EXHIBIT A

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

NOTIFICATION OF PROPERTY TRANSFER

	Tehachapi District	• •	. •	date: AUG	· ~ + L000
				SE	ADDITION DISPOSAL
	The following described		rty leal Property		
	has been transferred	X To From the D	epartment of Parks and	Recreatio	Parcel History No. - 6 1 2
istrict/Unit No. 900/579	Unit Name Antelope Valley In	dian Museum S	HP	DPR/DBP/PRG/SSL No. N/A	OREDS Parcel No. N/A
and Ownership Rec 29627	orCounty Los Angeles	Land Acreage	00 (acres other)	Water Frontage	N/A
.essor				<u> </u>	Mineral Rights
and the second	nt of the Interior, Burea	u of Land Mana	gement	Transformed by to disting	Retained by Granton
Date Recorded . 04/03/1983*	Recording Data Unrecorded			Transfer of Jurisdiction: Certificate of Acceptance	
Vethod of Acquisitio			Lease		Improved
Lease	Deed Gift	Exchange	Condemnation	>	K Unimproved
Established Value	•	•	State Funds Expended	•	
Land	N	/A	Land	N/A	· ·
Improveme	ents N	I/A	Improvements	N/A	
TOTAL	N	I/A	TOTAL	N/A	
Fund Source	· ·	¢.		· · ·	······································
N/A	4	1 . 1 .		•	· .
Supporting Docume Instrument o Conveyance	of Policy of		posal Plan or uisition Plan X	*Encumbrances	
REMARKS APN: Unknow					•
	1 1 1 0 1 0 1 1 0 0 0			tion the right to can	
	ease dated 04/04/1983 hereon all buildings an		-		
	rental to be ZERO per				
	o valid existing rights.				
	ease expired 04/04/19				
-	· ·			·	
	s being made to LOS a				
	vas never listed. A cop		s was obtained from	i Lanu Ayent = Kell	
who currently	has the file to work on	case renewal.			: •
*SEE POLICY OF 1	TITLE INSURANCE				
ACQUISITION AND	REAL PROPERTY SERVICES	DIVISION			······································
Kim L. Snyder	MANII		· •		
Real Property Mana	1901/ Jan 14 LYSHIA				•
	s - Survey/Ownership, Central Records			-1.) h. Dia (0.00 h	

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LESSEE:	Department of Parks and Recreation
PARK UNIT:	ANTELOPE VALLEY INDIAN MUSEUM SHP
AGENCY PARCEL NUMBERS:	N/A
REAL PROPERTY NUMBER:	,958
RESD PROJECT & PARCEL NUMBERS:	N/A
<u>COUNTY</u> :	Los Angeles
ASSESSOR'S PARCEL NUMBERS:	Unknown
PUBLIC WORKS BOARD DATE:	N/A
PARCEL SIZE:	240.00 acres
LESSOR:	U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
RECORDING DATES:	04/04/1983 AND RENEWAL 04/04/1988
RECORDING NUMBER:	UNRECORDED
INTEREST ACQUIRED:	ACRES OTHER - LEASE TO DPR
CONSIDERATION:	N/A
FUNDING AUTHORITY:	N/A
LAND OWNERSHIP RECORD:	29627
CONTACT PERSON:	Kelley Di Pinto
PARCEL HISTORY NUMBER (assigned by RES	D = 72 - 6126

·LAS 58 (8/97)

Memorandum

Date	:	JUN 0	4 2008		•		•			
То	:		n, Associate Gover atewide Property In		I Program /	Analyst		•.		
From	:		t of Parks and Rec and Real Property		es Division	.				
Subjec	t:	Transmitta	I of Conveyance I	Docum	ents for St	atewide Proj	perty Inve	ntory		
UNIT:	•	Antelope V	alley indian Museu	m SHP			REAL PRO	PERTY NO.	958	
PROJE	CT:	U.S. Dept.	of Interior, B.L.M. L	ease						-
	CY PA	RCEL NO(s):	N/A							
TOTAL	ACR	EAGE		. • .						
۰F	ee:	-	Easement:	-	Leasehold:	240.00		. ·		
PURC	HASE	PRICE:	N/A			GIFT VALUE		N/A .		
fundi N/A	NG S	OURCE(s):						AMOUNT P	ER FUND:	N/A
N/A			·					·····		<u>N/A</u>
ΑΤΤΑΟ	HME	NTS:				TOTAL:				N/A
		Original Con	veyance Documents			Property Acqui	isition Agree	ment		•
			cy of Title Insurance	-	4	Property Data	Sheet -	•		• •
		Map of Area	Acquired			Property Acqui	istion Summ	ary		

REMARKS:

PLEASE RETURN A COPY OF THE CONVEYANCE DOCUMENT WITH THE PARCEL HISTORY NUMBER TO THE DEPARTMENT OF PARKS AND RECREATION, ATTENTION: KIM L. SNYDER, REAL PROPERTY MANAGER, ACQUISITION AND REAL PROPERTY SERVICES DIVISION.

72--6126

Kim L. Snyder [/] Real Property Manager

Attachments

LAS 57 (4/95)

Form 2912-1 (July 1984)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Serial Number

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. hereinafter

RECREATION OR PUBLIC PURPOSES LEASE

Act of June 14, 1926, as amended (43 U.S.C. 869 et. seq.)

