



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AV-0**

September 7, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT TO TRANSFER REAL PROPERTY AND
EASEMENT RIGHTS (PARCELS 74EX AND 43RE), AND
TRANSFER OF SURPLUS PROPERTY AND GRANT OF
EASEMENT (PARCELS 43RE, 40RE, AND 32RE, ET AL.),
AT GENERAL WM. J. FOX AIRFIELD, CITY OF LANCASTER
SUPERVISORIAL DISTRICT 5
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find this transaction categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve the enclosed Agreement to Transfer Real Property and Easement Rights (Agreement) between the County of Los Angeles and the City of Lancaster (City) that outlines the terms and obligations for the transfer of a portion of County real property, known as General Wm. J. Fox Airfield, the grant of public road and drainage easements, and construction of a detention basin and an outflow system of open channels and storm drains at General Wm. J. Fox Airfield in the City of Lancaster.

3. Declare the County's fee interest in General Wm. J. Fox Airfield Parcel 74EX (96.86 acres) located on the southwest corner of Avenue F and 60th Street West in the City of Lancaster to be no longer required for the purpose of the County.
4. Authorize the no-fee transfer of Parcel 74EX to the City subject to the terms and conditions of the Agreement.
5. Authorize the grant of a no-fee drainage easement to the City in General Wm. J. Fox Airfield; Parcels 43DE, 40DE, 32DE (20.31 acres); and public road and highway easements in Parcels 43RE, 40RE, and 32RE (2.45 acres), subject to the terms and conditions of the Agreement, along 60th Street West and Avenue G in the City of Lancaster.
6. Instruct the Mayor to sign the enclosed Agreement, Quitclaim Deed, and Easement and authorize delivery to the City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action will allow the County to transfer fee title in General Wm. J. Fox Airfield, Parcel 74EX and grant easements in Parcels 43DE, 40DE, 32DE, 43RE, 40RE, and 32RE to the City, subject to the terms and conditions of the Agreement.

The County acquired the fee title as part of the land needed to protect the airport from potential non-airport-compatible uses. The subject parcel, containing approximately 97 acres, lies outside the airport's Runway Protection Zone. The City intends to construct a 13-foot deep, 145-acre detention basin that will encompass the entire subject parcel, plus additional parcels to be acquired by the City. The proposed basin is designed to capture flows from a capital storm and to reduce the adverse Zone B flood hazard within the western one-third of the airport and other properties down stream. The detention basin would allow aviation-related development of approximately 110+ acres of land on the airport that is currently restricted due to the potential flood hazard. The detention basin is a land use compatible with airport operations and, therefore, Parcel 74EX is no longer needed for County purposes.

The drainage and road easements will allow construction of an outflow system of open channels and storm drains for the detention basin to carry the storm flow to the Caltrans Retention Basin, located east of Highway 14. The City will construct the channels and storm drains on the airport perimeter along 60th Street West and Avenue G and will construct related road improvements. In addition, the City will be required to replace approximately 8,000 feet of substandard 5-foot airport perimeter security fencing along the easement with the Federal Aviation Administration's current standard 7-foot, plus 3 strands of barbed-wire fencing.

The Agreement requires the City to construct the drainage improvements by December 31, 2014, or all rights to the property included will revert to the County.

Implementation of Strategic Plan Goals

This action is consistent with the Strategic Plan Goal of Fiscal Responsibility. The transfer will eliminate the need to maintain the property and reduce the County's expenses and liability. In addition, the City will replace substandard airport security fencing and construct a detention basin that will allow development of 110+ acres of airport land, thereby, increasing revenue to the Aviation Enterprise Fund.

FISCAL IMPACT/FINANCING

In 2002, an appraisal of the parcel to be transferred to the City, along with the easement parcels that will be included in this transaction, was made, at an estimated total value of approximately \$1.3 million. The City Engineer estimates the project cost for construction of the detention basin on the parcel to be transferred and the channel, storm drains, and road improvements along the easement will be approximately \$15.8 million, including approximately \$500,000 of airport security fencing enhancements.

The transfer of this property to the City, at no charge, is justified by the benefit that will accrue to the County from the project. When completed, it will enable the future development of 110+ acres of airport property that is currently restricted due to the potential flood hazard, and it will replace 8,000 feet of security fencing.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This transaction is authorized by and in compliance with California Government Code Section 25365. Section 25365 requires that a notification of the intended property transfer be published pursuant to California Government Code Section 6061.

