



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**



PUBLIC FINANCE AND INVESTMENTS
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 432
LOS ANGELES, CA 90012
TELEPHONE: (213) 974-2101 FAX: (213) 626-1812

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

October 3, 2002

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

The Board of Directors of the Los Angeles
County Public Works Financing Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ADOPTION OF THE LEASE TERMINATION AGREEMENTS IN CONNECTION
WITH TITLE RECONVEYANCE OF THE
COMPTON COURTHOUSE PROPERTY, EL MONTE COURTHOUSE PROPERTY,
INGLEWOOD COURTHOUSE PROPERTY AND MOBILE DIGITAL PROPERTY
(FIRST AND SECOND DISTRICTS – 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Adopt the Lease Termination Agreements providing for the reconveyance of the Compton Courthouse Property, El Monte Courthouse Property, Inglewood Courthouse Property and Mobile Digital Property and instruct the Chairman to sign.

ACTING AS THE BOARD OF DIRECTORS, IT IS RECOMMENDED THAT YOUR BOARD:

Adopt the Lease Termination Agreements providing for the reconveyance of the Compton Courthouse Property, El Monte Courthouse Property, Inglewood Courthouse Property and Mobile Digital Property and instruct the Chairman to sign.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 13, 1996, your Authority approved the issuance of the 1996 Master Refunding, Series A and Series B, Lease Revenue Refunding Bonds (the "Bonds") in the aggregate principal amount of \$452,405,000 to refund the nine issues described in Attachment I. Of the nine refunded issues, the following four have reached their final maturity and were paid in full:

<u>ISSUES</u>	<u>MATURITY DATE</u>
Compton Courthouse Facilities Revenue Bonds	October 1, 2000
Los Angeles County – El Monte Municipal Courthouse Building Corporation Leasehold Revenue Bonds	November 1, 2000
Inglewood Municipal Court Building and Parking Structure Revenue Bonds of 1975	December 1, 2000
Mobile Digital Certificates of Participation	July 15, 2001

It is the obligation of the Authority to turn over the facilities and any remaining assets of the Authority related to the matured projects to the County. In order to complete the administrative process of clearing the title records, we are requesting the execution of the following Lease Termination Agreement for each of the projects that have reached their final maturity and were paid in full on their respective maturity date. The termination agreements will be filed with the Registrar-Recorder and will provide official documentation that these transactions have concluded.

FISCAL IMPACT / FINANCING

None.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

Not Applicable.

The Honorable Board of Supervisors
October 3, 2002
Page 3

CONCLUSION

Upon approval, the Department will need two (2) stamped copies of the adopted Board Letter and one (1) originally executed copy of each adopted Lease Termination Agreement.

Respectfully Submitted,



MARK J. SALADINO
Treasurer and Tax Collector

MJS:DL:SVG

svg:Bd Ltr- Lease Term Agmt - 1996 Mstr 4a

Attachments (5)

c: Chief Administrative Officer
County Counsel
Auditor-Controller

ISSUES REFUNDED

- 1. Compton Courthouse Facilities**
2. Correctional Facilities I
 - Lynwood Regional Justice Center
 - Central Jail Expansion
- 3. El Monte Municipal Courthouse Building**
4. East Los Angeles Courthouse
5. Fire Command and Control System
- 6. Inglewood Municipal Courthouse and Parking Structure Facilities**
7. Martin Luther King, Jr. General Hospital Psychiatric Facility
- 8. Mobile Digital Communication System**
9. Multiple Capital Facilities Project I
 - Martin Luther King, Jr. General Hospital Parking Structure
 - Challenger Youth Memorial Center (formerly known as Mira Loma Boys Camp)
 - Lost Hills Sheriff Station

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Los Angeles
Treasurer and Tax Collector
Public Finance
500 W. Temple St., Room 437
Los Angeles, CA 90012
Attn.: Deborah Lindholm

(Space Above for Recorder's Use)

NO DOCUMENTARY TRANSFER TAX

This instrument is exempt pursuant to *Revenue and Taxation Code*
Section 11928 and *Government Code* Section 27383.

LEASE TERMINATION AGREEMENT

This **LEASE TERMINATION AGREEMENT**, dated as of _____, 2002 (this "Termination Agreement"), is made by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the "County"), and the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint exercise of powers entity, organized and existing under the laws of the State of California (the "Authority").

WHEREAS, the County, as Lessor, and the Authority, as Lessee, entered into a lease dated as of August 1, 1996 and entitled "Site Lease" (the "Site Lease"), which was recorded as Instrument No. 96-1427256 in the Official Records of the County of Los Angeles, State of California, with respect to identified properties including the real property identified in the Site Lease as the "Compton Courthouse Property" and described in Exhibit A attached hereto (hereinafter, the "Site"), for the purpose of securing the repayment of bonds of the Authority, as described below; and

WHEREAS, the Site Lease expressly provides that with respect to the Site, the Site Lease will end no later than October 1, 2000, unless other circumstances, not relevant here, occur; and

WHEREAS, the County, as Lessor and Sublessee, and the Authority, as Lessee and Sublessor, entered into a sublease dated as of August 1, 1996 and entitled "Lease and Option to Purchase" (the "Lease"), which was recorded as Instrument No. 96-1427257 in the Official Records of the County of Los Angeles, State of California, with respect to identified properties including the Site, for the purpose of securing the repayment of bonds of the Authority, as described below; and

WHEREAS, the Lease expressly provides that with respect to the Site, the Lease will end no later than October 1, 2000, unless other circumstances, not relevant here, occur; and

WHEREAS, the Lease Revenue Refunding Bonds, 1996 Series A and Series B (the "Bonds") were issued by the Authority to refund nine prior bonds issues, of which \$17,220,000 in then-outstanding principal amount of Compton Courthouse Facilities Revenue Bonds (the "Compton Courthouse Bonds") was refunded; and

WHEREAS, that portion of the Bonds relating to refunding the Compton Courthouse Bonds have been fully paid and retired as of October 1, 2000, the date the Site Lease and Lease both terminated with respect to the Site; and

WHEREAS, the County and the Authority have fulfilled their respective obligations under the Site Lease and Lease, as they relate to the Site, and the County and the Authority desire to evidence termination of the Site Lease and Lease as of October 1, 2000;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree and acknowledge as follows:

1. The Lease, and all rights and obligations of the County created thereunder and all rights and obligations of the Authority created thereunder, relative to the Site, terminated as of October 1, 2000 (the "Termination Date").
2. In accordance with the terms of the Site Lease, as of October 1, 2000, the Site Lease terminated and all right, title and interest of the Authority in and to the Site (as defined in the Site Lease) are reconveyed to the County without any further action of any kind.

3. The execution of this Lease Termination Agreement shall not be construed as a waiver by either party of their respective rights or remedies accruing with respect to the Site Lease and Lease prior to the Termination Date.