CA-13067

This lease entered into on this 4th day of April ,1988, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and the

State of California

Department of Parks and Recreation

called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

San Bernardino Meridian, California

T. 7 N., R. 9 W., Sec. 32, NEŁ, EŁNWŁ

containing 240 acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of five years, the rental to be \$ N/A per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for recreational purposes only, subject to valid existing rights. The five-year term of this lease shall begin on the date appearing above.

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Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

Second Section 184

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(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

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Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with th plan of development and management designated as _ an

addition to the Antelope Valley Museum

A SAME TO A

and approved by a

authorized officer on August 12, 1982 or any modification thereof hereinafter approved by an authorize officer, and to maintain all improvements, during the term of this leas in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advand during the continuance of this lease.

ATTACHMENT A

- 1. The lessee covenants and agrees that it will comply with provisions of Title VI of the Civil Rights Act of 1964, and that it will not, for the period during which the property conveyed by this instrument is used for locating buildings and associated structures or for another purpose involving the provision of similar services or benefits, engage in any discriminatory actions prohibited by 43 CFR 17.2, to the end that no person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program for which the lessee received Federal financial assistance by this lease. This assurance shall obligate the lessee, or in the case of transfer of the property leased herein, any transferee for the period of this lease.
- 2. The lessee further agrees that it will not transfer the property conveyed by this instrument for the purpose designated in paragraph 1 hereof or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the Authorized Officer, Bureau of Land Management, that it will comply with provisions of paragraph 1 hereof.
- 3. The lessee agrees that the right is reserved to the Department of the Interior to declare the terms of this lease terminated in whole or in part and to revest in the United States terminated in whole or in part and to revest in the United States title to the property conveyed herein, in the event of a breach of the nondiscrimination provisions contained in paragraph 1 hereof during the term of this lease.
- 4. The lessee agrees that as long as property conveyed hereby is used for the purpose designated in paragraph 1 hereof, or for another purpose involving the same or similar services or benefits, the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a convenant running with the land for the term of this lease.
- 5. The lessee agrees that in the event of a violation or failure to comply with the requirements imposed by paragraph 1, the United States may seek judicial enforcement of such requirements.
- 6. The assurances and covenant required by paragraphs 1 through 5 above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).
- 7. The lessee agrees, upon request of the Secretary of the Interior or his delegate, that it will post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility leased.

- The lessee shall comply with the applicable Federal and State laws and 8. regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this lease. The lessee shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1983, deadline for a fiscal year 1985 action). Emergency use of pesticides may occur. The use of substances on or near the lease shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this lease.
- The lessee agrees not to exclude any person from participating in employ-9. ment or procurement activity connected with this lease on the grounds of race, creed, color, national origin, and sex, and to ensure against such exclusions, the lessee further agrees to develop and submit to the proper reviewing official specific goals and timetables with respect to minority and female participation in employment and procurement activity connected with this lease. The lessee will take affirmative action to utilize business enterprises owned and controlled by minorities or women in its procurement practices connected with this lease. Affirmative action will be taken by the lessee to assure all minorities or women applicants full consideration of all employment opportunities connected with this lease. The lessee also agrees to post in conspicuous places on its premises which are available to contractors, subcontractors, employees and other interested individuals, notices which set forth equal opportunity terms; and to notify interested individuals, such as bidders, contractors, purchasers and labor unions or representatives of workers with whom it has collective bargaining agreements, of the State's equal opportunity obligations.

NOTED OF EXEMPTION

Yo: Secretary for Resources 1416 Ninth Street, Room 1311 Sacramento, California 95814 From: State of California Department of Parks and Recreation 1416 North Street P. O. Box 2500 Sacramento, California, 95811

Project Title: Acquisition Project

Location: Antelope Valley Indian Museum, portion of Saddly Back Bulle Store Park

City: Los Angeless

Description of Nature, Purpose, and Beneficiarus of Project:

Acquisition of 240 //- acres of land from the Bureau of Land Management as an addition to The Antelope Valley Indian Museum portion of Sabale Back State Park

2 . . .

Public Agency Approving Project: California Department of Parks and Recreation

Name of Division Carrying Out Project: Acquisition

Exempt Status: (Check One)

_____ Ministerial (Sec. 15073)

____ Declared Emergency (Sec. 15071 (a))

Emergency Project (Sec. 15071 (b) and (c))

XX_Categorical Exemption (State type and section number)

