

# **EXHIBIT A**

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06 1188678

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
05/31/06 AT 08:00am

TITLE(S) :

\_\_\_\_\_



FEE

D.T.T.

FREE FF

19

CODE  
20

CODE  
19

CODE  
9

Assessor's Identification Number (AIN)  
To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

WHEN RECORDED MAIL TO

2

FATLOLA

STATE OF CALIFORNIA  
Department of General Services  
Real Estate Services Division, Acquisition Unit  
707 Third Street, 5<sup>th</sup> Floor  
West Sacramento, CA 95605

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2279796-11

OFFICIAL STATE BUSINESS - EXEMPT FROM RECORDING FEES  
PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY  
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Grant Deed

Agency: California Department of Veterans Affairs  
Project: Lancaster Veterans Home  
Parcel(s): DVA-002, DGS Parcel 10123

APN(S): 3107-012-907, County of Los Angeles

LANCASTER REDEVELOPMENT AGENCY, a Public Body, Corporate and Politic, hereby GRANTS to the STATE OF CALIFORNIA, the following described real property situated in the County of Los Angeles, State of California, described on the attached Exhibit A (Legal Description) consisting of one (1) page attached hereto and by this reference made a part hereof, and according to the terms and conditions contained, in Exhibit B (Amended and Restated Agreement for Conveyance and Acceptance of Real Property), consisting of fifteen (15) pages attached hereto and by this reference made a part hereof.

This correction deed is being recorded for the purpose of attaching Exhibit B. Said original Grant Deed was recorded on August 13, 2003, in Instrument No. 03-2333602.

Dated: 5-18-06

GRANTOR:

By Robert S LaSala

LANCASTER REDEVELOPMENT AGENCY  
Robert S LaSala, Executive Director



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**AMENDED AND RESTATED  
AGREEMENT FOR CONVEYANCE AND  
ACCEPTANCE OF REAL PROPERTY**

THIS AGREEMENT FOR CONVEYANCE AND ACCEPTANCE OF REAL PROPERTY ("Agreement") is entered into by and between the Lancaster Redevelopment Agency, a public body corporate and politic, ("RDA"), the State of California ("STATE") on behalf of the Department of Veterans Affairs ("CDVA"), for the conveyance by RDA and acceptance by STATE of certain real property hereinafter set forth, and is made on the basis of the following facts, intentions, and understandings.

**WITNESSETH:**

WHEREAS, RDA is the present owner of that certain interest in real property ("Property") located in the city of Lancaster California and more particularly described in Exhibit A which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Section 33433 of the California Health and Safety Code, the RDA is authorized, as documented in the Lancaster Redevelopment Agency minutes of its regular meeting on March 11, 2003 (Item Number 3 of the consent calendar), to execute this "Amended and Restated Agreement for Conveyance and Acceptance of Real Property." (Copy attached as Exhibit B); and

WHEREAS, the parties hereto desire to effectuate the RDA's conveyance of the Property to STATE at no cost, conditioned upon the future construction of a Veteran's Home Project ("Project") pursuant to Section 1104.1, Military and Veterans Code; and

WHEREAS, this agreement is entered into replacing a previous agreement entitled "Agreement and Escrow Instructions for Sale of Real Property" (dated August 18, 1999, and recorded in Los Angeles County as document number 99-2357115); and

WHEREAS, in addition to this replacement agreement, a Correction Deed ("Deed"), in the form of Exhibit C, will be simultaneously recorded correcting and replacing the Grant Deed recorded in Los Angeles County as document number 99-237115; and

WHEREAS, the Department of General Services (DGS) has the responsibility of constructing the Project on behalf of the DVA pursuant to Section 1104.1, Military and Veterans Code.

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**JUL 12 2003  
DARTH ELIOPULOS  
ESCROW OFFICER**

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NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Approvals. Acceptance by STATE of this no cost acquisition of real property is contingent upon approvals by the State Public Works Board ("SPWB") pursuant to Section 15853(a) of the Government Code and the Director of DGS pursuant to Section 11005 of the Government Code. This Agreement has no force and effect, and is not binding on the STATE, until and unless it is approved by the Director of DGS and authorized and approved by SPWB at a duly noticed meeting.
  