4. As of the date hereof, there exist no breaches or defaults under the Site Lease and Lease, and neither the County nor the Authority has any outstanding claims against the other or any other party with respect to the Lease, specifically as it relates to the Site.

IN WITNESS WHEREOF, the parties hereto the County and the Authority have executed, or caused their duly authorized representatives to execute, this Termination Agreement as of the date first above written.

[SEAL]

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors
County of Los Angeles

ATTEST:

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

By: _____
Deputy

**LOS ANGELES COUNTY
PUBLIC WORKS FINANCING AUTHORITY**

By: _____
Chairman of the Board of Directors

ATTEST:

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: 
Principal Deputy County Counsel

Assistant Secretary
SVG:ZU LeaseTermination – Compton Courthouse

**Certificate of the Executive Officer-Clerk
of the Board of Supervisors**

On this _____ day of _____, 2002, pursuant to Section 25103 of the *Government Code*, the undersigned, Executive Officer-Clerk of the Board of Supervisors certifies that on this date a copy of this document was delivered to the Chairman of the Board of Supervisors of the County of Los Angeles.

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

By: _____
Deputy

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

On _____, 2002, before me, _____, a Notary Public of the State of California, personally appeared _____, 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/she executed the same in his/her authorized capacity, and that by his/her 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.

Notary Public of the State of California

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

|
| ss.
|

On _____, 2002, before me, _____, a Notary Public of the State of California, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public of the State of California

EXHIBIT A

LEGAL DESCRIPTION OF COMPTON COURTHOUSE PROPERTY

LEGAL DESCRIPTION

THAT PORTION OF TOWN OF COMPTON, AND THOSE PORTIONS OF PALM STREET, ALMOND STREET AND LAUREL STREET, VACATED, IN THE CITY OF COMPTON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 11, PAGE(S) 68 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 4, BLOCK 2, SAID TOWN OF COMPTON; THENCE SOUTHERLY IN A DIRECT LINE TO THE NORTHEASTERLY CORNER OF LOT 4, BLOCK 6, SAID TOWN OF COMPTON; THENCE SOUTHERLY IN A DIRECT LINE TO THE SOUTHEASTERLY CORNER OF LOT 10, SAID LAST MENTIONED BLOCK; THENCE SOUTHERLY IN A DIRECT LINE TO THE NORTHEASTERLY CORNER OF LOT 4, BLOCK 10, SAID TOWN OF COMPTON; THENCE SOUTHERLY IN A DIRECT LINE TO THE SOUTHEASTERLY CORNER OF LOT 10, SAID LAST MENTIONED BLOCK; THENCE SOUTHERLY IN A DIRECT LINE TO THE NORTHEASTERLY CORNER OF LOT 4, BLOCK 14, SAID TOWN OF COMPTON; THENCE SOUTHERLY IN A DIRECT LINE TO THE INTERSECTION OF THE EASTERLY LINE OF LOT 10, SAID LAST MENTIONED BLOCK, WITH THE NORTHERLY LINE OF THE SOUTHERLY 37 FEET OF SAID LAST MENTIONED LOT; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF THE EASTERLY 36 FEET OF SAID LAST MENTIONED LOT; THENCE SOUTHWESTERLY IN A DIRECT LINE TO THE INTERSECTION OF THE WESTERLY LINE OF THE EASTERLY 61 FEET OF SAID LAST MENTIONED LOT WITH THE NORTHERLY LINE OF THE SOUTHERLY 20 FEET OF SAID LAST MENTIONED LOT; THENCE WESTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE AND ITS WESTERLY PROLONGATION TO A POINT DISTANT EASTERLY THEREON 25.00 FEET FROM THE EASTERLY LINE OF THE WESTERLY 15 FEET OF LOT 7, SAID LAST MENTIONED BLOCK; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN SAID LAST MENTIONED EASTERLY LINE DISTANT NORTHERLY THEREON 25.00 FEET FROM SAID WESTERLY PROLONGATION; THENCE NORTHERLY ALONG SAID LAST MENTIONED EASTERLY LINE AND ITS NORTHERLY PROLONGATION TO THE NORTHERLY LINE OF LOT 1, SAID LAST MENTIONED BLOCK; THENCE NORTHERLY IN A DIRECT LINE TO THE INTERSECTION OF THE SOUTHERLY LINE OF LOT 7, SAID BLOCK 10, WITH THE EASTERLY LINE OF THE WESTERLY 15 FEET OF SAID LAST MENTIONED LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED EASTERLY LINE AND ITS NORTHERLY PROLONGATION TO THE NORTHERLY LINE OF LOT 1, SAID LAST MENTIONED BLOCK; THENCE NORTHERLY IN A DIRECT LINE TO THE INTERSECTION OF THE SOUTHERLY LINE OF LOT 7, SAID BLOCK 6, WITH THE EASTERLY LINE OF THE WESTERLY 15 FEET OF SAID LAST MENTIONED LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED EASTERLY LINE AND ITS NORTHERLY PROLONGATION TO THE SOUTHERLY PROLONGATION OF THAT CERTAIN COURSE OF SOUTH 0° 48' 37" WEST 172.74 FEET IN THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PART B IN DEED TO CITY OF COMPTON, FOR ACACIA AVENUE, RECORDED AS DOCUMENT NO. 4889, ON FEBRUARY 13, 1974 IN BOOK D-6169 PAGE 59, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID RECORDER; THENCE NORTHERLY ALONG SAID SOUTHERLY PROLONGATION TO THE SOUTHERLY LINE OF LOT 1, SAID BLOCK 2; THENCE EASTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

EXCEPT FROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE WEST ONE-HALF OF LOT 3 IN BLOCK 10 OF SAID TOWN OF COMPTON, ALL OIL, GAS AND MINERALS LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE WITHOUT THE RIGHT OF SURFACE ENTRY, AS EXCEPTED BY ALBERT G. RUHL AND ELAINE J. RUHL, HUSBAND AND WIFE, AND LEON B. KENZY AND MARGARET J. KENZY, HUSBAND AND WIFE, IN DEED RECORDED JULY 10, 1967 AS INSTRUMENT NO. 978, IN BOOK D-3697 PAGE 226, OFFICIAL RECORDS.

LEGAL DESCRIPTION - PAGE 2

ALSO EXCEPT FROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE EAST ONE-HALF OF LOT 3 IN BLOCK 10 OF SAID TOWN OF COMPTON, ALL OIL, GAS AND MINERAL RIGHTS BELOW A DEPTH OF 500 FEET BENEATH THE SURFACE OF SAID LAND, BUT WITHOUT RIGHT OF ENTRY UPON THE SURFACE OR THE FIRST 500 FEET OF SAID LAND, AS RESERVED BY ALBERT G. RUHL AND ELAINE J. RUHL, HUSBAND AND WIFE, BY DEED RECORDED FEBRUARY 10, 1971 AS INSTRUMENT NO. 123.