<u>Slass:</u><u>16</u><u>5116</u>

Contact Percon: James M. Doyle

Tel-phone: 916-322 2181

Maurice Hoberty, "Lifer (1997) Resource Protection, Division

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(-9.8] CONTRACT TRANSMITTA STD. 15 (REV. 11-74) DEPARTMENT TRANSMITTING CONTRACT DIRECTOR OF GENERAL SERVICES: THE ATTACHED Department of Parks and Recreation ONTRACT IS SUBMITTED FOR YOUR APPROVAL. IN DIVISION, BUREAU OR OTHER UNIT DPPORT OF THIS REQUEST THE FOLLOWING INFOR-Acquisition Division ATION IS PROVIDED. DATE CONTRACT NO. MAY 5 1983 AME OF CONTRACTOR Bureau of Land Management CONTRACT WORK TO BE PERFORMED, AMOUNT TO BE PAID, TERM) Attached is the original lease and three copies covering land adjacent to our Antelope Valley Indian Museum consisting of 240 acres. Also attached is a map showing the relationship of this parcel to the existing park unit. RECEIVED A NOV 2 5 1983 CHIEF COUNS! J. SPECIAL OR UNUSUAL TERMS, CONDITIONS OR SIGNIFICANCE OF CONTRACT INDICAT DOPUTTAONLIGA GETICIAL SERVICES This lease preceeds the patent that will convey the land for Recreation and Public Purposes under Application Number CA-13067 REASON AND NECESSITY FOR CONTRACT The Department proposed to utilize this land as an addition to our Antelope Valley Indian Museum. X IS THIS A RENEWAL OF A PREVIOUS CONTRACT OR SERVICE? LIST BIDDERS AND AMOUNTS BID EXPLAINS SUMMARY OF BIDS: A. . Sec. 1. AWARD OF CONTRACT IF TO OTHER THAN LOW BIDDER OR IF BIDS WERE NOT OBTAINED 2. If no bids obtained, Basis for concluding Reasonableness of Contract Rates or Price Current operating staff is sufficient to manage this area. No additional costs are expected for operation and maintenance. Acceptance and approval of the lease is recommended. Please return the original lease after approval to our Department. APPROVED GENERAL SERVICES Space Management Div. DEC 1 2/1983 RECEIVED RY MAY 1 0 1983 72--6126 Rec. Estate Services Division HORIZEC NEF-ACQUISIRON AVISION

(Topper 1076)	UNITED STATES		Serial Number	
(january 1976)	DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT		CA-13067	
· · ·	REATION OR PUBLIC PURPOSES L ane 14, 1926, as amended (43 U.S.C. 869			
This lease entered int lessor, through the au	o on this $\mathcal{H}^{I''}$ day of $\mathcal{A}\mathcal{F}\mathcal{R}i\mathcal{L}$ horized officer of the Bureau of Lend Department of Parks a	Management, and th	, by the United States of Amer ne	rica, the
	State of California		•	
all reasonable regulati	suant and subject to the terms and pro ons of the Secretary of the Interior no visions herein, which are made a part	ow or hereafter in forc	ation and Public Purposes Ac	
WITNESSETII:				
	San Bernardino Meridi	vilege of using for the		
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corded the privilege of recreational pur lease shall begi	renewal upon such terms as may be poses only, subject to vali n on the date first above a	fixed by the lessor. Ld existing right ppearing.	The lessee may use the prem s. The 5 year term o	i be ac- hises for of this
corded the privilege of recreational pur lease shall begins .Sec. 2. There are re mineral deposits in s to mine and remove the regulations to be est	frenewal upon such terms as may be poses only, subject to vali	fixed by the lessor. Id existing right ppearing. ployees, contract lessees, sublesse restrict the use of any of the faciliti	The lessee may use the prem s. The 5 year term of ors (including, without lin es, and permittees), to pro any part of the leased pre- es thereon by any person becomes	I be ac- nises for of this mitation, whibit or nises or cause of
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"Sec. 5. Equal Opportunity Cla During the performance of this contract, the lessee agrees as follows: (a) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The lessee will furnish all information and reports required by Executive Order No. 1.1246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246

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of September 2 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The lessee will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including senctions for noncompliance: Provided, however. That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

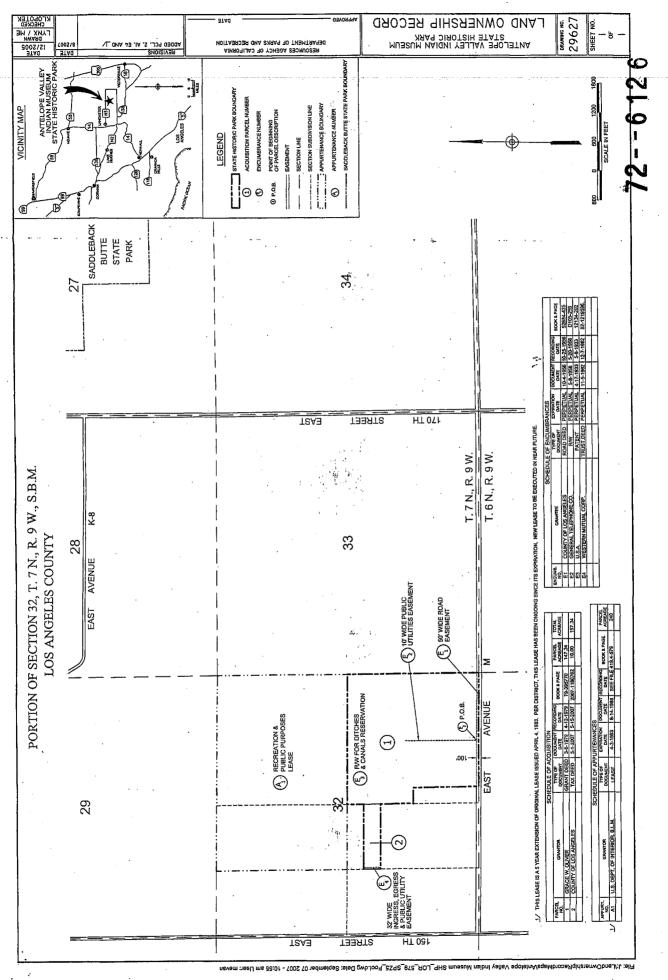
Sec. 6. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 7. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

and which are made a part hereof.