The Quitclaim Deed reserves an overflight easement to the County and does not transfer rights to any oil, gas, petroleum, or other hydrocarbon and minerals.

The Agreement outlines the terms and conditions of the transfer of real property and easement rights, including the construction of the detention basin and outflow system consisting of open channels and storm drains. If the City does not complete construction of the required flood control improvements by December 31, 2014, the fee title and easements shall revert to the County.

The enclosed Agreement to Transfer Real Property and Easement Rights, Quitclaim Deed, and Easement have been approved by County Counsel and will be recorded.

ENVIRONMENTAL DOCUMENTATION

This transaction is categorically exempt from CEQA as specified in Section 15312 of the State CEQA Statutes and Guidelines and as specified in Class 12 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board. In addition, the Transfer Agreement requires the City to comply with CEQA and obtain any other permits and approvals as required by law prior to use of the property for any purposes.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services.

The Honorable Board of Supervisors
September 7, 2006
Page 5

CONCLUSION

This transaction is for the mutual benefit of the County and the City of Lancaster.

Enclosed are an original and two copies of the Agreement to Transfer Real Property and Easement Rights, Quitclaim Deed, and Easement. Please have the original and all copies signed by the Mayor and acknowledged by the Executive Officer of the Board.

Please return the executed original and one conformed copy to the Aviation Division.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

TAG:hz

P:\AVPUB\ADMIN\AVIATION DIV\BOARD LETTERS\TRANSFER OF PROPERTY AND EASEMENT_CITY OF LANCASTER

Enc. (3)

cc: Auditor-Controller (Accounting Division, Asset Management Section)
Chief Administrative Office
County Counsel

ORIGINAL

RECORDING REQUESTED BY
AND MAIL TO:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
P.O. Box 1460
Alhambra, CA 91802-1460
Attention: Mapping & Property Mgmt. Div.
Title & Escrow Section

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

General William J. Fox Airfield (1)
74EX and 43RE
Assessor's Identification Numbers:
3268-009-900 and 3269-002-901 (Portions)

AGREEMENT TO TRANSFER REAL PROPERTY AND EASEMENT RIGHTS

This Agreement to Transfer Real Property and Easement Rights (Agreement) is made and entered into this ____ day of _____, by and between the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as COUNTY, and the CITY OF LANCASTER, a municipal corporation, hereinafter referred to as CITY.

RECITALS

WHEREAS, COUNTY is the owner of that certain real property, consisting of approximately 96.86 acres, located on the southwest corner of Avenue F and 60th Street West, in the City of Lancaster, State of California, as more particularly described on Exhibit A, attached hereto and made a part hereof, hereinafter referred to as the Property; and

WHEREAS, the Property was acquired for the purpose of preserving a safe runway approach and departure area (as part of the land for the General William J. Fox Airfield), and the Property is no longer exclusively needed for COUNTY's purposes; and

WHEREAS, CITY is interested in obtaining ownership of the Property to facilitate CITY's construction of a detention/retention basin and an outflow system of open channels and storm drains to carry the flow to the Caltrans Retention Basin (Lake Lancaster); and

WHEREAS, CITY also desires to acquire an easement for public road and highway purposes and drainage purposes over a portion of the COUNTY's property located on the northwest corner of Avenue G and 60th Street West, in the City of Lancaster, State of California, for the improvements to Avenue G and 60th Street West; and

WHEREAS, the Property may be transferred from COUNTY to CITY pursuant to Section 25365 of the Government Code.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained and other good and valuable consideration to be satisfied, the parties hereby agree as follows:

I. COUNTY AGREES:

1. To transfer the Property to the CITY by quitclaim deed in substantially the same form of which is attached hereto as Exhibit B (Quitclaim Deed), in exchange for the CITY obligating itself to construct or cause to be constructed the drainage facility referred to in Section II.1 below, hereinafter called the Improvements.
2. To grant the CITY an easement for drainage and public road and highway purposes along the east side of 60th Street West and the north side of Avenue G, in the City of Lancaster, more particularly described in the document attached herein as Exhibit C (Easement).
3. To record after execution, this Agreement, the Quitclaim Deed, and Easement.