ALSO EXCEPT FROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF LOTS 1 TO 4 INCLUSIVE AND 7 TO 10 INCLUSIVE, BLOCK 14 OF SAID TOWN OF COMPTON, ALL OF THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER THE ABOVE DESCRIBED REALTY PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN THE FOLLOWING INSTRUMENT:

1. INSTRUMENT NO. 65 RECORDED APRIL 17, 1974, IN BOOK D-6256 PAGE 878, OFFICIAL RECORDS, AS TO THE SOUTH 50 FEET OF LOT 1 AND THE SOUTH 58 FEET OF THE WEST ONE-HALF OF LOT 2.
2. INSTRUMENT NO. 164 RECORDED APRIL 12, 1974 IN BOOK D-6232 PAGE 232, OFFICIAL RECORDS, AS TO THE EAST ONE-HALF OF LOT 2.
3. INSTRUMENT NO. 34 RECORDED MARCH 18, 1974 IN BOOK D-6202 PAGE 141, OFFICIAL RECORDS, AS TO THE WEST ONE-HALF OF LOT 2, EXCEPT THE SOUTHERLY 50 FEET.
4. INSTRUMENT NO. 209 RECORDED MARCH 15, 1974 IN BOOK D-6200 PAGE 245, OFFICIAL RECORDS AS TO THE WEST ONE-HALF OF LOT 3.
5. INSTRUMENT NO. 124 RECORDED MARCH 28, 1974 IN BOOK D-6214 PAGE 449, OFFICIAL RECORDS, AS TO THE EAST 50 FEET OF LOT 4.
6. INSTRUMENT NO. 223 RECORDED JUNE 5, 1974 IN BOOK D-6295 PAGE 775, OFFICIAL RECORDS, AS TO THE WEST ONE-HALF OF LOT 4.
7. INSTRUMENT NO. 62 RECORDED JUNE 28, 1974 IN BOOK D-6325 PAGE 712, OFFICIAL RECORDS, AS TO LOT 7, EXCEPT THE SOUTH 120 FEET.
8. INSTRUMENT NO. 40 RECORDED MARCH 28, 1974 IN BOOK D-6214 PAGE 409, OFFICIAL RECORDS, AS THE SOUTHERLY 120 FEET OF LOT 7.
9. INSTRUMENT NO. 35 RECORDED JUNE 17, 1974 IN BOOK D-6311 PAGE 114, OFFICIAL RECORDS, AS TO LOT 8, EXCEPT THE EAST HALF.
10. INSTRUMENT NO. 62 RECORDED MAY 6, 1974 IN BOOK D-6260 PAGE 540, OFFICIAL RECORDS, AS TO THE EAST 50 FEET OF LOT 8 AND THE WESTERLY ONE-HALF OF LOT 9.
11. INSTRUMENT NO. 501 RECORDED APRIL 22, 1974 IN BOOK D-6242 PAGE 672, OFFICIAL RECORDS.
12. INSTRUMENT NO. 59 RECORDED MAY 6, 1974 IN BOOK D-6260 PAGE 449, OFFICIAL RECORDS, AS TO THE EASTERLY HALF OF LOT 10.

"COMPTON COURTHOUSE"

LEGAL DESCRIPTION - PAGE 3

ALSO EXCEPT THEREFROM ALL OIL, COAL, GAS, AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, BUT WITHOUT THE RIGHT TO ENTER UPON THE SURFACE THEREOF TO REMOVE OR RECOVER SAID SUBSTANCES, AS RESERVED BY GREAT WESTERN SAVINGS AND LOAN ASSOCIATION SUCCESSOR IN INTEREST TO EQUITABLE SAVINGS AND LOAN ASSOCIATION, A CORPORATION IN THE DEED RECORDED DECEMBER 31, 1970, IN BOOK D-4932 PAGE 1, OFFICIAL RECORDS, AS TO LOT 1, EXCEPT THE SOUTHERLY 50 FEET THEREOF.

ALSO FURTHER EXCEPT THEREFROM ALL OIL AND GAS IN AND UNDER SAID LAND AS CONVEYED TO J.E. MAXFIELD BY INSTRUMENT RECORDED MARCH 14, 1936 IN BOOK 14052 PAGE 59, OFFICIAL RECORDS, WITHOUT, HOWEVER ANY RIGHT TO ENTER THROUGH SURFACE, AS TO THE EAST 50 FEET OF LOT 3.

ALSO EXCEPT THEREFROM ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SUCH PROPERTY, GRANTOR, ITS SUCCESSORS AND ASSIGNS, RETAINING THE EXCLUSIVE TITLE AND RIGHT TO REMOVE SAID SUBSTANCES, TOGETHER WITH THE SOLE RIGHT TO NEGOTIATE AND CONCLUDE LEASES AND AGREEMENTS WITH RESPECT TO ALL SUCH SUBSTANCES, UNDER THE PROPERTY, AND TO USE THOSE PORTIONS OF THE PROPERTY WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF THE PROPERTY FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING, STORING AND/OR EXTRACTING SUCH SUBSTANCES FROM THE PROPERTY, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF THE PROPERTY OR TO USE THE PROPERTY OR ANY PORTION THEREOF ABOVE THE LEVEL OF THE AFORESAID PLANE, AS RESERVED BY COMMUNITY SAVINGS AND LOAN ASSOCIATION, A CALIFORNIA CORPORATION, BY DEED DATED JULY 23, 1969, RECORDED JULY 31, 1969, AS TO THE WESTERLY HALF OF LOT 10.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Los Angeles
Treasurer and Tax Collector
Public Finance
500 W. Temple St., Room 437
Los Angeles, CA 90012
Attn.: Deborah Lindholm

(Space Above for Recorder's Use)

NO DOCUMENTARY TRANSFER TAX

This instrument is exempt pursuant to *Revenue and Taxation Code*
Section 11928 and *Government Code* Section 27383.

LEASE TERMINATION AGREEMENT

This **LEASE TERMINATION AGREEMENT**, dated as of _____, 2002 (this "Termination Agreement"), is made by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the "County"), and the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint exercise of powers entity, organized and existing under the laws of the State of California (the "Authority").

