

EXHIBIT C

79- 70251

419.8-
48-560

DOCUMENT FILE

FIRST AMERICAN TITLE COMPANY of LOS ANGELES

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
JAN 17 1979 AT 8 A.M.
Recorder's Office

FREE L

WHEN RECORDED MAIL TO

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
650 Howe Avenue
Sacramento, CA 95825

78-33-366-18

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Parks and Recreation
Project: Poppy Preserve, DBP-379
Parcel: 2924B
80

CHARLES T. C. LIN and JEAN T. LIN, husband and wife as joint tenants

hereby GRANTS to THE STATE OF CALIFORNIA, the following described real property in the County of Los Angeles, State of California:

The West one-half of the Northeast quarter of the Northwest quarter of the Northwest quarter of Section 5, Township 7 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, in the office of the County Recorder of said County.

E Excepting therefrom an easement for public road, ingress and egress purposes to be used in common with others over the Southerly 30 feet of said land.

72 3827

Affix IRS

NONE

Dated: September 28, 1978

Charles T. C. Lin
CHARLES T. C. LIN

Subscribing Witness:
Reynold [Signature]

Jean T. Lin
JEAN T. LIN

alk

GRANTOR(S)

SUBSCRIBING WITNESS

STATE OF CALIFORNIA Hawaii

STATE OF CALIFORNIA Hawaii

County of Honolulu

County of Honolulu

On Sept. 28, 1978 before me, the undersigned, a Notary Public in and for the State of Hawaii, personally appeared

On Sept. 28, 1978 before me, the undersigned, a Notary Public in and for the State of California, personally appeared Raymond Kam

Charles T. C. Lin
Jean T. Lin

known to me to be the persons 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 and saw Charles T. C. Lin and Jean T. Lin

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

personally known to him to be the person described in and whose name subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

(Seal) Anna L. Kam
Anna L. Kam

(Seal) Anna L. Kam
Anna L. Kam

Name (Typed or Printed)
Notary Public in and for the State of California
Hawaii

Name (Typed or Printed)
Notary Public in and for the State of California
Hawaii

79-70 251

MA & TR. ENR. INC.
NOTARY PUBLIC

3F
22
LEE

10-10521

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 2924B - Poppy Preserve (Antelope Buttes)]

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 March 31, 1978, and designated as Exhibit "FF" of the minutes of that date, and acquisition by condemnation is not necessary.

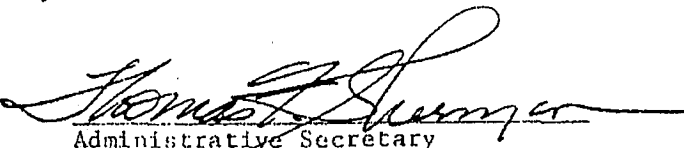
<u>Parcel Number</u>	<u>Date of Agreement</u>	<u>Date of Conveyance</u>	<u>Grantor</u>
2924B	9/28/78	9/28/78	Charles T. C. Lin and Jean T. Lin

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 October 25, 1978.

WITNESS my hand this 25th day of October, 1978.


Administrative Secretary
State Public Works Board

Memorandum

Date : April 5, 1979

File No. : DBP-379

To : Office of the Director
Department of Parks and Recreation
1416 Ninth Street, 14th Floor
Sacramento, CA 95814
Attention Jack Harrison, Chief
Acquisitions Division

Subject : TRANSFER OF JURISDICTION
Parks and Recreation
Antelope Buttes Poppy
Preserve
Parcels 2923 and 2924B

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

By resolution dated March 30, 1978, the State Public Works Board authorized the acquisition of subject parcels of real property required for the above-referenced project.

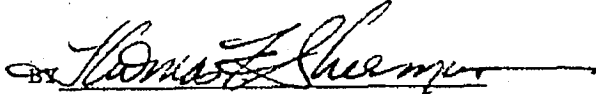
The Department of Parks and Recreation having determined that the subject parcels are needed for the purpose for which acquired as of the date hereof, the Director of General Services, acting pursuant to the Property Acquisition Law, transfers jurisdiction of the subject parcels of real property to the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

Copies of the recorded instrument of conveyance and policy of title insurance for the parcels 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 these parcels 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.

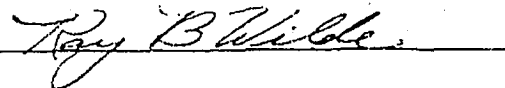
DEPARTMENT OF GENERAL SERVICES

BY 

THOMAS F. SHERMAN
Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

DEPARTMENT OF PARKS AND RECREATION

BY 

DATE 4-19-79



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 described 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 A.



First American Title Insurance Company

BY

PRESIDENT

ATTEST

SECRETARY

72 3827

CONDITIONS AND STIPULATIONS

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 hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

(i) 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 guaranty.

(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 indebtedness 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.

(b) 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 be 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 prejudice 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 lien of the insured 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

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, 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 INDEBTEDNESS

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:

(i) the actual loss of the insured claimant; or

(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

(Continued on inside back cover)

OP 7833366-18 end: FALL AS:df

SCHEDULE A

Total fee for Title, Examination
and Title Insurance \$129.75

Amount of Insurance: \$10,000.00

Policy No. TOR 1-332216

Date of Policy: January 17, 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.

SCHEDULE B

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

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property, or by the public records.
Proceedings 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.
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 of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

Our No. 7833366-18

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 became 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:

1. SUPPLEMENTAL TAXES, IF ANY, FOR THE FISCAL YEAR 1978-1979, A LIEN, THE AMOUNTS OF WHICH HAVE NOT YET BEEN DISCLOSED, BUT WHICH WILL BE DELINQUENT AFTER APRIL 10, 1979.
 - 1a. Second installment general and special county and/or city taxes for the
Fiscal Year: 1978-1979.
Amount: \$38.37.
Code No.: 9608.
Parcel No.: 3236-15-42.
Plus penalty and costs, if any.
2. An easement for public street, road or highway purposes as provided in the deed recorded March 5, 1970 as Instrument No. 2280, over the Northerly 50 feet of said land.

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 West half of the Northeast quarter of the Northwest quarter of the Northwest quarter of Section 5, Township 7 North, Range 14, West, San Bernardino Meridian, according to the official plat of said land approved by the Surveyor General February 19, 1856.

EXCEPT therefrom an easement for public road, ingress and egress purposes to be used in common with others over the southerly 30 feet of said land.

INDORSEMENT

Attached to Policy No. TOR 1-332216

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.
2. "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

BY



PRESIDENT

BY

ASSISTANT SECRETARY



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.

CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

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; TERMINATION 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.

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 subrogation 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 release 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 Company. 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.

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 interest 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.

POLICY OF TITLE INSURANCE

FIRST AMERICAN

First American Title Insurance Company

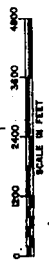
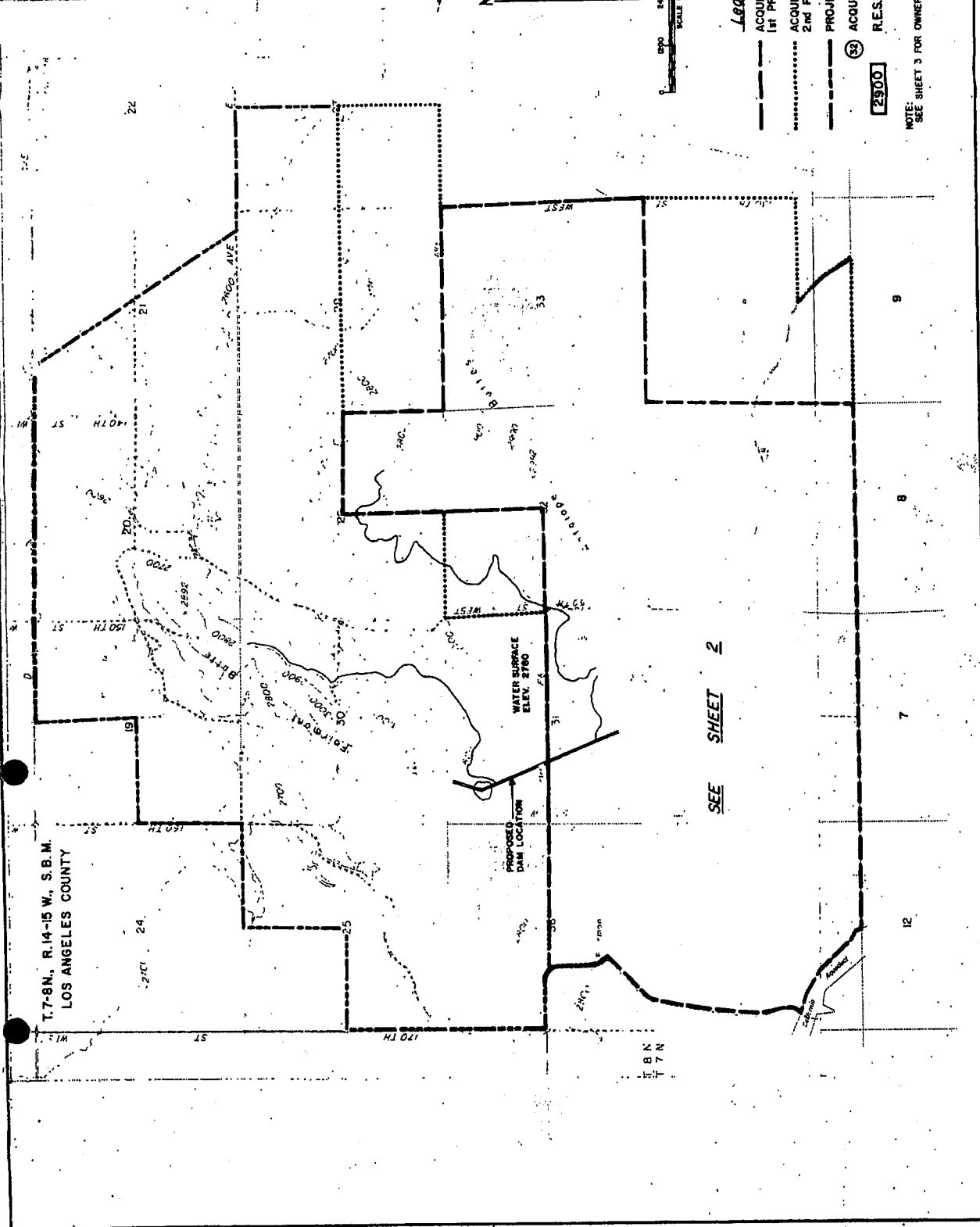
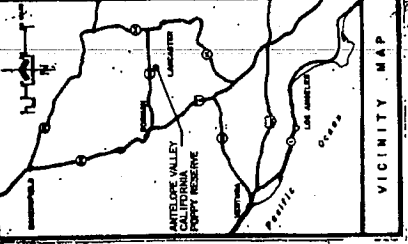
HOME OFFICE: SANTA ANA CALIFORNIA

1-1-75	DATE
1-15-75	REVISED ACQUISITION BOUNDARY AND REVERSED ACQUISITION BOUNDARY
1-22-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
3-2-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
3-10-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
3-17-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
3-24-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
4-7-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
4-14-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
4-21-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
4-28-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
5-5-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
5-12-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
5-19-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
5-26-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
6-2-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
6-9-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
6-16-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
6-23-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
6-30-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
7-7-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
7-14-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
7-21-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
7-28-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
8-4-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
8-11-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
8-18-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
8-25-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
9-1-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
9-8-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
9-15-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
9-22-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
9-29-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
10-6-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
10-13-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
10-20-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
10-27-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
11-3-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
11-10-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
11-17-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
11-24-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
12-1-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
12-8-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
12-15-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
12-22-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY
12-29-75	ADDED A.E.S. PARCEL NUMBER AND REVERSED ACQUISITION BOUNDARY

RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION
 APPROVED: _____ DATE: 1/1/76
 DIRECTOR

ANTLOPE VALLEY CALIFORNIA POPPY RESERVE
 ACQUISITION PLAN

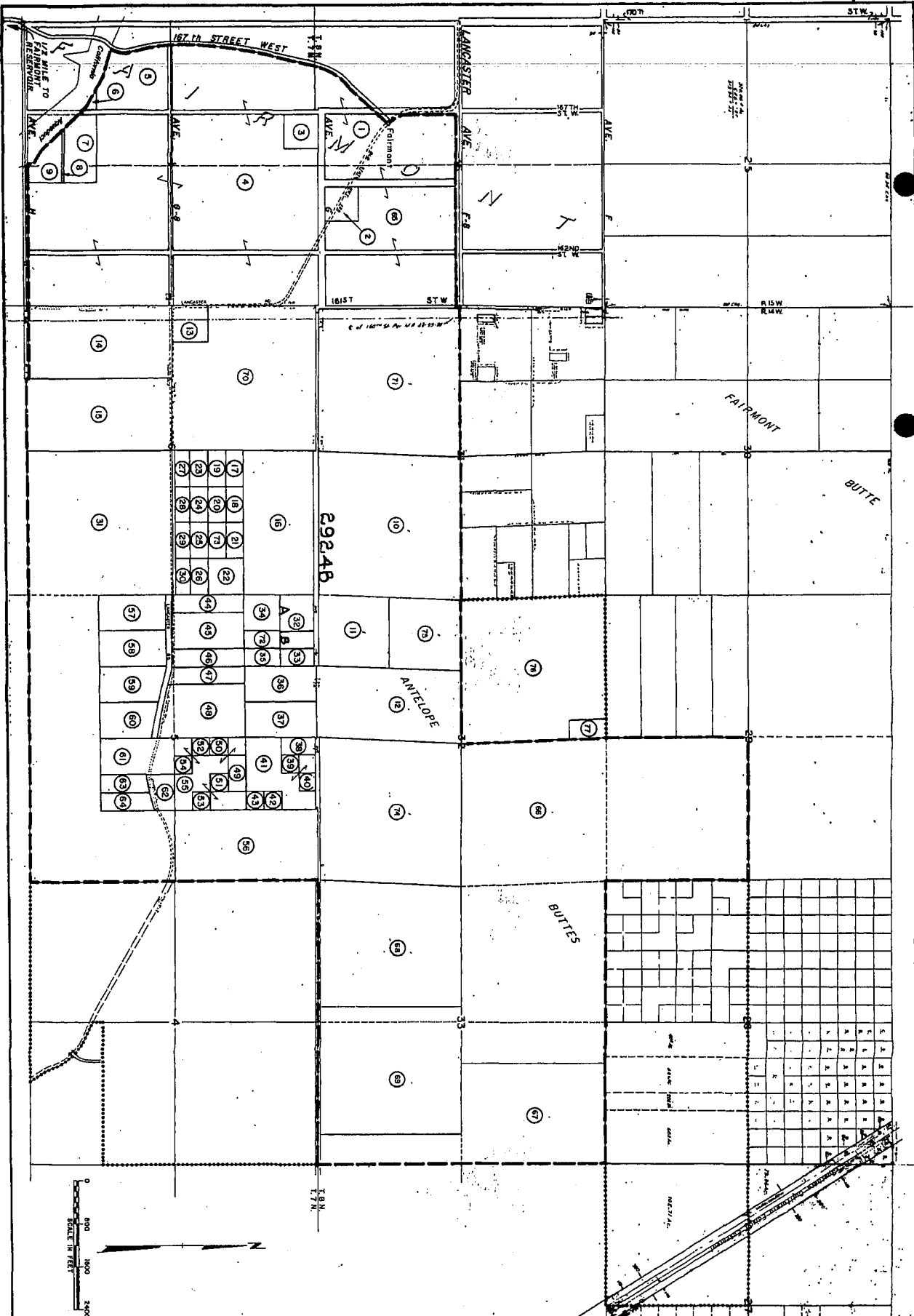
PROJECT NO. 13971
 SHEET NO. 1
 OF 3



- Legend**
- ACQUISITION BOUNDARY - 1st PRIORITY
 - ACQUISITION BOUNDARY - 2nd PRIORITY
 - PROJECT BOUNDARY
 - ACQUISITION PARCEL NO. [2900]
 - R.E.S. PARCEL NO.