II. CITY AGREES:

1. As consideration for acquiring Property and Easement, CITY will complete construction of the following Improvements by December 31, 2014.
 - A 96± acre detention/retention basin which will be enlarged to 145± acre detention/retention basin with a holding capacity of 1,330 acre feet, and built based on the Fairmont Drainage Study prepared by the City of Lancaster dated July 27, 2000, as shown in Exhibit D, upon completion of the acquisition of Additional Property as provided in Section II.4 below,
 - An outflow system of channels and storm drains including a section of covered storm drains along 60th Street West and Avenue G which will be covered 250 feet on either side of the extended runway center line,
 - Six-foot chain link fencing extending along 60th Street West and Avenue G between the edge of street right of way and the outlet system of channels and storm drains.
2. Use of the Property for any purposes including removing any soil, must not commence until the City has complied with the California Environmental Quality Act and obtained other Permits and approvals as required by law.

3. To submit plans of Improvements to COUNTY for review prior to construction. Improvements shall include the construction of a detention/retention basin that shall be designed to handle flows from a capital storm and to reduce the adverse Zone B flood hazard within Fox Airfield.
4. To use its best efforts to acquire additional property totaling approximately 50 acres, hereinafter referred to as Additional Property, adjacent to the Property in order to expand the detention/retention basin to 145+/- acres.
5. To use the Property, Easement areas, and the Additional Property for the Improvements. CITY will acquire any additional right of way necessary for the construction of Improvements at its sole cost and expense.
6. To be solely responsible for the maintenance and upkeep of the Improvements on the Property and Easement areas.
7. To formally accept the executed Quitclaim Deed and Easement and return the same to COUNTY for recording within ten (10) business days of receipt of the Quitclaim Deed and Easement executed by the COUNTY.
8. To not sell, lease, convey, license, permit, or transfer in any form or manner, any or all of the Property, or any of its rights herein, to any person or entity; provided nothing herein shall prevent the CITY from selling or allowing the removal of soil from the Property.
9. In the event the CITY fails to complete construction of the Improvements on the Property and Easement areas as provided herein, the fee title to the Property and easement rights shall revert to COUNTY and CITY shall quitclaim its rights, title, and interests to COUNTY within thirty (30) days of receipt of written notice by COUNTY to CITY.

Upon reversion of any interest fee title to the COUNTY, CITY shall remove all of its Improvements and surrender possession substantially in its original condition to the COUNTY's satisfaction and at CITY's sole cost and expense.

Should CITY fail to perform the restoration of the Property and Easement areas as specified herein, COUNTY may perform said actions as needed. CITY shall be charged for all such costs, together with interest on the total amount of costs incurred as of the date of demand by the COUNTY, at a rate of ten (10%) percent per annum, but not to exceed the then existing legal limit in California as of the date of demand by the COUNTY.

10. By accepting the Quitclaim Deed and Easement which will accompany this Agreement, CITY agrees and promises to defend, indemnify and hold harmless COUNTY from and against allegations, and lawsuits of any kind

whatsoever arising out of or connected with CITY's use and/or ownership of the Property and the constructed Improvements described herein.

III. BOTH PARTIES MUTUALLY AGREE AS FOLLOWS:

1. This Agreement is intended to be binding upon both parties and their respective successors and assigns and, therefore, shall survive the transfer of the Property and Easement to the CITY.
2. Should either COUNTY or CITY or any of their successors and/or assigns fail to fulfill any of their obligations, the injured party shall have the right to seek injunctive relief and the obligations, and the defaulting party shall be responsible for all legal and court costs incurred by the injured party.
3. The Property is conveyed in an "as is" condition. COUNTY does not represent or warrant the condition of the Property as appropriate for any particular purpose, nor, without limitation, does it warrant the title to said Property, and does not warrant in any manner whatsoever this conveyance. CITY is deemed to have performed any and all necessary investigations relating to said Property without relying on any representations by the COUNTY in accepting this conveyance.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by each party's duly authorized representative.

"CITY"

CITY OF LANCASTER
a municipal corporation

Attest:

By: Frank C Roberts
Mayor

Geis K. Buzan
City Clerk

"COUNTY"

COUNTY OF LOS ANGELES
a body corporate and politic

ATTEST:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By: _____
Mayor, Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

Approved as to Form:

By: WFM
Deputy

David R. McLean
City Attorney

WDS:in
P2:WDS AGR-FOXAirfield

ACKNOWLEDGMENT FORM

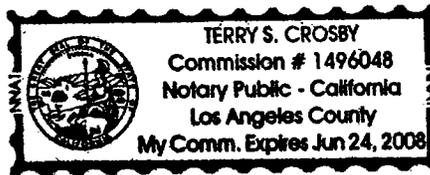
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 27, 2005, before me, Terry S. Crosby
the undersigned, personally appeared Frank C. Roberts Mayor
(insert name and title)

personally known to me (or 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.

