WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 29, 2013

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

Dear Supervisors:

APPROVE AMENDMENT NO. 3 TO LEASE AGREEMENT NO. 58046
AND DONATION AGREEMENT NO. 58048
ACCEPT TRANSFER OF TITLE TO ACQUIRE REAL PROPERTY BY DONATION
DEPARTMENTS OF PUBLIC WORKS AND PUBLIC SOCIAL SERVICES
335-349 AVENUE K-6, LANCASTER
(FIFTH DISTRICT)
(3 VOTES)

SUBJECT

Approval of the recommended actions will authorize amending the lease agreement and donation agreement to allow the County to acquire by transfer of title, the entire leased premises consisting of approximately 7.1 acres of real property improved with two 51,000 square foot buildings located in the City of Lancaster by donation from the Lessor/Owner.

IT IS RECOMMENDED THAT THE BOARD:

1. Consider the Negative Declaration for which no comments were received during the public review process and find on the basis of the whole record before the Board that this project will not have a significant effect on the environment, find that the Negative Declaration reflects the independent judgment and analysis of the Board, and adopt the Negative Declaration.

2. Approve and instruct the Chairman to sign the lease amendment with Frank Visco (Lessor/Owner), that includes the buyout of the remaining two months of the lease term, authorizing a lump sum payment of $360,361 for rent obligations through the end of February 2014, terminating the lease agreement, and to amend the donation agreement to reflect the decrease in the term of transfer of the subject property by donation from the end of February 2014 to the last day of December 2013 or sooner. The lease costs for the Department of Public Social Services is 91

percent State and federal funding, 9 percent net County cost, and the lease costs for the Department of Public Works is 100 percent net County cost.

3. Order the acceptance of the transfer of title to acquire the real property consisting of an approximately 7.1 acre parcel of land and improved with two separate 51,000 square foot buildings with appurtenant parking, located at 335-349 East Avenue K-6, Lancaster, in accordance with Section 25353 of the Government Code.

4. Authorize the Chief Executive Officer or his duly authorized representative to take all further actions necessary and appropriate to complete the transaction, including opening and management of escrow, any administrative adjustments to the transfer documents, and execution of the requisite documentation for the completion of the transfer.

5. Request the Assessor to remove the subject property from the tax roll effective upon transfer of title.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Owner/Lessor (Visco) constructed two separate office buildings consisting of approximately 51,000 rentable square feet each together with adjacent surface parking on a 7.1 parcel of land located at Gingham Avenue and Avenue K-6 in the City Lancaster (Property) for lease to the County of Los Angeles (County). Visco and County entered into an agreement to lease both buildings in November 1987 (Lease Agreement No. 58046) that included a donation agreement granting all title and interest in the leased land and improvements to the County upon termination of the lease term.

Visco has approached the County with a proposal to terminate Lease Agreement No. 58046 early in order to take advantage of certain tax benefits by transferring title to the County before the end of 2013. In recognition of Visco's cooperation with the development of the Property and long standing relationship with the County, the parties have agreed to a lump sum buyout for the County's remaining rent obligation (until and including February 2014) in exchange for a rent credit adjustment to the County in the amount of $25,000. The parties have agreed to open escrow to consummate the transfer of title, deposit the County's lump sum rent obligation and property tax payment, order and review all necessary title documents, satisfy any and all secured debts and liens encumbering title to the donated property, and to fulfill the County's obligations associated with the donation including a plaque commemorating Visco's transfer of title to County.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Fiscal Sustainability (Goal 2) directs that we strengthen and enhance the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship. Approving the proposed action is consistent with that goal in that the termination of lease and subsequent donation of the Property will provide a valuable asset to County.

FISCAL IMPACT/FINANCING

The proposed lease amendment will provide a decrease in the term of the transfer of the Property from the last day of February 2014 to the last day or sooner of December 2013, and to lump sum pay into escrow approximately $360,361 for rental payments through February 2014, and approximately $99,529 in property tax payments for the first installment of the subject fiscal tax year as required in the lease.

This is a triple net lease whereby the County is responsible for all utilities, operating, and maintenance costs. The rent has been the same since the lease commenced. Sufficient funding for the proposed lease cost is included in the Fiscal Year (FY) 2013-14 Rent Expense budget and will be billed back to the Departments accordingly. The Department of Public Social Services (DPSS) has sufficient funding in its FY 2013-14 operating budget to cover the projected lease cost. State and federal subvention will be used to fund 91 percent of the rental costs, and the remaining 9 percent will be net County cost. The Department of Public Works (DPW) has sufficient funding in its FY 2013 -14 operating budget to cover their projected lease cost. The rental costs for DPW is 100 percent net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed lease amendment contains the following conditions:

- Decrease the term of the transfer of the land and improvements from the last day of February 2014 to the last day or sooner of December 2013.

- Lump sum pay into escrow approximately $360,361 in rental payments through February 2014, and approximately $99,529 in property tax payments for the first installment of the subject fiscal tax year.

In order to accept the donation of the property, County has authorized completion of a preliminary title report, which reveals no claims or encumbrances would significantly affect or impair the Property's title. Additionally, as required by Government Code Section 65402, the proposed acquisition was submitted to the City of Lancaster Planning Department. The Lancaster Planning Department has determined that the use is in compliance with its General Plan.

A Phase I Environmental Assessment was completed and concluded that there is no evidence of recognized environmental conditions to address or mitigate. CEO has satisfactorily completed its due diligence with respect to the acquisition of the property.

Acceptance of the Property is authorized by Section 25353 of the California Government Code, which allows the Board to receive real property by donation for use by the County or for County purposes.

