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Adelante School Dist.  
P.O. Box 70  
Adelante, Ca 92301  
Attn: Don Braddock

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# THIS AREA FOR RECORDER'S USE ONLY

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(CLASS Additional Recording Fee Applies)

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**QUITCLAIM DEED**

**PREAMBLE**

This DEED is made this 22nd day of May, 1995, between the UNITED STATES OF AMERICA, acting through the Secretary of Education, by David B. Hakola, Director, Real Property Group, Office of Management, ("GRANTOR"), pursuant to Section 203(k) of the Federal Property and Administrative Services Act of 1949, as amended, ("Act"), P.L. No. 81-152, 63 Stat. 377, 40 U.S.C. Section 471 et seq., Reorganization Plan No. 1 of 1953, the Department of Education Organization Act of 1979, P.L. No. 96-88, 93 Stat. 668, 20 U.S.C. Section 3401 et seq., and ADELANTO SCHOOL DISTRICT, Adelanto, California, a political subdivision of the State of California, ("GRANTEE").

**I. RECITALS**

1. By letter dated September 23, 1994, from the Department of the Air Force, certain Federal surplus real property identified as being Parcel E-1, George Air Force Base, California, consisting of 42.74 acres of improved land, located San Bernardino County, California, ("Property"), was assigned to GRANTOR for disposal upon the recommendation of GRANTOR that the Property is needed for educational purposes in accordance with the provisions of the Act.

2. GRANTEE has made a firm offer to purchase the Property under the provisions of the Act, has applied for a public benefit

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allowance, and proposes to use the Property for educational purposes as detailed in its applications to GRANTOR dated May 28, 1993, June 8, 1993 and June 9, 1993 ("Application").

3. The Department of the Air Force has notified GRANTOR that no objection will be interposed to the transfer of the Property to GRANTEE, and GRANTOR has accepted the offer of GRANTEE.

**II. AGREEMENT**

4. GRANTOR, in consideration of the foregoing, one dollar, the performance by the GRANTEE of the covenants, conditions, and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim to the GRANTEE, its successors and assigns, all right, title, interest, claim and demand, reserving such rights as may arise from the operation of the conditions subsequent, restrictions and covenants of this Deed, which the UNITED STATES OF AMERICA has in and to the Property, which is more particularly described within EXHIBITS "A" and "B" hereto, and incorporated herein by reference.

5. GRANTEE by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that the Property is transferred on an "as is, where is" basis, without warranty of any kind, either expressed or implied, including as to the condition of the Property. The GRANTEE also covenants and agrees for itself, its successors and assigns, that the GRANTOR has no obligation to provide any additions, improvements, or alterations to the Property, and that this conveyance is subject to any and all

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existing easements, rights of way, reservations and servitudes, whether of record or not.

III. CONDITIONS SUBSEQUENT

6. GRANTEE shall HAVE AND HOLD the Property subject, however, to each of the following conditions subsequent, which are for the sole benefit of the UNITED STATES OF AMERICA and which shall be binding and enforceable against GRANTEE, its successors and assigns as follows:

- (1) For a period of thirty (30) years from the date of this Deed, the Property will be used continuously for educational purposes in accordance with the proposed program and plan of GRANTEE as set forth in its Application and for no other purpose. GRANTOR reserves the right to enter and inspect the Property during said period.
- (2) During the above period of thirty (30) years, GRANTEE will not sell, resell, lease, rent, mortgage, encumber, dispose of or otherwise transfer any interest in any part of the Property except as GRANTOR may authorize in advance in writing.
- (3) One year from the date of this Deed and biennially thereafter for the period of thirty (30) years, unless GRANTOR directs otherwise, GRANTEE will file with GRANTOR a report on the operation and maintenance of the Property and will furnish, as requested by GRANTOR, such other pertinent information evidencing its continuous use of

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the Property as required by condition subsequent number one (1).

- (4) During the above period of thirty (30) years, GRANTEE will at all times be and remain a tax-supported institution or a nonprofit institution, organization, or association exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended.
- (5) For the period during which the Property is used for the purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, GRANTEE hereby agrees that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352, 42 U.S.C. Section 2000d et seq.); (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. Section 1681 et seq., and Section 844 of the Education Amendments Act of 1974 (P.L. 93-380) (in relation to education); (c) Section 504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. Section 794 et seq.; Title II of the Americans With Disabilities Act of 1990, and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from

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participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent number one (1) above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance.