WHEREAS, the County, as Lessor, and the Authority, as Lessee, entered into a lease dated as of August 1, 1996 and entitled "Site Lease" (the "Site Lease"), which was recorded as Instrument No. 96-1427256 in the Official Records of the County of Los Angeles, State of California, with respect to identified properties including the real property identified in the Site Lease as the "El Monte Courthouse Property" and described in Exhibit A attached hereto (hereinafter, the "Site"), for the purpose of securing the repayment of bonds of the Authority, as described below; and

WHEREAS, the Site Lease expressly provides that with respect to the Site, the Site Lease will end no later than November 1, 2000, unless other circumstances, not relevant here, occur; and

WHEREAS, the County, as Lessor and Sublessee, and the Authority, as Lessee and Sublessor, entered into a sublease dated as of August 1, 1996 and entitled "Lease and Option to Purchase" (the "Lease"), which was recorded as Instrument No. 96-1427257 in the Official Records of the County of Los Angeles, State of California, with respect to identified properties including the Site, for the purpose of securing the repayment of bonds of the Authority, as described below; and

WHEREAS, the Lease expressly provides that with respect to the Site, the Lease will end no later than November 1, 2000, unless other circumstances, not relevant here, occur; and

WHEREAS, the Lease Revenue Refunding Bonds, 1996 Series A and Series B (the "Bonds") were issued by the Authority to refund nine prior bonds issues, of which \$4,750,000 in then-outstanding principal amount of Los Angeles County – El Monte Municipal Courthouse Building Corporation Leasehold Revenue Bonds (the "El Monte Courthouse Bonds") was refunded; and

WHEREAS, that portion of the Bonds relating to refunding the El Monte Courthouse Bonds have been fully paid and retired as of November 1, 2000, the date the Site Lease and Lease both terminated with respect to the Site; and

WHEREAS, the County and the Authority have fulfilled their respective obligations under the Site Lease and Lease, as they relate to the Site, and the County and the Authority desire to evidence termination of the Site Lease and Lease as of November 1, 2000;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree and acknowledge as follows:

1. The Lease, and all rights and obligations of the County created thereunder and all rights and obligations of the Authority created thereunder, relative to the Site, terminated as of November 1, 2000 (the "Termination Date").
2. In accordance with the terms of the Site Lease, as of November 1, 2000, the Site Lease terminated and all right, title and interest of the Authority in and to the Site (as defined in the Site Lease) are reconveyed to the County without any further action of any kind.

3. The execution of this Lease Termination Agreement shall not be construed as a waiver by either party of their respective rights or remedies accruing with respect to the Site Lease and Lease prior to the Termination Date.

4. As of the date hereof, there exist no breaches or defaults under the Site Lease and Lease, and neither the County nor the Authority has any outstanding claims against the other or any other party with respect to the Lease, specifically as it relates to the Site.

IN WITNESS WHEREOF, the parties hereto the County and the Authority have executed, or caused their duly authorized representatives to execute, this Termination Agreement as of the date first above written.

[SEAL]

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors
County of Los Angeles

ATTEST:

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

By: _____
Deputy

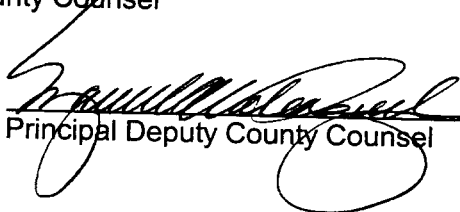
**LOS ANGELES COUNTY
PUBLIC WORKS FINANCING AUTHORITY**

By: _____
Chairman of the Board of Directors

ATTEST:

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

Assistant Secretary
SVG:ZU LeaseTermination – El Monte Courthouse

By: 
Principal Deputy County Counsel

**Certificate of the Executive Officer-Clerk
of the Board of Supervisors**

On this _____ day of _____, 2002, pursuant to Section 25103 of the *Government Code*, the undersigned, Executive Officer-Clerk of the Board of Supervisors certifies that on this date a copy of this document was delivered to the Chairman of the Board of Supervisors of the County of Los Angeles.

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

By: _____
Deputy

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

|
| ss.
|

On _____, 2002, before me, _____, a Notary Public of the State of California, personally appeared _____, 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/she executed the same in his/her authorized capacity, and that by his/her 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.

Notary Public of the State of California

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

|
| ss.
|

On _____, 2002, before me, _____, a Notary Public of the State of California, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public of the State of California

EXHIBIT A

LEGAL DESCRIPTION OF EL MONTE COURTHOUSE PROPERTY

"EL MONTE COURTHOUSE"

LEGAL DESCRIPTION

THAT PORTION OF LOT 123, TRACT NO. 2896, AS SHOWN ON MAP FILED IN BOOK 30, PAGE 82 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF LOS ANGELES, THAT PORTION OF TRACT NO. 2996, AS SHOWN ON MAP FILED IN BOOK 35, PAGE 72, OF SAID MAPS, THAT PORTION OF TRACT NO. 3745, AS SHOWN ON MAP FILED IN BOOK 41, PAGE 46, OF SAID MAPS, THAT PORTION OF FRACTIONAL SECTION 21, TOWNSHIP 1 SOUTH, RANGE 11 WEST, S.B.M., AND THAT PORTION OF RANCHO SAN FRANCISQUITO, AS SHOWN ON MAP RECORDED IN BOOK 1, PAGES 31 AND 32, OF PATENTS, IN THE OFFICE OF SAID RECORDER, ALL IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL NO. 1-29 IN LIS PENDENS RECORDED AS DOCUMENT NO. 3290, ON NOVEMBER 15, 1971, IN BOOK M3900, PAGE 503, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID RECORDER, WITH THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF PARCEL 2, AS SHOWN ON MAP FILED IN BOOK 6, PAGE 31, OF PARCEL MAPS, IN THE OFFICE OF SAID RECORDER; THENCE SOUTH $48^{\circ} 08' 55''$ EAST ALONG SAID NORTHWESTERLY PROLONGATION AND SAID NORTHEASTERLY LINE 812.27 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHEASTERLY, SOUTHERLY AND NORTHWESTERLY LINES OF SAID PARCEL, THE FOLLOWING: SOUTH $30^{\circ} 59' 12''$ WEST 295.03 FEET; SOUTH $89^{\circ} 44' 11''$ WEST 80.13 FEET AND NORTH $31^{\circ} 07' 57''$ EAST 45.68 FEET TO A LINE PARALLEL WITH AND 50 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF SAID TRACT NO. 3745; THENCE NORTH $48^{\circ} 10' 17''$ WEST ALONG SAID PARALLEL LINE 370.56 FEET TO A LINE PARALLEL WITH AND 50 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF SAID TRACT NO. 2996; THENCE NORTH $47^{\circ} 36' 01''$ WEST ALONG SAID LAST MENTIONED PARALLEL LINE 358.71 FEET TO THAT CERTAIN COURSE OF NORTH $89^{\circ} 53' 55''$ EAST 75.00 FEET IN THE NORTHERLY BOUNDARY OF PARCEL 1, AS SHOWN ON SAID LAST MENTIONED MAP; THENCE SOUTH $89^{\circ} 56' 11''$ WEST ALONG SAID CERTAIN COURSE 1.15 FEET TO THE WESTERLY TERMINUS THEREOF; THENCE NORTH $24^{\circ} 32' 09''$ WEST ALONG THE SOUTHWESTERLY LINE OF SAID CERTAIN PARCEL OF LAND 239.06 FEET TO THAT CERTAIN COURSE OF NORTH $81^{\circ} 43' 45''$ EAST 323.28 FEET IN THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 5 IN DEED TO CITY OF EL MONTE, FOR RAMONA BOULEVARD (FORMERLY COLUMBIA STREET), RECORDED AS DOCUMENT NO. 3401, ON SEPTEMBER 7, 1956 IN BOOK 52235, PAGE 324, OF SAID OFFICIAL RECORDS; THENCE NORTH $81^{\circ} 43' 34''$ EAST ALONG SAID LAST MENTIONED CERTAIN COURSE 72.81 FEET TO THE EASTERLY TERMINUS THEREOF; THENCE EASTERLY ALONG THAT CERTAIN 561.42 FOOT RADIUS CURVE IN SAID SOUTHERLY BOUNDARY 125.65 FEET TO SAID EASTERLY PROLONGATION; THENCE NORTH $81^{\circ} 43' 34''$ EAST ALONG SAID EASTERLY PROLONGATION 51.95 FEET TO THE POINT OF BEGINNING.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Los Angeles
Treasurer and Tax Collector
Public Finance
500 W. Temple St., Room 437
Los Angeles, CA 90012
Attn.: Deborah Lindholm