NOTE: SEE SHEET 3 FOR OWNERSHIP SCHEDULE

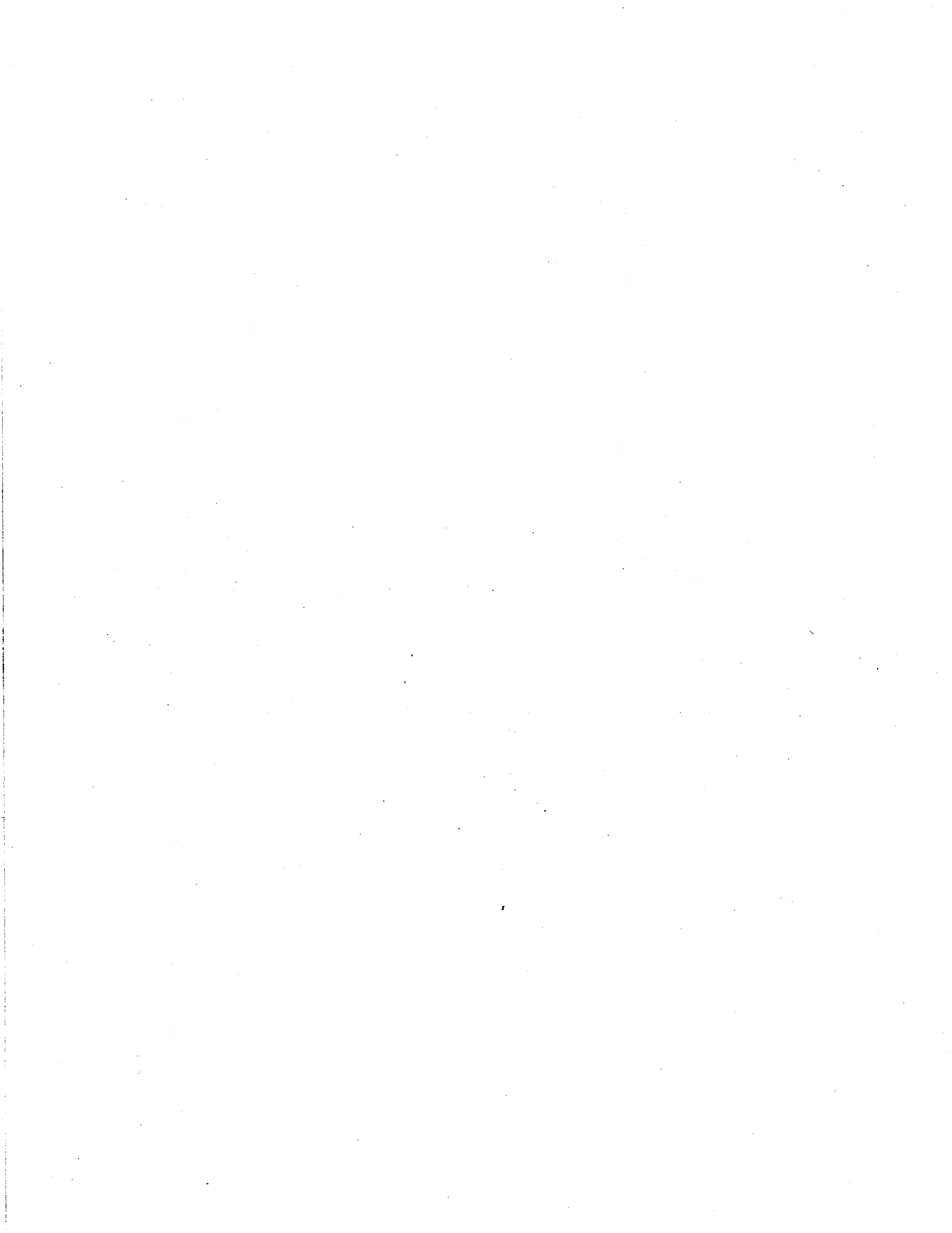
T.7-8N., R.14-15 W., S.B.M.
 LOS ANGELES COUNTY



237 SHEET NO.	ANTELOPE VALLEY CALIFORNIA POPPY RESERVE ACQUISITION PLAN	RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION APPROVED: <i>[Signature]</i> DATE: <i>1/1/77</i> DIRECTOR	REVISIONS 1. REVISED ACQUISITION BOUNDARY 2. REVISED ACQUISITION BOUNDARY AND ADDED R.E.S. PARCEL NO. 3. ADDED PARCEL NUMBERS 76 & 77 4. ADDED R.E.S. P.C. NO'S 3249, 3250, 3252	DATE 3-12-75 3-23-76 9-5-76 1-3-77	DESIGNED M. L. FRANK M. J. L. Z. A. SHAWL March 1976 CHECKED
	DRAWING NO. 13971				

1. REVERSE ACQUISITION BOUNDARY
 2. L&S PARCEL NOS
 3. L&S PARCEL NUMBERS TO A.77
 4. ADDED M.E.S. PARCEL NUMBERS 2249, 2250, 2251

A.E.S. PARCEL NO.	PARCEL NO.	OWNER	SCHEDULE NUMBER	SECTION	TOWNSHIP	RANGE	SACREAGE
100	1	W. L. ...		3	10N	12E	1.4
101	2	W. L. ...		3	10N	12E	1.4
102	3	W. L. ...		3	10N	12E	1.4
103	4	W. L. ...		3	10N	12E	1.4
104	5	W. L. ...		3	10N	12E	1.4
105	6	W. L. ...		3	10N	12E	1.4
106	7	W. L. ...		3	10N	12E	1.4
107	8	W. L. ...		3	10N	12E	1.4
108	9	W. L. ...		3	10N	12E	1.4
109	10	W. L. ...		3	10N	12E	1.4
110	11	W. L. ...		3	10N	12E	1.4
111	12	W. L. ...		3	10N	12E	1.4
112	13	W. L. ...		3	10N	12E	1.4
113	14	W. L. ...		3	10N	12E	1.4
114	15	W. L. ...		3	10N	12E	1.4
115	16	W. L. ...		3	10N	12E	1.4
116	17	W. L. ...		3	10N	12E	1.4
117	18	W. L. ...		3	10N	12E	1.4
118	19	W. L. ...		3	10N	12E	1.4
119	20	W. L. ...		3	10N	12E	1.4
120	21	W. L. ...		3	10N	12E	1.4
121	22	W. L. ...		3	10N	12E	1.4
122	23	W. L. ...		3	10N	12E	1.4
123	24	W. L. ...		3	10N	12E	1.4
124	25	W. L. ...		3	10N	12E	1.4
125	26	W. L. ...		3	10N	12E	1.4
126	27	W. L. ...		3	10N	12E	1.4
127	28	W. L. ...		3	10N	12E	1.4
128	29	W. L. ...		3	10N	12E	1.4
129	30	W. L. ...		3	10N	12E	1.4
130	31	W. L. ...		3	10N	12E	1.4
131	32	W. L. ...		3	10N	12E	1.4
132	33	W. L. ...		3	10N	12E	1.4
133	34	W. L. ...		3	10N	12E	1.4
134	35	W. L. ...		3	10N	12E	1.4
135	36	W. L. ...		3	10N	12E	1.4
136	37	W. L. ...		3	10N	12E	1.4
137	38	W. L. ...		3	10N	12E	1.4
138	39	W. L. ...		3	10N	12E	1.4
139	40	W. L. ...		3	10N	12E	1.4
140	41	W. L. ...		3	10N	12E	1.4
141	42	W. L. ...		3	10N	12E	1.4
142	43	W. L. ...		3	10N	12E	1.4
143	44	W. L. ...		3	10N	12E	1.4
144	45	W. L. ...		3	10N	12E	1.4
145	46	W. L. ...		3	10N	12E	1.4
146	47	W. L. ...		3	10N	12E	1.4
147	48	W. L. ...		3	10N	12E	1.4
148	49	W. L. ...		3	10N	12E	1.4
149	50	W. L. ...		3	10N	12E	1.4
150	51	W. L. ...		3	10N	12E	1.4
151	52	W. L. ...		3	10N	12E	1.4
152	53	W. L. ...		3	10N	12E	1.4
153	54	W. L. ...		3	10N	12E	1.4
154	55	W. L. ...		3	10N	12E	1.4
155	56	W. L. ...		3	10N	12E	1.4
156	57	W. L. ...		3	10N	12E	1.4
157	58	W. L. ...		3	10N	12E	1.4
158	59	W. L. ...		3	10N	12E	1.4
159	60	W. L. ...		3	10N	12E	1.4
160	61	W. L. ...		3	10N	12E	1.4
161	62	W. L. ...		3	10N	12E	1.4
162	63	W. L. ...		3	10N	12E	1.4
163	64	W. L. ...		3	10N	12E	1.4
164	65	W. L. ...		3	10N	12E	1.4
165	66	W. L. ...		3	10N	12E	1.4
166	67	W. L. ...		3	10N	12E	1.4
167	68	W. L. ...		3	10N	12E	1.4
168	69	W. L. ...		3	10N	12E	1.4
169	70	W. L. ...		3	10N	12E	1.4
170	71	W. L. ...		3	10N	12E	1.4
171	72	W. L. ...		3	10N	12E	1.4
172	73	W. L. ...		3	10N	12E	1.4
173	74	W. L. ...		3	10N	12E	1.4
174	75	W. L. ...		3	10N	12E	1.4
175	76	W. L. ...		3	10N	12E	1.4
176	77	W. L. ...		3	10N	12E	1.4
177	78	W. L. ...		3	10N	12E	1.4
178	79	W. L. ...		3	10N	12E	1.4
179	80	W. L. ...		3	10N	12E	1.4
180	81	W. L. ...		3	10N	12E	1.4
181	82	W. L. ...		3	10N	12E	1.4
182	83	W. L. ...		3	10N	12E	1.4
183	84	W. L. ...		3	10N	12E	1.4
184	85	W. L. ...		3	10N	12E	1.4
185	86	W. L. ...		3	10N	12E	1.4
186	87	W. L. ...		3	10N	12E	1.4
187	88	W. L. ...		3	10N	12E	1.4
188	89	W. L. ...		3	10N	12E	1.4
189	90	W. L. ...		3	10N	12E	1.4
190	91	W. L. ...		3	10N	12E	1.4
191	92	W. L. ...		3	10N	12E	1.4
192	93	W. L. ...		3	10N	12E	1.4
193	94	W. L. ...		3	10N	12E	1.4
194	95	W. L. ...		3	10N	12E	1.4
195	96	W. L. ...		3	10N	12E	1.4
196	97	W. L. ...		3	10N	12E	1.4
197	98	W. L. ...		3	10N	12E	1.4
198	99	W. L. ...		3	10N	12E	1.4
199	100	W. L. ...		3	10N	12E	1.4



81-1112067

WHEN RECORDED MAIL TO

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
650 Howe Avenue
Sacramento, CA 95825

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. 8 A.M. NOV 10 1981
PAST.

FREE 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Parks and Recreation
Project: Poppy Preserve, DBP-379
Parcel: 2922

W. P. MONTAMBLE and BARBARA J. MONTAMBLE, husband and wife, as joint tenants, as to an undivided one-half interest; and FRED F. STUART, a widower, who acquired title as FRED F. STUART, a married man, as to an undivided one-half interest,

hereby GRANTS to THE STATE OF CALIFORNIA, the following described real property in the County of Los Angeles, State of California:

The Northerly 324.65 feet of the Southerly 599.21 feet of Parcel 4 of the Parcel Map No. 4267 in the County of Los Angeles, State of California, as shown upon a Parcel Map filed in Book 7 Page 81 of Parcel Maps of said County.

This Grant Deed is being recorded to correct the legal descriptions as previously set out in the Grant Deeds recorded on November 9, 1978 and December 13, 1979, as instrument numbers 78-1252340 and 79-1397089, respectively.

Q

Affix IRS

Dated: 8/13/81

Subscribing Witness:

W. P. Montamble
W. P. MONTAMBLE
Barbara J. Montamble
BARBARA J. MONTAMBLE
Fred F. Stuart
FRED F. STUART

RES-101 (5/78)

72-2272

GRANTOR(S)

SUBSCRIBING WITNESS

2

STATE OF CALIFORNIA

STATE OF CALIFORNIA

County of Los Angeles } ss.

County of Los Angeles } ss.

On July 2, 1981 before me, the undersigned, a Notary Public in and for the State of California, personally appeared

On August 13, 1981 before me, the undersigned, a Notary Public in and for the State of California, personally appeared W. P. Montemile,

Fred J. Steen

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 and saw W. P. Montemile

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

W. P. Montemile

personally known to him to be the person described in and whose name is subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

(Seal) Kathleen F. Duggan
KATHLEEN F. DUGGAN

Bonnie J. Steen (Seal)
BONNIE J. STEEN

Name (Typed or Printed)
Notary Public in and for the State of California

Name (Typed or Printed)
Notary Public in and for the State of California

81-1112067



72-3873

AGENCY: Parks and Recreation

3

PROJECT: Poppy Preserve, DBP 379

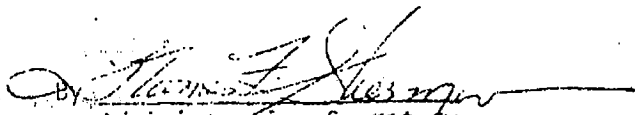
PARCEL: 2922

CERTIFICATE OF ACCEPTANCE

RECORDING MEMO:
PLEASE RECORD IN ORDER TO
QUALITY OF ORIGINAL DOCUMENT.

This is to certify that the interest in real property conveyed by the deed dated August 13, 1981, from W. P. Montamble, et al. to the State of California, is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by resolution of said Board duly adopted and the grantee consents to the recordation thereof by its duly authorized officer.

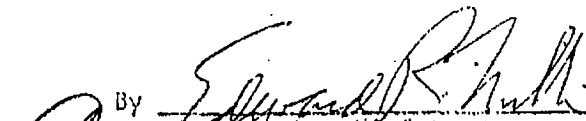
State of California
State Public Works Board

By 
Administrative Secretary

Dated NOV 3 1981

81- 1112067

APPROVED:
DEPARTMENT OF GENERAL SERVICES

By 
Director by Chief Land Agent

72-3873

FIRST AMERICAN

pel 2922

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 described 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;

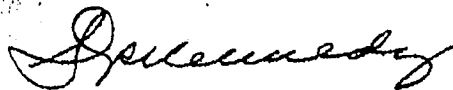
and in addition, as to an insured lender only:

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 A.

First American Title Insurance Company

BY



PRESIDENT

ATTEST



SECRETARY

B1 799611

72-3873

OP 159169-61 AS:11

SCHEDULE A

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

Amount of Insurance: \$11,550.00

Policy No. TA 1393e9

Date of Policy: November 10, 1981 at 8:31 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.