WITNESS my hand and official seal

Terry S. Crosby
Signature



Terry S. Crosby
(Name, typed or printed)

(Seal)

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, CONNY B. MCCORMACK, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared _____

_____ personally known to me (or 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.

WITNESS my hand and official seal.

CONNY B. MCCORMACK, Registrar-Recorder/
County Clerk of the County of Los Angeles

By _____
Deputy County Clerk

(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Mayor of the Board on all papers, documents, or instruments requiring the Mayor's signature.

The undersigned hereby certifies that on this _____ day of _____, 20____, the facsimile signature of _____, Mayor of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Mayor of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

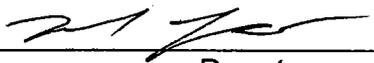
SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(COUNTY-SEAL)

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

File with: GENERAL WILLIAM J. FOX AIRFIELD 74EX
A.P.N. 3268-009-900
T.G. 3924 (E-6)
I.M. 369-157
S.D. 5

DESCRIPTION

PARCEL 74EX (For retention/detention basin purposes):

Part A:

The northeast quarter of the northeast quarter of Section 34, Township 8 North, Range 13 West, S.B.M. and the east half of the northwest quarter of the northeast quarter of said Section 34.

Except the east 30 feet and north 50 feet of said Section 34.

Part B:

The southwest quarter of the northwest quarter of the northeast quarter of said Section 34.

Part C:

The southwest quarter of the northeast quarter of said Section 34.

Except the east half of the east half of said southwest quarter of the northeast quarter of said Section 34.

Parts A, B, and C
Containing: ± 96.86 acres.

DF:in
P5:ldFOX ARFLD.doc

EXHIBIT A

ORIGINAL

RECORDING REQUESTED BY
AND MAIL TO:

City of Lancaster
44933 North Fern Avenue
Lancaster, CA 93534
Attention Steve Dassler

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT
TO SECTION 27383 OF THE GOVERNMENT CODE

Assessor's Identification Number:
3268-009-900

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as COUNTY), does hereby remise, release, and forever quitclaim to the CITY OF LANCASTER, a municipal corporation (hereinafter referred to as CITY), all its right, title, and interest in and to the real property in the City of Lancaster, County of Los Angeles, State of California, described in Exhibit C-1 attached hereto and by this reference made a part hereof.

CITY acknowledges the use and development of said parcel is for flood control facilities and appurtenances, and the maintenance and upkeep of any and all improvements thereon shall be the sole and full responsibility of the CITY.

In the event the CITY fails to develop by December 31, 2014, or thereafter ceases to use and/or maintain the parcel for flood control facilities and appurtenances, the fee title in said parcel shall revert to the COUNTY upon receipt of thirty (30) days written notice by said COUNTY to said CITY.

EXCEPTING AND RESERVING all oil, gas, petroleum, and other hydrocarbons and minerals, but without the right of entry to the surface of said land.

ALSO RESERVING to the COUNTY and the general public a perpetual and overflight easement and other rights as follows:

1. To make flights, and to emit noises inherent thereto, in airspace over the Property in connection with arrivals, departures, and other general operations of General William J. Fox Airfield.
2. To regulate or prohibit the release into the airspace of any substances including but not limited to, steam, dust and smoke, which may impair the visibility or otherwise interfere with the operations of the aircraft and/or the airport.

File with: GENERAL WILLIAM J. FOX AIRFIELD (1) 74EX
I.M. 369-157
S.D. 5

G6634212

3. To prohibit light emission, either directly or indirectly (reflective), which may interfere with pilot vision.
4. To prohibit electrical emissions which may interfere with aircraft communications systems or navigational equipment.
5. To limit in accordance with the requirements of Title 14, Chapter 1, Part 77 of the Code of Federal Regulations, the height of any trees, buildings, structures, and improvements of any kind whatsoever which may now or hereafter be constructed or placed upon the property, including the right to remove or demolish in accordance with the requirements of Title 14, Chapter 1, Part 77 of Code of Federal Regulations, those portions of such trees, buildings, structures, and improvements which extend into the airspace of subject property at a level, in COUNTY's sole judgment, to be in violation of Title 14, Chapter 1, Part 77 of the Code of Federal Regulations; also the right to cut to the ground level and remove any trees which extend into the airspace at level prohibited by Title 14, Chapter 1, Part 77 of the Code of Federal Regulations, and under such event, CITY shall be responsible for reimbursing COUNTY for expenses it incurs plus maximum interest allowed by law accruing from the date COUNTY incurs the expenses.