(Space Above for Recorder's Use)

NO DOCUMENTARY TRANSFER TAX

This instrument is exempt pursuant to *Revenue and Taxation Code*
Section 11928 and *Government Code* Section 27383.

LEASE TERMINATION AGREEMENT

This **LEASE TERMINATION AGREEMENT**, dated as of _____, 2002 (this "Termination Agreement"), is made by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the "County"), and the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint exercise of powers entity, organized and existing under the laws of the State of California (the "Authority").

WHEREAS, the County, as Lessor, and the Authority, as Lessee, entered into a lease dated as of August 1, 1996 and entitled "Site Lease" (the "Site Lease"), which was recorded as Instrument No. 96-1427256 in the Official Records of the County of Los Angeles, State of California, with respect to identified properties including the real property identified in the Site Lease as the "Inglewood Courthouse Property" and described in Exhibit A attached hereto (hereinafter, the "Site"), for the purpose of securing the repayment of bonds of the Authority, as described below; and

WHEREAS, the Site Lease expressly provides that with respect to the Site, the Site Lease will end no later than December 1, 2000, unless other circumstances, not relevant here, occur; and

WHEREAS, the County, as Lessor and Sublessee, and the Authority, as Lessee and Sublessor, entered into a sublease dated as of August 1, 1996 and entitled "Lease and Option to Purchase" (the "Lease"), which was recorded as Instrument No. 96-1427257 in the Official Records of the County of Los Angeles, State of California, with respect to identified properties including the Site, for the purpose of securing the repayment of bonds of the Authority, as described below; and

WHEREAS, the Lease expressly provides that with respect to the Site, the Lease will end no later than December 1, 2000, unless other circumstances, not relevant here, occur; and

WHEREAS, the Lease Revenue Refunding Bonds, 1996 Series A and Series B (the "Bonds") were issued by the Authority to refund nine prior bonds issues, of which \$8,575,000 in then-outstanding principal amount of Inglewood Municipal Court Building and Parking Structure Revenue Bonds of 1975 (the "Inglewood Courthouse Bonds") was refunded; and

WHEREAS, that portion of the Bonds relating to refunding the Inglewood Courthouse Bonds have been fully paid and retired as of December 1, 2000, the date the Site Lease and Lease both terminated with respect to the Site; and

WHEREAS, the County and the Authority have fulfilled their respective obligations under the Site Lease and Lease, as they relate to the Site, and the County and the Authority desire to evidence termination of the Site Lease and Lease as of December 1, 2000;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree and acknowledge as follows:

1. The Lease, and all rights and obligations of the County created thereunder and all rights and obligations of the Authority created thereunder, relative to the Site, terminated as of December 1, 2000 (the "Termination Date").
2. In accordance with the terms of the Site Lease, as of December 1, 2000, the Site Lease terminated and all right, title and interest of the Authority in and to the Site (as defined in the Site Lease) are reconveyed to the County without any further action of any kind.

3. The execution of this Lease Termination Agreement shall not be construed as a waiver by either party of their respective rights or remedies accruing with respect to the Site Lease and Lease prior to the Termination Date.

4. As of the date hereof, there exist no breaches or defaults under the Site Lease and Lease, and neither the County nor the Authority has any outstanding claims against the other or any other party with respect to the Lease, specifically as it relates to the Site.

IN WITNESS WHEREOF, the parties hereto the County and the Authority have executed, or caused their duly authorized representatives to execute, this Termination Agreement as of the date first above written.

[SEAL]

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors
County of Los Angeles

ATTEST:

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

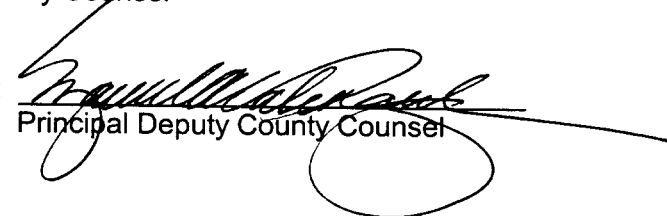
By: _____
Deputy

**LOS ANGELES COUNTY
PUBLIC WORKS FINANCING AUTHORITY**

By: _____
Chairman of the Board of Directors

ATTEST:

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: 
Principal Deputy County Counsel

Assistant Secretary
SVG:ZU LeaseTermination – Inglewood Courthouse

**Certificate of the Executive Officer-Clerk
of the Board of Supervisors**

On this _____ day of _____, 2002, pursuant to Section 25103 of the *Government Code*, the undersigned, Executive Officer-Clerk of the Board of Supervisors certifies that on this date a copy of this document was delivered to the Chairman of the Board of Supervisors of the County of Los Angeles.

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

By: _____
Deputy

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

On _____, 2002, before me, _____, a Notary Public of the State of California, personally appeared _____, 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/she executed the same in his/her authorized capacity, and that by his/her 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.

Notary Public of the State of California

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

|
| ss.
|

On _____, 2002, before me, _____, a Notary Public of the State of California, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public of the State of California

EXHIBIT A

LEGAL DESCRIPTION OF INGLEWOOD COURTHOUSE PROPERTY

LEGAL DESCRIPTION

PART A:

THAT PORTION OF TRACT NO. 743, AS SHOWN ON MAP FILED IN BOOK 15, PAGE(S) 191 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, THAT PORTION OF TRACT NO. 7869, AS SHOWN ON MAP FILED IN BOOK 111 PAGES 31, 32, AND 33 OF SAID MAPS, THOSE PORTIONS OF BLOCKS 204 AND 304, TOWNSITE OF INGLEWOOD, AS SHOWN ON MAP RECORDED IN BOOK 34 PAGES 19 TO 36 INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF SAID RECORDER, AND THOSE PORTIONS OF GREVILLEA AVENUE AND FLORENCE AVENUE, FORMERLY ORCHARD STREET, AS SHOWN ON SAID LAST MENTIONED MAP, ALL IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE INTERSECTION OF A LINE PARALLEL WITH AND 40 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF LOT B, BLOCK 204, RESUBDIVISION OF A PART OF THE TOWNSITE OF INGLEWOOD, AS SHOWN ON MAP RECORDED IN BOOK 43, PAGES 83 AND 84, OF SAID MISCELLANEOUS RECORDS, WITH A LINE PARALLEL WITH AND 40 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE MOST WESTERLY LINE OF SAID LOT; THENCE NORTH $0^{\circ} 34' 55''$ WEST ALONG SAID LAST MENTIONED PARALLEL LINE 326.14 FEET; THENCE SOUTH $84^{\circ} 45' 55''$ EAST 729.97 FEET; THENCE SOUTH $2^{\circ} 29' 45''$ EAST 28.73 FEET TO A POINT HEREBY DESIGNATED POINT "A"; THENCE NORTH $2^{\circ} 29' 45''$ WEST 28.73 FEET; THENCE NORTH $84^{\circ} 45' 55''$ WEST 468.56 FEET TO A LINE PARALLEL WITH AND 20 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID LOT, THENCE SOUTH $0^{\circ} 33' 53''$ EAST ALONG SAID LAST MENTIONED PARALLEL LINE 42.61 FEET TO A POINT, SAID LAST MENTIONED POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1252.97 FEET, A RADIAL OF SAID CURVE TO SAID LAST MENTIONED POINT BEARS NORTH $8^{\circ} 18' 45''$ EAST, SAID LAST MENTIONED POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $1^{\circ} 57' 58''$ A DISTANCE OF 43.00 FEET; THENCE SOUTH $79^{\circ} 43' 17''$ EAST TANGENT TO SAID CURVE 9.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1586.31 FEET; THENCE EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $12^{\circ} 44' 42''$ A DISTANCE OF 352.86 FEET; THENCE NORTH $87^{\circ} 32' 01''$ EAST TANGENT TO SAID LAST MENTIONED CURVE 9.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1440.73 FEET AND WHICH PASSES THROUGH SAID POINT "A"; THENCE EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $2^{\circ} 13' 04''$ A DISTANCE OF 55.76 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1248.51 FEET; THENCE EASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF $9^{\circ} 00' 08''$ A DISTANCE OF 196.16 FEET TO THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN RESOLUTION NO. 3694 VACATING A PORTION OF GREVILLEA AVENUE, RECORDED DOCUMENT NO. 3720, ON FEBRUARY 11, 1955 IN BOOK 46893 PAGE 344, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID RECORDER; THENCE NORTH $80^{\circ} 38' 56''$ EAST ALONG SAID NORTHERLY LINE 19.26 FEET TO THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 5, SAID TRACT NO. 7869; THENCE SOUTH $40^{\circ} 13' 25''$ EAST ALONG SAID NORTHWESTERLY PROLONGATION AND SAID NORTHEASTERLY LINE 138.28 FEET TO THE MOST NORTHERLY CORNER OF LOT 9, SAID BLOCK 304; THENCE SOUTH $0^{\circ} 34' 30''$ EAST ALONG THE EASTERLY LINE OF SAID LAST MENTIONED LOT A DISTANCE OF 108.30 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAST MENTIONED LOT; THENCE SOUTH $89^{\circ} 26' 10''$ WEST ALONG THE SOUTHERLY LINE, AND ITS WESTERLY

LEGAL DESCRIPTION - PAGE 2

PROLONGATION, OF SAID LAST MENTIONED LOT A DISTANCE OF 295.90 FEET TO THE EASTERLY PROLONGATION OF SAID FIRST MENTIONED SOUTHERLY LINE; THENCE SOUTH 89° 20' 00" WEST ALONG SAID EASTERLY PROLONGATION 473.23 FEET TO SAID LAST MENTIONED PARALLEL LINE; THENCE NORTH 0° 33' 53" WEST ALONG SAID LAST MENTIONED PARALLEL LINE 216.64 FEET TO SAID TRUE POINT OF BEGINNING.

REFERENCE IS HEREBY MADE THE COUNTY SURVEYOR'S MAP NO. B-5238, ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF THE COUNTY OF LOS ANGELES.

TOGETHER WITH AN EASEMENT FOR BUILDING FOUNDATIONS AND INCIDENTAL PURPOSES OVER THE FOLLOWING DESCRIBED PARTS B AND C:

PART B:

THAT PORTION OF ABOVE MENTIONED TRACT NO. 743, AND THOSE PORTIONS OF ABOVE MENTIONED GREVILLEA AVENUE AND FLORENCE AVENUE, IN ABOVE MENTIONED CITY OF INGLEWOOD, WITHIN A STRIP OF LAND 2.82 FEET WIDE, THE SOUTHERLY BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE 1586.31 FOOT RADIUS CURVE IN THE NORTHERLY BOUNDARY OF ABOVE DESCRIBED PART A, DISTANT EASTERLY THEREON 223.77 FEET FROM THE WESTERLY TERMINUS OF SAID CURVE; THENCE EASTERLY ALONG SAID NORTHERLY BOUNDARY 144.55 FEET.

EXCEPTING FROM SAID PART B THAT PORTION THEREOF WHICH LIES BELOW A PLANE HAVING AN ELEVATION OF 101.50 FEET BASED ON B.M. 28-12, WHICH HAS AN ELEVATION OF 114.52 FEET, BEING A BRASS CUP MONUMENT MARKED "U.S. GEOLOGICAL SURVEY-16 1922-RESET 1946," DESCRIBED IN FIELD BOOK 1589 PAGE 256 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF THE COUNTY OF LOS ANGELES.

PART C:

THAT PORTION OF ABOVE MENTIONED GREVILLEA AVENUE, AND THAT PORTION OF REGENT STREET, AS SHOWN ON ABOVE MENTIONED MAP OF TOWNSITE OF INGLEWOOD IN ABOVE MENTIONED CITY OF INGLEWOOD, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE INTERSECTION OF A LINE PARALLEL WITH AND 20 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF ABOVE MENTIONED LOT B WITH THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT B; THENCE NORTH 89° 20' 00" EAST ALONG SAID EASTERLY PROLONGATION 212.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 20' 00" EAST ALONG SAID EASTERLY PROLONGATION 260.35 FEET TO THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF ABOVE MENTIONED LOT 9; THENCE NORTH 89° 26' 10" EAST ALONG SAID WESTERLY PROLONGATION 127.32 FEET; THENCE SOUTH 0° 40' 00" EAST 7.02 FEET; THENCE SOUTH 89° 20' 00" WEST 387.67 FEET TO A LINE WHICH BEARS NORTH 0° 40' 00" WEST AND WHICH PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE NORTH 0° 40' 00" WEST 7.25 FEET TO SAID TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION - PAGE 3

EXCEPTING FROM SAID PART C THAT PORTION THEREOF WHICH LIES BELOW A PLANE HAVING AN ELEVATION OF 101.50 FEET BASED ON ABOVE MENTIONED B.M. 28-12, WHICH HAS AN ELEVATION OF 114.52 FEET.