County Counsel has reviewed the Amendment No. 3 to Lease No. 58046 (Attachment A), Donation Agreement No. 58048 (Attachment B), and Grant Deed (Attachment C) related to the proposed conveyance. County Counsel has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

CEO has made an initial study of environmental factors for the project in compliance with the California Environmental Quality Act (CEQA). The initial study showed that there is no evidence that the exercise of the option to purchase the Property will have a significant impact on the environment. Based on the initial study, a Negative Declaration has been prepared and a notice posted at the Property as required by CEQA Guidelines Section 15072. No comments were received during the public review period. Copies of the completed initial study, the resulting Negative Declaration, and the Notice of Preparation of Negative Declaration, as posted, are attached. A fee must be paid to the State of California Department of Fish and Game when certain notices required by CEQA are filed with the Registrar-Recorder/County Clerk; however, the County is exempt from paying this fee when

the Board finds that the project will have no impact on wildlife resources. This project is located on previously developed and urbanized land, and the Initial Study incorporated in the Negative Declaration concluded there will be no adverse effect on wildlife resources.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on or disruption of County services.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors return two original copies of the signed lease amendment and donation agreement, and the adopted, stamped copy of the Board letter to the Chief Executive Office, Real Estate Division, 222 South Hill Street, 4th Floor, Los Angeles, CA 90012, for further processing. Additionally, please forward one adopted, stamped copy of the Board letter to the Departments of Public Works and Public Social Services.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR:CMM
CEM:TJS:gw

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Public Social Services
Public Works

NEGATIVE DECLARATION

Department Name: Public Social Services, Public Works, Fire, Public Health, Sheriff, and Assessor

Project: Donation of Parcel and Premise to County

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. Description of Project

The donation, by Landlord, Frank Visco, of buildings and parcels, APN 3126 032 060, 3126 032 098 and 3126 032 099, used by the County of Los Angeles. Located at the site are two (2) approximately 51,000 square foot buildings and parking for 354 vehicles for use by the Department of Public Social Services, Public Works, Fire, Public Health, Sheriff, and Assessor for administrative functions and to service clients in the Antelope Valley area.

2. a. Location of Project (plot plan attached)
335-349 East Avenue K-6
Lancaster, CA 93535

b. Name of Project Proponent
County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

ORIGINAL FILED
SEP 24 2013
LOS ANGELES, COUNTY CLERK

3. Finding for Negative Declaration

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated September 19, 2013 which constitutes the Initial Study of this project.

4. Initial Study

An Initial Study leading to this Negative Declaration has been prepared by the Chief Executive Office and is attached hereto.

5. Mitigation Measures Included in Project
None required.

Date	Real Property Agent	Telephone
September 19, 2013	Thomas Shepos	(213) 974-4364

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

Acquisition of Parcel and Building

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to a purchase the 1.2 acre parcel and an existing improved building of approximately 12,100 square feet and parking for approximately 49 vehicles at 27971 Sloan Canyon Road, Castaic, California, which will continue to be used by the Library Department (Library). Library will be using the space as a community meeting room and library. The facility, located in the Fifth Supervisorial District approximately 36.4 miles from the Los Angeles Civic Center, includes 12,100 square feet of building on approximately a 1.2 acre parcel (see attached exhibit). The Library shall have use of 49 off-street parking spaces for staff in addition to available parking for visitors. There is no expansion plans beyond the scope of this project.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

None required.

INITIAL STUDY

I. Location and Description of Project

These proposed premises are located at 27971 Sloan Canyon Road, Castaic, located in the Fifth Supervisorial District approximately 36.4 miles west of the Los Angeles Civic Center and .02 miles west of the 5 freeway. See attached map)

The building to be acquired is owned by Castaic FCG Properties, LLC and was built as retail space, which included approximately 6,500 square feet of space used By the County of Los Angeles as a Public Library providing services to constituents in the Castaic area. Located at the site are 49 exclusive off-street parking spaces for Library Department and ample public parking is located within the on-site parking lot and surrounding area.

This project consists of acquiring this facility and the 1.2 acre parcel designated on the attached Exhibit on which will be located a community library and meeting room. It is anticipated that an average of 6 employees will be occupying the premises with the maximum employee occupancy anticipated to be 8 per day. In addition to the employees, it is anticipated that there will be 125 members of the public visiting the facility daily. No expansion of existing premises will occur for this project and no exterior alterations, except for interior tenant improvements and furnishings, will be performed for this project after acquisition of the property and building.

II. Compatibility with General Plan

This project site is currently designated as Regional Center Commercial in the City of Castaic and zoned LCRPD80005.5U. The proposed project would be consistent with these designations.

III. Environmental Setting

The project site is located in an area of a shopping center. The site includes approximately 40,000 square feet of developed retail property. The site is bordered by Sloan Canyon Road on the North and across from an off ramp to the 5 Freeway. Residential housing exists on the south and east sides of the property.

IV. Identification of Environmental Effects

A. The impact of the proposed project on existing land forms will be negligible as no reshaping of the soil nor excavation nor foundations, utility lines, sewer lines or water lines is anticipated.

B. The project will not conflict with adopted environmental plans and goals of the City of Castaic.

C. The project will not have a substantial demonstrable negative aesthetic effect on the site. The existing facility will be continued to be maintained as part of the lease arrangement.

D. No rare or endangered species of animal or plant or the habitat of the species will be affected by the project. Nor will it interfere substantially with the movement of any resident fish or wildlife species or migratory fish or wildlife species.

E. The project will not breach published national, state or local standards relating to solid waste or litter control.

F. Development will not substantially degrade water quality, contaminate water supply, substantially degrade or deplete ground water resources, or interfere substantially with ground water recharge.

G. There are no known archeological sites existing at the project site.

H. The proposed project will not induce substantial growth or concentration of population.

I. The project will not cause a substantial increase to existing traffic. Nor will it affect the carrying capacity of the present street system. This is a government use of private property for legal services purposes. The County's use is in conformance with uses approved by the City of Castaic.

J. The project will not displace any persons from the site.

K. The project will not substantially increase the ambient noise levels to adjoining areas. Noise generated by the proposed County use does not exceed that previously experienced in the area when occupied by private tenants.

L. The proposed developed project will not cause flooding, erosion or siltation.

M. The project will not expose people or structures to major geologic hazards.

N. The project will not expend a sewer trunk line. All necessary utilities are available currently to the facility.

O. No significant increased energy consumption is anticipated by the County's use of the premises as compared to previous uses.

P. The project will not disrupt or divide the physical arrangement of established community; nor will it conflict with established recreational, educational, religious or scientific uses of the area.

Q. No public health or safety hazard or potential public health or safety hazard will be created by this project.

R. The project will not violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

V. Discussions of Ways to Mitigate Significant Effects

The proposed project is not expected to create any significant effects on the environment. To mitigate any effects upon the surrounding community the following measures will be implemented:

A. None Required.

VI. Initial Study Preparation

This study was prepared by Thomas Shepos of the Los Angeles County Chief Executive Office, Real Estate Division. This study was completed on September 19, 2013.

