected with, relating to or arising out of the use or occupancy of the District Lease Property by the District, or anyone claiming by, through or under the District, up to the day prior to the Effective Date.

(e) Modification of District Lease. As modified by this Agreement, the District Lease and all of its terms and conditions are hereby in all respects ratified, confirmed and approved and the District acknowledges that it has no defenses or offsets respecting the District Lease.

2. Conveyance of the City Property. Subject to the terms and conditions of this Agreement, the City agrees to convey the City Property to the District, and the District agrees to accept such conveyance.

(a) Current Appraised Value of the City Property. The Parties acknowledge and agree that the current value of the City Property is \$440,000 (the “City Property Value”) and that the City’s conveyance of the City Property to the District results in a benefit to the District in that amount.

(b) Disclaimer of Warranty. Notwithstanding any other provision of this Agreement to the contrary, the City makes no representation or warranty (except as expressly set forth in section 6 below) whatsoever regarding the City Property, the physical condition of the City Property, its past use, its compliance with laws (including, without limitation, laws governing environmental matters, zoning, and land use), or its suitability for the District’s intended use. The

City has not conducted any investigation regarding the condition of the City Property, and the City Property will be conveyed AS-IS, WHERE-IS WITH ALL FAULTS, AND THERE IS NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE CITY PROPERTY OR RIGHTS ASSOCIATED WITH THE CITY PROPERTY. The District hereby represents and warrants that the District is relying solely upon its own independent inspection, investigation, and analysis of the City Property as it deems necessary or appropriate in so acquiring the City Property from City including, without limitation, any and all matters concerning the condition, use, sale, development or suitability for development of the City Property. The City would not convey the City Property to the District without the foregoing provision.

(c) No Encumbrances. The City represents and warrants that neither the City Property nor the improvements thereon have been or will be encumbered in any way whatever by the City; that no one other than the City has acquired or will acquire through or under the City any right, title or interest in or to any of the same; that upon the consummation of the transaction contemplated hereby, the District shall possess the City Property and the improvements thereon free of any claim, demand, right, title or interest of any other party; and that the City has no claim, right or title to any fixtures and equipment remaining in or on the City Property after the Effective Date.

(d) Escrow. Within ten (10) business days following execution of this Agreement by the Parties, the Parties shall open an escrow (the "Escrow") in accordance with this Agreement with _____, or another escrow company mutually agreeable to both Parties (the "Escrow Holder"). This Agreement, together with the escrow instructions prepared by Escrow Holder and executed by the Parties, constitutes the joint escrow instructions of the Parties, and Escrow Holder to whom these instructions are delivered is hereby empowered to act under this Agreement. The Parties agree to do all acts necessary to close this Escrow on or before _____, 2014 (the "Closing Date").

(e) Preliminary Report. Within five (5) days commencing on the day after the opening of Escrow, District shall cause Escrow Agent to issue to District (with a copy to City) a preliminary report for a CLTA Owner's Policy for the Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters affecting City's title to the Property ("Preliminary Report"), together with copies of all documents relating to title exceptions referred to in the Preliminary Report.

(f) Condition of Title and City Property.

(i) *Condition of Title.* It shall be a Condition Precedent to the Close of Escrow for the District's benefit that title to the City Property be conveyed to the District by the Grant Deed described and defined section 2(g)(i), subject to the following conditions of title ("Approved Condition of Title"):

(A) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the City Property.

(B) the standard printed exceptions and exclusions contained in the CLTA standard policy or the ALTA extended form policy if requested by the District.