Sec. 8. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Title 18 U.S.C. Sections 431-433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

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FOR EXECUTION BY LESSEE	FOR EXECUTION BY THE UNITED STATES
IN WITNESS WHEREOF:	THE UNITED STATES OF AMERICA
(Signature of Lessee's Authorized Stricer)	the By Greaced Eefeling (Authorized Officer)
(Signature of Witness)	1 District Managen
March 18, 1983	4/4/83 (Date)



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371 713 FIRST AMERICAN TITLE COMPANY of LOS ANGELES RECORDED IN OFFICIAL RECORDS 1 . is ja WHEN RECORDED MAIL TO 2.94 OF LOS ANGELES COUNTY, CA * 16 المنافية المناجع والجوادية · 、 許巧 。 . . . STATE OF CALIFORNIA AT 8 A.M. APR 12 1979 DEPARTMENT OF GENERAL SERVICES 1.17 REAL ESTATE SERVICES DIVISION Récorder's Office -650 Howe Avenue Sacramento, CA 95825 . . - SPACE ABOVE THIS LINE FOR RECORDER'S USE Agency: Parks and Recreation and the second of ·°' Grant Deed Projecti Antelope Valley Indian Museun . . Parcel 4540 GRACE V. OLIVER; a married woman, as her sole and separate property S. A. Le La . County of Los Angeles , State of California: UNIN CORPORA The Southeast Quarter of Section 32, Township 7 North, Range 9 West, San Bernardino Base Meridian. Sold and Except from said Southeast Quarter, the West Half of the West Half of the ucnvest Quarter. Southwest Quarter. 48-747 3 - 8 ្រាយមួយផ្លំ នំព្រះ។ . . . 1. 1. 19 82 8 No 30 10 301 39 110.165 iskt 1979 GRACE W. OL TVER ·* . · Subsectibing-Wit 내 이 관람 4 5-101 (5/78) 0.81/15/98

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Exhibit" "L "

of minutes State Public Works Board March 30, 1979

RESOLUTION OF STATE PUBLIC WORKS BOARD APPROVING ACQUISITION OF REAL PROPERTY UNDER SECTION 15854 OF THE GOVERNMENT CODE FOR THE

DEPARTMENT OF PARKS AND RECREATION

(Parcel 4540 - Antelope Valley Indian Museum)

WHEREAS, the owners of the hereinafter identified parcel of real property have agreed to sell said parcel to the State for the consideration set forth in the hereinafter identified agreement, subject to the terms and conditions contained therein.

NOW, THEREFORE, BE IT RESOLVED, the STATE PUBLIC WORKS BOARD, by unanimous vote, hereby determines the consideration set forth in the hereinafter identified agreement is fair and reasonable for the purchase of certain property in the County of Los Angeles, State of California, as more particularly described in that certain resolution adopted by this Board on January 29, 1979, and designated as Exhibit "N" of the minutes of that date, and acquisition by condemnation is not necessary.

Parcel	Date of	Date of	
Number	Agreement	Conveyance	Grantor
4540	3/6/79	3/6/79	Grace W. Oliver

BE IT FURTHER RESOLVED, that the conveyance identified above is hereby accepted on behalf of the State of California and consent is given to the recordation thereof, and that either the Chairman or Administrative Secretary of this Board is authorized to execute said agreement and such other instruments as may be necessary to complete the acquisition of sold real property.

END OF RESOLUTION

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of a resolution adopted by unanimous vote of the State Public Works Board on March 30, 1979.

Page 1 of 1

\$ 3

WITNESS my hand this 30th day of March, 1979.

Administrative Secretary State Public Works Board

395770

RE-117

State of California - The Resources Agency DEPARTMENT OF PARKS AND RECREATION

NOTIFICATION OF REAL PROPERTY TRANSFER

· · · · · · · · · · · · · · · · · · ·					June 1	7, 1983	
				DA	TE:		
Mr. Herben Regional I		nze				Addi	tion
Southern 1							sal
Attention	Bill C	urran					
					·		
OM: ACQUISITIC	ON DIVISIO	N – PROPERTY MANAGEMENT	(916) 322	-7507, ATS	S 492-7507		
following describe	d parcel of r	eal property has been transferred	ё́то ⊡ FR	OM the Departm	ent of Parks and	Recreation.	•
IT NO.				DBP/	PRG NO.	RÉS.	PARCEL NO.
490579	ANTELOP		IAN MUSEUM	DBP 583		4540	1
UISITION PLAN N 16605		COUNTY LOS ANGELES	LAND / 147.34	ACREAGE	WATER FROM	ITAGE:	OLR
ANTOR GRACE W.	OLIVER			TRANSFER OF	JURISDICTION	XXDATE	6-6-83
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	}	RECORDING DATA 9-395770 of State 72-3995		METHOD OF A	CQUISITION		NGE

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LAND	\$ 88,000.00 180,000.00	LAND IMPROVEMENTS	\$ 88,000.00 180,000.00
TOTAL	\$268,000.00	TOTAL	\$ 268,000.00
IND SOURCE		SUPPORTING	
511/78, Sec.1			

EMARKS

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UNIMPROVED XI IMPROVED

Settlement Summary dated 3-15-79 indicates improved with six one bedroom one bath residences, one Museum Building and one Gift Shop.

1. J. M. 1. 19 Artifacts donated to State by Grantor in accordance with Property Acquisition Agreement dated 3-6-79.

Refer to Policy of Title Insurance for encumbrances.