THIS QUITCLAIM DEED IS PURSUANT to the Agreement To Transfer Real Property and Easement Rights dated _____, between the County of Los Angeles and the City of Lancaster recorded on _____.

The provisions and agreements contained in this instrument shall be binding upon CITY and its successors and assigns.

Dated _____

COUNTY OF LOS ANGELES,
a body corporate and politic

By _____
Mayor, Board of Supervisors of the
County of Los Angeles

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

(COUNTY SEAL)

ATTEST:
SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By  _____
Deputy

KDR:in:P:Conf:qcdFOX ARFLD74EX.doc

By _____
Deputy

NOTE: Acknowledgement form on the reverse side

File with: GENERAL WILLIAM J. FOX AIR FIELD 74EX
A.P.N. 3268-009-900
T.G. 3924 (E-6)
I.M. 369-157
FIFTH DISTRICT

DESCRIPTION

Parcel 74EX (For retention/detention basin purposes):

Part A

The northeast quarter of the northeast quarter of Section 34, Township 8 North, Range 13 West, S.B.M. and the east half of the northwest quarter of the northeast quarter of said Section 34.

Except the east 30 feet and north 50 feet of said Section 34.

Part B

The southwest quarter of the northwest quarter of the northeast quarter of said Section 34.

Part C

The southwest quarter of the northeast quarter of said Section 34.

Except the east half of the east half of said southwest quarter of the northeast quarter of said Section 34.

Parts A, B & C
Containing: ± 96.86 acres.

EXHIBIT C-1
page 1 of 1



APPROVED AS TO DESCRIPTION
Feb. 14th, 20 05
COUNTY OF LOS ANGELES
BY D. W. Farrell
LAND SURVEYOR
Mapping & Property Management Division

ORIGINAL

RECORDING REQUESTED BY
AND MAIL TO:

City of Lancaster
44933 North Fern Avenue
Lancaster, CA 93534
Attention Steve Dassler

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT
TO SECTION 27383 OF THE GOVERNMENT CODE

Space above this line reserved for Recorder's use

Assessor's Identification Number:
3269-002-901 (Portions)

E A S E M E N T

For a valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as COUNTY), does hereby grant to the CITY OF LANCASTER, a municipal corporation, its successors and assigns (hereinafter referred to as CITY), an easement for public road and highway purposes, and subject to the reservations, in, on, over, and across all that real property in the City Lancaster, County of Los Angeles, State of California, described as Parcels 43RE, 40RE, and 32RE in Exhibit D-1 attached hereto and by this reference made a part hereof.

Together with an easement for drainage purposes in, on, over, and across all that real property in the City of Lancaster, County of Los Angeles, State of California, described as Parcels 43DE, 40DE, and 32DE in Exhibit D-1 attached hereto and by this reference made a part hereof.

In the event the CITY fails to develop by December 31, 2014, or ceases to use and/or maintain the easement for storm drain and roadway purposes and appurtenances, the easement shall revert to the COUNTY upon receipt of thirty (30) days written notice by COUNTY to CITY,

Subject to all matters of record and to the following reservation and conditions which CITY, by the acceptance of this Easement document and/or the exercise of any of the rights granted herein, agrees to keep and perform, viz:

1. COUNTY reserves the paramount right to use said land for airport uses and flood control facilities and appurtenances.
2. CITY agrees that it will not perform or arrange for the performance of any construction or reconstruction work in, on, over, and across the parcels until the plans and specifications for such construction or reconstruction work shall have first been submitted to and reviewed and approved by the Director of the Department of Public Works of the County of Los Angeles.

File with: **GENERAL WILLIAM J. FOX AIRFIELD (1) 43RE**
Includes Parcels 32RE, 32DE, and 43DE
I.M. 369-157
S.D. 5

G6634212

3. CITY acknowledges its ownership of any and all improvements made on the parcels described in Exhibit D-1.
4. It is expressly understood that COUNTY will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement document.
5. CITY agrees that it will indemnify and save harmless COUNTY, its officers, agents, and employees from any and all liability, loss, or damage to which COUNTY, its agents, or employees may be subjected as a result of any act or omission by CITY, its officers, agents, or employees arising out of the exercise by CITY, its officers, agents, or employees of any rights granted by this instrument.
6. The provisions and agreements contained in this Easement document shall be binding upon CITY, its successors, or assigns.