(ii) *Condition of City Property and Inspection.* For the twenty (20) day period commencing on the day after the opening of Escrow (the “Due Diligence Period”), the District and any agents of the District shall have the right to enter upon the City Property for the purpose of making photographs, surveys, soil, geological, environmental and other tests, and engineering, land use, economic feasibility and other studies. The District shall, upon completion of such photographs, surveys, tests and studies, and if Escrow does not close hereunder, restore the City Property to the extent of its condition prior to such photographs, surveys, tests and studies, and deliver to the City copies of any and all written reports, documents and surveys, at no cost to the City. Within five (5) days of opening the Escrow, the City shall deliver to the District, copies of any and all existing reports, tests, and surveys, concerning the City Property that are known to the City and in the City’s possession. The District shall have the right to unilaterally terminate this Agreement, for any reason or no reason at any time on or prior to the expiration date of the Due Diligence Period. The District hereby agrees to and shall indemnify and hold harmless the City against and defend from any and all mechanic’s liens, claims, liabilities, costs, expenses, fees (including attorney’s fees), and damages which are claimed, arise out of, or are in any way related to the entry upon, the inspection, testing or study of, or the use of the City Property by the District or by any person or entity on behalf of, or at the request of, the District prior to the close of Escrow; provided, however, the District’s obligation to indemnify and hold harmless the City shall not apply to any liens, claims, liabilities, costs, expenses, fees (including attorney’s fees), or damages which result from the City’s gross negligence or willful misconduct.

(g) Title Policy. Title shall be evidenced by the willingness of _____ (the “Title Company”) to issue its CLTA Owner’s Form Policy of Title Insurance (the “Title Policy”) in the amount of the City Property Value showing title to the City Property vested in the District. The District may, at its option, request an Extended Coverage ALTA Owner’s Form Policy of Title Insurance (the “ALTA Policy”) provided that the issuance of said ALTA Policy does not delay the Close of Escrow, and any additional costs including, without limitation, title and endorsement fees and survey fees incurred in connection with the issuance of such ALTA Policy shall be the District’s sole responsibility. The issuance by Title Company of the Title Policy in favor of the District, insuring fee title to the City Property to the District in the amount of the City Property Value, subject only to the Approved Condition of Title, shall be conclusive evidence that the City has complied with any obligation, express or implied, to convey good and marketable title to the City Property to the District.

(h) Conditions Precedent to Close of Escrow. The conditions precedent described in this section 2(f) are referred to herein as the “Conditions Precedent.”

(i) *Conditions Precedent to District’s Obligations.* The District’s obligation to accept the conveyance of the City Property is subject to the timely satisfaction of the Conditions Precedent set forth in this section 2(f)(i) for the District’s benefit (or the District’s waiver thereof, it being agreed that the District may waive any or all of such conditions) on or prior to the dates designated below for the satisfaction of such conditions. If the District timely terminates this Agreement and the Escrow in writing due to the failure of any of such conditions which are not the result of the District’s default under this Agreement, then the District shall be relieved of all further obligations and liabilities under this Agreement. If the District fails to timely terminate this Agreement and the Escrow in writing due to the failure of any of such conditions, then the District shall be conclusively deemed to be satisfied with all aspects of the City Property.

(A) The City shall have duly performed each and every covenant and agreement to be performed by the City pursuant to this Agreement, and City's representations and warranties set forth in this Agreement shall be true and correct as of the Closing Date;

(B) The District shall have approved, within the Due Diligence Period, the environmental, structural, and soil condition of the City Property;

(C) The District shall not have terminated this Agreement within its rights under this Agreement;

(D) The District shall have accepted and approved the transaction contemplated by this Agreement, which shall be evidenced by execution of this Agreement and related documents and their delivery to Escrow Holder.

(E) No material change shall have occurred to the physical and environmental condition of the City Property after the date of this Agreement or, if the physical or environmental condition of the City Property has materially changed, the District shall have approved the physical and environmental condition of the City Property; and

(F) As of the Close of Escrow, the Title Company shall be unconditionally committed to issue the Title Policy subject only to the Approved Condition of Title.