4

72-3873

Our No. 139369-61

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:

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

Proceedings 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.
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.

72-3873

Our No. 139369-61

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 became 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:

1. An easement affecting all of said land for the purposes stated herein, and incidental purposes,
In Favor Of: Southern California Edison Company, Ltd., a corporation.
For: pole lines.
Recorded: October 17, 1946 in book 23883 page 16, Official Records.
2. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes,
In Favor Of: Leonard A. Willey and Dorothy E. Willey.
For: public road and utilities to be used in common with others.
Recorded: July 9, 1958 in book D-149 page 650, Official Records.
Affects: the East 20 feet.

72-3873

All Policy Forms

Our No. 139369-67

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 Northerly 324.65 feet of the Southerly 599.21 feet of Parcel 4 of the Parcel Map No. 4267, as shown upon a Parcel Map filed in Book 7 Page 61 of Parcel Maps, in the office of the county recorder of said county.

72-3873

72-3873

15

619

9608

1

7115 A.C.
331 - 2
7437 AC

(5812 in. Acc)

5887 Ac. Acc.

7

8

5

4

13

2

3

11

13

10

16

15

14

17

RD.

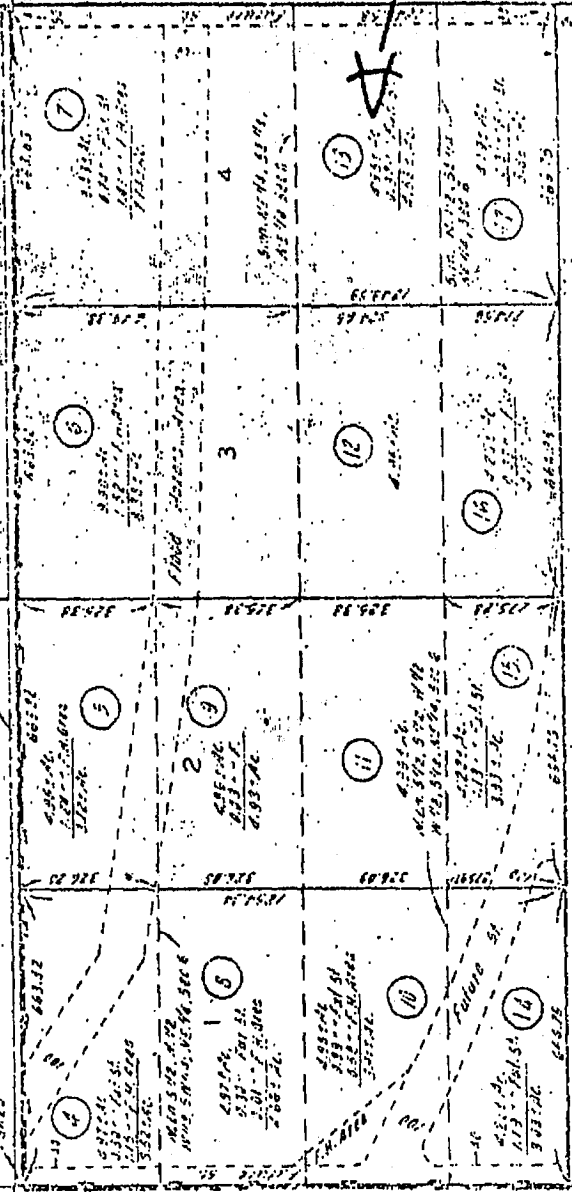
9601

17

32965

27456

59921



CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

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; TERMINATION 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.

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 subrogation 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 release 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 Company. 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.

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 title to the estate or interest covered hereby, in 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, if President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

No payment shall be made without production of 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 issues this policy.

72-3873

78-1252340

DOCUMENT FILE

419.8-560

FIRST AMERICAN TITLE COMPANY OF LOS ANGELES

WHEN RECORDED MAIL TO

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA.

NOV 9 1978 AT 8 A.M.

Recorder's Office

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
650 Howe Avenue
Sacramento, CA 95825

139369-18

FREE 3M

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Parks and Recreation

Project: Poppy Preserve, DBP-379

Parcel: 2922

W. P. MONTAMBLE and BARBARA J. MONTAMBLE, husband and wife, as joint tenants, as to an undivided one-half interest; and FRED F. STUART, a widower, who acquired title as FRED F. STUART, a married man, as to an undivided one-half interest,

hereby GRANTS to THE STATE OF CALIFORNIA, the following described real property in the County of Los Angeles, State of California:

The ^{South} Northerly 324.65 feet of the ^{West} Southerly 974.03 feet of Parcel 4 of Parcel Map No. 4267, in the County of Los Angeles, State of California, as shown upon a Parcel Map filed in book 7 page 81 of Parcel Maps of said county.

419.8-560

72 3873

Affix IRS

NONE

Dated: July 28, 1978

Subscribing Witness:

W. P. Montamble
BARBARA J. MONTAMBLE
FRED F. STUART

GRANTOR(S)

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

STATE OF CALIFORNIA

COUNTY OF Los Angeles } ss.

COUNTY OF } ss.

On July 28, 1978 before me, the undersigned, a Notary Public in and for the State of California, personally appeared

On....., 19..... before me, the undersigned, a Notary Public in and for the State of California, personally appeared

K. R. Westenberg,
Barbara G. Montanelli,
Dred A. Stewart
known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same.

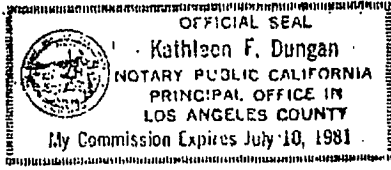
.....
personally known to him to be the person... described in and whose name... subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

(Seal) Kathleen F. Dungan
KATHLEEN F. DUNGAN
Name (Typed or Printed)
Notary Public in and for the State of California

..... (Seal)
.....
Name (Typed or Printed)
Notary Public in and for the State of California



78-1252340

78-1252340

Exhibit "F".
of minutes
State Public Works Board
July 31, 1978

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

(Parcels 2918, 2920 and 2921 - Poppy Preserve)

WHEREAS, the owners of the hereinafter identified parcels of real property have agreed to sell said parcels to the State for the consideration set forth in the hereinafter identified agreements, 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 agreements 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 March 31, 1978, and designated as Exhibit "FF" of the minutes of that date, and acquisition by condemnation is not necessary.

<u>Parcel Number</u>	<u>Date of Agreement</u>	<u>Date of Conveyance</u>	<u>Grantor</u>
2918	6/22/78	6/22/78	Linda Ludwin
2920	7/11/78	7/11/78	Julius B. Girard and Jean Girard
2921	7/28/78	7/28/78	W. P. Montamble and Barbara Montamble and Fred F. Stuart

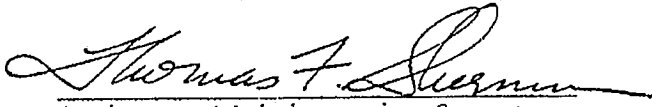
78-1252340

BE IT FURTHER RESOLVED, that the conveyances identified above are 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 agreements 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 July 31, 1978.

WITNESS my hand this 31st day of July, 1978.


Assistant Administrative Secretary
State Public Works Board

Memorandum

DOCUMENT FILE

Date : June 28, 1979

File No. : DBP-379

To : Office of the Director
Department of Parks and Recreation
1416 Ninth Street, 14th Floor
Sacramento, CA 95814
Attention Jack Harrison, Chief
Acquisitions Division

Subject : TRANSFER OF JURISDICTION
Parks and Recreation
Antelope Buttes Poppy Preserve
Parcels 2918 and 2922

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

By resolution dated March 31, 1978, the State Public Works Board authorized the acquisition of subject parcels of real property required for the above-referenced project.

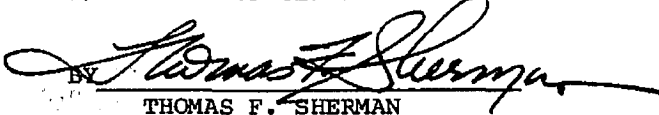
The Department of Parks and Recreation having determined that the subject parcels are needed for the purpose for which acquired as of the date hereof, the Director of General Services, acting pursuant to the Property Acquisition Law, transfers jurisdiction of the subject parcels of real property to the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

Copies of the recorded instrument of conveyance and policy of title insurance for the parcels 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 these parcels have been handled pursuant to Section 4986, et seq., Revenue and Taxation Code.

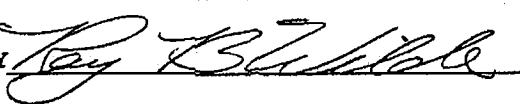
Attached are three copies of this letter which we request be acknowledged on behalf of the Department of Parks and Recreation. The original may be retained for your records. After so signing, please return the three copies to this office.

DEPARTMENT OF GENERAL SERVICES

BY 
THOMAS F. SHERMAN
Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

DEPARTMENT OF PARKS AND RECREATION

BY 

DATE 7/3/79



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 described 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:

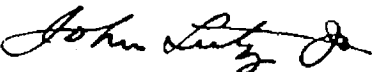
5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - a. usury, or
 - b. any consumer credit protection or truth in lending law;
6. 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 A.



First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY

72 3873

CONDITIONS AND STIPULATIONS

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 hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

(i) 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 guaranty.

(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 indebtedness 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.

(b) 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 be 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 prejudice 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 lien of the insured 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

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, 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 INDEBTEDNESS

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:

(i) the actual loss of the insured claimant;

or

(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

(Continued on inside back cover)

DP 139369-18 end: FA11 AS:JJ

SCHEDULE A

Total fee for Title, Examination
and Title Insurance \$34.94

Amount of Insurance: \$11,500.00

Policy No. TOR 1-307879

Date of Policy: November 9, 1978 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.

Our No. 139369-16

SCHEDULE B

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

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings 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.
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 of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

Our No. 139369-18

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:

1. SUPPLEMENTAL TAXES, IF ANY, FOR THE FISCAL YEAR 1978-1979, A LIEN, THE AMOUNTS OF WHICH HAVE NOT YET BEEN DISCLOSED, BUT WHICH WILL BE DELINQUENT AFTER APRIL 10, 1979.
 - 1a. General and special county taxes for the fiscal year 1978-1979, in the amount of \$89.38.
2. An easement for pole lines and incidental purposes, in favor of Southern California Edison Company, Ltd., a corporation, recorded in book 23883 page 16, Official Records, over said land.
3. An easement for public road and utilities to be used in common with others, and incidental purposes, in favor of Leonard A. Willey and Dorothy E. Willey, recorded in book 0 149 page 650, Official Records, over the East 20 feet of said land.

All Policy Forms

Our No. 139369-18

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 Northerly 324.65 feet of the Southerly 974.03 feet of Parcel 4, of Parcel Map No. 4267, as shown upon a Parcel Map filed in book 7, page 81 of Parcel Maps of said county.

INDORSEMENT

Attached to Policy No. TOR 1-307879

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.
2. "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

BY



PRESIDENT

BY

ASSISTANT SECRETARY



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.

CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

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; TERMINATION 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.

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 subrogation 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 release 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 Company. 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.

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 interest 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.

POLICY OF TITLE INSURANCE

FIRST AMERICAN

First American Title Insurance Company

HOME OFFICE: SANTA ANA CALIFORNIA

DOCUMENT FILE

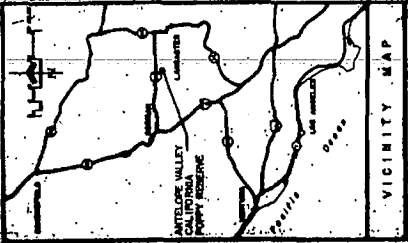
DATE	1-1-77
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RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION
 MANAGED DATE 1/1/77
 DIRECTOR