To the extent any lawful assessment be levied pertaining to the area to which this easement applies and to the extent that the assessment is based on structures and improvements being constructed under the authority of this easement and provided further that the assessment be levied following CITY's exercise of these easement rights to construct such structures and improvements, CITY agrees to pay on behalf of COUNTY that part of any such assessment levied against COUNTY, which is based on the value contributed to that area by CITY's said improvements.

THIS EASEMENT IS PURSUANT to the Agreement to Transfer Real Property and Easement Rights dated _____ between the County of Los Angeles and the City of Lancaster recorded on _____.

The provisions and agreements contained in this instrument shall be binding upon CITY and its successors and assigns.

Dated _____

COUNTY OF LOS ANGELES,
A body corporate and politic

By _____
Mayor, Board of Supervisors of the
County of Los Angeles

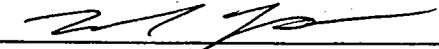
(COUNTY SEAL)

ATTEST:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

By _____
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Mayor of the Board on all papers, documents, or instruments requiring the Mayor's signature.

The undersigned hereby certifies that on this _____ day of _____, 20____, the facsimile signature of _____, Mayor of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Mayor of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(COUNTY-SEAL)

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy

APPROVED as to title and execution,
_____, 20____.
DEPARTMENT OF PUBLIC WORKS
Mapping & Property Management Division

Supervising Title Examiner

By _____

P:\CONF\LOCOFAX2.DOC RVSE 41806

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant is hereby accepted under the authority conferred by Resolution No. _____, of the City Council of the City of Lancaster adopted _____, 200____, and the Grantee consents to the recordation thereof by its duly authorized officer.

By _____

Dated _____

File with: GENERAL WILLIAM J. FOX AIR FIELD 40RE
Includes Parcels No. 41RE, 42RE, & 70RE
A.P.N. 3269-002-900
T.G. 3924 (F7)
I.M. 369-157
FIFTH DISTRICT

DESCRIPTION

Parcel 40RE (Easement for road purposes):

The easterly 20 feet of the westerly 50 feet of the Southwest quarter of Section 35,
Township 8 North, Range 13 West, San Bernardino Meridian.

Containing 0.30 ± acres.



APPROVED AS TO DESCRIPTION
Feb. 14th, 20 05
COUNTY OF LOS ANGELES
BY David W. Farrell
LAND SURVEYOR
Mapping & Property Management Division

File with: GENERAL WILLIAM J. FOX AIR FIELD 43RE
Includes Parcels No. 44RE, 45RE, 49RE, 54RE,
56RE, 57RE, 61RE, 62RE, 63RE & 64RE
A.P.N. 3269-002-901
T.G. 4014 (F1 & G1)
I.M. 369-157
FIFTH DISTRICT

DESCRIPTION

Parcel 43RE (Easement for road purposes):

Commencing at the southeast corner of Section 35, Township 8 North, Range 13 West, S.B.M.; thence North 00° 00' 11" West 86.91 feet along the west line of Section 36, said township and range, as shown on map filed in Book 164, page 94, of Record of Surveys, in the office of the Recorder of the County of Los Angeles; thence South 89° 59' 49" West 39.88 feet to the true point of beginning; thence South 46° 42' 29" West 31.42 feet; thence along a line parallel with the south line of said Section 35, South 89° 52' 54" West 297.35 feet to the beginning of a curve concave to the south, having a radius of 2830.11 feet; thence westerly along said curve through a central angle of 3° 03' 18" an arc length of 150.90 feet to the beginning of a reverse curve concave to the north having a radius of 2799.11 feet; thence westerly along said curve through a central angle of 3° 03' 18" an arc length of 149.25 feet; thence along a line parallel with the south line of said Section 35, South 89° 52' 54" West 3994.00 feet to the beginning of a curve concave to the north having a radius of 1240.84 feet; thence westerly along said curve through a central angle of 6° 51' 44" an arc length of 148.61 feet to the beginning of a reverse curve concave to the south having a radius of 1271.84 feet; thence westerly along said curve through a central angle of 6° 51' 44" an arc length of 152.33 feet; thence along a line parallel with the south line of said Section 35, South 89° 52' 54" West 274.39 feet; thence North 53° 59' 20" West 33.43 feet; thence along a line parallel with the west line of said Section 35, North 00° 19' 34" East 264.34 feet to the beginning of a curve concave to the west having a radius of 2822.50; feet, thence northerly along said curve through a central angle of 3° 03' 19" an arc length of 150.51 feet to the beginning of a reverse curve concave to the east having a radius of 2806.50 feet; thence northerly along said curve through a central angle of 3° 03' 19" an arc length of 149.66 feet; thence northerly along a line parallel with the west line of said Section 35, North 00° 19' 34" East 1.62 feet to the south line of the northwest quarter of the southwest quarter of the southwest quarter of said Section 35; thence westerly along said south line, North 89° 40' 26" West 20.00 feet to a line parallel with and 30 feet easterly of the west line of said Section 35; thence South 00° 19' 34" West along said west line, 592.77 feet; thence North 89° 52' 54" East 20.00 feet; thence South 44° 53' 46" East 23.95 feet; thence along a line parallel with the south line of said Section 35, North 89° 52' 54" East 5207.23 feet; thence North 00° 07' 06" West 37.00 feet to the true point of beginning.