(ii) *Conditions Precedent to City's Obligations.* The City's obligation to convey the City Property to the District is subject to the timely satisfaction of the Conditions Precedent to the Close of Escrow set forth in this section 2(b)(ii) for the City's benefit (or the City's waiver thereof, it being agreed that the City may waive any or all of such conditions) on or prior to the dates designated below for the satisfaction of such conditions. If the City timely terminates this Agreement and the Escrow in writing due to the failure of any of such conditions which are not the result of the City's default under this Agreement, then the City shall be relieved of all further obligations and liabilities under this Agreement.

(A) The District shall have duly performed each and every covenant and agreement to be performed by the District pursuant to this Agreement and the District's representations and warranties set forth in this Agreement shall be true and correct as of the Closing Date.

(i) Deposits by City. At least one (1) business day prior to the Close of Escrow, the City shall deposit or cause to be deposited with the Escrow Holder the following documents and instruments:

(i) *Grant Deed.* A grant deed (the "Grant Deed"), in the form attached hereto as Exhibit "B", duly executed by the City and acknowledged;

(ii) *The City's Certificate of Non-Foreign Status.* A certificate of non-foreign status (the "Non-Foreign Certificate"), duly executed by the City and a Real Estate Withholding Certificate – California Form 593-C, duly executed by the City (the "State Withholding Certificate");

(iii) *Closing Costs.* A sum equal to the Escrow Holder's estimate of the City's share of the closing costs, prorations and charges payable by the City pursuant to this Agreement; and

(iv) *Other Instruments.* Such other instruments and documents as are required under this Agreement.

(j) Deposits by District. At least one (1) Business Day prior to the Close of Escrow, the District shall deposit or cause to be deposited with the Escrow Holder the following documents and instruments:

(i) *Closing Costs.* A sum equal to the Escrow Holder's estimate of District's share of the closing costs, prorations and charges payable by the District pursuant to this Agreement; and

(ii) *Other Instruments.* Such other documents and instruments as are required under this Agreement.

(k) Costs and Expenses. The cost of the CLTA portion of the Title Policy shall be paid by the City, and the premium and any additional costs for the ALTA extended coverage additional to the premium for CLTA coverage, if any, and the cost of any endorsements to the Title Policy, if any, shall be paid by the District. The escrow fee of the Escrow Holder shall be shared equally by the Parties. The City shall pay all documentary transfer taxes and recording fees payable in connection with the recordation of the Grant Deed. The Parties shall each pay one half (1/2), respectively, of the Escrow Holder's customary charges to buyers and sellers for document drafting and miscellaneous charges. If, as a result of no fault of either Party, the Escrow fails to close, the Parties shall share equally all of the Escrow Holder's fees and charges.

(l) Prorations. The following prorations shall be made between the Parties on the Close of Escrow, computed as of the Close of Escrow:

(i) *Taxes and Assessments.* Real and personal property taxes and assessments on the City Property shall be prorated on the basis that the City is responsible for (i) all such taxes for the fiscal year of the applicable taxing authorities occurring prior to the "Current Tax Period" (as hereinafter defined), and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Close of Escrow, inclusive, whether or not the same shall be payable prior to the Close of Escrow. The phrase "Current Tax Period" refers to the fiscal year of the applicable taxing authority in which the Close of Escrow occurs. If as of the Close of Escrow the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then rates and assessed valuation of the previous year, with known changes, shall be used, and when the actual amount of taxes and assessments for the year or years in question shall be determinable, then such taxes and assessments will be re-prorated between the Parties to reflect the actual amount of such taxes and assessments.

(m) Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, the Escrow Holder shall promptly undertake all of the following in the manner indicated:

(i) *Recording.* Cause the Grant Deed and any other documents which the Parties may mutually direct, to be recorded in the Official Records;

(ii) *Document Transfer Tax.* Pay any Documentary Transfer Tax due to the County of Los Angeles, and charge the cost thereof to the City;

(iii) *Taxes.* Prorate real property taxes and assessments between the Parties as provided herein;

(iv) *Disburse District Funds.* Disburse from funds deposited by the District with the Escrow Holder towards payment of all items chargeable to the account of the District pursuant hereto in payment of such costs, and disburse the balance of such funds, if any, to the District;