ANTELOPE VALLEY CALIFORNIA POPPY RESERVE
 ACQUISITION PLAN

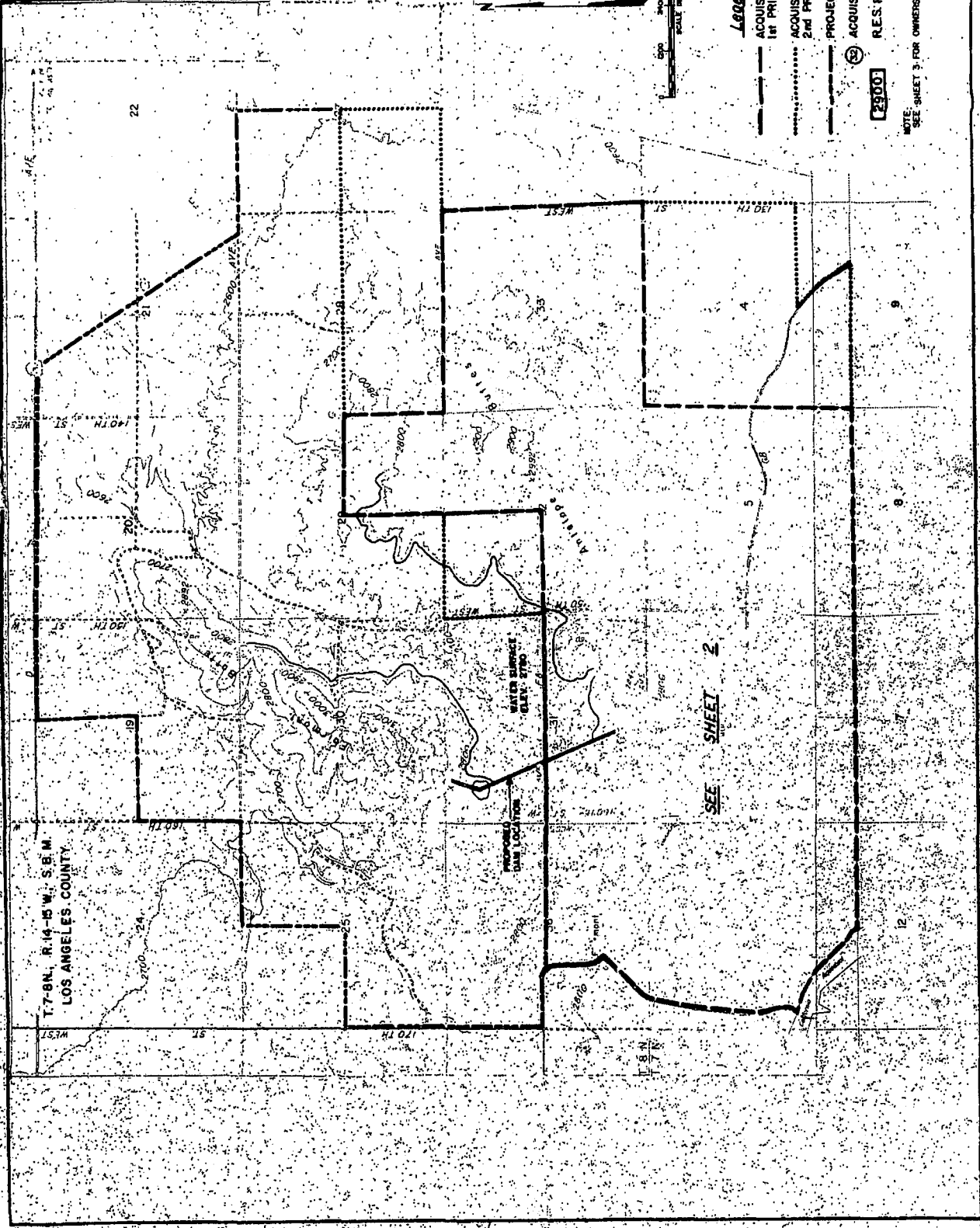
PROJECT NO.
13971

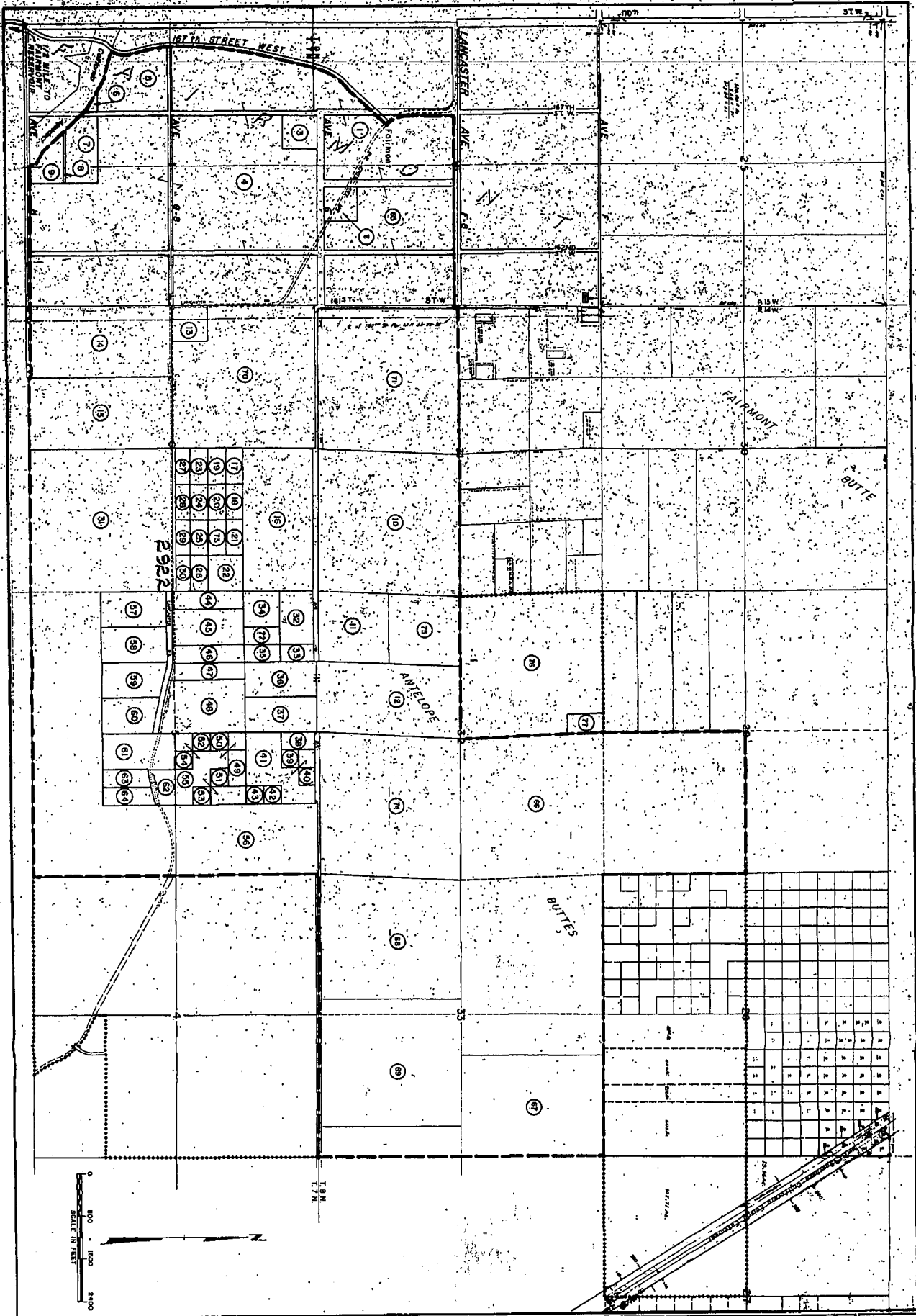
SHEET NO.
1



- Legend**
- ACQUISITION BOUNDARY - 1st PRIORITY
 - ACQUISITION BOUNDARY - 2nd PRIORITY
 - PROJECT BOUNDARY
 - ⊙ ACQUISITION PARCEL NO. [2900] R.E.S. PARCEL NO.

NOTE: SEE SHEET 3 FOR OWNERSHIP SCHEDULE





SHEET NO. 23	DRAWING NO. 13971	ANTELOPE VALLEY CALIFORNIA POPPY RESERVE	RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	REVISIONS 1. REVISED ACQUISITION BOUNDARY 2. REVISED ACQUISITION BOUNDARY AND ADDED P.E. 3 PARCEL NO. 3. ADDED PARCEL NUMBERS 76 & 77 4. ADDED RES. P.C.L. NO'S 3249, 3250, 3252	DATE 3-12-75 3-25-76 6-5-76 1-5-77	DESIGNED M. L. W. 1974 DRAWN M. L. W. 1975 CHECKED
		ACQUISITION PLAN	APPROVED: <i>[Signature]</i> DIRECTOR	DATE: 1-1-77		

OWNERSHIP SCHEDULE

R.E.S. Parcel No.	Parcel No.	Owner	Acquisition Method	Section	Township, Range & Meridian	Acres
1	1
2	2
3	3
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3 SHEET NO.	DRAWING NO. 13971	ANTELOPE VALLEY CALIFORNIA POPPY RESERVE	RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	REVISIONS 1. REVISED ACQUISITION BOUNDARY 2. REVISED ACQUISITION BOUNDARY B ADDED 3. ADDED PARCEL NUMBERS 76 & 77 4. ADDED R.E.S. PARCEL NUMBERS 3249, 3250, 3252	DATE 5-18-79 5-28-79 8-5-79 1-3-77	DESIGNED DRAWN CHECKED
		ACQUISITION PLAN	APPROVED _____ DATE <u>1-1-80</u> DIRECTOR			



79-241827

Kotley DOCUMENT FILE
419.8-560

FIRST AMERICAN TITLE COMPANY OF LOS ANGELES

WHEN RECORDED MAIL TO

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
650 Howe Avenue
Sacramento, CA 95825
139375-18

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA.

MAR 2 1979 AT 8 A.M.

Recorder's Office

FEE
\$4
20

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Parks and Recreation
Project: Poppy Preserve DBP-379.
Parcel: 2917

SEYMORE KLASTORIN and TOBI KLASTORIN, husband and wife, as joint tenants

hereby GRANTS to THE STATE OF CALIFORNIA, the following described real property
in the County of Los Angeles, State of California:

The Northerly 326.38 feet of Parcel 3 of Parcel Map No. 4267, in the
County of Los Angeles, State of California, as shown upon a Parcel Map
filed in book 7 page 81 of Parcel Maps of said county.

EXCEPTING THEREFROM all minerals lying below a depth of 500 feet, without
however the right to drill or mine through the surface thereof.

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Gov't. Code Sec. 6103

72 3845

Attach IRS

Dated: *October 13, 1978*

Seymore Klastorin
SEYMORE KLASTORIN

Subscribing Witness:

Frank P. Kotley

Tobi Klastorin
TOBI KLASTORIN

PD-210

REV 84 (3/73)

GRANTOR(S)

SUBSCRIBING WITNESS

STATE OF CALIFORNIA } ss.
COUNTY OF _____

STATE OF CALIFORNIA } ss.
COUNTY OF Sacramento

On _____, 19____ before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____

On October 16, 1978 before me, the undersigned, a Notary Public in and for the State of California, personally appeared Frank D. Kotey, 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 and saw Seymore Klastorin and Tobi Klastorin

known to me to be the person whose name subscribed to the within instrument and acknowledged that _____ executed the same.

personally known to him to be the person described in and whose name _____ subscribed to the within instrument, execute the same; and that said subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.

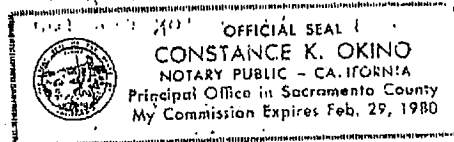
WITNESS my hand and official seal.

(Seal) _____

Constance K. Okino (Seal)

Name (Typed or Printed)
Notary Public in and for the State of California

CONSTANCE K. OKINO
Name (Typed or Printed)
Notary Public in and for the State of California



13 611061

13 611061

3

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

(Parcels 2917 and 2919 - Poppy Preserve)

WHEREAS, the owners of the hereinafter identified parcels of real property have agreed to sell said parcels to the State for the consideration set forth in the hereinafter identified agreements, 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 agreements 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 March 31, 1978, and designated as Exhibit "FF" of the minutes of that date, and acquisition by condemnation is not necessary.

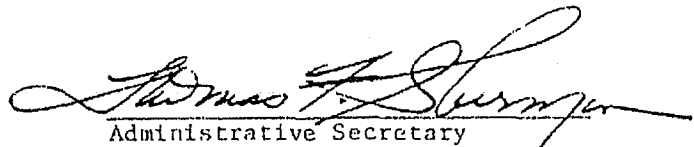
<u>Parcel Number</u>	<u>Date of Agreement</u>	<u>Date of Conveyance</u>	<u>Grantor</u>
2917	10/12/78	10/12/78	Seymore Klastorin and Tobi Klastorin
2919	10/16/78	10/16/78	Lynn Masters

BE IT FURTHER RESOLVED, that the conveyances identified above are 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 agreements 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 November 28, 1978.

WITNESS my hand this 28th day of November, 1978.


Administrative Secretary
State Public Works Board

79-241827

Memorandum

Date : May 2, 1979

File No. : DBP 379

To : Office of the Director
Department of Parks and Recreation
1416 Ninth Street, 14th Floor
Sacramento, CA 95814Subject : TRANSFER OF JURISDICTION
Parks and Recreation
Antelope Butte Poppy
Preserve
Parcels 2917 and 2920Attention Jack Harrison, Chief
Acquisitions DivisionFrom : Department of General Services - Real Estate Services Division
650 Howe Avenue, Sacramento 95825

By resolution dated March 31, 1978, the State Public Works Board authorized the acquisition of subject parcels of real property required for the above-referenced project.

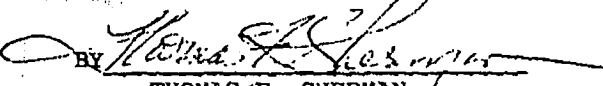
The Department of Parks and Recreation having determined that the subject parcels are needed for the purpose for which acquired as of the date hereof, the Director of General Services, acting pursuant to the Property Acquisition Law, transfers jurisdiction of the subject parcels of real property to the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

Copies of the recorded instrument of conveyance and policy of title insurance for the parcels 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 these parcels have been handled pursuant to Section 4986, et seq., Revenue and Taxation Code.

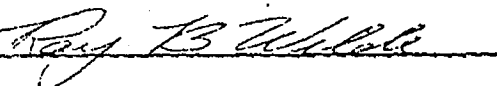
Attached are three copies of this letter which we request be acknowledged on behalf of the Department of Parks and Recreation. The original may be retained for your records. After so signing, please return the three copies to this office.

DEPARTMENT OF GENERAL SERVICES

BY 
THOMAS F. SHERMAN
Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

DEPARTMENT OF PARKS AND RECREATION

BY 

DATE 5-10-79



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 described 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 A.



First American Title Insurance Company

BY

PRESIDENT

ATTEST

SECRETARY

72 3845

CONDITIONS AND STIPULATIONS

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 hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

(i) 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 guaranty.

(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 indebtedness 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.

(b) 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 be 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 prejudice 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 lien of the insured 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

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, 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 INDEBTEDNESS

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 thereof 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:

(i) the actual loss of the insured claimant;

or
(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

(Continued on inside back cover)

DP 139378-18 ends. Fall AS:pd

SCHEDULE A

Total fee for Title, Examination
and Title Insurance \$78.56

Amount of Insurance: \$10,000.00

Policy No. TOR 1-332995

Date of Policy: March 2, 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.

Our No. 139378-18

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:

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

Proceedings 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.
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.

Our No. 139578-18

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:

1. General and special taxes, a lien not yet payable, for the fiscal year 1979-1980.

1a. General and special county and/or city taxes, including personal property taxes, if any:

Fiscal Year:	1978-1979.
Total	\$89.38.
First Installment:	\$44.69.
Personal Property taxes:	\$none.
Penalty:	\$2.68.
Second Installment:	\$44.69.
Penalty and costs:	\$5.68.
Exemptions:	
(Veterans or Homeowners):	\$none.
Code No.:	9601.
Parcel No.:	3236-18-22.

1b. Taxes shown above may be subject to reassessment and increase.

2. An easement for a flood control area over said land, as delineated on Parcel Map No. 4267, as shown herein.

3. An easement affecting all of said land for pole lines and incidental purposes, in favor of Southern California Edison Company, Ltd., a corporation, recorded October 17, 1946 in book 23883 page 16, Official Records.

E19

Our No. 139378-18

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 Northerly 526.38 feet of Parcel 3 of Parcel Map No. 4267, as shown upon a Parcel Map filed in book 7 page 81 of Parcel Maps, in the office of the county recorder of said county.

EXCEPT therefrom all minerals lying below a depth of 500 feet, without, however the right to drill or mine through the surface thereof, in deed recorded March 2, 1977 as Instrument No. 79-241827.

INDORSEMENT

Attached to Policy No. TOR 1-332995

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.
2. "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

BY  PRESIDENT

BY ASSISTANT SECRETARY



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.

CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

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; TERMINATION 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.

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 subrogation 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 release 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 Company. 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.

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 interest 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.