STRIBUTION

Region (Original +1) Acq. Div. - Prop. Mgt. (3) Dept. Gen Ser., RES (3) Prog. Ser. & Mgt. Anal. Surveys Central Files

0 (cm) ACQUISITION DIVISION

Roland 'P. Foos, Land Agent

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12. Grant Deed			PROJECT			
3. P.W.B. Resolution 4. Proposed Escrow Instruct	tions (PAS 6)	· · · ·	Antelope Valley	Indian	Museum	
· 5. Proposed Warrant Reque	est (PAS 7)	1.	PARCEL NUMBE	R .	4540 '	
6. Proposed Letter to Gran	itor(s)	- ¹ x	PROPERTY ADDRESS		<u>y 4240</u>	
7. Title Report (in file)	1	: • •	15701 East Aven	ue M, La	ncaster, C	:A 93534
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6 - 1 Bedroom 1 bath	residences					
1 - Museum Building 1 - Gift Shop						
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Agency Parks and Recreation Project Antelope Valley Indian Museum Parcel(s) 4540 **PROPERTY ACOUISITION AGREEMENT** my that I stated a Title Company First American Title Company Deed Dated March 6, 1979 南北 of Los Angeles Address 1616 West Beverly Blvd. County Los Angeles WE TOUCH -在分析的行行 Los Angeles, CA 90026 1. ... · 1(1.30 Escrow No. 1.A-78114 UREKA The parties to this agreement aresthe undersigned grantor(s), hereinafter referred to as grantor, and the State of California, acting by and through the State Public Works Board, hereinafter referred to as State; The parties agree as follows: 47 R. 19. 7 (P) A A Sta Grantoringereesitor grantito State certain property, located in the above County; and more particularly described in the above deed, which is herewith handed to State's Land Agent subject to the terms and conditions hereof: "" 1 Capita and Call NO WO FO The State agrees to pay \$ 268,000.00 into said escrow at the above title company for the account of grantor, conditioned on said property vesting in State, free and clear of all liens, leases, encumbrances, assessments, casements, of record or otherwise, and of taxes; except: 2. (a) IT Taxes for the fiscal year in which this escrow closes, a portion of which may be collectible against the grantor as provided by Section 4986 of the Revenue and Taxation Code, it being expressly, understood that the State is 10 not liable for payment of any taxes which have been or are paid or payable by the grantor. (6) The set is a set ON A THE . . . 11114 ٤. : fi : Willia !-23V1/. 1. 10 0 0 0 0 0 0 1 1 5 m jr : 12 The love M · (* (# - the 1 Stuff IV 3. e 17 ാ 1. A. M. 115 962. \$ SH -THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT **T. Daved March 6, 1979 Granfors GRACE Works Board STATE OF Administrative Secretary $\frac{1}{2}$ DEPARTMENT OF GENERAL SERVICES Director by Chief Land Agent Approval Recommended Land Agent RES 100 (8/78)

3. Said title company may expend any or all monies payable under this agreement to discharge any obligations which are liens upon the property, including but not limited to those arising from judgments, assessments, delinquent taxes for other than the current year referred to in Paragraph 2(a), or debts secured by deeds of trust or mortgages, and/or to defray any other incidental costs other than those specified in Paragraph 4 hereof to be borne by the State.

- 4. The State shall pay all escrow fees, recording fees, title insurance charges, prepayment penaltics, reconveyance fees, trustees' or forwarding fees for any reconveyance of deed of trust or release of mortgage incurred in this transaction.
- 5. Rents, if any, shall be prorated as of the close of escrow and all subsequent rents shall be paid to the State. If any rentals have been or are collected by the grantor for any period beyond said date, grantor shall refund such rentals to the State. Grantor shall repay to the tenants any cleaning, key or other deposits, excluding rentals paid in advance, and save and hold the State harmless from any claim therefor.
- 6. Title to said property shall pass immediately upon close of escrow. The issuance of any escrow instructions shall be the sole responsibility of the State.
- 7. Grantor hereby agrees and consents to the dismissal as to grantor of any eminent domain action by the State as to said property or any portion thereof.

8. This agreement is subject to the approval of the State Director of General Services.

It is mutually agreed and understood that all artifacts are to be donated to the Department of Parks and Recreation as outlined in your letter dated January 25, 1979 directed to Mr. Jack V. Harrison.

It is further mutually agreed and understood that the Grantor will at her cost provide an adequate water system on the subject property. It is further agreed that the sum of \$33,000 shall be held in escrow until such time as the water system has been completed and approved by the State.

Minimum Standards for acceptable water system will be a pump with 6" well casing capable of producing 5gal/min. tying into the existing water pipe lines and water storage tanks.

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SUBSCRIBING WITNESS GRANTOR(S) STATE OF CALIFORNIA STATE OF CALIFORNIA ÷3 1 - ij } Sacramento County of County of March 13 1 1979 before me On On. , 19_ _before me, the undersigned, a Notary Public in and for the State of the undersigned, a Notary Public in and for the State of California, personally appeared Robert D. Donner California, personally appeared _ 1 known to me to be the person whose name is subscribed to the within instrument as a witness thereto; who, being. by me duly sworn, deposed and said: that he was present Grace W. Oliver known to me to be the person_whose name and saw subscribed to the within instrument and acknowledged that ' executed the same. personally known to him to be the person_described in is _____subscribed to the within in-WITNESS my hand and official seal. and whose name___ strument, execute the same; and that affiant subscribed his name thereto as a witness to said execution. WITNESS my hand and official seal. Constance A .. (Seal) CONSTANCE K. OKINO Name (Typed or Printed) Notary Public in and for the State of California Name (Typed or Printed) otary Public in and for the State of California MERTER 1,1414,6%.* TTUT OUR HOUSE THE 444 OFFICIAL SEAL CONSTANCE K, OKINO 長胡 ついねる 長いにえいれい * Principal Office in Sacramento County 1 f ruga ta Callengers, or N 16 1 11 8 1 gouldes. 卫星 My Commission Expires Feb. 29, 1980 ļ, And replay is 1. 41. 1.1 1.1 1. 1. State 11 ein ad mair ji, . : private every and and on the set of a second fraction from the second 1. 但如果 1. 사는 비원(선 P. : Antolope Vation ludian +AParke Shid. Ik .25 (ほど) 211月間 13