2. Representations and Warranties of CDVA and DGS. CDVA and DGS make the following representations and warranties to RDA as of the date of the execution of this Agreement:
  - (a) The Secretary of the CDVA has full legal right, power, and authority to enter into this Agreement; and
  - (b) The DGS officer executing this Agreement on behalf of its Director is fully authorized to execute this Agreement pursuant to a delegation of authority from the Director.
  
3. Representations and Warranties of the RDA. RDA makes the following representations and warranties to STATE as of the date of the execution of this Agreement:
  - (a) RDA is the owner of the Property and has full right, power, title and lawful authority to enter into this Agreement per terms provided herein and to convey the Property at no cost to STATE except the condition that the STATE must construct a Veteran's Home Project ("Project") pursuant to Section 1104.1, Military and Veterans Code, and that RDA has not entered into or executed any agreement or document which would transfer all or part of RDA's interest in the Property to any third party; and
  - (b) Until the closing, RDA shall not do anything which would impair RDA's title to any of the Property; and
  - (c) To the best of RDA's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument which affects the Property; and
  - (c) Until the closing, RDA shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 3 not to be true

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as of closing, immediately give written notice of such fact or condition to CDVA and DGS; and

- (d) RDA warrants that infrastructure for all utilities, including water, electricity, natural gas, sewer, telephone, and storm drain are installed to the boundary of the Property and available in sufficient capacity for use by DGS in the development of the Project; and
- (e) RDA gives no warranties or representations as to the condition of the Property, except that RDA represents that it knows of no condition of the Property, including the existence of hazardous materials, or prior activities on or impacting the Property regarding hazardous materials, which would impair the Property's value or use; and
- (f) RDA warrants the Project is in full compliance with the provisions of the Redevelopment Plan for Project Area No. 6, and with California Community Redevelopment Law; and
- (g) The representations and warranties set forth in this Section 3 shall survive close of escrow.

4. Interests to be conveyed. At no cost to STATE, RDA shall convey to STATE, and STATE shall accept from RDA, contingent upon the approval of SPWB and subsequent construction of Project by DGS, all of RDA's right, title and interest in and to the Property described in Exhibit A attached, subject to the covenants and agreement set forth herein.

5. RDA's Obligations. Subject to the terms and conditions set forth herein, RDA agrees as follows:

- (a) At no cost to STATE, RDA agrees to pay, waive, or otherwise arrange for the payment or waiver of (i) any and all development impact fees and permit processing fees imposed against the Project, (ii) any and all water district or water agency development impact or permit processing fees lawfully imposed against the Project, (iii) any and all school fees lawfully imposed against the Project, and (iv) any other development impact or processing fees that could be imposed by a public utility or agency against the Project.
- (b) RDA staff shall cooperate, in good faith, with DGS staff in order to facilitate DGS development of the Project.

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- (c) At no cost to STATE, RDA agrees to provide mitigation, including but not limited to the purchase of lands as compensation if necessary, for impacts from the Project to biological resources, wildlife, or other habitat on the Property held protected by, and to the satisfaction of, the U.S. Fish & Wildlife Service, California Department of Fish and Game or any public agency, or identified in any environmental document (i.e. Mitigated Negative Declaration or Environmental Impact Report)
- (d) At no cost to STATE, RDA agrees to provide mitigation and/or indemnity to STATE for impacts from the Project on archeological or anthropological sites that may exist on the Property, which mitigation obligations or costs are imposed by any public agency, state or federal, or identified in any environmental document (i.e. Mitigated Negative Declaration, or Environmental Impact Report).
- (e) In addition to Item 8 below, RDA shall indemnify and hold STATE harmless from any claim or expense resulting from, arising out of, related to, based upon the presence of, or impact of activities conducted at the off-site Johnson Ford facility located at 45640 23<sup>rd</sup> Street West in Lancaster (identified as a hazardous waste generator), which presence or activities occurred prior to transfer of the Property to STATE.

6 DGS Obligations. DGS agrees that on or prior to seven (7) years from the date of initial conveyance, DGS shall commence construction of the Project on the Property. In connection therewith, DGS agrees to submit plans and specifications to the RDA for review thereof. RDA agrees that it will not unreasonably delay review. DGS will consider comments by RDA but has no obligation to implement comments provided by RDA.