(v) *Disburse City Funds.* Disburse from funds deposited by the City with the Escrow Holder towards payment of all items chargeable to the account of the City pursuant hereto in payment of such costs, and disburse the balance of such funds, if any, to the City;

(vi) *Title Policy.* Direct the Title Company to issue the Title Policy to the District;

(vii) *Documents to City.* Deliver to City executed counterparts of any documents to be delivered to the City hereunder; and

(viii) *Documents to District.* Deliver to the District the Non-Foreign Certificate, the State Withholding Certificate, and executed counterparts of any other documents to be delivered to the District hereunder.

3. City's Use of District's Gymnasiums to Equalize Transaction. The District's voluntary termination of the District Lease as set forth in section 1 of this Agreement and the City's conveyance of the City Property to the District as set forth in section 2 of this Agreement will result in a net financial benefit to the District of \$126,000.00 (*i.e.*, the City Property Value less the District Lease Value equals \$126,000.00) (the "Property Value Gap"). Therefore, to equalize the transaction and to ensure the City receives the full value of the City Property, the Parties agree that the City shall have access and a non-exclusive license to use to certain District-owned gymnasiums to the extent necessary in order to fully compensate the City for the Property Value Gap. The Parties agree to and shall memorialize in a written memorandum of understanding (the "Use MOU") a use schedule that complies with this Agreement. Upon approval by both Parties, the Use MOU shall constitute an acknowledgement that the use schedule contained therein is sufficient to fully compensate the City for the Property Value Gap.

4. Indemnification.

(a) Indemnification by City. The City hereby agrees to, and does hereby, indemnify and hold the District and its elected officials, officers, employees, agents, representatives, successors and assigns harmless from any liability or responsibility whatsoever for any damage or injury of any kind whatsoever to any person or property by reason of City's use of a Gym Site, or from the negligent acts or omissions or willful misconduct of the City or its officers, employees, representatives, agents, customers or invitees.

(b) Indemnification by District. The District hereby agrees to, and does hereby, indemnify and hold the City its elected officials, officers, employees, agents, representatives, successors and assigns harmless from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, attorneys' fees, costs, and expenses which result from the District's breach of this Agreement

5. Mutual Waiver of Additional Relocation Assistance. The determination that the District Lease is of equivalent value to the City Property (together with the other consideration provided herein) and the decision to exchange title in the District Lease for title in the City Property have been based upon negotiations at arm's length and include consideration for any and all amounts required to be paid for relocation assistance pursuant to the Relocation Assistance Act (Government Code Section 7260, et seq.) and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601, et seq.), and any other applicable federal, state or local enactment, regulation or practice. The Parties have been fully advised by their respective counsel and each Party hereby forever waives and disclaims any claim for relocation benefits or assistance or any compensation based upon loss of goodwill, severance damages, improvements pertaining to the realty, attorneys' fees, interest, court costs, or otherwise, and waives any right to receive an offer based on an appraisal, and agrees that the transaction described in this Agreement shall be the sole payment and compensation to the City for the conveyance of the City' interest in the City Property and to the District for the District's voluntary termination of the District Lease.

6. Representations and Warranties.

(a) City's Representations and Warranties. As a material inducement to District to enter into this Agreement, the City represents and warrants the following:

(i) The City is a California municipal corporation and charter city, validly existing and in good standing under the laws of the State of California; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the City of City's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.

(ii) All actions required to be taken by or on behalf of the City to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of the City enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(iii) The persons executing this Agreement on behalf of the City have full power and authority to bind the City to the terms hereof.

(b) District's Representations and Warranties. As a material inducement to City to enter into this Agreement, the District represents and warrants the following:

(i) The District is a school district, validly existing and in good standing under the laws of the State of California; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the District of District's obligations hereunder will not

violate or constitute a default under the terms and provisions of any agreement, law or court order to which the District is a party or by which the District is bound.