Exhibit" " L"

of minutes State Public Works Board March 30, 1979

RESOLUTION OF STATE PUBLIC WORKS BOARD APPROVING ACQUISITION OF REAL PROPERTY UNDER SECTION 15854 OF THE GOVERNMENT CODE FOR THE DEPARTMENT OF PARKS AND RECREATION

(Parcel 4540 - Antelope Valley Indian Museum)

WHEREAS, the owners of the hereinafter identified parcel of real property have agreed to sell said parcel to the State for the consideration set forth in the hereinafter identified agreement, subject to the terms and conditions contained therein.

NOW, THEREFORE, BE IT RESOLVED, the STATE PUBLIC WORKS BOARD, by unanimous vote, hereby determines the consideration set forth in the hereinafter identified agreement is fair and reasonable for the purchase of certain property in the County of Los Angeles, State of California, as more particularly described in that certain resolution adopted by this Board on January 29, 1979, and designated as Exhibit "N" of the minutes of that date, and acquisition by condemnation is not necessary.

Parcel	Date of	Date of	Grantor
Number	Agreement	Conveyance ²	
4540	3/6/79	3/6/79	Grace W. Oliver

BE IT FURTHER RESOLVED, that the conveyance identified above is hereby accepted on behalf of the State of California and consent is given to the recordation thereof, and that either the Chairman or Administrative Secretary of this Board is authorized to execute said agreement and such other instruments as may be necessary to complete the acquisition of said real property.

END OF RESOLUTION

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of a resolution adopted by unanimous vote of the State Public Works Board on March 30, 1979.

WITNESS my hand this 30th day of March, 1979.

Administrative Secretary State Public Works Board

Page 1 of 1

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State of California

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The Resources Agency of California

Memorandum

Date : May 1, 1979

INDIAN MUSEUM

Project Name:	Antelope Valley
Parcel No.(s):	4540
DBP No.:	583

, Mr. Robert K. McCue, Chief Land Agent Real Estate Services Division 650 Howe Avenue Sacramento, CA 95825

Attention Mr. John Brooks From : Department of Parks and Recreation

Subject Transfer of Jurisdiction

We have secured preliminary approval for the acceptance of the above referenced parcel(s). Please transfer the indicated parcel(s) when G.S. has acquired it. See below for Conditions.

Only with final Policy of Title Insurance

OK without final Policy of Title Insurance

X We are not yet ready to accept the above parcel(s). Please arrange to manage the parcel(s) until approximately <u>See Below</u>

CONDITIONS:

X Heritage Conservation and Recreation Service Land and Water Conservation YES NO Funded project.

Settled at the March 27, 1979 PWB.

This parcel has not returned from our review sections. Please manage until further notice.

I.A. WITIATED 10-4-19. (NOT SIGNED).

ICES DIVISION OF CALIFORNIA NUMBER NOTIFICATION OF ESCROW 79002 RECORDING INFORMATION 7811475 RES-123 (REV. 10-76) Donner- 4540 <u>_</u>``` PROJECT Antelope Valley Indian Museum tila GRANTOR Grace E. Oliver RECORDING DOCUMEN # 19395720 TITLE COMP AN Title Company of Los Angeles First

- 2-80



DPR 163 (Rev. 8/78)

State Park Land Officer

Acquisition Division

B. Wilde

(445 - 9210)

6.1.

State and Consumer Services Agency.

State of California

Memorandum

Date : June 6, 1983

File No. : 4540

To : Ken Mitchell, Chief Acquisition Division Department of Parks and Recreation 1020 8th Street, 2nd Floor Sacramento, CA 95814

> Attention Roland Foos Property Management

Subject : TRANSFER OF JURISDICTION Parks and Recreation 490579 — Antelope Valley Indian Museum, DBP-583 Drwg.16605

From : Department of General Services - Office of Real Estate Services 650 Howe Avenue, Sacramento 95825-4699

> By resolution dated March 30, 1979, the State Public Works Board authorized the purchase of subject parcel of real property required for the abovereferenced project.

1

The Department of Parks and Recreation having determined that the subject parcel is needed for the purpose for which acquired as of the date hereof, the Director of General Services, acting pursuant to the Property Acquisition Law, transfers jurisdiction of the subject parcel of real property to the Department of Parks and Recreation as of such date.

Copies of the recorded instrument of conveyance and policy of title insurance for the parcel being transferred are enclosed for your use. Originals of these documents have been sent to the Proprietary Land Index for forwarding and permanent filing in the Office of the Secretary of State.

Taxes on this parcel have been handled pursuant to Section 4986, et seq., Revenue and Taxation Code.

Attached are three copies of this letter which we request be acknowledged on behalf of the Department of Parks and Recreation. The original may be retained for your records. After so signing, please return the three copies to this office.