7. The failure of GRANTOR to insist in any one or more instances upon complete performance of the conditions subsequent, terms, or covenants of this Deed shall not be construed as a waiver of, or a relinquishment of GRANTOR's right to the future performance of any of those conditions subsequent, terms and covenants and the GRANTEE's obligations with respect to such future performance shall continue in full force and effect.

8. In the event of a breach of any of the conditions subsequent or in the event of a breach of any other terms and covenants of this Deed, whether caused by the legal or other inability of GRANTEE, its successors and assigns, to perform any of the terms and conditions of this Deed, at the option of the UNITED STATES OF AMERICA, all right, title and interest in and to the Property shall, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry, pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to entry thereon, and the GRANTEE, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and in and to any and all of the tenements, hereditaments, and appurtenances thereto.

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9. In the event GRANTOR fails to exercise its options to reenter the Property or to revert title thereto for any breach of conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed within thirty-one (31) years from the date of this conveyance, conditions subsequent numbered 1, 2, 3, and 4 of said Paragraph 6, together with all rights to reenter and revert title for breach of those conditions, will, as of that date, terminate and be extinguished.

10. The expiration of conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed and the right to reenter and revert title for breach thereof, will not affect the obligation of GRANTEE, its successors and assigns, with respect to condition subsequent number 5 of Paragraph 6 or the right reserved to GRANTOR to reenter and revert title for breach of condition subsequent number 5.

IV. COVENANTS

11. GRANTEE, by the acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that in the event GRANTOR exercises its option to revert all right, title and interest in and to the Property to GRANTOR, or GRANTEE voluntarily returns title to the Property in lieu of a reverter, the GRANTEE shall provide protection to and maintenance of the Property at all times until such time as the title to the Property or possession of the Property, whichever occurs later in time, is actually reverted or returned to and accepted by GRANTOR. Such protection and maintenance shall, at a minimum, conform to

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the standards prescribed by the General Services Administration in FPMR 101-47.4913 (41 C.F.R. Part 101-47.4913) now in effect, a copy of which is referenced in the GRANTEE's Application.

12. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, to indemnify and hold harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to the Grantee's use or occupancy of the property, or any other act or omission of the Grantee, including failure to comply with the obligations of this transfer.

13. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns and every successor in interest to the Property herein conveyed, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77 entitled "Objects Affecting Navigable Airspace", or under the authority of the Federal Aviation Act of 1958, as amended.

14. GRANTEE, by the acceptance of this Deed, covenants that, at all times during the period that title to the Property is vested in GRANTEE, its transferees and assigns, subject to conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed, it will comply with all provisions of the following: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 et seq., including the preparation of environmental impact

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statements, as required (See 42 U.S.C. Section 4322); the National Historic Preservation Act of 1966, as amended (P.L. No. 89-665); Executive Order No. 11988, 44 Federal Register 43239 (1979) reprinted in 42 U.S.C.A. Section 4321 app. at 188-189 (1987), governing floodplain management; Executive Order No. 11990, 42 Federal Register 26961 (1977), reprinted in 42 U.S.C.A. Section 4321 app. at 197-198 (1987), governing protection of wetlands; Federal Property Management Regulations, 42 C.F.R. 101-47.304-13; 41 C.F.R. 101-47.200 et seq., 53 Federal Register 29892 (1988), provisions relating to asbestos; and other appropriate guidelines, laws, regulations or executive orders, Federal, State or local, pertaining to floodplains, wetlands or the future use of the Property conveyed by this Deed.

15. GRANTEE, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property conveyed herein or any part thereof that it will comply with the requirements of: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), 42 U.S.C. Section 2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. 92-318), 20 U.S.C. Section 1681 et seq., and Section 844 of the Education Amendments of 1974 (P.L. 93-380) (in relation to education); (c) Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), 29 U.S.C. Section 794 et seq., and Title II of the Americans With Disabilities Act of 1990; (d) all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, all to

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the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance. This covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, and shall in any event, and without regard to technical classifications or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of, in favor of and enforceable by GRANTOR against GRANTEE, its successors and assigns, for the Property, or any part thereof. In the event of a breach of this covenant by GRANTEE or by its successors or assigns, GRANTOR, may, in addition to any right or remedy set forth in this agreement, avail itself of any remedy authorized by the violated statutes or regulations.