NEGATIVE DECLARATION

Department Name: Library
Project: Community Library

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. Description of Project

The proposed project is for the County of Los Angeles to a purchase the 1.2 acre parcel and an existing improved building of approximately 12,100 square feet and parking for approximately 49 vehicles at 27971 Sloan Canyon Road, Castaic

2. a. Location of Project (plot plan attached)

27971 Sloan Canyon Road
Castaic, CA 91384

b. Name of Project Proponent

County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

3. Finding for Negative Declaration

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated November 14, 2007 which constitutes the Initial Study of this project.

4. Initial Study

An Initial Study leading to this Negative Declaration has been prepared by the Chief Executive Office and is attached hereto.

5. Mitigation Measures Included in Project

None required.

Date	Real Property Agent	Telephone
November 16, 2007	Thomas Shepos	(213) 974-4363

DATE POSTED – November 16, 2006

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

1. Name of Proponent - County of Los Angeles
   Chief Executive Office

2. Address/Phone No. - 222 South Hill Street, 3rd Floor
   Los Angeles, California 90012

Agent	Telephone
Thomas Shepos	(213) 974-4364

3. Date Information Form Submitted – November 14, 2007

4. Agency Requiring Information Form - Los Angeles County
   Chief Executive Office
   Real Estate Division

5. Address of Facility Involved – 27971 Sloan Canyon Road
   Castaic, CA 91384

6. Description of Project: The proposed project is for the County of Los Angeles to a purchase the 1.2 acre parcel and an existing improved building of approximately 12,100 square feet and parking for approximately 49 vehicles at 27971 Sloan Canyon Road, Castaic

7. Finding for Negative Declaration It has been determined that this project will not have a significant effect on the environment.

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the Real Property Agent indicated under 2 above and referring to the proposal by name or to the facility by address.

Si necesita informacion en espanol, por favor de comunicarse con Carlos Marquez, para asistencia en obtener una traduccion para el numero (213) 974-4163.

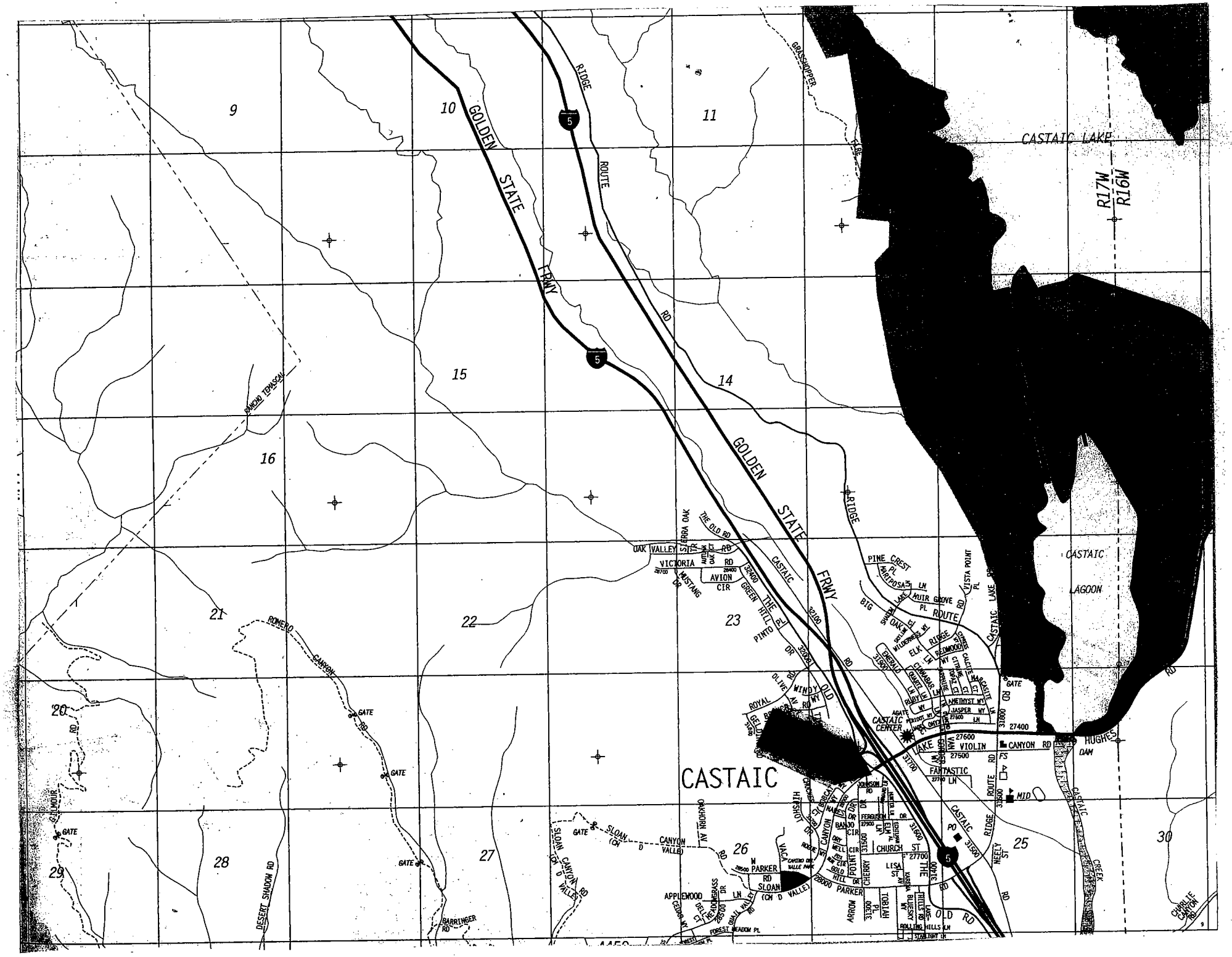
CASTAIC LAKE
CASTAIC LAGOON
R17W
R16W
GOLDEN STATE FRWY
ROUTE 5
RIDGE RD
GRASSHOPPER
CASTAIC
CASTAIC CENTER
CASTAIC LAKE DR
HUGHES DAM
CANYON RD
VIOLIN
FANTASTIC
OAK VALLEY
VICTORIA
AVION CIR
THE OLD RD
THE HILL PL
PINTO DR
WINDY
ROYAL
PINE CREST
MARIPOSA LN
MUIR GROVE PL
VISTA POINT PL
ELK
REDWOOD
CHURCH ST
LISA ST
CHERRY
POINT
PARKER
SLOAN
CANYON VALLEY
APPLEWOOD
ROMERO CANYON
RANCHO TEMASCAL
DESERT SHADOW RD
BARRINGER RD
SLOAN CANYON RD
SILMOUR
NEELY ST
CHARLIE CANYON RD
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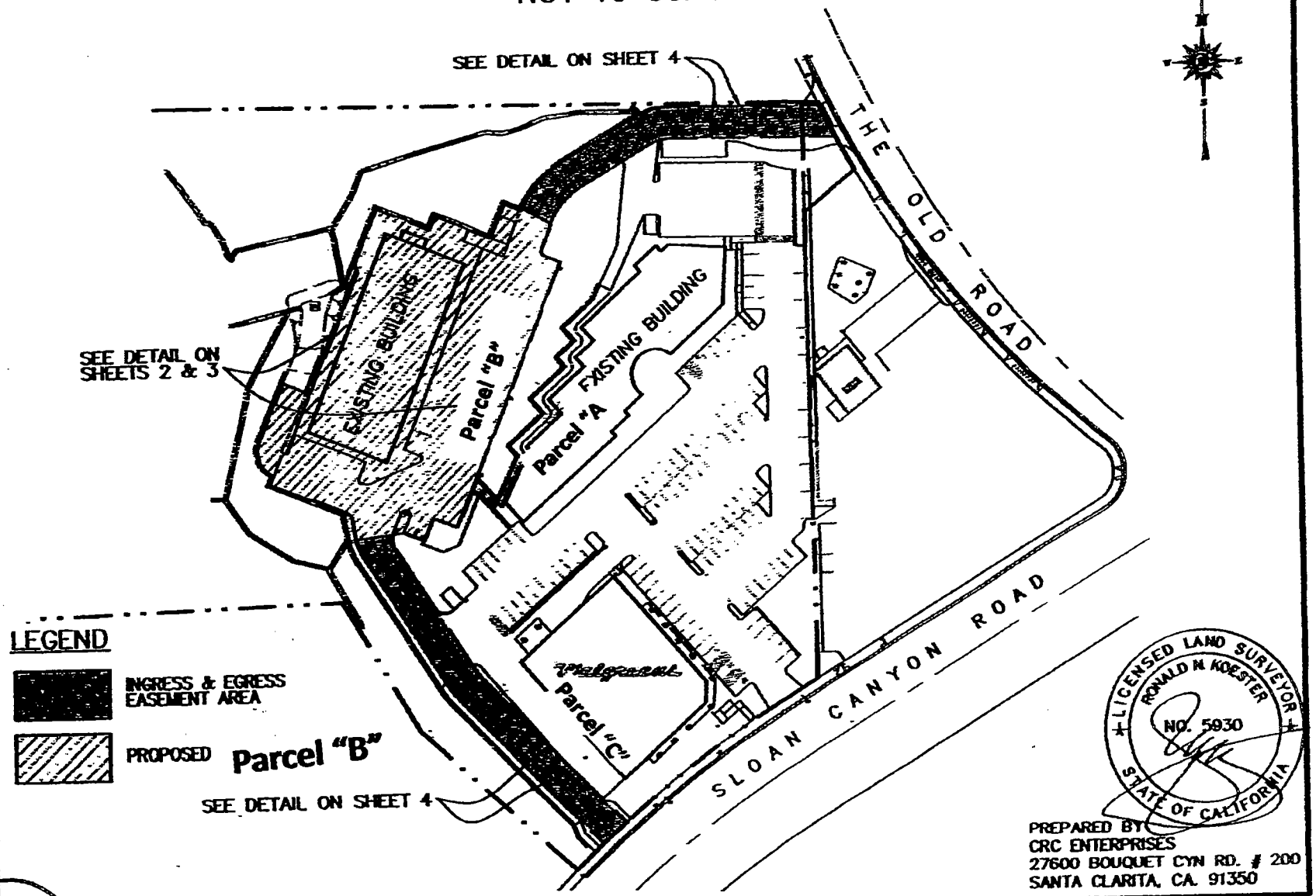
EXHIBIT "A" — KEY MAP