7. Reconveyance. DGS acknowledges and agrees that the RDA's sole interest in conveying the Property to STATE is for development by DGS of the Project thereon. In the event construction of the Project is not commenced within seven (7) years, in accordance with the terms of this agreement, RDA, at its option, upon written notice to DGS, may request that STATE transfer title to the Property back to RDA. In this event, STATE agree to take any and all steps necessary to effectuate the transfer of the STATE's interest in the Property back to RDA as provided hereunder.

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- 8. Waste and Hazardous Materials. Neither the RDA nor the STATE shall knowingly commit, suffer or permit any deposit of waste, any nuisance or acts at the Property in violation of applicable laws. The RDA acknowledges with respect to the Property that, except as specifically provided in this Agreement, to the best of RDA's knowledge, Hazardous Materials as that term is defined herein ("Hazardous Materials") were not used, generated, stored, released, discharged or disposed of on, under, in, or about the Property or transported to or from the Property.

The RDA represents with respect to the Property, that neither the RDA nor any other person or entity under the control of, or with the knowledge of the RDA will cause or permit the use generation, storage, release, discharge, or disposal of any Hazardous Materials on, under, in, or about the Property. As used in this Agreement the term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes, prior to the date of execution and delivery hereof, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95.

RDA agrees, at its sole cost and expense, to indemnify, protect, defend and hold harmless the STATE and its officers, employees and agents, from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, cause of action, judgments, suits, proceedings, costs and expenses (including, without limitation, attorneys' fees, court costs, administrative procedural costs and experts' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, the STATE relating to or arising from (i) all consequential damages, directly or indirectly arising out of the presence, use, handling, generation, storage, release or disposal of Hazardous Materials by RDA or RDA's lessees, or any prior owner or operator on, under or about the Property, (ii) the cost of

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any required or necessary remediation, repair, cleanup or detoxification and the preparation of required plans as a result of the presence, use, generation, storage, release, threatened release or disposal of Hazardous Materials by any person on the Property prior to transfer of title thereto to DGS, (iii) the use on or before the Close of Escrow of the Property by any third party, including, without limitation, any invitee or licensee of RDA, with respect to the Property prior to the transfer of title to the Property to DGS. For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U. S. C. Section 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317 et seq.; Sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time.

9. Recordation. After receipt of RDA's executed Agreement and Correction Deed, DGS shall request approvals for this Agreement and acceptance of the Property by STATE at the next available regularly scheduled. Within thirty (30) days after obtaining DOF approval, DGS shall deposit a Memorandum of Agreement in the form of Exhibit D and the Deed for recording with Antelope Valley Escrow Company, 815 West Lancaster Boulevard, Lancaster, CA 93539, Escrow Number 52940N. RDA shall pay escrow fees and title insurance charges incurred in this transaction. The issuance of any escrow instructions shall be the sole responsibility of DGS.

10. General Provisions.

10.1 Assignment.

(a) This Agreement shall be binding upon and shall inure to the benefit of the STATE and RDA and their respective heirs, personal representatives, successors and assigns.

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(b) STATE shall not assign this Agreement or any interest or right under this Agreement to any person or entity other than an agency or department of the state without obtaining the prior written consent of RDA. RDA may not assign any of its rights pursuant to this Agreement without the written consent of CDVA and DGS. In no event shall any assignment relieve the assigning party of any of its obligations under this Agreement.

10.2 Attorneys' Fees. In any action between the parties to interpret, enforce, award, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled to, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorney's fees.

10.3 Approvals and Notices. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice. Any Notice given under this paragraph, whether personally or by mail, shall be deemed received only upon actual receipt by the intended party.