16. In the event title to the Property or any part thereof is reverted to the UNITED STATES OF AMERICA for noncompliance or is voluntarily reconveyed in lieu of reverter, GRANTEE, its successors or assigns, shall at the option of GRANTOR, be responsible for and be required to reimburse the UNITED STATES OF AMERICA for the decreased value thereof that is not the result of reasonable wear

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and tear, an act of God, or alterations and conversions made by the GRANTEE and approved by the GRANTOR, to adapt the Property to the educational use for which the Property was transferred. GRANTEE shall, in addition thereto, reimburse GRANTOR for damage it may sustain as a result of such noncompliance, including but not limited to costs incurred to recover title to or possession of the Property.

17. GRANTEE may seek abrogation of the conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed by:

- a. Obtaining the advance written consent of the GRANTOR; and
- b. Payment to the UNITED STATES OF AMERICA a sum of money equal to the fair market value of the property to be released from the conditions as of the effective date of the abrogation:
  - (1) multiplied by the percentage public benefit allowance granted at the time of conveyance, then
  - (2) divided by 360, and
  - (3) multiplied by the number of months, or any portion thereof, of the remaining period of restrictions to be abrogated.

18. GRANTEE, by acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part or interest thereof is at any time within the period of thirty (30) years from the date of this conveyance sold, leased, mortgaged, encumbered or otherwise disposed of or used for purposes other than those designated in condition subsequent number 1 above without the written consent of GRANTOR, all revenues therefrom and the reasonable value, as determined by GRANTOR, of any other benefits to GRANTEE deriving

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directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use, shall be considered to have been received and held in trust by GRANTEE for the UNITED STATES OF AMERICA and shall be subject to the direction and control of GRANTOR; but the provisions of this paragraph shall not impair or affect the rights reserved to GRANTOR under any other provision of this Deed.

19. GRANTEE, by the acceptance of this Deed, further covenants for itself, its successors and assigns, that at all times during the period that title to the Property is vested in GRANTEE subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, GRANTEE shall at its sole cost and expense keep and maintain the Property and the improvements thereon, including all buildings, structures and equipment at any time situate upon the Property, in good order, condition and repair, and free from any waste whatsoever.

20. GRANTOR expressly reserves from this conveyance all mineral rights in the Property to any and all minerals, including but not limited to oil, gas, coal, sulphur, sand or gravel. The listing of certain minerals shall not cause the doctrine of quod auctori non nocet to apply. Further, GRANTOR reserves the right to enter upon the PROPERTY to prospect for and produce such minerals. GRANTEE, its successors and assigns, shall not engage in, authorize, permit or suffer the extraction or production of any minerals from the Property without the written consent of GRANTOR. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself,

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its successors and assigns, that should an extraction or production of minerals on or under the described Property occur (i) it will hold all payments, bonuses, delayed rentals, or royalties in trust for GRANTOR, and will promptly pay such revenue to GRANTOR and (ii) that all net revenues and proceeds resulting from the extraction or production of any minerals including, but not limited to, oil, gas, coal or sulphur, sand or gravel, by GRANTEE, its successors and assigns, will be held in trust for and promptly paid to GRANTOR. Nothing herein shall be construed as authorizing the GRANTEE to engage in the extraction or production of minerals in, on, or under the Property.

21. GRANTEE, by acceptance of this Deed, covenants that, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry, all right, title, interest in and to the Property shall pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to enter thereon, and the GRANTEE, its successors and assigns, shall immediately and quietly quit possession thereof and forfeit all right, title, and interest in and to the Property in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, conveying all right, title and interest conveyed to it in this Deed except for encumbrances authorized and approved by the GRANTOR in writing as provided in condition subsequent number 2 of Paragraph 6 of this Deed.

22. GRANTEE further covenants to pay damages for any time period held over beyond the time period stated in a demand to quit possession of the Property at the fair market rental value plus

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reasonable attorneys fees and costs of the GRANTOR in securing the return of the Property.

23. If the GRANTEE, its successors or assigns, shall cause the Property and/or any improvements thereon to be insured against loss, damage or destruction, or if the GRANTOR requires such insurance while the Property is subject to conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed, and any such loss, damage or destruction shall occur during the period GRANTEE holds title to the Property subject to conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed, said insurance and all monies payable to GRANTEE, its successors or assigns, shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by GRANTEE for the purpose of repairing and restoring the Property to its former condition or replacing it with equivalent or more suitable facilities; or, if not so used, shall be paid to the Treasurer of the United States in an amount equal to the unamortized public benefit allowance of the Property multiplied by the current fair market value of the improvements lost, damaged or destroyed. If the Property is located in a floodplain, GRANTEE will, during the period it holds title subject to conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed, insure the Property and any machinery, equipment, fixtures, and furnishings contained therein against loss, damage, or destruction from flood, to the maximum limit of coverage made available with respect to the Property under Section 102 of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Proceeds of such insurance

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will be used as set forth above.