ALSO TOGETHER WITH AN EASEMENT FOR BUILDING OVERHANG AND PROJECTION ABOVE THE FIRST FLOOR OVER THE FOLLOWING DESCRIBED PART D:

PART D:

THOSE PORTIONS OF ABOVE MENTIONED GREVILLEA AVENUE AND REGENT STREET, IN ABOVE MENTIONED CITY OF INGLEWOOD, WITHIN A STRIP OF LAND 12 FEET WIDE, THE NORTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY OF ABOVE DESCRIBED PART C, DISTANT EASTERLY THEREON 44.25 FEET FROM THE NORTHWESTERLY CORNER OF SAID PART C; THENCE EASTERLY ALONG SAID NORTHERLY BOUNDARY 178.00 FEET.

EXCEPTING FROM SAID PART D THAT PORTION THEREOF WHICH LIES BELOW A PLANE HAVING AN ELEVATION OF 135.50 FEET BASED ON ABOVE MENTIONED B.M. 28-12, WHICH HAS AN ELEVATION OF 114.52 FEET.

ALSO TOGETHER WITH AN EASEMENT FOR BUILDING WALL PROJECTION OVER THE FOLLOWING DESCRIBED PART E:

PART E:

THAT PORTION OF ABOVE MENTIONED REGENT STREET, IN ABOVE MENTIONED CITY OF INGLEWOOD, WITHIN A STRIP OF LAND 3 FEET WIDE, THE NORTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY OF ABOVE DESCRIBED PART C, DISTANT EASTERLY THEREON 64.75 FEET FROM THE NORTHWESTERLY CORNER OF SAID PART C; THENCE EASTERLY ALONG SAID NORTHERLY BOUNDARY 137.00 FEET.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Los Angeles
Treasurer and Tax Collector
Public Finance
500 W. Temple St., Room 437
Los Angeles, CA 90012
Attn.: Deborah Lindholm

(Space Above for Recorder's Use)

NO DOCUMENTARY TRANSFER TAX

This instrument is exempt pursuant to *Revenue and Taxation Code*
Section 11928 and *Government Code* Section 27383.

LEASE TERMINATION AGREEMENT

This **LEASE TERMINATION AGREEMENT**, dated as of _____, 2002 (this "Termination Agreement"), is made by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the "County"), and the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint exercise of powers entity, organized and existing under the laws of the State of California (the "Authority").

WHEREAS, the County, as Lessor, and the Authority, as Lessee, entered into a lease dated as of August 1, 1996 and entitled "Site Lease" (the "Site Lease"), which was recorded as Instrument No. 96-1427256 in the Official Records of the County of Los Angeles, State of California, with respect to identified properties including the real property identified in the Site Lease as the "Mobile Digital Property" and described in Exhibit A attached hereto (hereinafter, the "Site"), for the purpose of securing the repayment of bonds of the Authority, as described below; and

WHEREAS, the Site Lease expressly provides that with respect to the Site, the Site Lease will end no later than July 15, 2001, unless other circumstances, not relevant here, occur; and

WHEREAS, the County, as Lessor and Sublessee, and the Authority, as Lessee and Sublessor, entered into a sublease dated as of August 1, 1996 and entitled "Lease and Option to Purchase" (the "Lease"), which was recorded as Instrument No. 96-1427257 in the Official Records of the County of Los Angeles, State of California, with respect to identified properties including the Site, for the purpose of securing the repayment of bonds of the Authority, as described below; and

WHEREAS, the Lease expressly provides that with respect to the Site, the Lease will end no later than July 15, 2001, unless other circumstances, not relevant here, occur; and

WHEREAS, the Lease Revenue Refunding Bonds, 1996 Series A and Series B (the "Bonds") were issued by the Authority to refund nine prior bonds issues, of which \$30,245,000 in then-outstanding principal amount of Certificates of Participation (1986 Mobile Digital Communications System Project) (the "Mobile Digital Certificates") was refunded; and

WHEREAS, that portion of the Bonds relating to refunding the Mobile Digital Certificates have been fully paid and retired as of July 15, 2001, the date the Site Lease and Lease both terminated with respect to the Site; and

WHEREAS, the County and the Authority have fulfilled their respective obligations under the Site Lease and Lease, as they relate to the Site, and the County and the Authority desire to evidence termination of the Site Lease and Lease as of July 15, 2001;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree and acknowledge as follows:

1. The Lease, and all rights and obligations of the County created thereunder and all rights and obligations of the Authority created thereunder, relative to the Site, terminated as of July 15, 2001 (the "Termination Date").
2. In accordance with the terms of the Site Lease, as of July 15, 2001, the Site Lease terminated and all right, title and interest of the Authority in and to the Site (as defined in the Site Lease) are reconveyed to the County without any further action of any kind.

3. The execution of this Lease Termination Agreement shall not be construed as a waiver by either party of their respective rights or remedies accruing with respect to the Site Lease and Lease prior to the Termination Date.

4. As of the date hereof, there exist no breaches or defaults under the Site Lease and Lease, and neither the County nor the Authority has any outstanding claims against the other or any other party with respect to the Lease, specifically as it relates to the Site.

IN WITNESS WHEREOF, the parties hereto the County and the Authority have executed, or caused their duly authorized representatives to execute, this Termination Agreement as of the date first above written.

[SEAL]

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors
County of Los Angeles

ATTEST:

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

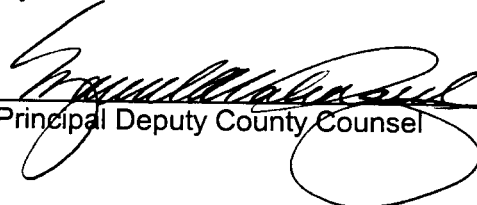
By: _____
Deputy

**LOS ANGELES COUNTY
PUBLIC WORKS FINANCING AUTHORITY**

By: _____
Chairman of the Board of Directors

ATTEST:

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: 
Principal Deputy County Counsel

Assistant Secretary
SVG:ZU Lease Termination – Mobile Digital

**Certificate of the Executive Officer-Clerk
of the Board of Supervisors**

On this _____ day of _____, 2002, pursuant to Section 25103 of the *Government Code*, the undersigned, Executive Officer-Clerk of the Board of Supervisors certifies that on this date a copy of this document was delivered to the Chairman of the Board of Supervisors of the County of Los Angeles.

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

By: _____
Deputy

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

On _____, 2002, before me, _____, a Notary Public of the State of California, personally appeared _____, 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/she executed the same in his/her authorized capacity, and that by his/her 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.