To RDA: Lancaster Redevelopment Agency  
Attention: Redevelopment Director  
44933 North Fern Avenue  
Lancaster, California 93534

To CDVA: California Department of Veterans Affairs  
Attention: The Secretary  
1227 O Street  
Sacramento, CA 95814

To DOF: Department of Finance  
Attention: The Director  
915 L Street  
Sacramento, CA 95814

To DGS: Department of General Services  
Attention: Assistant Chief, Real Estate Services Section  
707 Third Street, Fifth Floor  
West Sacramento, CA 95605

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- 10.4 Jurisdiction and Venue. This Agreement shall be construed under the laws of the State of California in effect at the time of the signing of this Agreement. The parties consent to the jurisdiction of the California courts with venue in Los Angeles County.
- 10.5 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise.
- 10.6 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.
- 10.7 No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.
- 10.8 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.
- 10.9 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.
- 10.10 Offer. Any delivery of unsigned copies of this Agreement is solely for the purpose of review by the party to whom delivered, and neither the delivery nor

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any prior communications between the parties, whether oral or written, shall in any way be construed as an offer by DGS, nor in any way imply that DGS is under any obligation to enter the transaction which is the subject of this Agreement. The signing of this Agreement by RDA constitutes an offer that shall not be deemed accepted by DGS unless and until DGS has fully executed this Agreement.

10.11 Right of Access. Prior to the Closing date, DGS and its representatives, agents, employees, contractors and designees shall have the right of access to the Property at all reasonable times for the purpose of making necessary and appropriate inspections, tests, borings, samplings, surveys, etc. DGS shall save and protect RDA against any liability and/or claims resulting from such access or use of the Property undertaken pursuant to this Section (10.11). DGS shall first be entitled to possession of the Property on and after the Closing Date.

10.12 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Zone time.

10.13 Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement; they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

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10.14 Time of Essence. Time is expressly made of the essence with respect to the performance by DGS and RDA of each and every obligation and condition of this Agreement including, without limitation, the Closing.

10.15 Cooperation. Each party agrees to cooperate with the other in the Closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

11. Agreement in Total.

11.1 Merger of Prior Agreements and Understandings. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, including the "Agreement and Escrow Instructions for Sale of Real Property" executed August 18, 1999, are superceded by this Agreement and shall be of no further force or effect and are terminated.

11.2 Counterparts. This Agreement may be signed in any number of counterparts, provided each of the hereto executes at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

11.3 Exhibits Incorporated by Reference. All exhibits attached to this Agreement are incorporated in this Agreement by this reference. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement includes eleven (11) pages plus three (3) exhibits:

- Exhibit A (Legal Description of Property to be conveyed)
- Exhibit B (Form of Correction Deed),
- Exhibit C (Lancaster Redevelopment Agency Authorization ).

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IN WITNESS WHEREOF, this Agreement for Conveyance and Acceptance of Real Property has been executed by the parties hereto as of May 9, 2003, 2003.

STATE OF CALIFORNIA  
State Public Works Board

LANCASTER REDEVELOPMENT AGENCY,  
a public body, corporate and politic.

By [Signature]  
Assistant Administrative Secretary

By [Signature] EB  
Executive Director

By: [Signature]  
K. MAURICE JOHANNESSEN, Secretary  
Department of Veterans Affairs

By \_\_\_\_\_

By [Signature]  
Project Director, Project Management Branch  
Department of General Services  
Project Management Branch

(as to Items 6 and 7)

Approved  
Director Department of General Services

By [Signature]  
DWIGHT V. WEATHERS, Assistant Chief  
Real Estate Services Section  
Professional Services Branch

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EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF PARCEL 3 AND ALL OF PARCEL 4 OF PARCEL MAP NO. 14651, AS SHOWN ON MAP RECORDED IN BOOK 158, PAGES 1 THROUGH 4 OF PARCEL MAPS, IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN. IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7:

THENCE RUNNING WESTERLY ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 7. S 89° 57' 24" W, 824.38 FEET;

THENCE N 00° 02' 36" W, 68.94 FEET, TO THE TRUE POINT OF BEGINNING:

THENCE CONTINUING NORTHERLY, N 00° 02' 36" W, 1281.02 FEET;

THENCE S 89° 57' 41" E, 778.28 FEET, TO A POINT 50.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 7;

THENCE RUNNING SOUTHERLY, PARALLEL WITH SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 7, S 00° 07' 20" W, 628.71 FEET;

THENCE S 03° 33' 21" W, 300.54 FEET, TO A POINT 68.00 FEET WESTERLY OF SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 7;

THENCE SOUTHERLY, PARALLEL WITH SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 7, S 00° 07' 20" W, 296.32 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 42.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 50' 04", AN ARC DISTANCE OF 65.85 FEET, SAID POINT BEING 82.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 7;

THENCE WESTERLY ALONG A LINE PARALLEL WITH SAID SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 7, S 89° 57' 24" W, 290.36 FEET;

THENCE'S 88° 11' 39" W, 424.58 FEET TO THE TRUE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINING 22.44 ACRES, MORE OR LESS.