24. GRANTEE, by acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that GRANTOR (The United States) reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation or other corrective action, with such reservation including the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this Deed. Pursuant to this reservation, the United States and the State of California, and their respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to GRANTEE or the then owner and any authorized occupant of the Property) to enter upon the Property and conduct investigations and surveys, to include drillings, testpitting, borings, data and record compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities.

25. All covenants, conditions subsequent and restrictions contained in this Deed shall run with the land and be binding upon GRANTEE, its successors and assigns, to all or any part of the Property. All rights and powers reserved to GRANTOR by this Deed

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may be exercised by any successor in function to GRANTOR, and all references in this Deed to GRANTOR shall include its successor in function. All covenants and conditions subsequent contained herein are for the sole benefit of GRANTOR and may be modified or abrogated by it as provided in the Act.

V. SIGNATURES

TO INDICATE THEIR AGREEMENT to the provisions contained in this agreement, GRANTOR and GRANTEE have executed this document as of the date and year first above written.

UNITED STATES OF AMERICA  
Acting by and through the  
Secretary of Education  
GRANTOR:

By: *David S. Makola*  
David S. Makola  
Director, Real Property Group  
Office of Management  
U.S. Department of Education  
Washington, D.C.

ACCEPTANCE

The Adelanto District, acting through its Superintendent, GRANTEE, hereby accepts this Quitclaim Deed and accepts and agrees to all the terms, covenants, conditions subsequent, and restrictions contained therein.

ADELANTO SCHOOL DISTRICT  
GRANTEE:

By: *David R. Kincaid*  
David R. Kincaid  
Superintendent

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**ACKNOWLEDGMENTS**

WASHINGTON )  
DISTRICT OF COLUMBIA)

On this 22nd day of May, 1995, personally appeared before me, a Notary Public in and for the District of Columbia, David B. Hakola, Director, Real Property Group, Office of Management, U. S. Department of Education, acting for the United States of America and the Secretary of Education, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with the full authority and as the act and deed of the United States of America and the Secretary of Education.

IN WITNESS WHEREOF, I have set my hand and seal at Washington, D.C., on this 22nd day of May, 1995.

(Signed): *Henry Goldman*  
Notary Public

My Commission expires: August 31, 1998

SAN BERNARDINO COUNTY)  
STATE OF CALIFORNIA )

On this 9th day of June, 1995, personally appeared before me, a Notary Public in and for the State of California, David R. Kincaid, Superintendent, Adelanto School District, known to me to be the same person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with the full authority and as the act and deed of the Board of Trustees, Adelanto School District, Adelanto, San Bernardino County, California.

IN WITNESS WHEREOF, I have set my hand and seal on this the 9th day of June, 1995.