NOT TO SCALE



LICENSED LAND SURVEYOR
RONALD N. KOESTER
NO. 5930
STATE OF CALIFORNIA

PREPARED BY
CRC ENTERPRISES
27600 BOUQUET CYN RD. # 200
SANTA CLARITA, CA. 91350

ATTACHMENT A

AMENDMENT NO. 3 TO LEASE AGREEMENT NO. 58046

AMENDMENT No. 3 TO LEASE No. 58046
AND TO DONATION AGREEMENT No. 58048
335-349 AVENUE K-6, LANCASTER
PUBLIC SOCIAL SERVICES AND
PUBLIC WORKS

This Amendment No. 3 to Lease and to Donation Agreement No. 58046 is made and entered into this _____ day of _____ 2013, by and between FRANK A. VISCO referred to as "Lessor", and the COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter referred to as "Lessee" or "County."

WHEREAS, Lessee entered into that certain Lease No. 58046 dated November 3, 1987 for land and free standing building office space together with adjacent surface parking for 255 spaces for Lessee's exclusive use, located at the northeast corner of Gingham Avenue and Avenue K-6, Lancaster, as legally described in Exhibit "A," attached hereto (the "Land and Improvements"), ;

WHEREAS, the aforementioned Lease was amended July 26, 1988, and October 19, 2004, the latter amendment changing the term of the Lease from May 31, 2014 to the last day of February 2014 (collectively, the "Lease");

WHEREAS, Lessee also entered into that certain Donation Agreement No. 58048 dated November 3, 1987, referred to as "Donation Agreement" with Lessor (hereinafter also referred to as "Donor"), amended July 26, 1988, for the Donor or his heirs or assigns to execute and deliver a fee simple title interest in the Land and Improvements which will convey unencumbered title in the Land and Improvements to Lessee at the expiration of the Lease;

WHEREAS, the parties are now desirous to amend said Lease and Donation Agreement, effective upon approval by the Board of Supervisors of the County of Los Angeles, and,

WHEREAS, the parties are now desirous to amend said Donation Agreement No. 58046 to decrease the term of the transfer of the Land and Improvements from the the last day of February 2014 to the last day of December 2013 or sooner if the necessary documentation to consummate the Donation Agreement is executed prior to the last day of December 2013; and to amend said Lease No. 58046 to decrease the term of the Lease from the last day of February 2014 to the last day of December 2013, or sooner if the Donation Agreement is consummated sooner, effective upon approval by the Board of Supervisors of the County of Los Angeles, and,

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the rents, covenants and agreements herein contained, the Lessor and Lessee hereby agree as follows:

1. **Paragraph 2 TERM** of the Lease shall be amended by adding the following:

The term of the Lease is hereby changed such that it shall expire on the last day of December 2013, or contemporaneously with the consummation date of the Donation Agreement.