Notary Public of the State of California

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

On _____, 2002, before me, _____, a Notary Public of the State of California, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public of the State of California

EXHIBIT A

LEGAL DESCRIPTION OF MOBILE DIGITAL PROPERTY

"MOBIL DIGITAL"
LEGAL DESCRIPTION

ORDER NO. 5095351-67

PARCEL 1:

PARCEL 20, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON LOS ANGELES COUNTY ASSESSOR'S MAP NO. 94, RECORDED IN BOOK 1 PAGE(S) 77 TO 80 OF ASSESSOR'S MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF BLOCK D, OF TRACT NO. 13146, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 267, PAGE(S) 28 OF MAPS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF THE COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE OF NORTH 76° 28' 40" WEST 208.06 FEET IN THE NORTHERLY BOUNDARY OF SAID BLOCK; THENCE SOUTH 76° 33' 49" EAST ALONG SAID CERTAIN COURSE 208.06 FEET TO THE EASTERLY TERMINUS THEREOF; THENCE SOUTH 13° 26' 11" WEST 144.42 FEET; THENCE NORTH 76° 33' 49" WEST 103.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88° 40' 46" EAST 175.25 FEET; THENCE SOUTH 1° 19' 14" EAST 239.50 FEET; THENCE SOUTH 88° 40' 46" WEST 175.25 FEET THENCE NORTH 1° 19' 14" WEST 239.50 FEET TO SAID TRUE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF BLOCK "D" OF TRACT NO. 13146, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 267, PAGE(S) 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE LAND AS SECOND DESCRIBED IN THE DEED TO THE BOARD OF RETIREMENT OF THE LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION, RECORDED JUNE 30, 1970 AS INSTRUMENT NO. 3817 IN BOOK D-4757 PAGE 473 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARIES OF SAID BLOCK "D", AS FOLLOWS: SOUTH 9° 50' 00" WEST 515.80 FEET, SOUTH 14° 35' 04" WEST 103.00 FEET, NORTH 74° 36' 24" WEST 86.27 FEET, SOUTHERLY ALONG A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 985.00 FEET, THROUGH A CENTRAL ANGLE OF 8° 13' 26", AN ARC DISTANCE OF 141.38 FEET AND SOUTH 7° 04' 30" WEST 774.14 FEET; THENCE SOUTH 11° 58' 11" EAST 76.43 FEET; THENCE SOUTH 86° 57' 00" EAST TO THE SOUTHWEST CORNER OF THE LAND AS DESCRIBED IN THE QUITCLAIM DEED TO CALIFORNIA WATER SERVICE COMPANY, RECORDED APRIL 27, 1967 AS INSTRUMENT NO. 658 IN BOOK D-3625 PAGE 816 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHERLY, NORTHEASTERLY AND SOUTHERLY ALONG THE WESTERLY, NORTHERLY AND EASTERLY LINE OF SAID QUITCLAIM DEED TO CALIFORNIA WATER SERVICE COMPANY TO THE EASTERLY BOUNDARY OF SAID BLOCK "D"; THENCE NORTHERLY ALONG SAID EASTERLY BOUNDARY TO THE SOUTHEAST CORNER OF SAID HEREBINABOVE MENTIONED DEED TO THE BOARD OF RETIREMENT OF THE LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID HEREINABOVE MENTIONED DEED TO THE BOARD OF RETIREMENT OF THE LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION, TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - PAGE 2

PARCEL 4:

THOSE PORTIONS OF BLOCKS D AND E, TRACT NO. 13146, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 267 PAGE 28, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AND THOSE PORTIONS OF RAMOOZ DRIVE, NOW VACATED, AS SHOWN ON SAID LAST MENTIONED MAP, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN 960 FOOT RADIUS CURVE IN THE SOUTHEASTERLY BOUNDARY OF LOT 9 SAID TRACT NO. 6213; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE NORTHEASTERLY AND NORTHERLY CONTINUATION OF SAID CERTAIN CURVE TO THE SOUTHERLY CORNER OF LOT 7, SAID LAST MENTIONED TRACT; THENCE NORTHERLY ALONG THE EASTERLY LINES OF LOTS 7, 6, 5, 4, 3 AND 2, SAID LAST MENTIONED TRACT, TO THE NORTHEASTERLY CORNER OF SAID LOT 2, SAID NORTHEASTERLY CORNER ALSO BEING A POINT IN THE EASTERLY BOUNDARY OF SAID BLOCK E; THENCE NORTHERLY, NORTHWESTERLY, WESTERLY AND SOUTHERLY ALONG THE EASTERLY, NORTHEASTERLY, NORTHERLY AND WESTERLY BOUNDARIES OF SAID BLOCK E AND FOLLOWING THE SAME IN ALL ITS VARIOUS COURSES AND CURVES TO THE WESTERLY CORNER OF LOT 140, SAID LAST MENTIONED TRACT; THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY CONTINUATION OF THE CURVED SOUTHWESTERLY BOUNDARY OF SAID LAST MENTIONED LOT TO THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 174, SAID LAST MENTIONED TRACT; THENCE WESTERLY ALONG SAID EASTERLY PROLONGATION TO THE NORTHEASTERLY CORNER OF SAID LAST MENTIONED LOT, SAID NORTHEASTERLY CORNER ALSO BEING THE NORTHEASTERLY CORNER OF SAID BLOCK D; THENCE WESTERLY AND SOUTHERLY ALONG THE NORTHERLY AND WESTERLY BOUNDARIES OF SAID LAST MENTIONED BLOCK TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE OF NORTH 11° 15' 12" EAST 130.20 FEET IN SAID WESTERLY BOUNDARY; THENCE SOUTH 9° 50' 00" WEST ALONG SAID WESTERLY BOUNDARY 8.52 FEET; THENCE SOUTH 74° 10' 00" EAST TO THE SOUTHEASTERLY BOUNDARY OF SAID BLOCK E; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE SOUTHEASTERLY AND EASTERLY BOUNDARIES OF SAID BLOCK E TO THE POINT OF BEGINNING, AND ALSO EXCEPT THEREFROM PORTIONS OF SAID LAND LYING NORTHERLY OF THE CENTER LINE OF RAMBOOZ DRIVE, BETWEEN EASTERN AND CARDON DRIVE.

ALSO EXCEPT THE WESTERLY 104.66 FEET OF THE NORTHERLY 102.35 FEET. ALSO EXCEPT THAT PORTION OF BLOCK D, TRACT NO. 13146, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 267, PAGES 28 OF MAPS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF THE COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE OF NORTH 76° 28' 40" WEST 208.06 FEET IN THE NORTHERLY BOUNDARY OF SAID BLOCK; THENCE SOUTH 76° 33' 49" EAST ALONG SAID CERTAIN COURSE 208.06 FEET TO THE EASTERLY TERMINUS THEREOF; THENCE SOUTH 13° 26' 11" WEST 144.42 FEET; THENCE NORTH 76° 33' 49" WEST 103.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88° 40' 46" EAST 175.25 FEET; THENCE SOUTH 1° 19' 14" EAST 239.50 FEET; THENCE SOUTH 88° 40' 46" WEST 175.25 FEET; THENCE NORTH 1° 19' 14" WEST 2239.50 FEET TO SAID TRUE POINT OF BEGINNING.