

Recorded in Official Records, County of San Bernardino



**LARRY WALKER**  
Auditor/Controller - Recorder

5/24/2007  
2:14 PM  
SG

P Counter

Doc#: 2007-0314480



Titles: 1	Pages: 8
Fees	0.00
Taxes	0.00
Other	0.00
<b>PAID</b>	<b>00.00</b>

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

ADELANTO SCHOOL DISTRICT

AND WHEN RECORDED MAIL TO:

ADELANTO SCHOOL DISTRICT  
ATTN: FACILITIES DEPT.  
11824 Air Expressway  
Adelanto, CA 92301

Adelanto School District Fee Exemption # 061309

SPACE ABOVE FOR RECORDER'S USE ONLY

Deed of Voluntary Reconveyance

Title of Document

**THIS AREA FOR  
RECORDER'S  
USE ONLY**

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

**DEED OF VOLUNTARY RECONVEYANCE**

This DEED OF VOLUNTARY RECONVEYANCE is made this 18<sup>th</sup> day of April 2007, between the ADELANTO ELEMENTARY SCHOOL DISTRICT, Adelanto, California, having a principal office at 11824 Air Expressway in Adelanto, California ("GRANTOR"), and the UNITED STATES OF AMERICA, pursuant to § 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. § 550(c)), 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. § 3401 et seq.

**I. RECITALS**

1. On May 22, 1995, the UNITED STATES OF AMERICA, acting by and through the Secretary of Education, acting by and through David B. Hakola, Director, Real Property Group, Office of Management, U.S. Department of Education, conveyed certain real property located in the County of San Bernardino, State of California, known as Parcel E-1, George Air Force Base, and consisting of 42.74 acres of improved land ("Property") to GRANTOR, by Quitclaim Deed ("Deed"). The Deed was recorded on June 13, 1995 as document 19950203141 in the Official Records of San Bernardino County, California. The property is more particularly described in Exhibit A of the Deed.

2. The conveyance was made expressly subject to certain covenants and conditions subsequent contained in the Deed, which the GRANTOR expressly assumed and agreed to observe and perform, including provisions that require that the Property be used for educational purposes in accordance with a program and plan ("Plan") set forth in the applications of GRANTOR dated May 28, 1993; June 8, 1993 and June 9, 1993, which all had been approved by the Secretary of Education.

3. The Deed further provided that in the event of a breach of conditions set forth in the Deed, whether caused by the legal or other inability of the GRANTOR, its successors or assigns, to perform any of the obligations set forth, all right, title, and interest in and to the Property shall, at the option of the UNITED STATES OF AMERICA, revert to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right of entry thereon, and the GRANTOR, its successors or assigns, shall forfeit all right, title, and interest in and to the Property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging.

4. GRANTOR, unable to fully comply with its Plan on all the Property acquired and at the request of the City of Victorville and the Southern California Logistics Airport Authority, wishes to voluntarily reconvey an unimproved 8.336-acre portion of the Property to the UNITED STATES OF AMERICA and was authorized to execute this Deed of Voluntary Reconveyance agreement by a resolution of its Board of Trustees dated February 26, 2007. Notice of the proposed voluntary reconveyance has been provided to the Air Force Real Property Agency and on March 29, 2007, it interposed no objection thereto.

## II. AGREEMENT

5. In consideration of one dollar, the mutual agreements contained herein, other good and valuable consideration, the receipt of which is hereby acknowledged, and in performance of the agreements contained herein, GRANTOR grants and conveys an 8.336-acre Portion ("Portion") of said Property to the UNITED STATES OF AMERICA. The Portion is more particularly described as follows:

That certain parcel of land situated in the City of Victorville, County of San Bernardino, State of California, being that portion of Section 26, Township 6 North, Range 5 West, San Bernardino Meridian as shown on a map filed in Book 104, Page 65 of Records of

Survey in the Office of the County Recorder of said San Bernardino County, described as follows:

BEGINNING at the southwesterly corner of that certain parcel of land described in a Quitclaim Deed to the Adelanto School District recorded June 13, 1995 as Document No. 19950203141 of Official Records in said Office of the County Recorder; thence along the westerly line of said Deed North 00°22'49" East 257.20 feet; thence leaving said westerly line North 89°33'15" East 1232.70 feet to the beginning of a tangent curve concave northerly and having a radius of 1333.00 feet; thence along said curve easterly 259.06 feet through a central angle of 11°08'07" to the general easterly line of said Deed; thence non-tangent from said curve along the general easterly and southerly lines of said Deed through the following courses: South 00°23'40" West 80.91 feet; thence North 89°39'02" West 145.39 feet; thence South 01°46'23" West 117.22 feet; thence North 89°41'52" West 75.44 feet; thence South 00°18'08" West 109.69 feet; thence North 89°25'47" West 1266.08 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 8.336 Acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.