DEPARTMENT OF GENERAL SERVICES

BY SHER

Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

bos Land U

DATE 6-17-83

PC-30

TRANSFER OF JURISDICTION SUPPLEMENTAL DATA SHEET

RES PARCEL NO.: 4540

SECRETARY OF STATE -PROPRIETARY LAND INDEX NO.: 72-3995

ASSESSOR'S PARCEL NO.: 3363-04-44 & 49

PUBLIC WORKS BOARD DATE: March 30, 1979

ACREAGE: 147.34 Acres

GRANTOR: Grace W. Oliver

RECORDING DATA: April 12, 1979 Book 79, Page 395770

CONSIDERATION: \$268,000

PC-30A

Form No. 1084 (10/73) California Land Title Association Standard Coverage Policy Form Copyright 1973



POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by said insured by reason of:

- 1. Title to the estate or interest pleseribed in Schedule A being vested other than as stated therein:
- 2. Any defect in or lien or encumbrance on such title;
- 3. Unmarketability of such title; or
- 4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;

and in addition, as to an insured lender only:

- 5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - a. usury, or
 - b. any consumer credit protection or truth in lending law;
- 6. Priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority; or
- 7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B.

IN WITNESS WHEREOF, First American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule Autor



72 3995

First American Title Insurance Company

BY Spileenedy

PRESIDENT

SECRETARY

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term 'insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2 (a) of these Conditions and Stipulations.

(b) "insured claimant"; an insured claiming loss or damage hereunder.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(f) "land": the land described, specifically or 'by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by Paragraph No. 6 of Part I of Schedule B of this Policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": those records which by law impart constructive notice of matters relating to the land.

2. (a) CONTINUATION OF INSURANCE AFTER ACQUISITION OF TITLE BY INSURED LENDER

If this policy insures the owner of the indebtedness secured by the insured mortgage, this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of the estate or interest in the land described in Schedule C by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if such insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of such insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage. After any such acquisition the amount of insurance heraunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

 the amount of insurance stated in Schedule A;

(ii) the amount of the unpaid principal of the indebtedness plus interest thereon, as determined under paragraph 6 (a) (iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

.

(iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in acquisition of such estate or interest in satisfaction of its insurance contract or quaranty.

(b) CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy, in favor of an insured so long as such insured retains an estate or interest in the land, or owns an indebtachess secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS - NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(ь) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case projudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lish of the insuited mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company's expense, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and (2) in any other act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or

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interest or the lien of the insured mortgage, as insured, including but not limited to executing corrective or other documents.

4. PROOF OF LOSS OR DAMAGE --LIMITATION OF ACTION

In addition to the notices required under Paragraph 3 (b) of these Conditions and Stipulations, a proof of loss or damage, signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain or determine the facts giving rise to such loss or damage. Such proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage, age, and, when appropriate, state the basis of calculating the amount of such loss or damage.

Should such proof of loss or damage fail to state facts sufficient to enable the Company to determine its liability hereunder, insured claimant, at the written request of Company, shall furnish such additional information as may reasonably be necessary to make such determination.

No right of action shall accrue to insured claimant until 30 days after such proof of loss or damage shall have been furnished.

Failure to furnish such proof of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS AND OPTIONS TO PURCHASE IN-DEBTEONESS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

or

(i) the actual loss of the insured claimant;

(ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2 (a) hereof: or

(iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by

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the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

8. REDUCTION OF INSURANCE; TERMINA-TION OF LIABILITY

All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2 (a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2 (a) hereof.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy, as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

ONDITIONS AND STIPULATIONS

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have paid or settled a claim under this policy, all right of sub-rogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or re-lease a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Com-pany. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

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11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

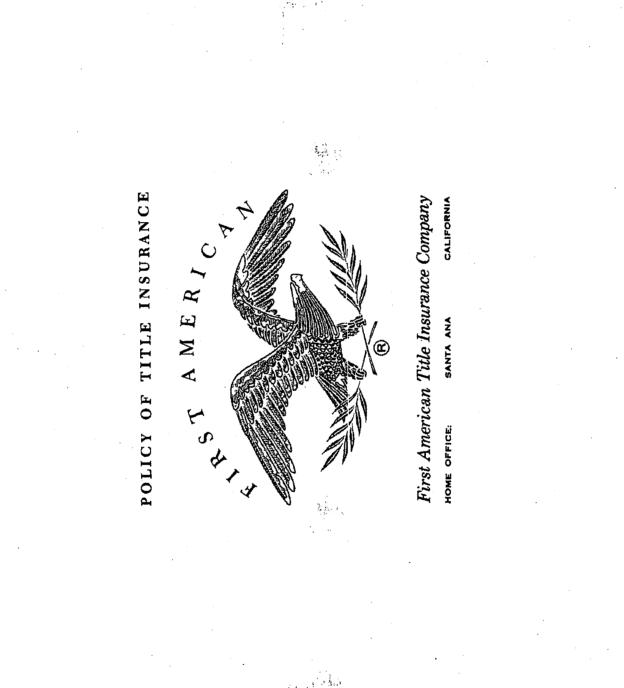
Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interast covered hereby, or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its home office at 421 North Main Street, Santa Ana, California, 92701, or to the office which issued this policy.



CLTA Standard Coverage Policy Copyright - 1973

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SCHEDULE A

Total fee for Title, Examination and Title Insurance \$827.25

Amount of Insurance: \$268,000+00

Policy No. LA1-340292

Date of Policy: April 12, 1979 at 8:00 A.M.

1. Name of Insured:

THE STATE OF CALIFORNIA.