Containing: 1.54± acres.

APPROVED AS TO DESCRIPTION

Feb. 14th, 20 05

COUNTY OF LOS ANGELES

BY David W. Farrell

LAND SURVEYOR

Mapping & Property Management Division

EXHIBIT D-1

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File with: GENERAL WILLIAM J. FOX AIR FIELD 32RE
Includes Parcels No. 33RE, 35RE, & 36RE
A.P.N. 3269-002-901
T.G. 3924 (F7)
I.M. 369-157
FIFTH DISTRICT

DESCRIPTION

Parcel 32RE (Easement for road purposes):

The easterly 20 feet of the westerly 50 feet of the south half of the northwest quarter of Section 35, Township 8 North, Range 13 West, San Bernardino Meridian.

Containing 0.61+ acres.



APPROVED AS TO DESCRIPTION
Feb. 14th, 20 05
COUNTY OF LOS ANGELES
BY David W. Farrell
LAND SURVEYOR
Mapping & Property Management Division

File with: GENERAL WILLIAM J. FOX AIR FIELD 43DE
Includes Parcels No. 44DE, 45DE, 49DE, 54DE,
56DE, 57DE, 61DE, 62DE, 63DE, 64DE, & 72DE
A.P.N. 3268-009-900
T.G. 4014 (F2 & G1)
I.M. 369-157
FIFTH DISTRICT

DESCRIPTION

Parcel 43DE (Easement for drainage purposes):

Commencing at the southeast corner of Section 35, Township 8 North, Range 13 West, S.B.M.; thence North $00^{\circ} 00' 11''$ West 86.91 feet along the west line of Section 36, said township and range, as shown on map filed in Book 164, page 94, of Record of Surveys, in the office of the Recorder of the County of Los Angeles; thence South $89^{\circ} 59' 49''$ West 39.88 feet to the true point of beginning; thence South $46^{\circ} 42' 29''$ West 31.42 feet; thence along a line parallel with the south line of said Section 35, South $89^{\circ} 52' 54''$ West 297.35 feet to the beginning of a curve concave to the south, having a radius of 2830.11 feet; thence westerly along said curve through a central angle of $3^{\circ} 03' 18''$ an arc length of 150.90 feet to the beginning of a reverse curve concave to the north having a radius of 2799.11 feet; thence westerly along said curve through a central angle of $3^{\circ} 03' 18''$ an arc length of 149.25 feet; thence along a line parallel with the south line of said Section 35, South $89^{\circ} 52' 54''$ West 3994.00 feet to the beginning of a curve concave to the north having a radius of 1240.84 feet; thence westerly along said curve through a central angle of $6^{\circ} 51' 44''$ an arc length of 148.61 feet to the beginning of a reverse curve concave to the south having a radius of 1271.84 feet; thence westerly along said curve through a central angle of $6^{\circ} 51' 44''$ an arc length of 152.33 feet; thence along a line parallel with the south line of said Section 35, South $89^{\circ} 52' 54''$ West 274.39 feet; thence North $53^{\circ} 59' 20''$ West 33.43 feet; thence along a line parallel with the west line of said Section 35, North $00^{\circ} 19' 34''$ East 264.34 feet to the beginning of a curve concave to the west having a radius of 2822.50 feet; thence northerly along the said curve through a central angle of $3^{\circ} 03' 19''$ an arc length of 150.51 feet to the beginning of a reverse curve concave to the east having a radius of 2806.50 feet; thence northerly along said curve through a central angle of $3^{\circ} 03' 19''$ an arc length of 149.66 feet; thence northerly along a line parallel with the west line of said Section 35, North $00^{\circ} 19' 34''$ East 1.62 feet to the south line of the northwest quarter of the southwest quarter of the southwest quarter of said Section 35; thence easterly along said south line South $89^{\circ} 40' 26''$ East 88.00 feet to the beginning of a curve concave to the east having a radius of 2718.50 feet; thence southerly along said curve through a central angle of $3^{\circ} 03' 19''$ an arc length of 144.96 feet to the beginning of a