2. **Paragraph 4 RENT** of the Lease shall be amended and the following shall be added:

Lessee shall make a lump sum payment into an escrow account in the amount of $360,360.75, in lieu of any rent payments due after November 30, 2013. Pursuant to the Donation Agreement, Lessor shall, no later than December 31, 2013, execute and deliver a fee simple title interest in the real property described in Attachment A-1 as approved accordingly to the amended Lease.

3. **Paragraph 31 LIMITATION OF AUTHORITY** of the Lease is hereby added as follows:

Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Lessor understands that no material terms of the Lease may be altered or deleted, nor may any new material terms be added to the Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal Board action.

No County officer, employee, agent, or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Lessor may not rely upon any representations to the contrary.

This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for tenant improvements or other project costs of Lessor which are subject to reimbursement by County. County shall not reimburse Lessor for any expenses which exceed this ceiling.

7. All other terms and conditions of the Lease shall remain the same and in full force and effect.

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IN WITNESS WHEREOF, the Lessor has executed this Amendment or caused it to be executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month, and year first above written.

LESSOR:

FRANK A. VISCO

By: _____
Frank A. Visco

ATTESTED:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By:_____
Deputy

LESSEE:

COUNTY OF LOS ANGELES
A body politic and corporate

By:_____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By_____
Deputy

Amend3-Lease58046-Visco

EXHIBIT A-1

LEGAL DESCRIPTION

LAND AND IMPROVEMENTS

Tract No. 32548/M.B. 968-1-5
Lots 41, 42, 43, 45, and 46, representing 7.14 acres
in the City of Lancaster, County of Los Angeles

also known as 335-349 E. Avenue K-6, Lancaster, California

ATTACHMENT B

DONATION AGREEMENT NO. 58048

and

AMENDMENT NO. 2 TO LEASE NO. 58046

Recording Requested By
and When recorded, mail this document to:

County of Los Angeles
c/o Facilities Management Dept.
Leasing & Space Management Dept.
550 S. Vermont Ave., 10th Floor
Los Angeles, CA 90020

58048

DONATION AGREEMENT

It is hereby agreed by and between FRANK A. VISCO and the COUNTY OF LOS ANGELES this 3rd day of November, 1987 as follows:

WHEREAS, FRANK VISCO (hereinafter "DONOR") is the owner of certain real property located at the northwest corner of Gingham Avenue and Avenue K-6 in Lancaster and with a legal description as set forth on "Attachment A", which attachment is incorporated herein by this reference; and

WHEREAS, said DONOR has entered into a long-term lease agreement (hereinafter "THE LEASE") with the COUNTY OF LOS ANGELES (hereinafter "COUNTY"), a copy of which is attached hereto as "Attachment B", whereunder DONOR is obligated among other things to construct two buildings, a 51,000 square foot building and an 18,200 square foot building, with 346 parking spaces on said real property for occupation principally by certain COUNTY offices, together with an additional 18,200 square foot structure in a second phase with 91 adjoining parking spaces. The two 18,200 square foot buildings are to be used by DONOR as he sees fit during the term of the lease; and

WHEREAS, DONOR and COUNTY have negotiated a fair rent for said premises during the term of the lease whereunder COUNTY will have use of offices meeting its particular needs at the prevailing rate and DONOR will realize a reasonable return on his investment; and

WHEREAS, said DONOR is in the frame of mind to, at the termination of said LEASE, make a substantial contribution to the community in which he has resided and engaged in business throughout the course of a full and prosperous life and would want future generations to be aware of and inspired by his generosity and would be in a position to donate said real property to COUNTY; and

F-V

WHEREAS, the COUNTY, upon receipt of a donation of the magnitude contemplated by DONOR would want to acknowledge the donation by naming the building after the DONOR and erection of a plaque monument in an appropriate location on the donated property proclaiming the donation;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL BENEFITS DERIVED HEREUNDER AND IN FURTHERANCE OF THE DONATIVE INTENT EXPRESSED HEREINABOVE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. **TRANSFER DATE**

The transfer called for herein and set forth in detail in Section 3, paragraph A hereinbelow shall be made on or before mid-night on the first day following the expiration of 25 years from the "commencement date" of the LEASE.

2. **AGREEMENT SEPARATE FROM LEASE**

THIS AGREEMENT shall be in effect and enforceable by COUNTY only if COUNTY is not in default of any rental payment of the LEASE.

THIS AGREEMENT is to be construed and interpreted on its own terms without reference to the LEASE. To the extent that a Court might find that this agreement is ambiguous on its face and the LEASE agreement is deemed by the Court to be instructive as to the meaning of this agreement, the Lease may be used by the parties or a Court in ascertaining the import of this Agreement.

3. **DONOR'S COVENANTS**

A. Transfer

On the transfer date stated in Section 1 hereinabove, DONOR or his heirs or assigns or representative thereof will execute and deliver a fee simple interest in the real property described in "Attachment A", as improved according to the LEASE. To the extent that a comparable replacement facility is constructed under the terms of the LEASE, DONOR or

FV

his heirs or assigns or representatives will execute and deliver a Grant Deed transferring to COUNTY a fee simple interest in said replacement facility.

B. Satisfaction of all Secured Debts or Liens

To the extent that said real property is encumbered at the date of transfer, DONOR, his heirs or assigns or representatives thereof will, contemporaneous with delivery of the Deed, pay to COUNTY by cashiers check or equivalent to the satisfaction of COUNTY an amount sufficient to expunge all encumbrances against said real property, except for that portion of the property consisting of the additional 18,200 square foot building of Phase II.

The donation of this additional Phase II property shall be subject to any remaining encumbrances owing thereon resulting from the original construction, which COUNTY agrees to assume in the event County chooses to request and accept donation by letter from the Director of Facilities Management no later than 180 days prior to the expiration of the lease agreement.

4. **COUNTY'S COVENANTS**

A. Naming of Building

The COUNTY shall, upon obtaining the fee simple interest in the real property described in "Attachment A" hereto name the office building located thereon, or if more than one, the major office building located thereon according to area of floor-space, the "FRANK VISCO BUILDING".