POLICY OF TITLE INSURANCE



First American Title Insurance Company

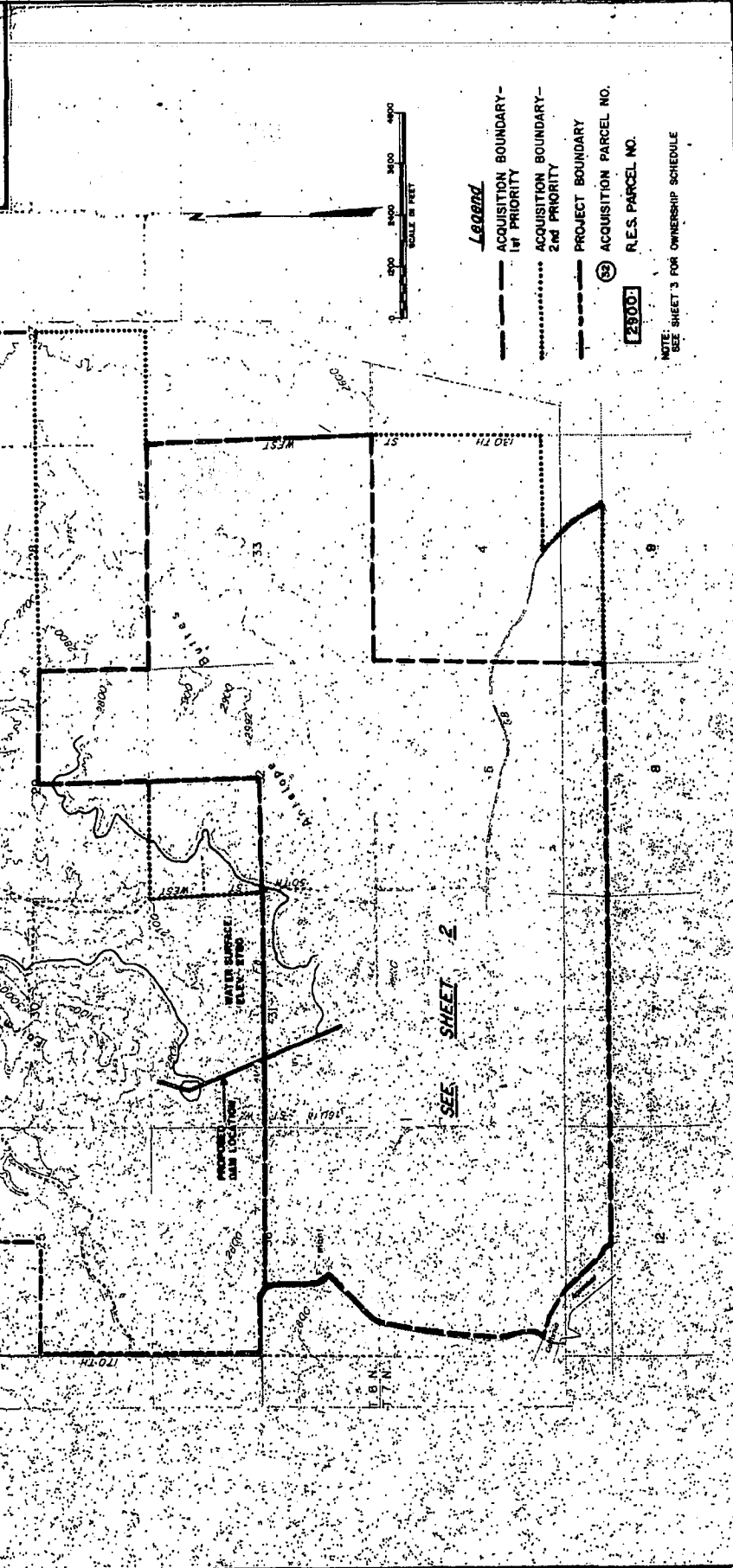
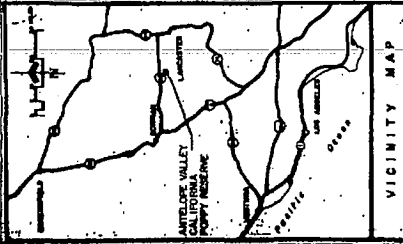
HOME OFFICE: SANTA ANA CALIFORNIA

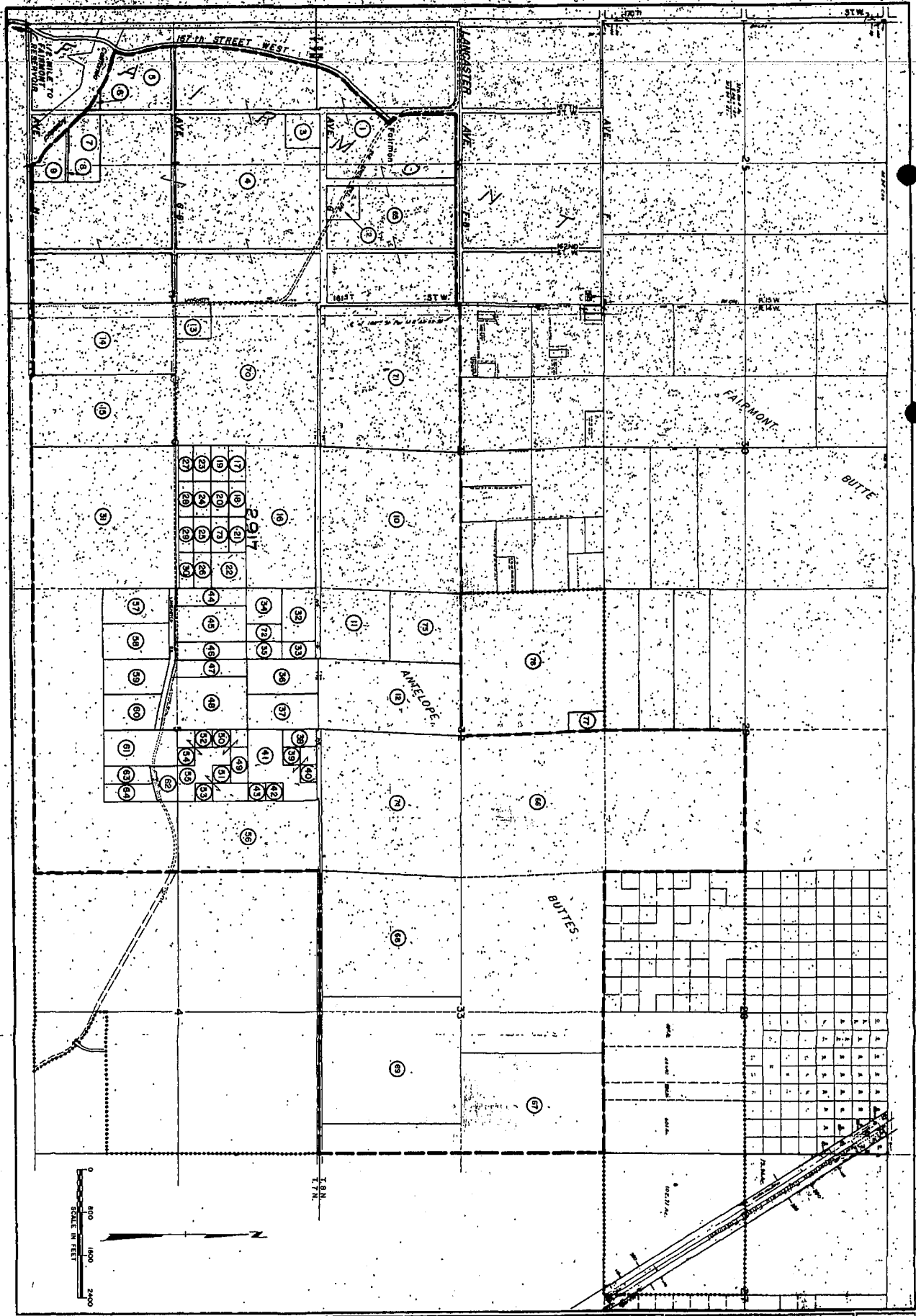
REVISION	DATE	DESCRIPTION
1-12-76		REVISED ACQUISITION BOUNDARY AND R.E.S. PARCEL NUMBER
2-23-76		ADDED A.E.S. PARCEL NUMBER
4-9-76		ADDED A.E.S. PARCEL NUMBER
6-9-76		ADDED A.E.S. PARCEL NUMBER
1-9-77		ADDED A.E.S. PARCEL NUMBER

RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
DATE: 1/1/77
DIRECTOR

ANTLOPE VALLEY CALIFORNIA POPPY RESERVE
ACQUISITION PLAN

PROJECT NO. 13971
SHEET NO. 1





SHEET NO. 2	DRAWING NO. 13971	ANTELOPE VALLEY CALIFORNIA POPPY RESERVE		RESOURCES AGENCY OF CALIFORNIA		REVISIONS		DATE		DESIGNED	
		ACQUISITION PLAN		DEPARTMENT OF PARKS AND RECREATION		1. REVISED ACQUISITION BOUNDARY		3-12-76		BY: LAYTON	
						2. REVISED ACQUISITION BOUNDARY AND ADDED P.E. 3 PARCEL NO.		3-25-76		DRAWN	
						3. ADDED PARCEL NUMBERS 76 & 77		8-8-76		March 1978	
						4. ADDED RES. P.C.L. NO'S 3249, 3250, 3252		1-3-77		CHECKED	
				APPROVED: <i>[Signature]</i>	DIRECTOR	DATE: <i>1/1/78</i>					

ANTELOPE VALLEY CALIFORNIA POPPY RESERVE
ACQUISITION PLAN

DRAWING NO. 13971
SHEET NO. 3 OF 3

RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
DATE 11/11/77
DIRECTOR

REVISIONS
1. REVISED ACQUISITION BOUNDARY
2. REVISED ACQUISITION BOUNDARY & ADDED
3. ADDED PARCEL NUMBERS 76 & 77
4. ADDED R.E.S. PARCEL NUMBERS 2549, 2550,
2551, 2552
3-12-76
3-16-76
9-3-76
CHECKED
DRAWN
DATE

P.P.S. PARCEL NO.	PARCEL NO.	OWNER	SECTION	TOWNSHIP	RANGE	ACREAGE
2553	1	W. James Van	36	7N	11W	6.48
2554	2	Phillips, Anita L.	36	7N	11W	5.51
2555	3	William J. Van	36	7N	11W	5.51
2556	4	Diana Conner & Tom Co.	36	7N	11W	20.11
2557	5	William J. Van	36	7N	11W	5.51
2558	6	William J. Van	36	7N	11W	5.51
2559	7	William J. Van	36	7N	11W	5.51
2560	8	William J. Van	36	7N	11W	5.51
2561	9	William J. Van	36	7N	11W	5.51
2562	10	William J. Van	36	7N	11W	5.51
2563	11	William J. Van	36	7N	11W	5.51
2564	12	William J. Van	36	7N	11W	5.51
2565	13	William J. Van	36	7N	11W	5.51
2566	14	William J. Van	36	7N	11W	5.51
2567	15	William J. Van	36	7N	11W	5.51
2568	16	William J. Van	36	7N	11W	5.51
2569	17	William J. Van	36	7N	11W	5.51
2570	18	William J. Van	36	7N	11W	5.51
2571	19	William J. Van	36	7N	11W	5.51
2572	20	William J. Van	36	7N	11W	5.51
2573	21	William J. Van	36	7N	11W	5.51
2574	22	William J. Van	36	7N	11W	5.51
2575	23	William J. Van	36	7N	11W	5.51
2576	24	William J. Van	36	7N	11W	5.51
2577	25	William J. Van	36	7N	11W	5.51
2578	26	William J. Van	36	7N	11W	5.51
2579	27	William J. Van	36	7N	11W	5.51
2580	28	William J. Van	36	7N	11W	5.51
2581	29	William J. Van	36	7N	11W	5.51
2582	30	William J. Van	36	7N	11W	5.51
2583	31	William J. Van	36	7N	11W	5.51
2584	32	William J. Van	36	7N	11W	5.51
2585	33	William J. Van	36	7N	11W	5.51
2586	34	William J. Van	36	7N	11W	5.51
2587	35	William J. Van	36	7N	11W	5.51
2588	36	William J. Van	36	7N	11W	5.51
2589	37	William J. Van	36	7N	11W	5.51
2590	38	William J. Van	36	7N	11W	5.51
2591	39	William J. Van	36	7N	11W	5.51
2592	40	William J. Van	36	7N	11W	5.51
2593	41	William J. Van	36	7N	11W	5.51
2594	42	William J. Van	36	7N	11W	5.51
2595	43	William J. Van	36	7N	11W	5.51
2596	44	William J. Van	36	7N	11W	5.51
2597	45	William J. Van	36	7N	11W	5.51
2598	46	William J. Van	36	7N	11W	5.51
2599	47	William J. Van	36	7N	11W	5.51
2600	48	William J. Van	36	7N	11W	5.51
2601	49	William J. Van	36	7N	11W	5.51
2602	50	William J. Van	36	7N	11W	5.51
2603	51	William J. Van	36	7N	11W	5.51
2604	52	William J. Van	36	7N	11W	5.51
2605	53	William J. Van	36	7N	11W	5.51
2606	54	William J. Van	36	7N	11W	5.51
2607	55	William J. Van	36	7N	11W	5.51
2608	56	William J. Van	36	7N	11W	5.51
2609	57	William J. Van	36	7N	11W	5.51
2610	58	William J. Van	36	7N	11W	5.51
2611	59	William J. Van	36	7N	11W	5.51
2612	60	William J. Van	36	7N	11W	5.51
2613	61	William J. Van	36	7N	11W	5.51
2614	62	William J. Van	36	7N	11W	5.51
2615	63	William J. Van	36	7N	11W	5.51
2616	64	William J. Van	36	7N	11W	5.51
2617	65	William J. Van	36	7N	11W	5.51
2618	66	William J. Van	36	7N	11W	5.51
2619	67	William J. Van	36	7N	11W	5.51
2620	68	William J. Van	36	7N	11W	5.51
2621	69	William J. Van	36	7N	11W	5.51
2622	70	William J. Van	36	7N	11W	5.51
2623	71	William J. Van	36	7N	11W	5.51
2624	72	William J. Van	36	7N	11W	5.51
2625	73	William J. Van	36	7N	11W	5.51
2626	74	William J. Van	36	7N	11W	5.51
2627	75	William J. Van	36	7N	11W	5.51
2628	76	William J. Van	36	7N	11W	5.51
2629	77	William J. Van	36	7N	11W	5.51
2630	78	William J. Van	36	7N	11W	5.51
2631	79	William J. Van	36	7N	11W	5.51
2632	80	William J. Van	36	7N	11W	5.51
2633	81	William J. Van	36	7N	11W	5.51
2634	82	William J. Van	36	7N	11W	5.51
2635	83	William J. Van	36	7N	11W	5.51
2636	84	William J. Van	36	7N	11W	5.51
2637	85	William J. Van	36	7N	11W	5.51
2638	86	William J. Van	36	7N	11W	5.51
2639	87	William J. Van	36	7N	11W	5.51
2640	88	William J. Van	36	7N	11W	5.51
2641	89	William J. Van	36	7N	11W	5.51
2642	90	William J. Van	36	7N	11W	5.51
2643	91	William J. Van	36	7N	11W	5.51
2644	92	William J. Van	36	7N	11W	5.51
2645	93	William J. Van	36	7N	11W	5.51
2646	94	William J. Van	36	7N	11W	5.51
2647	95	William J. Van	36	7N	11W	5.51
2648	96	William J. Van	36	7N	11W	5.51
2649	97	William J. Van	36	7N	11W	5.51
2650	98	William J. Van	36	7N	11W	5.51
2651	99	William J. Van	36	7N	11W	5.51
2652	100	William J. Van	36	7N	11W	5.51



79-303834

419.8-560

DOCUMENT FILE

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
MAR 20 1979 AT 8 A.M.
Recorder's Office

WHEN RECORDED MAIL TO
FIRST AMERICAN TITLE COMPANY of LOS ANGELES

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
650 Howe Avenue
Sacramento, CA 95825

139368-18

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Parks and Recreation

Project: Poppy Preserve-DBP-379

Parcel: 2919

FREE M

LYNN MASTERS, a married woman as her sole and separate property

hereby GRANTS to THE STATE OF CALIFORNIA, the following described real property
in the County of Los Angeles, State of California:

The Southerly 325.38 feet of the Northerly 976.14 feet of Parcel 3 of
Parcel Map No. 4267, in the County of Los Angeles, State of California,
as shown upon a Parcel Map filed in book 7 page 81 of Parcel Maps of
said county.

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Gov't. Code Sec. 6103

RECORDING DIVISION

72 3861

AM: IRS

Dated: 10/16/78

Subscribing Witness

Russell Taver

Subscribing Witness:

William B. Schmidt

Lynn Masters
LYNN MASTERS

Melvin B. Kranseler
MELVIN B. KRANSELER (husband)

GRANTOR(S)

STATE OF CALIFORNIA

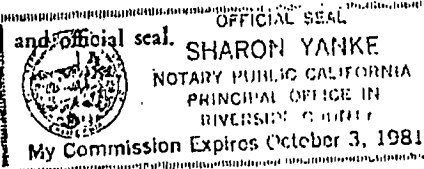
COUNTY OF Riverside

ss.