(Signed): *Joyce M. Ferran*  
Notary Public

My Commission expires: Nov. 12, 1998



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**EXHIBIT "A"**

**LEGAL DESCRIPTION OF ADELANTO SCHOOL DISTRICT  
SITE ON GEORGE AIR FORCE BASE**

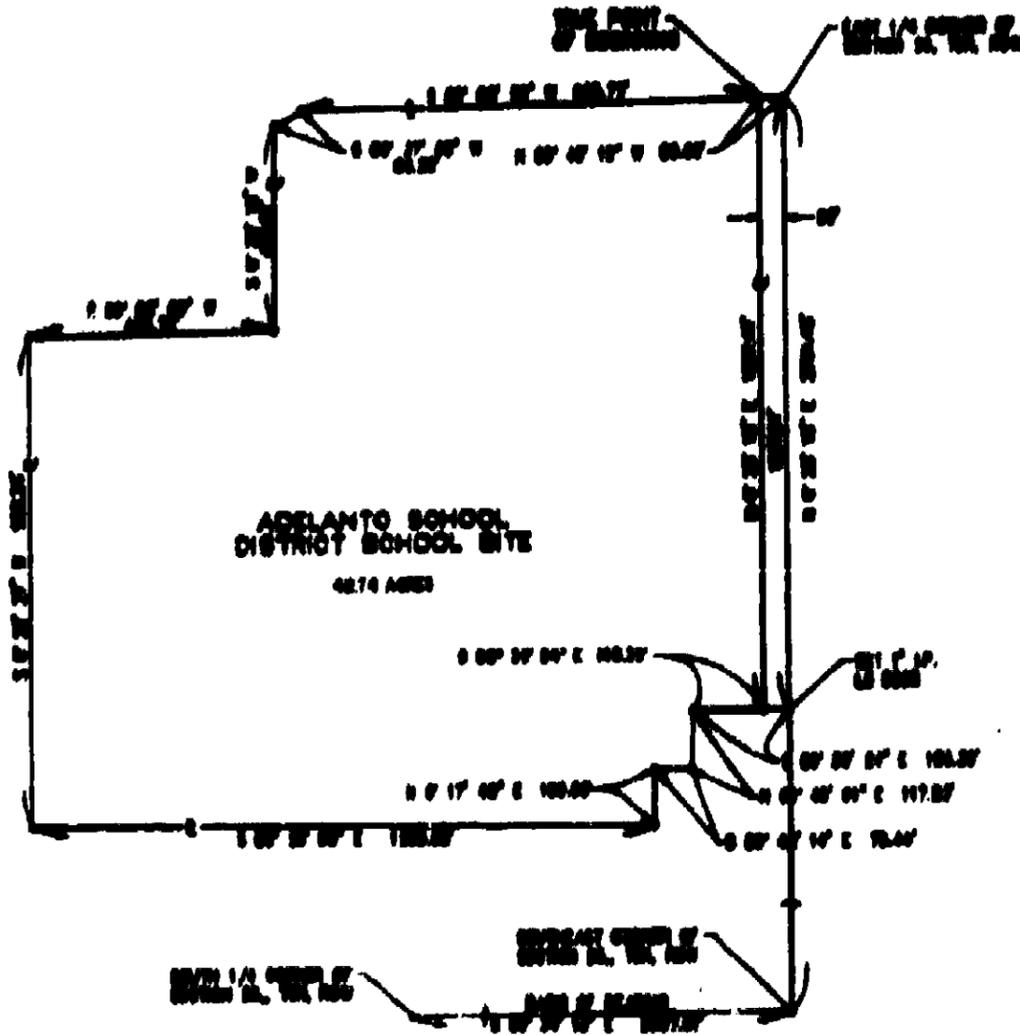
A parcel of land, lying within a portion of Section 26, Township 6 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California described as follows and as shown on Exhibit "B" a plat attached hereto and made a part hereof:

Beginning at the South 1/4 Corner of said Section 26; Thence South  $89^{\circ}34'18''$  East, 2687.61 feet to the southeast corner of said Section 26; Thence North  $0^{\circ}23'18''$  East, 2791.45 feet to the East 1/4 corner of said Section 26; Thence North  $89^{\circ}49'12''$  West, 90.00 feet to THE TRUE POINT OF BEGINNING; Thence South  $89^{\circ}08'50''$  West, 935.77 feet; Thence South  $60^{\circ}37'40''$  West, 63.35 feet; Thence South  $0^{\circ}20'18''$  West, 409.51 feet; Thence South  $89^{\circ}06'00''$  West, 499.72 feet; Thence South  $0^{\circ}22'27''$  West, 968.24 feet to a 5/8 inch diameter rebar with a yellow surveyor's cap marked LS 6205; Thence South  $89^{\circ}26'09''$  East, 1266.08 feet to a 5/8 inch diameter rebar with a yellow surveyor's cap marked LS 6205; Thence North  $0^{\circ}17'46''$  East, 109.69; Thence South  $89^{\circ}42'14''$  East, 75.44 feet; Thence North  $1^{\circ}46'01''$  East, 117.23 feet; Thence South  $89^{\circ}39'24''$  East, 145.39 feet to a point being 90 feet west of the east line of said Section 26; Thence North  $0^{\circ}23'18''$  East, 1217.47 feet to THE TRUE POINT OF BEGINNING.

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EXHIBIT "B"



**REVISIONS:**

- 01/10/00 100' 00" 00" E 100.00'
- 01/10/00 100' 00" 00" S
- 01/10/00 100' 00" 00" W
- 01/10/00 100' 00" 00" E 100.00'

GEORGE A. ...  
 No. 688

PREPARED BY  
**So & Associates  
 Engineers Inc.**  
 10000 BAYVIEW BL. • P.O. BOX 1118  
 (610) 241-7333 • FAX (610) 241-3001

**GEORGE AIR FORCE BASE**  
**ADLANTO SCHOOL DISTRICT**  
**SCHOOL SITE PLAT MAP**

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