(ii) All actions required to be taken by or on behalf of the District to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of the District enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(iii) The persons executing this Agreement on behalf of the District have full power and authority to bind the District to the terms hereof.

7. Transfers and Assignments. Neither Party shall sell, convey, assign, transfer, hypothecate, pledge, or otherwise dispose of (or agree to do any of the foregoing) all or any part of its interest, if any, in this Agreement, or any contractual rights or obligations related hereto, without the prior written consent of the other Party.

8. Miscellaneous.

(a) Waiver. The waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by either Party, unless such waiver is in writing signed by the Party against whom such waiver is asserted.

(b) Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between the Parties, oral or written, relating to the subject matter of this Agreement. Neither Party has made any representations or promises not expressly contained herein. No subsequent alterations, amendment, change or addition to this Agreement shall be binding upon a Party unless reduced to writing and signed by them.

(c) Notices. Notices, statements and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand (including pre-paid courier) or sent by a reputable overnight delivery service such as Federal Express and addressed as follows:

To City: City of Lancaster
44933 North Fern Avenue
Lancaster, California 93534
Attention: City Manager

To District: Lancaster School District
44711 North Cedar Avenue
Lancaster, California 923534
Attention: Michele Bowers

or at such other address as from time to time designated by the party receiving the notice in accordance with this section 8(c). The date of service of such notices shall be the date such notices are delivered to the party to whom the notice is given.

(d) Successors and Assigns. All of the rights, benefits, duties, liabilities and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

(e) Applicable Law. This Agreement and all provisions thereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of California. Venue for any action arising out of this Agreement shall be Los Angeles County.

(f) Cumulative Rights. The rights and remedies conferred upon both the City and District in this Agreement and by law are cumulative.

(g) Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

(h) Further Assurances. The City and District each agree to execute and deliver from time to time, promptly following any reasonable request therefore by the other party, any and all instruments, agreements and documents, and promptly shall take such other actions as may be necessary or appropriate in the reasonable determination of the other party, to carry out the transaction described in this Agreement.

(i) Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the City and District have signed this Agreement as of the date first written above.

CITY:

CITY OF LANCASTER, a California municipal corporation and charter city

By: _____
Name: _____
Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DISTRIC:

LANCASTER SCHOOL DISTRICT,
a public body, corporate and politic

By: _____
Name: _____
Its: _____

EXHIBIT "A"

CITY PROPERTY LEGAL DESCRIPTION

LOT(S) 19 AND 20 IN BLOCK 10 OF THE TOWN OF LANCASTER, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGE(S) 470 AND 471 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NO: 3134-015-915/916/917

EXHIBIT "B"

CITY DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Assessor's Parcel Nos: 3134-015-915/916/917

**This document is exempt from the payment of
a recording fee pursuant to Government Code
Section 6103.**

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, the **CITY OF LANCASTER**, a California municipal corporation and charter city, as grantee, hereby grants to the **LANCASTER SCHOOL DISTRICT**, a public body, corporate and politic, as grantee, the real property described in Attachment No. 1 attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record.

Dated: _____

CITY OF LANCASTER, a California municipal
corporation and charter city

By: _____

Its: _____

ATTACHMENT NO. 1 TO GRANT DEED

LEGAL DESCRIPTION

LOT(S) 19 AND 20 IN BLOCK 10 OF THE TOWN OF LANCASTER, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGE(S) 470 AND 471 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**CERTIFICATE OF ACCEPTANCE
OF GRANT DEED**

This is to certify that the interest in real property conveyed by grant deed dated _____ 2014 from, the City of Lancaster to the Lancaster School District, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Governing Board of the Lancaster School District pursuant to authority conferred by [resolution] / [action] of the Governing Board of the Lancaster School District [adopted] / [taken] on _____ and the grantee consents to recordation of the Grant Deed and this Certificate of Acceptance by its duly authorized officer.

Dated: _____, 2014

LANCASTER SCHOOL DISTRICT

By _____

Name:

Title:

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above