On October 16, 1978 before me, the undersigned, a Notary Public in and for the State of California, personally appeared **Lynn Masters**

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.



(Seal) Sharon Yanke
Name (Typed or Printed)
Notary Public in and for the State of California

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

COUNTY OF Riverside

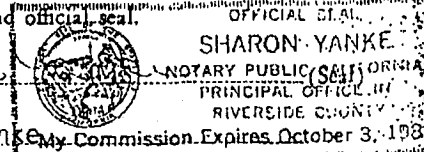
ss.

On October 16, 1978 before me, the undersigned, a Notary Public in and for the State of California, personally appeared William W. Schmidt 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 and saw

Lynn Masters

personally known to him to be the person described in and whose name is subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.



(Seal) Sharon Yanke
Name (Typed or Printed)
Notary Public in and for the State of California

SUBSCRIBING WITNESS

STATE OF CALIFORNIA)

COUNTY OF SACRAMENTO)

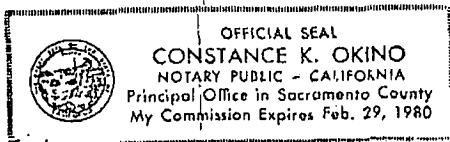
ss.

79-303834

On November 17, 1978, before me, the undersigned, a Notary Public in and for the State of California, personally appeared Russell Tarver 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 and saw Melvin B. Kranseler

personally known to him to be the person described in and whose name is subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.



Constance K. Okino
Name (Typed or Printed)
Notary Public in and for the State of California

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

(Parcels 2917 and 2919 - Poppy Preserve)

WHEREAS, the owners of the hereinafter identified parcels of real property have agreed to sell said parcels to the State for the consideration set forth in the hereinafter identified agreements, 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 agreements 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 March 31, 1978, and designated as Exhibit "FF" of the minutes of that date, and acquisition by condemnation is not necessary.

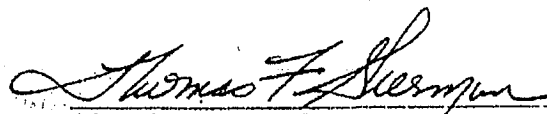
<u>Parcel Number</u>	<u>Date of Agreement</u>	<u>Date of Conveyance</u>	<u>Grantor</u>
2917	10/12/78	10/12/78	Seymore Klastorin and Tobi Klastorin
2919	10/16/78	10/16/78	Lynn Masters

BE IT FURTHER RESOLVED, that the conveyances identified above are 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 agreements 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 November 28, 1978.

WITNESS my hand this 28th day of November, 1978.


Administrative Secretary
State Public Works Board

79-303834

Memorandum

Date : May 14, 1979

File No. : DBP-379

To : Office of the Director
Department of Parks and Recreation
1416 Ninth Street, 14th Floor
Sacramento, CA 95814

Subject : TRANSFER OF JURISDICTION
Parks and Recreation
Antelope Buttes Poppy
Preserve
Parcels 2919 and 2926

Attention Jack Harrison, Chief
Acquisitions Division

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

By resolution dated March 31, 1978, the State Public Works Board authorized the acquisition of subject parcels of real property required for the above-referenced project.

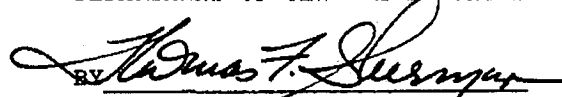
The Department of Parks and Recreation having determined that the subject parcels are needed for the purpose for which acquired as of the date hereof, the Director of General Services, acting pursuant to the Property Acquisition Law, transfers jurisdiction of the subject parcels of real property to the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

Copies of the recorded instrument of conveyance and policy of title insurance for the parcels 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 these parcels 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 Thomas F. Sherman
THOMAS F. SHERMAN
Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

DEPARTMENT OF PARKS AND RECREATION

BY Ray B. Buehler

DATE 5/30/79

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

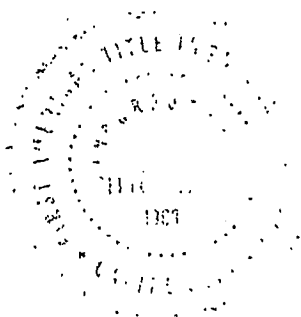
SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule 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 described 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 A.



First American Title Insurance Company

BY

[Signature]

PRESIDENT

ATTEST

[Signature]

SECRETARY

B1 375622

72 3861

OP 139363-18 ends. FALL AS:jp

DOCUMENT FILE

SCHEDULE A

Total fee for Title, Examination
and Title Insurance \$100.88

Amount of Insurance: \$17,000.00

Policy No. TOR 1-428954

Date of Policy: August 10, 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.

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:

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

Proceedings 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.
4. Discrepancies, conflicts in boundary lines, shortages 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.

Our No. 139365-18

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 became 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:

1. General and special taxes, a lien not yet payable, for the fiscal year 1979-1980.
2. An easement affecting all or said land for pole lines and incidental purposes in favor of Southern California Edison Company, Ltd., a corporation, recorded in book 23883 page 25, official records.

E24

UJR No. 159363-18

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 southerly 525.35 feet of the northerly 975.14 feet of Parcel 5 of Parcel Map 4207, as shown upon a parcel map filed in book 7 page 81 of Parcel Maps, of said county.

INDORSEMENT

Attached to Policy No. TOR 1-375622

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:

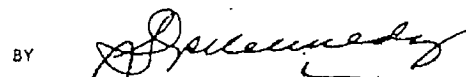
1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose 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.

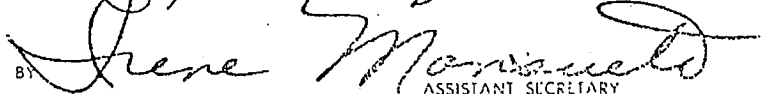
First American Title Insurance Company

BY



PRESIDENT

BY



ASSISTANT SECRETARY

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. TOR 1-375622

Issued by

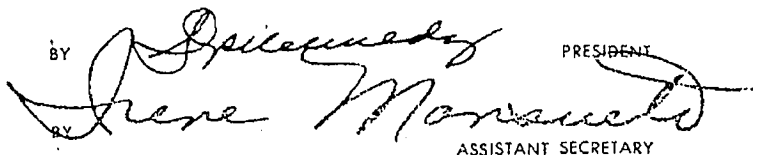
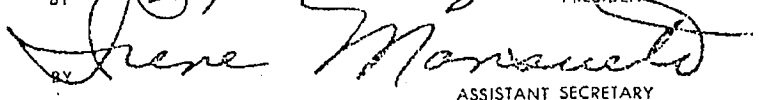
First American Title Insurance Company

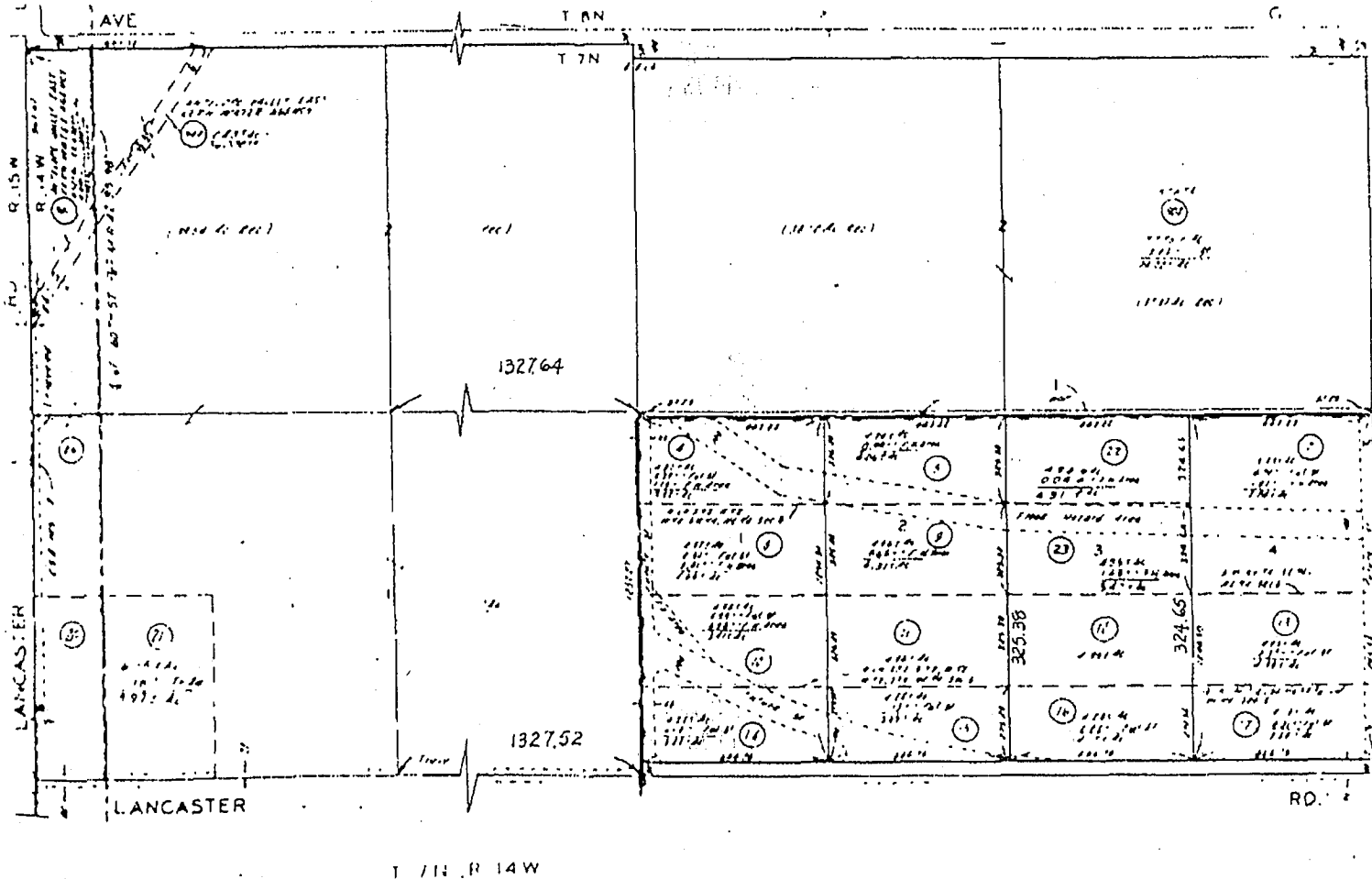
1. This Indorsement shall be effective only if at Date of Policy there is located on the land described in said Policy a one-to-four family residential structure, in which the Insured Owner resides or intends to reside. For the purpose of this Indorsement the term "residential structure" is defined as 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

BY  PRESIDENT
BY  ASSISTANT SECRETARY



PARCEL MAP P M 7 81

THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL RECORDS.

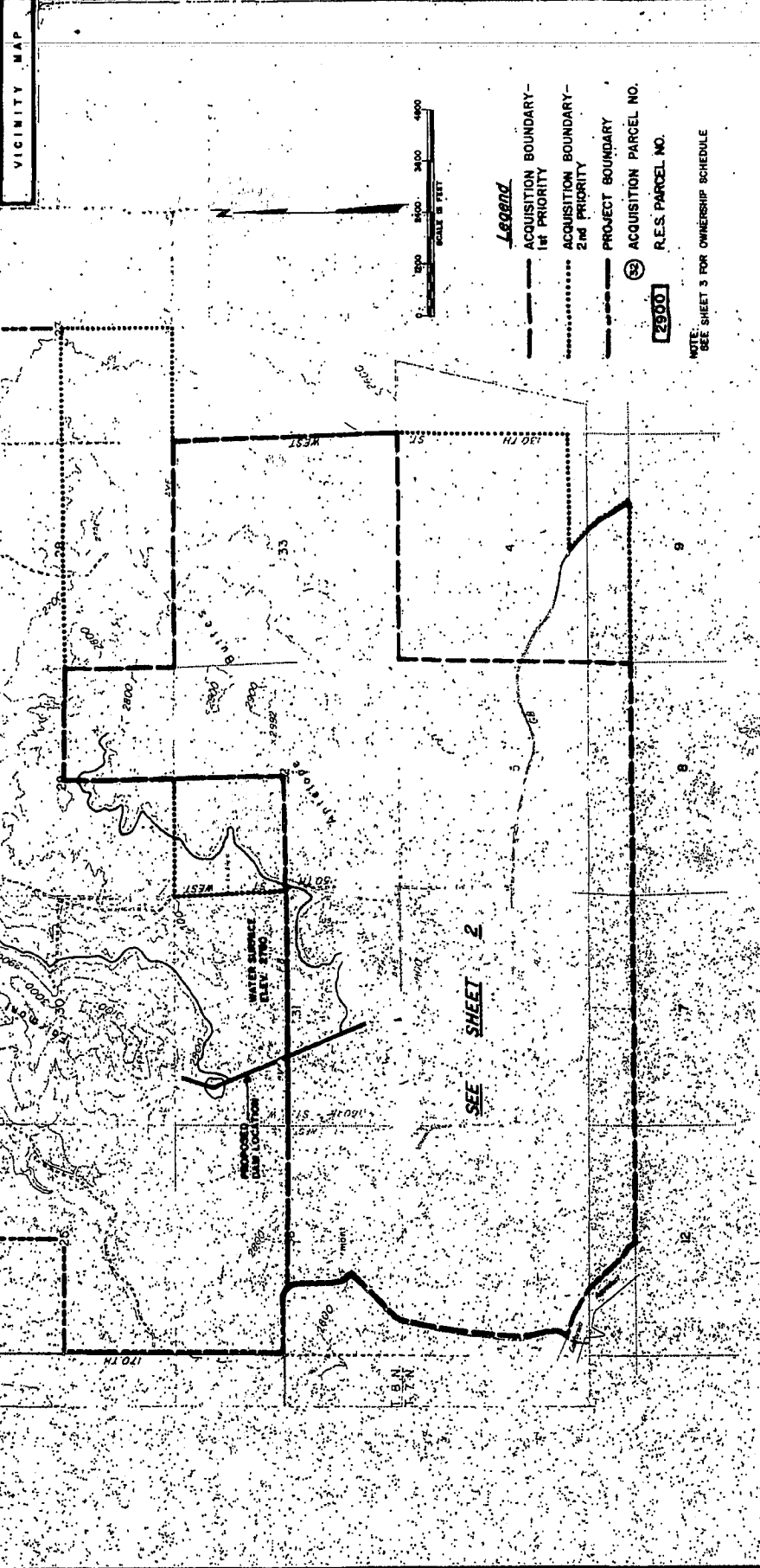
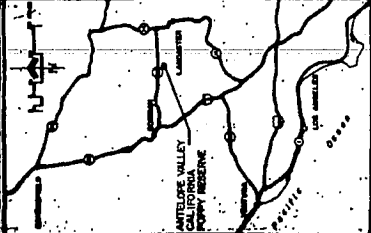
First American Title Company of Los Angeles