GRANTOR warrants that (i) it has not alienated, conveyed, or encumbered any interest in the Portion, (ii) on the date this instrument is executed and delivered, the above identified Portion is and shall be free and clear from any claim, demand, lien or any other encumbrance whatsoever made, done or suffered by GRANTOR or any other person or entity claiming under it, and as conveyed to GRANTOR under the DEED; and (iii) it hereby reconveys to the UNITED STATES OF AMERICA all right, title, and interest that it acquired in the said 8.336-acre Portion.

6. GRANTOR warrants that the 8.336-acre Portion is in good order, condition, and repair, and is free from any waste.

7. GRANTOR warrants and agrees that it shall provide protection to and maintenance of the 8.336-acre Portion at all times until such time as the title is actually returned to and accepted by the UNITED STATES OF AMERICA. Such protection and maintenance shall conform to the standards prescribed by the General Services Administration in FMR 102-75.545 (41 C.F.R. part 102-75) now in effect.

8. PROVIDED HOWEVER, that GRANTOR is not released from any other unexpired agreements, conditions subsequent, or covenants of the Deed, and GRANTOR by its execution and recordation of this DEED, reaffirms the unexpired agreements, conditions subsequent, and covenants as they pertain to the remaining property conveyed in the Deed and not returned herewith. Included specifically among the covenants that are not released are:

- (a) That covenant on page 7 of the Deed regarding compliance with airfield construction restrictions;
- (b) That covenant on page 11 of the Deed reserving all mineral rights; and
- (c) That covenant on page 14 of the Deed reserving a right of access for purposes of environmental investigation, remediation or other corrective action.

9. Except as provided in Paragraph 8 above, the UNITED STATES OF AMERICA, by its acceptance of this Deed of Voluntary Reconveyance agreement hereby releases GRANTOR from all of the obligations imposed by the Deed with respect to the 8.336-acre Portion. Nothing herein shall release the GRANTOR from all of the obligations imposed by the Deed as to the remaining 34.404 acres of the Property retained by the GRANTOR.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed on its behalf by its duly authorized officers and its seal affixed on this 18 day of April 2007.

ADELANTO ELEMENTARY SCHOOL DISTRICT  
GRANTOR

By:   
Christopher vanZee  
Superintendent

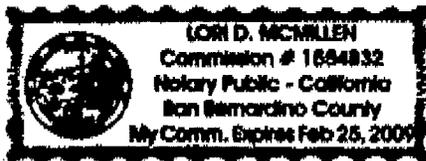
ACKNOWLEDGEMENT

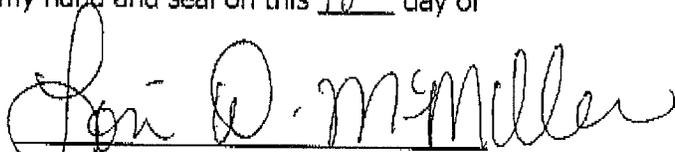
COUNTY OF SAN BERNARDINO

STATE OF CALIFORNIA

On this 18<sup>th</sup> day of April 2007, personally appeared before me, a Notary Public in and for the State of California, Christopher vanZee, who executed the foregoing instrument in his capacity as Superintendent, Adelanto Elementary School District, who acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Adelanto Elementary School District.

IN WITNESS WHEREOF, I have set my hand and seal on this 18<sup>th</sup> day of April 2007.



  
Notary Public

My Commission Expires: Feb. 25, 2009

Certificate of Government Acceptance

This is to certify that the Grantee hereby acknowledges delivery of this Deed of Voluntary Reconveyance, dated April 18, 2007, from the Adelanto Elementary School District to the United States of America. Pursuant to Title 40, U.S.C. §550(b) and (c), the Grantee accepts and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it. The Grantee consents to the recordation thereof by its duly authorized officer.

DATE: 22 May, 2007

THE UNITED STATES OF AMERICA

By: Dexter Cochnauer

Title: Senior Representative  
Air Force Real Property Agency

STATE OF CALIFORNIA

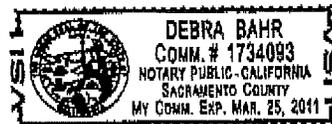
COUNTY OF SACRAMENTO

On 22 May 2007 before me, Debra Bahr, Notary Public  
(Name, Title of Officer)

Personally appeared Dexter Cochnauer  
Personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose Name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

DBa  
(Signature of Notary Public)



STATE OF California  
COUNTY OF San Bernardino

On 18th April 2007 before me, Lori D. McMillen Notary Public personally appeared  
Chris VanZee personally known to me (or proved to me on the basis of satisfactory evidence)  
(Date) (Name and title of person taking acknowledgment) (Name of person signing)

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

WITNESS my hand and official seal.

Lori D. McMillen  
Signature of Officer