B. Plaque Monument and Plaque

The COUNTY shall, upon obtaining the fee simple interest in the real property described in "Attachment A", erect in a prominent and appropriate location of its choice a plaque

monument and a plaque commemorating FRANK A. VISCO and his donation of said real property to the COUNTY.

C. Publicized Ceremony

COUNTY shall hold a dedication/unveiling ceremony relative to naming of the building and unveiling of the plaque and plaque monument, which ceremony shall be the subject of press releases and public notices.

5. **WAIVER OF RIGHT TO CHALLENGE SUFFICIENCY OF CONSIDERATION**

DONOR and COUNTY both knowingly and under the advice of counsel agree to and do hereby mutually waive the right to challenge the sufficiency of the consideration given by the other party to the agreement or to make any claim or file any lawsuit to rescind this agreement based upon insufficiency or inadequacy of consideration.

INITIAL

THIS AGREEMENT is personal to the COUNTY and may not be assigned voluntarily or involuntarily by or to any person or entity other than the COUNTY.

THIS AGREEMENT shall be effective upon the date of approval by the BOARD OF SUPERVISORS for COUNTY.

ATTEST:

LARRY J. MONTEILH
Executive Officer-Clerk
of the Board of Supervisors

By Cynthia A Benson
Deputy

By Frank A Visco
FRANK A VISCO

APPROVED AS TO FORM:

DEWITT W. CLINTON
County Counsel

By Jon Crane
Deputy

COUNTY OF LOS ANGELES

By Michael D. Antonovich
Chairman, Board of Supervisors

DES:jpc 38
10/20/87
HP donation

ADOPTED
BOARD OF
COUNTY O

24 NOV 3 1987

LARRY J. MO
EXECUTIVE OFFICER

GENERAL ACKNOWLEDGMENT

CAL-23

State of California _____ }
County of Los Angeles } SS.

On this the 3rd day of November 1987 before me,

the undersigned,

the undersigned Notary Public, personally appeared

Frank A Vieco

☑ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Polly Orr

Notary's Signature

OFFICIAL SEAL
POLLY ORR
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Exp. Aug. 21, 1991

IN WITNESS WHEREOF, the parties hereto have caused this amendment to Donation Agreement No. 58048 to be duly executed the day and year above first written.

ATTEST:

LARRY J. MONTEILH
Executive Officer-Clerk of
the Board of Supervisors

By _____ By _____
Deputy Frank A. Visco

APPROVED AS TO FORM:

DEWITT W. CLINTON
County Counsel

COUNTY OF LOS ANGELES

By _____ By _____
Deputy Chairman, Board of Supervisors

DS:nat 38
7/5/88
(Donate)

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

88 JUL 26 1988

LARRY J. MONTEILH
EXECUTIVE OFFICER

INITIAL

THIS AGREEMENT is personal to the COUNTY and may not be assigned voluntarily or involuntarily by or to any person or entity other than the COUNTY.

THIS AGREEMENT shall be effective upon the date of approval by the BOARD OF SUPERVISORS for COUNTY.

ATTEST:

LARRY J. MONTEILH
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

By _____
FRANK A VISCO

APPROVED AS TO FORM:

DEWITT W. CLINTON
County Counsel

By _____
Deputy

ADOPTED
BOARD OF S
COUNTY O

24 NOV 3 1987

DES: 38
10/20/87
HP donation

LARRY J. MONTEILH
EXECUTIVE OFFICER

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

LARRY J. MONTEILH
Executive Officer
Clerk of the Board of Supervisors

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

AMENDMENT NO. 1 TO DONATION AGREEMENT NO. 58048

This Amendment to Donation Agreement No. 58048 is made and entered into this 26th day of July 1988. By and between FRANK A. VISCO, hereinafter referred to as the "Donor" and the County of Los Angeles, a body politic and corporate, hereinafter referred to as "County".

WHEREAS, Donor and County made and entered into a Donation Agreement No. 58048 on November 3, 1987 by which Donor, his heirs or assigns, or representatives will execute and deliver a grant deed transferring to County a fee simple interest in real property with a legal description as set forth on "Attachment A" to Agreement No. 58048 hereinafter described as Phase I; and

WHEREAS, Donor and County had entered into a long-term lease, Agreement No. 58046, whereunder Donor is obligated among other things to construct two buildings, a 51,000 square foot building and an 18,200 square foot building, with 346 parking spaces on said real property for occupation principally by certain County offices, together with an additional 18,200 square foot structure in a second phase with 91 adjoining parking spaces. The two 18,200 square foot buildings were to be used by Donor as he sees fit during the term of the lease with the County reserving rights of first refusal and options to lease this additional space; and

WHEREAS, Donor and County have made and entered into Amendment No. 1 to Lease No. 58046 (the amended lease), a copy of which is attached hereto as "Attachment B-1", whereunder Donor is now obligated among other things to construct for County's expanded space requirement an additional 51,000 square foot building along with an additional 255 parking spaces hereinafter described as Phase II instead of two separate buildings of 18,200 square feet each, and

WHEREAS, Donor is in the frame of mind to, at the termination of said amended Lease to include the aforementioned Phase II real property together with Phase I real property in a donation to the County.

Now, therefore, the parties hereby agree to amend said Donation Agreement No. 58048 as follows to become effective upon approval of the Los Angeles County Board of Supervisors.

INITIAL

1. Paragraph 1 is hereby deleted in its entirety and in its place shall be substituted the following language:

"1. TRANSFER DATE:

The transfer called for herein and set forth in detail in Section 3, Paragraph A hereinbelow shall be made on or before midnight on the first day following the expiration of 25 years from the "commencement date" of the amended lease for Phase I as shown on Exhibit "C" and 25 years from the "commencement date" for Phase II as shown on Exhibit "C-1" of said amended lease. "

2. Paragraph 3A is hereby deleted in its entirety and in its place shall be substituted the following language:

3. "DONOR'S COVENANTS:

A. Transfer: On the transfer date stated in Section 1 hereinabove, Donor or his heirs or assigns or representative thereof will execute and deliver a fee simple interest in the real property described in a revised 'Attachment A-1' as improved according to the amended Lease. To the extent that a comparable replacement facility is constructed under the terms of the amended Lease, Donor or his heirs or assigns or representatives will execute and deliver a Grant Deed transferring to County a fee simple interest in said replacement facilities."