2. The estate or interest referred to herein is at Date of Policy vested in:

THE STATE OF CALIFORNIA.

3. The estate or interest in the land described in Schedule C and which is covered by this policy is:

a fee.

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CLTA Standard Coverage Policy-1974

Our No. LA7811475-10

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part One:

 Taxes or assessments which are not shown as existing liens by the records of any taking authority that levies takes or assessments on real property or by the public records.

Froceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interests or claims which are not shown by public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

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- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) water rights, claims or title to water.
- 6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
- 7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

CLTA Standard Coverage Policy-1974

Our No. LA7811475-10

SCHEDULE B

- 8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
- 9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant become an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

Part Two:

2.

- General and special taxes, a lien not yet payable, for the fiscal year 1979-1980.
- 1a. "ANY GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 1978-1979 WHICH MAY BE ASSESSED BY REASON OF:
 - A) IMPROVEMENTS ADDED SUBSEQUENT TO MARCH 1, 1975.
 - B) CHANGES IN OWNERSHIP OCCURING SUBSEQUENT TO MARCH 1, 1975.
 - C) REAPPRAISAL OF PROPERTY VALUES AS OF MARCH 1, 1975.

Right of way for ditches and canals, as granted by the United-States as set out in Patent No. 1062854, a copy of which being recorded in Book 12134 Page 202, Official Records.

An easement for public street, road or highway purposes as provided in the deed recorded in Book 52684 Page 425, Official Records, over the Southerly 50 feet of said land.

An easement for public utilities and incidental purposes, as granted to General Telephone Company, a corporation, in deed recorded in Book D105 Page 259, Official Records, over the a strip of land 10 feet in width lying within the West 1/2 of the Southeast 1/4 of Section 32, Township 7 North, Range 9 West, San Bernardino Base and Meridian. CLTA Standard Coverage Policy-1974

Our No. LA7811475-10

SCHEDULE B

EXCEPT of street.

The centerline of said 10 foot strip of land is described as follows:

1. Michael

Beginning at a point on the South line of the above described land, said point being 40 feet West from the Southeast corner of said land; thence North 1,520 feet. All Policy Porms

Our No.

LA7811475-10

SCHEDULE C

The land referred to in this policy is situated in the State of California, County of Los Angeles and is described as follows:

The Southeast guarter of Section 32, Township 7 North, Range 9 West, San Bernardino Base Meridian.

EXCEPT from said Southeast guarter the West half of the West half of the Southwest guarter thereof.

INDORSEMENT

Attached to Policy No. LAI-340292

issued by

First American Title Insurance Company

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

- 1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
- "Adjustment Date" is defined, for the purpose of this Indorsement, to be 12:01 a. m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Indorsement is attached, and on each succeeding January 1.
- 3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Indorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
- 4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

Nothing herein contained shall be construed as extending or changing the effective date of said Policy.

This indorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

First American Title Insurance Company

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BY

ASSISTANT SECRETARY

PRESIDENT



NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.

INDORSEMENT

Attached to Policy No. IA1-360292

Issued by

First American Title Insurance Company

- 1. This Indorsement shall be effective only if at Date of Policy there is located on the land described in said Policy a one-to-four family residential structure, in which the Insured Owner resides or intends to reside. For the purpose of this Indorsement the term "residential structure" is defined as the principal dwelling structure located on said land together with all improvements thereon related to residential use of the property except plantings of any nature, perimeter fences and perimeter walls, and the term "Insured Owner" is defined as any insured named in paragraph 1 of Schedule A and, subject to any rights or defenses the Company may have had under said Policy and all indorsements, such insured's heirs, distributees, devisees, survivors, personal representatives or next of kin.
- 2. The Company hereby insures the Insured Owner of the estate or interest described in Schedule A against loss or damage which the Insured Owner shall sustain by reason of:
 - a. the existence at Date of Policy of any of the following matters:
 - (1) lack of a right of access from said land to a public street;
 - (2) any statutory lien for labor or materials attaching to said estate or interest arising out of any work of improvement on said land, in progress or completed at the date of the policy, except those liens arising out of a work of improvement for which the insured has agreed to be responsible.
 - b. the removal of the residential structure or the interference with the use thereof for ordinary residential purposes as the result of a final Court Order or Judgment, based upon the existence at the Date of the Policy of:
 - (1) any encroachment of said residential structure or any part thereof onto adjoining lands, or onto any easement shown as an exception in Part II of Schedule B of said Policy, or onto any unrecorded subsurface easement;
 - (2) any violation on the land of enforceable covenants, conditions or restrictions, provided that this coverage shall not refer to or include the terms, covenants and conditions contained in any lease, sub-lease, or contract of sale referred to in this Policy;
 - (3) any violation of applicable zoning ordinances to the extent that such ordinances regulate (a) area, width or depth of the land as a building site for the residential structure; (b) floor space area of the residential structure; (c) set back of the residential structure from the property lines of the land; or (d) height of the residential structure.
 - c. damage to the residential structure resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or shown as a reservation in Schedule B.

The total liability of the Company under said Policy and all indorsements attached thereto shall not exceed, in the aggregate, the amount of said Policy and costs which the Company is obligated under the conditions and stipulations thereof to pay; and nothing contained herein shall be construed as extending or changing the effective date of said Policy.

This Indorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

First American Title Insurance Company

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ASSISTANT SECRETARY

PRESIDENT



CLTA Form 126.1 (6-5-75) One-Four Family