APPROVED	DATE	DIRECTOR
APPROVED	2/1/78	[Signature]
1. REVISOR'S ACQUISITION BOUNDARY AND PROJECT BOUNDARY		
2. ADDED PARCEL NUMBERS IN 8 17		
3. REVISOR'S ACQUISITION BOUNDARY AND PROJECT BOUNDARY		
4. ADDED PARCEL NUMBERS IN 8 17		
5. REVISOR'S ACQUISITION BOUNDARY AND PROJECT BOUNDARY		
6. ADDED PARCEL NUMBERS IN 8 17		
7. REVISOR'S ACQUISITION BOUNDARY AND PROJECT BOUNDARY		
8. ADDED PARCEL NUMBERS IN 8 17		
9. REVISOR'S ACQUISITION BOUNDARY AND PROJECT BOUNDARY		
10. ADDED PARCEL NUMBERS IN 8 17		

RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION
 ANTelope VALLEY CALIFORNIA POPPY RESERVE

ACQUISITION PLAN

PROJECT NO. 13971
 SHEET NO. 1
 OF 3

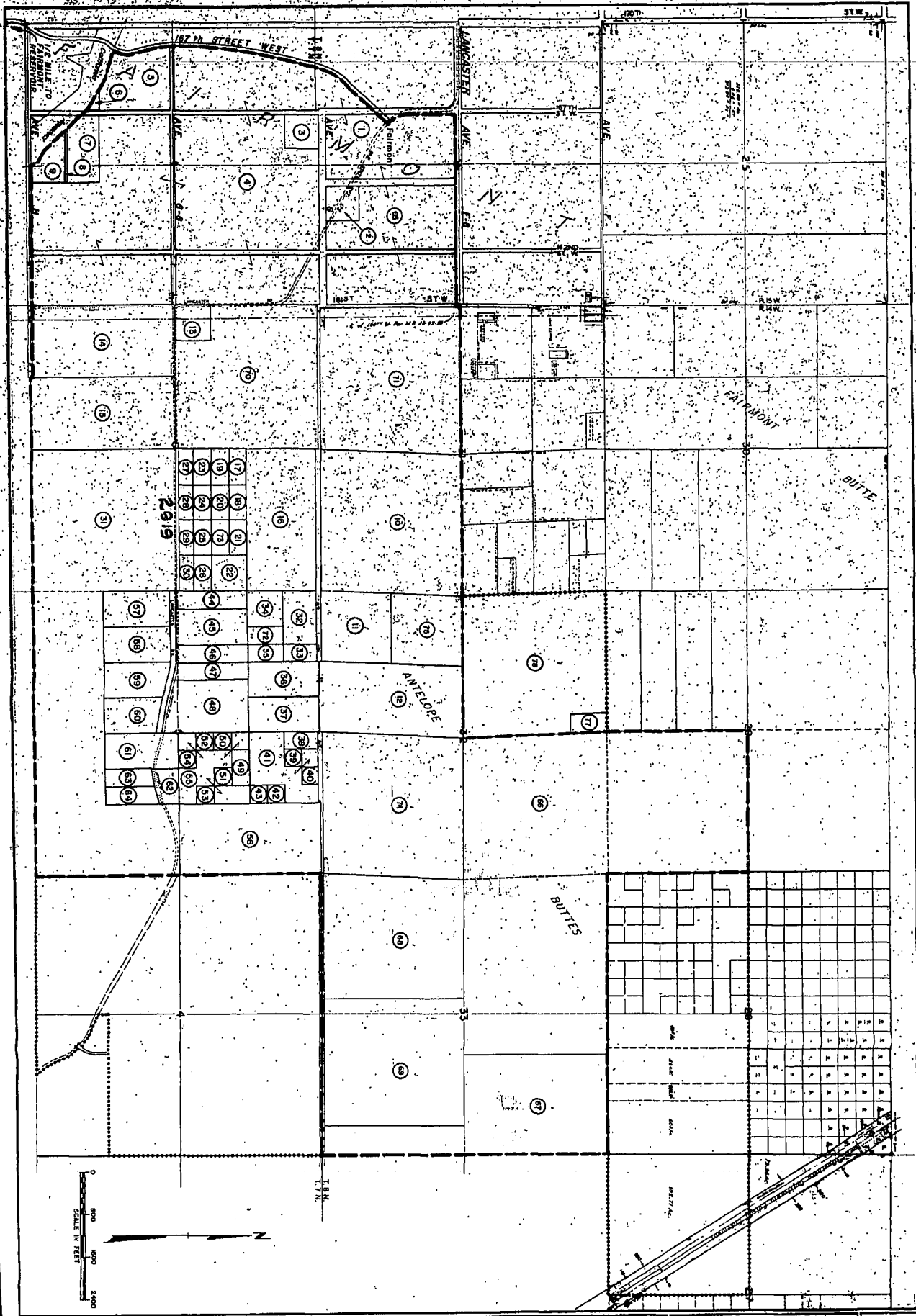


- Legend**
- ACQUISITION BOUNDARY - 1st PRIORITY
 - ACQUISITION BOUNDARY - 2nd PRIORITY
 - PROJECT BOUNDARY
 - Ⓢ ACQUISITION PARCEL NO.
 - 2900 R.E.S. PARCEL NO.

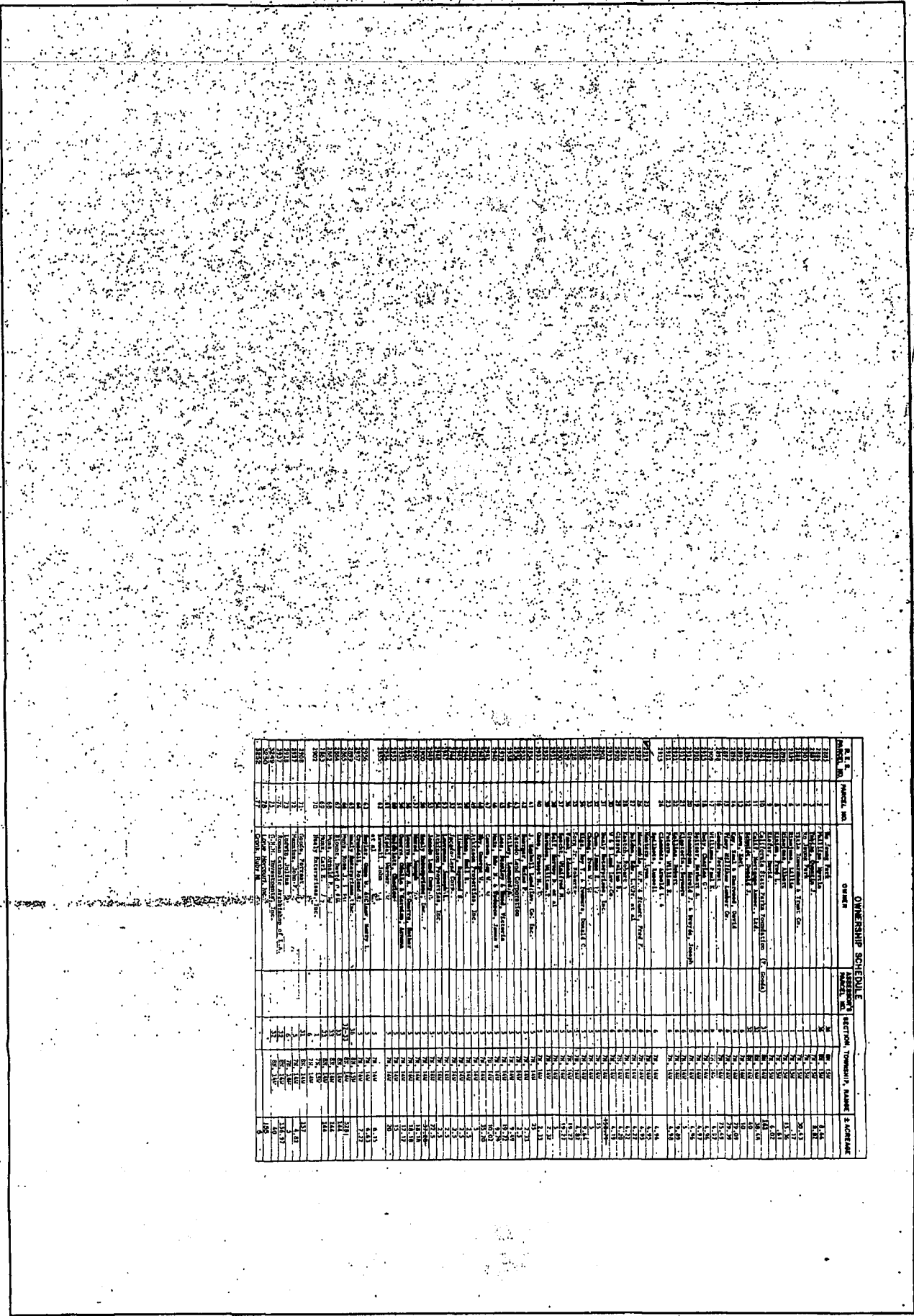
NOTE: SEE SHEET 3 FOR OWNERSHIP SCHEDULE

SEE SHEET 2

T. 7-8N., R. 14-15 W., S. 8 N.
 LOS ANGELES COUNTY



	ANTELOPE VALLEY CALIFORNIA POPPY RESERVE ACQUISITION PLAN	RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION APPROVED: DATE: 1/1/78 DIRECTOR	REVISIONS 1. REVISED ACQUISITION BOUNDARY 2. REVISED ACQUISITION BOUNDARY AND ADDED A.E.S. PARCEL NO. 3. ADDED PARCEL NUMBERS 76 & 77 4. ADDED R.E.S. P.C.L. NO'S 3849, 3250, 3252	DATE 5-12-78 3-25-78 9-5-76 1-5-77	DESIGNED M. L. FINE March 1974 DRAWN March 1974 CHECKED
	SHEET NO. 3971 DRAWING NO.	3971			



PARCEL NO.	OWNER	SECTION	TOWNSHIP	RANGE	ELEVATION
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SHEET NO. 3	DRAWING NO. 13971	ANTELOPE VALLEY CALIFORNIA POPPY RESERVE ACQUISITION PLAN	RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION		REVISIONS 1. REVISED ACQUISITION BOUNDARY 2. REVISED ACQUISITION BOUNDARY & ADDED R.E.S. PARCEL NOS. 3. ADDED PARCEL NUMBERS 76 & 77 4. ADDED R.E.S. PARCEL NUMBERS 5249, 5250, 5252	DATE 3-12-78 3-26-78 8-5-78 1-3-77	DESIGNED M. LAYTON DRAWN CHECKED
			APPROVED <i>[Signature]</i> DIRECTOR	DATE <i>4-11-78</i>			



79- 358855

419,8-560
DOCUMENT FILE

139315-18
WHEN RECORDED MAIL TO
FIRST AMERICAN TITLE COMPANY, OF LOS ANGELES
STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
650 Howe Avenue
Sacramento, CA 95825

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
APR 3 1979 AT 8 A.M.
Recorder's Office

FREE 3 P

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Parks and Recreation
Project: Poppy Preserve, DBP-379
Parcel: 2926

DONALD C. IWAMURA and NORIKO IWAMURA, husband and wife, as to an undivided one-half interest; and ROY Y. HIGA and ITSUKO HIGA, husband and wife as joint tenants, as to an undivided one-half interest

hereby GRANTS to THE STATE OF CALIFORNIA, the following described real property in the County of Los Angeles, State of California:

The West half of the South half of the Northwest quarter of the Northwest quarter of Section 5, Township 7 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California.

DATED: 1-21-79

SUBSCRIBING WITNESS

Dated: 12-13-78

Subscribing Witness:

Roy Y. Higa
ROY Y. HIGA

Itsuko Higa
ITSUKO HIGA

Donald C. Iwamura
DONALD C. IWAMURA

Noriko Iwamura
NORIKO IWAMURA

Clayton M. Spiller

72 3862

ATTIX IRS

None

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

79- 358855

On JANUARY 24, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared ROY Y. HIGA AND ITSUKO HIGA

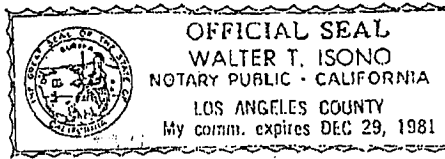
LESS

_____ known to me to be the person S whose name ARE subscribed to the within instrument and acknowledged that THEY executed the same.

} SS.

WITNESS my hand and official seal.

Signature Walter Isono



WALTER T. ISONO
Name (Typed or Printed)

(This area for official notarial seal)

_____, 19____ before me, and for the State of _____

_____, name is subscribed thereto, who, being _____ that he was present

State of California }
County of Kern } SS.

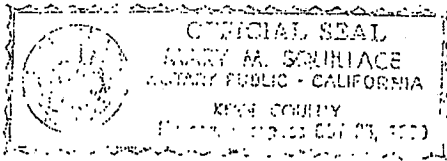
On this the 13th day of December 19 78, before me,

the undersigned Notary Public, personally appeared

Donald C. Swannar and
Nancy Swannar

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



79- 358855

Mary M. Squillac

GENERAL ACKNOWLEDGEMENT FORM

Faint, mostly illegible text in the bottom section of the document, likely a continuation of the acknowledgment form or a separate document page.

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 2926 - Poppy Preserve)

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 March 31, 1978, and designated as Exhibit "FF" of the minutes of that date, and acquisition by condemnation is not necessary.

<u>Parcel Number</u>	<u>Date of Agreement</u>	<u>Date of Conveyance</u>	<u>Grantor</u>
2926	1/21/79	1/21/79	Donald C. Iwamura and Noriko Iwamura, Roy Y. Higa and Ttsuko Higa

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 February 27, 1979.

WITNESS my hand this 27th day of February, 1979.

Thomas F. Sherman
Administrative Secretary
State Public Works Board

Memorandum

Date : May 14, 1979

File No. : DBP-379

To : Office of the Director
Department of Parks and Recreation
1416 Ninth Street, 14th Floor
Sacramento, CA 95814

Attention Jack Harrison, Chief
Acquisitions Division

Subject : TRANSFER OF JURISDICTION
Parks and Recreation
Antelope Buttes Poppy
Preserve
Parcels 2919 and 2926

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

By resolution dated March 31, 1978, the State Public Works Board authorized the acquisition of subject parcels of real property required for the above-referenced project.

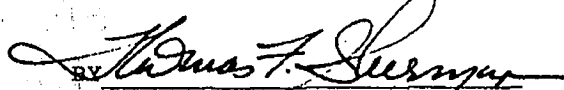
The Department of Parks and Recreation having determined that the subject parcels are needed for the purpose for which acquired as of the date hereof, the Director of General Services, acting pursuant to the Property Acquisition Law, transfers jurisdiction of the subject parcels of real property to the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

Copies of the recorded instrument of conveyance and policy of title insurance for the parcels 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 these parcels 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.

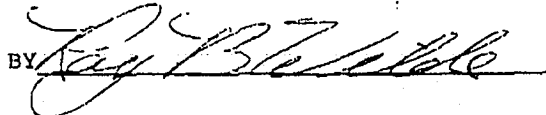
DEPARTMENT OF GENERAL SERVICES



THOMAS F. SHERMAN
Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

DEPARTMENT OF PARKS AND RECREATION

BY 

DATE 5/30/79

FIRST AMERICAN

Pol 2926

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

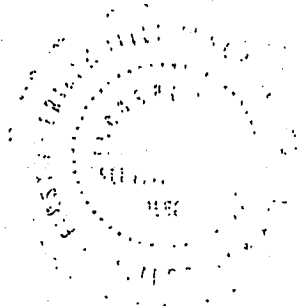
SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule 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 described 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 A.