3. Paragraph 3B is hereby deleted in its entirety and in its place shall be substituted following language:

B. Satisfaction of all Secured Debts or Liens: To the extent that said real property is encumbered at the date of transfer, Donor, his heirs or assigns or representatives thereof will, contemporaneous with delivery of the Deed, pay to County by cashiers check or equivalent to the satisfaction of County an amount sufficient to expunge all encumbrances against said real property for Phase I and for Phase II."

4. Paragraph 4A Naming of Building is hereby deleted in its entirety and in its place shall be substituted the following:

"A. Naming of Buildings: The County shall, upon obtaining the fee simple interest in the real property described in 'Attachment A-1' hereto name the office buildings located thereon the 'Frank Visco Buildings'."

INITIAL

5. Paragraph 4B Plaque Monument and Plaque is hereby deleted in its entirety and in its place shall be substituted the following:

"B. Plaque Monument and Plaque: The County shall, upon obtaining the fee simple interest in the real property described in 'Attachment A-1", erect in a prominent and appropriate location of its choice a plaque monument and a plaque commemorating Frank A. Visco and his donation of said real property to the County.

6. All other terms and conditions of this Donation Agreement shall remain the same and in full force and effect.

INITIAL

IN WITNESS WHEREOF, the parties hereto have caused this amendment to Donation Agreement No. 58048 to be duly executed the day and year above first written.

ATTEST:

LARRY J. MONTEILH
Executive Officer-Clerk of
the Board of Supervisors

By _____ By _____
Deputy Frank A. Visco

APPROVED AS TO FORM:

DEWITT W. CLINTON
County Counsel

COUNTY OF LOS ANGELES

By _____ By _____
Deputy Chairman, Board of Supervisors

DS:nat 38
7/5/88
(Donate)

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

88 JUL 26 1988

LARRY J. MONTEILH
EXECUTIVE OFFICER

INITIAL

GENERAL ACKNOWLEDGMENT

CAL-23

State of California _____ }
County of Los Angeles } SS.

On this the 26th day of July, 1988, before me, Christina E. Vitale, the undersigned Notary Public, personally appeared Frank A. Visco

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Christina E. Vitale
Notary's Signature

OFFICIAL SEAL
CHRISTINA E. VITALE
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMMISSION EXP. MAR. 6,1992

THIS AGREEMENT is personal to the COUNTY and may not be assigned voluntarily or involuntarily by or to any person or entity other than the COUNTY.

THIS AGREEMENT shall be effective upon the date of approval by the BOARD OF SUPERVISORS for COUNTY.

ATTEST:

LARRY J. MONTEILH
Executive Officer-Clerk
of the Board of Supervisors

By Cynthia A Benson
Deputy

By Frank A Visco
FRANK A VISCO

APPROVED AS TO FORM:

DEWITT W. CLINTON
County Counsel

By Jon Crane
Deputy

COUNTY OF LOS ANGELES

By Michael D. Antonovich
Chairman, Board of Supervisors

DES:jpc 38
10/20/87
HP donation

ADOPTED
BOARD OF
COUNTY O

24 NOV 3 1987

L J Monteilh
LARRY J. MO...LH
EXECUTIVE OFFICER

EXHIBIT "A-1" and
ATTACHMENT "A-1"

ANTELOPE VALLEY OFFICES

PHASE I 51,000 s.f. Building and 255 parking spaces.

Lots 43, 45, and 46, Tract 32548, in the City of Lancaster, County of Los Angeles, State of California, as shown on map filed in Book 968, pages 1 through 5, of Maps, in the office of the Registrar-Recorder of said County.

PHASE II 51,000 s.f. Building and 255 parking spaces.

Lots 40, 41, and 42, Tract 32548, in the City of Lancaster, County of Los Angeles, State of California, as shown on map filed in Book 968, pages 1 through 5, of Maps, in the office of the Registrar-Recorder of said County.

DESCRIPTION APPROVED
June 13, 1988

RICHARD B. DIXON
Chief Administrative Officer

BY Stanley Smith
Deputy

INITIAL

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 which authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring his signature.

The undersigned hereby certifies that on this 3rd day of November, 1987, the facsimile signature of Michael D. Antonovich, Chairman 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 Chairman 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.

COUNTY OF LOS ANGELES CALIFORNIA

LARRY J. MONTEILH, Executive officer-Clerk of the Board of ~~Commissioners of the Housing Authority~~ Supervisors of the County of Los Angeles

By Darlene Hudson
Deputy

APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel

By [illegible]
Deputy

58046-S-2

AMENDMENT NO. 2 TO LEASE No. 58046
AND AMENDMENT NO. 1 TO DONATION AGREEMENT NO. 58048
335-349 AVENUE K-6, LANCASTER
PUBLIC SOCIAL SERVICES AND
CHILDREN AND FAMILY SERVICES

This Amendment No. 2 to Lease is made and entered into this 19th day of October, 2004, by and between FRANK A. VISCO referred to as "Lessor", and the COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter referred to as "Lessee".

WHEREAS, the COUNTY OF LOS ANGELES, as Lessee, has entered into that certain Lease dated November 3, 1987 as amended July 26, 1988, for land and free standing building office space together with adjacent surface parking for 255 spaces for Lessee's exclusive use located at the northeast corner of Gingham Avenue and Avenue K-6, Lancaster, as legally described in Exhibit "A" attached hereto (the "Land and Improvements"), and,

WHEREAS, the COUNTY OF LOS ANGELES, as Lessee, also entered into that certain Donation Agreement dated November 3, 1987, referred to as "Donation Agreement" with Lessor (also called Donor) as amended July 26, 1988, for the Donor or his heirs or assigns to execute and deliver a fee simple interest in the Land and Improvements which conveys an unencumbered reversion in the Land and Improvements to Lessee at the end of the Lease, and,

WHEREAS, the parties are now desirous to amend said Lease to decrease the term of the Lease from May 31, 2014 to the last day of February 2014, effective upon approval by the Board of Supervisors, County of Los Angeles, and,

WHEREAS, the parties are now desirous to amend said Donation Agreement No. 58048 to decrease the term of the transfer of the Land and Improvements from May 31, 2014 to the last day of February 2014, effective upon approval by the Board of Supervisors, County of Los Angeles, and,

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the rents, covenants and agreements herein contained, the Lessor and Lessee hereby agree as follows:

1. **Paragraph 2 TERM**, of the Lease shall be amended by adding the following:

The term of the Lease is hereby decreased such that it shall expire on the last day of February 2014.