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reverse curve concave to the west having a radius of 2910.50 feet; thence southerly along said curve through a central angle of 3° 03' 19" an arc length of 155.20 feet; thence South 00° 19' 34" West 94.58 feet to the beginning of a curve concave to the northeast having a radius of 100.00 feet; thence southerly and easterly along said curve through a central angle of 90° 26' 40" an arc length of 157.86 feet; thence North 89° 52' 54" East 112.07 feet to the beginning of a curve concave to the south having a radius of 1359.87 feet; thence easterly along said curve through a central angle of 6° 51' 44" an arc length of 162.87 feet to the beginning of a reverse curve concave to the north having a radius of 1152.84 feet; thence easterly along said curve through a central angle of 6° 51' 44" an arc length of 138.07 feet; thence North 89° 52' 54" East 3994.00 feet to the beginning of a curve concave to the north having a radius of 2711.11 feet; thence easterly along said curve through a central angle of 3° 03' 18" an arc length of 144.56 feet to the beginning of a reverse curve concave to the south having a radius of 2918.11 feet; thence southerly along said curve through a central angle of 3° 03' 18" an arc length of 155.59 feet; thence North 89° 52' 54" East 118.02 feet to the beginning of a curve concave to the northwest having a radius of 100.00 feet; thence easterly and northerly along said curve through a central angle of 92° 52' 51" an arc length of 162.11 feet to the beginning of a curve concave to the southeast having a radius of 1344.00 feet; thence northerly and easterly along said curve through a central angle of 39° 06' 01" an arc length of 917.18 feet; thence South 53° 53' 56" East 88.00 feet to the northeasterly terminus of a non tangent curve concave to the southeast having a radius of 1256.00 feet, a radial of said curve to said terminus bears North 53° 53' 56" West; thence southerly and westerly along said curve through a central angle of 41° 11' 57" an arc length of 903.14 feet; thence South 5° 05' 53" East 130.55 feet to the true point of beginning.

Containing 13.64± acres.

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APPROVED AS TO DESCRIPTION

Feb. 14th, 20 05

COUNTY OF LOS ANGELES

BY David W. Farrell

LAND SURVEYOR

Mapping & Property Management Division

File with: GENERAL WILLIAM J. FOX AIR FIELD 40DE
Includes Parcels No. 41DE, 42DE & 70DE
A.P.N. 3268-009-900
T.G. 3924 (F-7)
I.M. 369-157
FIFTH DISTRICT

DESCRIPTION

Parcel 40DE (Easement for drainage purposes):

The easterly 88 feet of the westerly 138 feet of the southwest quarter of Section 35,
Township 8 North, Range 13 West, San Bernardino Meridian.

Containing 4.00± acres.



APPROVED AS TO DESCRIPTION
Feb 14th, 2005
COUNTY OF LOS ANGELES
BY David W. Farrell
LAND SURVEYOR
Mapping & Property Management Division

File with: GENERAL WILLIAM J. FOX AIR FIELD 32DE
Includes Parcels No. 33DE, 35DE & 36DE
A.P.N. 3269-002-901
T.G. 3924 (F-7)
I.M. 369-157
FIFTH DISTRICT

DESCRIPTION

Parcel 32DE (For drainage purposes):

The easterly 88 feet of the westerly 138 feet of the south half of the northwest quarter of Section 35, Township 8 North, Range 13 West, San Bernardino Meridian.

Containing 2.67± acres.

EXHIBIT D-1

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APPROVED AS TO DESCRIPTION

Feb 14th, 20 05

COUNTY OF LOS ANGELES

BY David W. Farrell

LAND SURVEYOR

Mapping & Property Management Division