First American Title Insurance Company

BY *[Signature]* PRESIDENT

ATTEST *[Signature]* SECRETARY

B1375632

72 3862

SCHEDULE A

Total fee for title, examination
and title insurance. \$104.06

Amount of Insurance: \$17,500.00

Policy No. LK 1-37062

Date of Policy: April 3, 1977 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 B, and
which is covered by this policy is:

A fee.

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:

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

Proceedings 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.
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.

SCHEDULE B

- 8. Rights or eminent domain or governmental rights or 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 became 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:

- 1. General and special taxes, a lien not yet payable, for the fiscal year 1979-1980.
- 2. An easement over the westerly 5 feet of said land for pole lines and incidental purposes as granted to Southern California Edison Company, a corporation, in deed recorded May 1, 1947 in book 24322 page 150, Official Records.
- 3. An easement for public road, ingress, egress and utilities over the Southernly 15 feet of said land, as set forth in an instrument recorded on November 15, 1965 as instrument no. 173.
- 4. An easement for public roads, ingress, egress and utilities over the Northernly 15 feet of said land, as set forth in an instrument recorded on November 15, 1965 as instrument no. 174.

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 west half of the south half of the northwest quarter of the Northwest quarter of Section 2, Township 7 North, Range 14 West, San Bernardino Meridian.

INDORSEMENT

Attached to Policy No.

TOR 1-375632

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:

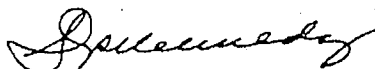
1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose 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.

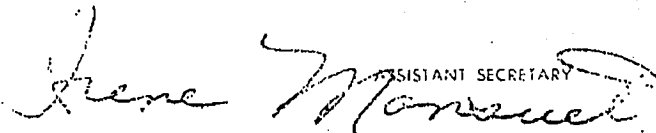
First American Title Insurance Company

BY



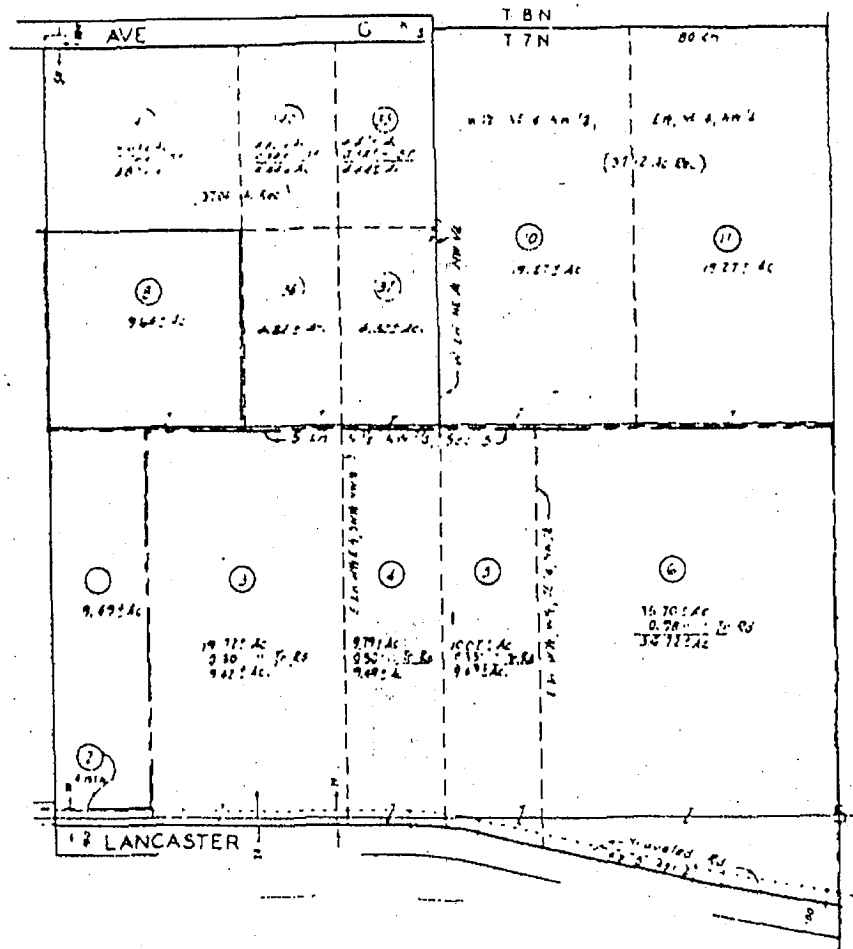
PRESIDENT

BY



ASSISTANT SECRETARY

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.



PIQ

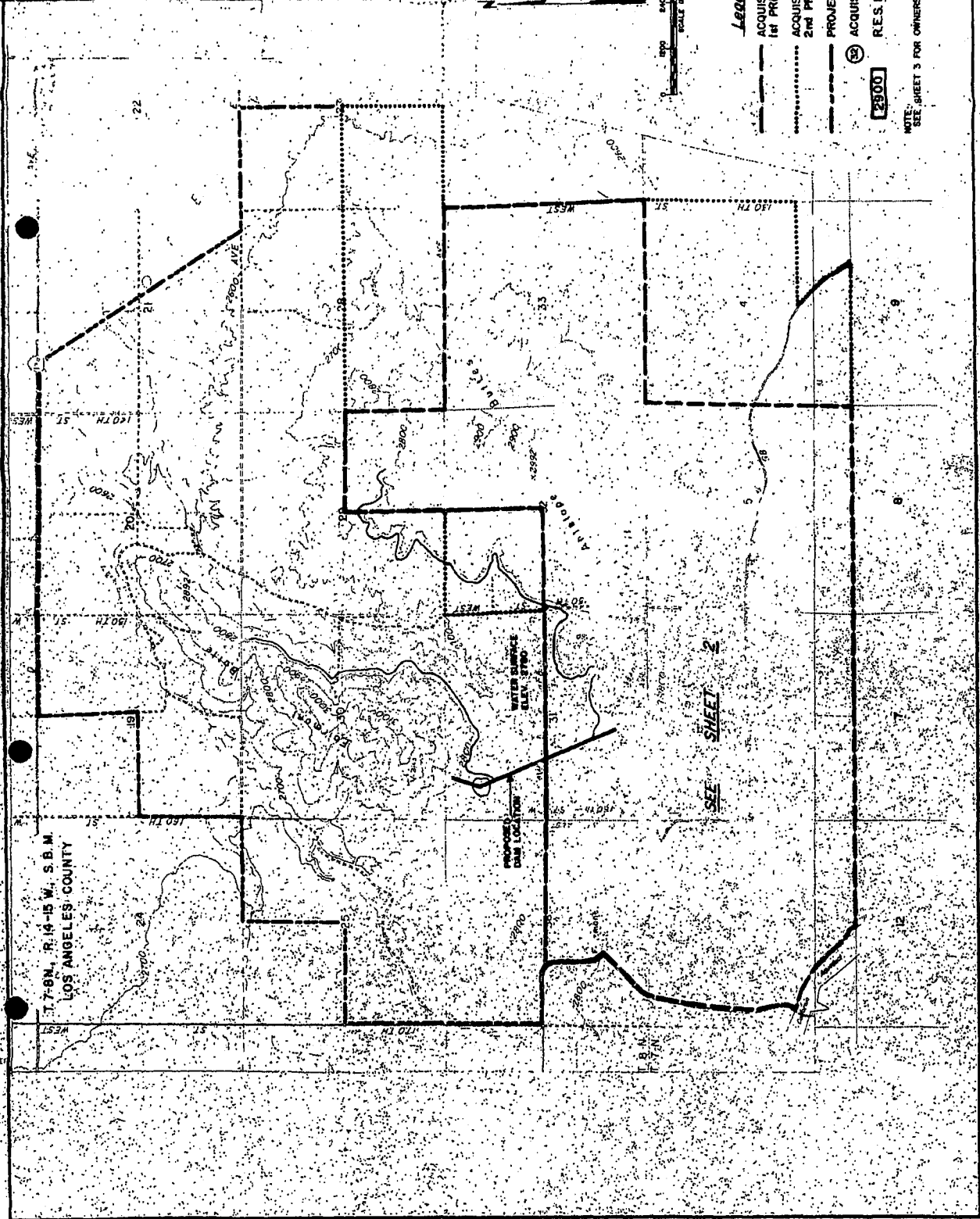
T. 7 N., R. 14 W.

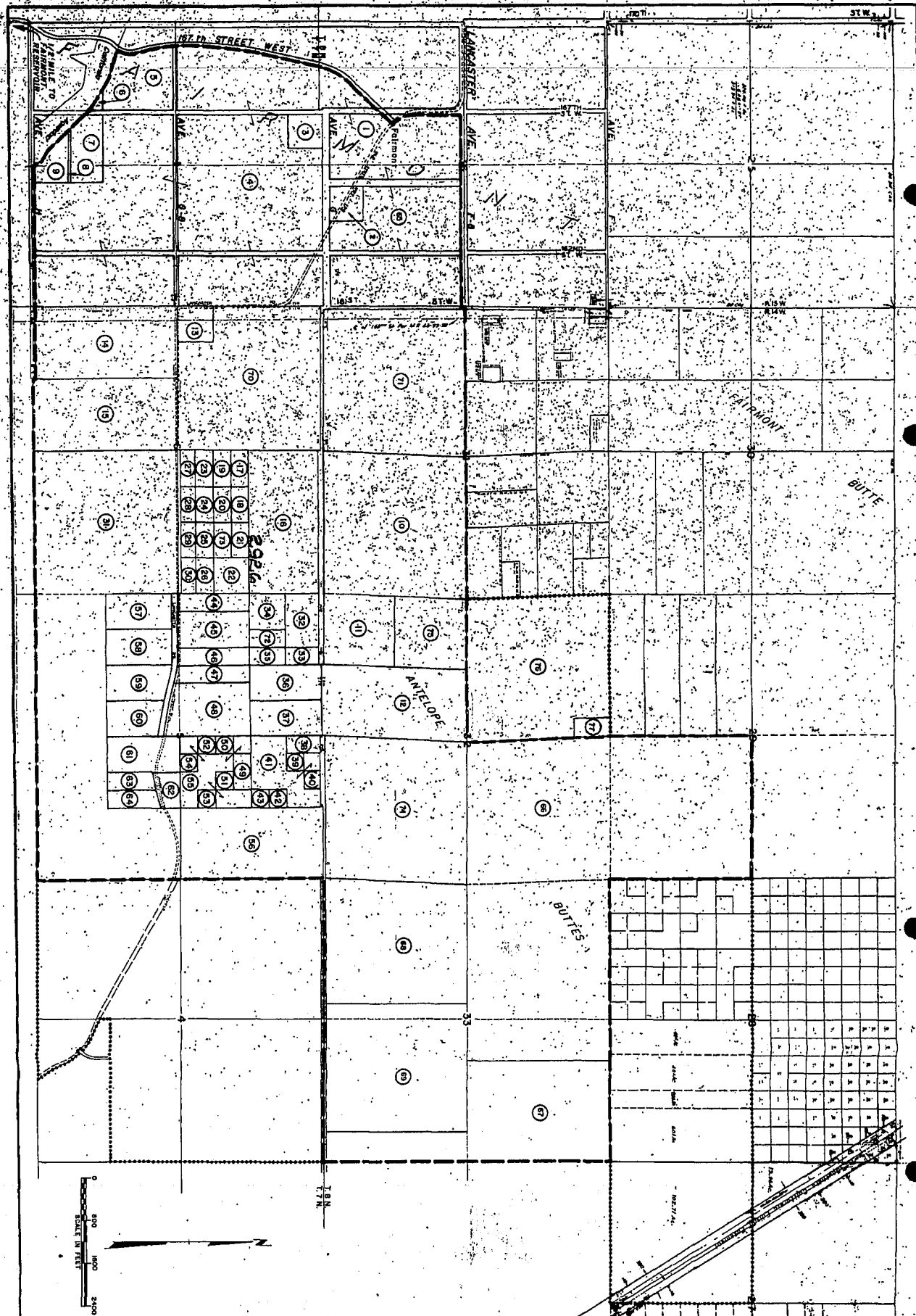
THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL RECORDS.

First American Title Company of Los Angeles

APPROVED	DATE	1-18-78
REVISIONS	DATE	
1. REVISIONS ACQUISITION BOUNDARY AND PROJECT BOUNDARY	1-18-78	
2. ADDED R.E.S. PARCEL NUMBER	3-22-78	
3. ADDED R.E.S. PARCEL NUMBER TO B.T.M. MAP	3-22-78	
4. ADDED R.E.S. PARCEL NUMBER TO B.T.M. MAP	3-22-78	
5. ADDED R.E.S. PARCEL NUMBER TO B.T.M. MAP	3-22-78	
6. ADDED R.E.S. PARCEL NUMBER TO B.T.M. MAP	3-22-78	
7. ADDED R.E.S. PARCEL NUMBER TO B.T.M. MAP	3-22-78	
8. ADDED R.E.S. PARCEL NUMBER TO B.T.M. MAP	3-22-78	
9. ADDED R.E.S. PARCEL NUMBER TO B.T.M. MAP	3-22-78	
10. ADDED R.E.S. PARCEL NUMBER TO B.T.M. MAP	3-22-78	

VICINITY MAP
 ANTelope VALLEY CALIFORNIA POPPY RESERVE
 SCALE IN FEET
 0 1000 2000 3000 4000
Legend
 - - - - - ACQUISITION BOUNDARY - 1st PRIORITY
 - - - - - ACQUISITION BOUNDARY - 2nd PRIORITY
 - - - - - PROJECT BOUNDARY
 (2900) ACQUISITION PARCEL NO.
 R.E.S. PARCEL NO.
 NOTE: SEE SHEET 3 FOR OWNERSHIP SCHEDULE





2 SHEET NO.	13971 DRAWING NO.	ANTELOPE VALLEY CALIFORNIA POPPY RESERVE ACQUISITION PLAN	RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	APPROVED: <i>[Signature]</i> DIRECTOR	DATE: 1/1/77	REVISIONS 1. REVISED ACQUISITION BOUNDARY 3-12-76 2. REVISED ACQUISITION BOUNDARY AND ADDED P.L. 93 PARCEL NO. 3-25-76 3. ADDED PARCEL NUMBERS 76 & 77 8-5-76 4. ADDED P.L. NO'S 3249, 3250, 3252 1-3-77	DATE 3-12-76 3-25-76 8-5-76 1-3-77	DESIGNED M. L. L. L. L. DRAWN March 1973 CHECKED
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Parcel No.	Parcel No.	OWNER	SECTION	TOWNSHIP, RANGE	ACREAGE
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100	100

3 3 3	SHEET NO. 13971	DRAWING NO. 13971	ANTELOPE VALLEY CALIFORNIA POPPY RESERVE	RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	APPROVED: <i>[Signature]</i> DIRECTOR	DATE: <i>4/11/77</i>	REVISIONS	DATE	DRAWN BY
							1. REVISED ACQUISITION BOUNDARY	3-12-76	W. LEYFA
							2. REVISED ACQUISITION BOUNDARY & ADDED R.E.S. PARCEL NO'S	3-25-76	CHECKED
							3. ADDED PARCEL NUMBERS 76 & 77	8-5-76	
							4. ADDED R.E.S. PARCEL NUMBERS 3249, 3250, 3252	1-3-77	