AUG 3 0 2004

2. **Paragraph 9 REPAIR, MAINTENANCE AND REPLACEMENT**, shall be deleted in its entirety and the following shall be added:

Lessee shall upon commencement of Amendment No. 2 to Lease 58046 terminate payment of an amount equal to three percent (3%) of the monthly rent, approximately $3,603.61, which had been deposited by Lessor into an interest bearing account specified by Lessee to be maintained by Lessor for the purpose of maintaining the basic structure and for repairing latent defects if any as defined in Paragraph 9a. Additionally, all funds from this account, amounting to $315,496.70, less an amount not to exceed $250,000 which will be used to perform approved deferred maintenance, shall be returned to the Lessee, County of Los Angeles by the Lessor, Frank A. Visco. Should Lessor fail to return said funds within thirty (30) days commencement of this Amendment No. 2, Lessee, at its sole option may declare this Amendment No. 2 to Lease No. 58046 null and void.

Lessee also agrees to keep in good repair, replace and maintain at Lessee's own expense the basic structure during the remaining term of the lease. "Basic structure" is agreed to include: the foundation, roof, sub-flooring, concrete floor slab, bearing and exterior walls, concealed plumbing, sewer lines, electrical lines, electrical systems, elevator, including shaft and pit. Lessee further agrees to and pay for all repair and maintenance of the grounds, landscaping, lamps and tubes, exposed and concealed plumbing, painting, fire sprinkler system, floor covering and window coverings, ceilings, janitorial services and supplies, security and trash removal and other repairs of a structural and non-structural nature.

Notwithstanding any provisions of this Agreement to the contrary, Lessee at its sole option, acting through the CAO, may request the Lessor to perform, supply and administer any such repairs and replacement listed above and reimburse Lessor for such costs as an additional rent. Lessor agrees that his administrative costs and profit and overhead will not exceed a maximum of four percent (4%) of the direct costs associated with such repairs and maintenance work.

3. **Paragraph 17 INSURANCE**, shall be amended by deleting Paragraph 17A and Paragraph 17B. 1.a. and 1.b. and Paragraph 5 and the following shall be added:

Lessee, acting through the CAO, shall at its sole option, request Lessor to provide Insurance (Fire, Liability and Extended Coverage), as long as it meets the requirements of the Lessor's lender and CAO/Risk Management, and may reimburse Lessor for such direct costs as an additional rent.

4. **Paragraph 30 TENANT IMPROVEMENTS** of the Lease is hereby added as follows:

Lessee at its sole option, acting through the CAO, may request the Lessor to perform, supply and administer additional tenant improvements and reimburse Lessor for such costs as an additional rent. Lessor agrees that his administrative costs and profit and overhead will not exceed a maximum of four percent (4%) of the direct costs associated with such repairs and tenant improvements. Additionally, Lessor shall provide an allowance for Tenant Improvements costs and/or minor hard construction. Lessee may authorize Lessor after review of estimates and written approval of the Chief Administrative Officer or his designated representative to pay for tenant improvements up to a maximum aggregate total of $1,530,000, i.e., $30.00 per rentable square foot. Lessee agrees to reimburse Lessor for all Tenant Improvement costs actually used by Lessee, by amortizing the same over the remaining term of the Lease or a ten year term, whichever is less, at the interest rate of seven percent (7%) per annum. The Lessee may at anytime during the Lease term pay Lessor, or his designee, all or any portion of the Tenant Improvement cost without penalty and reduce the rental rate accordingly. Lessor will notify Lessee of the tenant improvement final cost, and the amount payable monthly by Lessee in addition to the rent. For purposes of ascertaining the actual cost of said tenant improvements, Lessor shall provide to Lessee, a detailed breakdown of the total costs of constructing the tenant improvements and execute a summarized breakdown of the total costs of the tenant improvements with the right to audit these costs for a period of twenty-four months from the date of completion and acceptance by Lessee of the tenant improvements.

5. **Paragraph 31 LIMITATION OF AUTHORITY** of the Lease is hereby added as follows:

Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Lessor understands that no material terms of the Lease may be altered or deleted, nor may any new material terms be added to the Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal Board action.

No County officer, employee, agent, or independent contractor has any authority to alter, add or delete the material terms of this Lease; and Lessor may not rely upon any representations to the contrary.

This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for tenant improvements or other project costs of Lessor which are subject to reimbursement by County. **County shall not reimburse Lessor for any expenses which exceed this ceiling.**

6. Upon termination of the Lease the Lessor, his heirs and assigns, shall forthwith deliver a grant deed with indefeasible fee title to the Lessee. Lessor, at his cost, shall supply a policy of title insurance to Lessee subject only the Permitted Encumberances (attached hereto as Exhibit B).

7. All other terms and conditions of the Lease shall remain the same and in full force and effect.

/
/
/

IN WITTNESS WHEREOF, the Lessor has executed this Amendment or caused it to be executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month, and year first above written.

LESSOR
By: FRANK A. VISCO

By: _____
Frank A. Visco

ATTESTED:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

LESSEE

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

By _____:
Principal Deputy, Frank Scott

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 OCT 19 2004

VIOLET VARONA-LUKENS
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

EXHIBIT A

LEGAL DESCRIPTION

LAND AND IMPROVEMENTS

Tract No. 32548/M.B. 968-1-5
Lots 41, 42, 43, 45, and 46, representing 7.14 acres
in the City of Lancaster, County of Los Angeles

also known as 335-349 E. Avenue K-6, Lancaster, California

INITIAL

EXHIBIT B

PERMITTED EXCEPTIONS TO TITLE

ATTACHMENT C

GRANT DEED

GRANT DEED

RECORDING REQUESTED BY
COUNTY OF LOS ANGELES

WHEN RECORDED MAIL TO:

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Christopher M. Montana

Space above this line for Recorders use

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

ASSESSOR'S IDENTIFICATION NUMBER
3126-032-060, 3126-032-098, and 3126-032-099

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

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, FRANK A. VISCO (Grantor) does hereby grant to the COUNTY OF LOS ANGELES COUNTY, a body politic and corporate, all of Grantor's rights, title and interests to that certain real property located in the City of Lancaster, County of Los Angeles, State of California, legally described in Exhibit A and depicted in Exhibit X, attached hereto and incorporated herein by this reference.

SUBJECT TO:

1. All taxes, penalties and assessments of record, if any.

2. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way, if any.

Dated _____

GRANTOR

By_____
Frank A. Visco