This legal description was prepared by me or under my directions.



BY: Roger D. Glidden  
Roger D. Glidden, L.S. 3462

Dated: 12-18-95

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# City of Lancaster

44933 North Fern Avenue  
Lancaster, California 93534-2461  
661-723-6000



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Frank C. Roberts  
Mayor

Bishop Henry W. Hearn  
Vice Mayor

Jim Jeffra  
Council Member

Ed Sileo  
Council Member

Andrew D. Visokey  
Council Member

James C. Gilley  
City Manager

STATE OF CALIFORNIA        }  
COUNTY OF LOS ANGELES    }        ss  
CITY OF LANCASTER         }

### CERTIFICATION OF MINUTES LANCASTER REDEVELOPMENT AGENCY

I, Shirley Mahoney, Records Clerk, City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Lancaster Redevelopment Agency Minutes for March 11, 2003, for which the original is on file in the City Clerk's office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this 1st day of April, 2003.

(seal)

Shirley Mahoney  
Records Clerk

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LANCASTER REDEVELOPMENT AGENCY  
REGULAR MEETING

Exhibit B  
(page 2 of 3)

MINUTES

MARCH 11, 2003

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|   |  |
|---|--|
| CALL TO ORDER   | Chairman Roberts called the meeting to order at 6:00 p.m.  |
| ROLL CALL   | Present: Agency Directors Jeffra, Sileo, Visokey, Vice Chairman Hearn, Chairman Roberts.<br><br>Absent: None.<br><br>Staff Members: Executive Director, Assistant Executive Director, Agency Counsel, Agency Secretary, Assistant to the City Manager – Redevelopment, Community Development Director, Finance Director, Parks, Recreation and Arts Director, Assistant Public Works Director.   |
| Subsequent Need Item  | On a motion by Vice Chairman Hearn and seconded by Agency Director Jeffra, the Redevelopment Agency determined that there is a need to take immediate action regarding G.C. 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, and that the need for action came to the attention of the Redevelopment Agency subsequent to the posting of the agenda, by the following vote: 5-0-0-0; AYES: Jeffra, Sileo, Visokey, Hearn, Roberts; NOES: None; ABSTAIN: None; ABSENT: None. |
| ITEMS TO BE REMOVED   | None.  |
| PUBLIC BUSINESS AGENDIZED:                                    | None.  |
| APPROVAL OF CONSENT CALENDAR                                  | On a motion by Vice Chairman Hearn and seconded by Agency Director Jeffra, the Redevelopment Agency approved Consent Calendar Items RCC 1 through RCC 3, by the following vote: 5-0-0-0; AYES: Jeffra, Sileo, Visokey, Hearn, Roberts; NOES: None; ABSTAIN: None; ABSENT: None.  |
| Minutes 02/25/03 RCC 1.                                       | Approved the February 25, 2003 Regular Meeting minutes.  |
| Warrant Register RCC 2  | Approved the Warrant Register in the amount of \$1,691,330.34 for the month of February, 2003.   |
| Amended Conveyance Agmt. State of Calif. Veterans Home RCC 3. | Authorized execution of Amended and Restated Agreement for Conveyance and Acceptance of Real Property between the Lancaster Redevelopment Agency and State of California for the Lancaster Veterans Home.  |

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Executive Director's  
Announcements

None.

Public Business  
Non-Agendized

None.

Chairman Roberts recessed the Redevelopment Agency meeting at 6:02 p.m. to Closed Session.

Chairman Roberts reconvened the Agency meeting at 6:46 p.m.

Closed Session

The Agency Counsel announced the Redevelopment Agency met in Closed Session on the following:

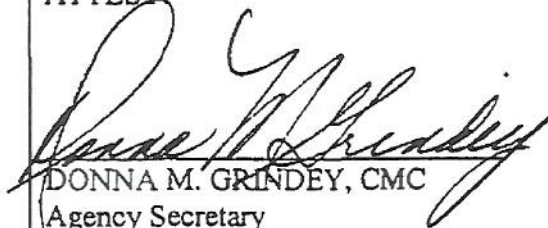
G.C. 54956.9(a) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Name of Case: 99 $\phi$  Only Store v. Lancaster Redevelopment Agency, Federal Case No. 00-07572SVW

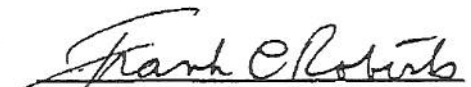
Adjournment

There being no further business, Chairman Roberts adjourned the Redevelopment Agency meeting at 6:46 p.m.

ATTEST:

  
DONNA M. GRINDEY, CMC  
Agency Secretary  
Lancaster Redevelopment Agency

APPROVED:

  
FRANK C. ROBERTS, Chairman  
Lancaster Redevelopment Agency

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Agency Department of Veterans Affairs  
Project Lancaster Veterans Home  
Parcel DVA-002, DGS Parcel 10123  
Assessor's 3107-012-907  
Parcel Nos.: County of Los Angeles

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### CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to sections 15853 and 27281 of the Government of Code of the State of California, the interest in real property conveyed by the Grant Deed dated May 18, 2006, from the LANCASTER REDEVELOPMENT AGENCY, a Public Body, Corporate and Politic, to the STATE OF CALIFORNIA on behalf of the Department of Veterans Affairs, is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by resolution of said Board duly adopted April 25, 2003, and the Grantee consents to the recordation thereof by its duly authorized officer.

*Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed, if any.*

**Accepted:**  
STATE OF CALIFORNIA  
State Public Works Board

By: [Signature]  
Assistant Administrative Secretary

Date: 5/24/06

**Consent:**

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

By: [Signature]  
Tom Johnson, Secretary

Date: 5/26/05

**Approved:**  
STATE OF CALIFORNIA  
Director, Department of General Services

By: [Signature]  
Real Property Services

Date: MAY 23, 2006

06 1188678

05/31/06

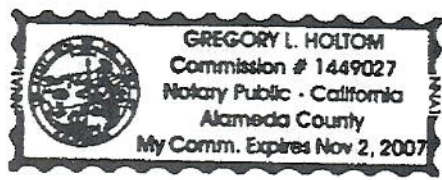
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of YOLO } ss.

On MAY 23, 2006 before me, GREGORY L. HOLTOM, NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MICHAEL P. BUTLER  
Name(s) of Signer(s)

- personally known to me
- 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/hers/their authorized capacity(ies), and that by his/hers/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.  
Gregory L. Holtom  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



06 1188678

05/31/06

This is a true and certified copy of the record  
if it bears the seal, imprinted in purple ink,  
of the Registrar-Recorder/County Clerk

JAN 23 2013

*Debra C. Linn* REGISTRAR-RECORDER/COUNTY CLERK  
LOS ANGELES COUNTY, CALIFORNIA



STATE OF CALIFORNIA  
Department of General Services  
Real Estate Services Division- Acquisition Unit  
707 Third Street, 5<sup>th</sup> Floor  
West Sacramento, CA 95605

OFFICIAL STATE BUSINESS-EXEMPT FROM RECORDING FEES  
PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY  
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE  
SECTION 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Grant Deed

Agency: California Department of Veterans Affairs  
Project: Lancaster Veterans Home  
Parcel: DVA-002, DGS Parcel 10123

APN: 3107-012-121-00, Los Angeles County

LANCASTER REDEVELOPMENT AGENCY, a Public Body, Corporate and Politic, hereby GRANTS to, the STATE OF CALIFORNIA, on behalf of the Department of Veterans Affairs of the State of California, all that real property in the County of Los Angeles, State of California described on the attached Exhibit A (Legal Description) according to the terms contained in attached Exhibit B (Amended and Restated Agreement for Conveyance and Acceptance of Real Property) and by this reference made a part hereof.

This Deed is being recorded pursuant to Government Code Section 11005, and to correct the vesting in the previous Grant Deed recorded December 9, 1999, as document #99-2357115.

Dated \_\_\_\_\_

GRANTOR

By \_\_\_\_\_

LANCASTER REDEVELOPMENT AGENCY  
James C. Gilley, Executive Director