



OK 9/1/95 419.8-560

95 1264487

1 Recording Requested By:
2 State of California - Official Business
3 Document Entitled to Free Recordation
4 Pursuant to Government Code Section 6103
5 Not Subject to California Documentary Stamp Act

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
3:41 PM AUG 02 1995

6 When Recorded Mail To:
7 State of California
8 Department of Parks and Recreation
9 Acquisition Section
10 Post Office Box 942896
11 Sacramento, California 94296-0001
12 A08900

13 APN 3236-150-03 Space above for Recorder's Use

GRANT DEED

FREE

4

14 THE UNDERSIGNED, Wildflower Preservation Foundation, Inc., a California
15 Corporation, hereby grants to the State of California all that certain real property in the County of
16 Los Angeles, State of California, described as follows:

17 PARCEL 1:

18 The east half of the west half of the southwest quarter and the west half of the east half of the
19 southwest quarter, all in the northwest quarter of Section 5, Township 7 North, Range 14 West, San
20 Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat
21 of said land.

22 PARCEL 2:

23 That portion of the east half of the west half of the northwest quarter of the southwest quarter
24 and the west half of the east half of the northwest quarter of the southwest quarter in Section 5,
25 Township 7 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of
26 California, according to the official plat of said land, lying northerly of the centerline of Lancaster
27 Road, as it existed on July 19, 1957.

28 Together with all of the grantor's right, title, and interest in and to all water and water
rights, whether surface or subsurface, or any kind including all appurtenant water and water rights,
and all water rights incident to the real property herein described, or used thereon or in connection
therewith, and all other appurtenant rights and easements pertaining to said property.

72-5740

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To have and to hold the property, its incidents, and appurtenances unto said State of California, its successors, and assigns forever for State Park purposes as an addition to Antelope Valley California Poppy Reserve.

This deed is made subject to the express condition that the real property herein conveyed shall be used by the State for park and recreation purposes. Upon any breach of this condition by the State, its successors or assigns, the Grantor shall have a power of termination of the State's interest in the real property conveyed hereunder pursuant to Civil Code Section 885.010 et sequitur.

IN WITNESS WHEREOF, the undersigned has executed this instrument this

19th day of June, 19 95.

Wildflower Preservation Foundation, Inc.

By Dorothy A. Bolt
Dorothy Bolt, President

By Ann Gregg
Ann Gregg, Secretary

CERTIFICATE OF ACCEPTANCE

PROJECT: Antelope Valley California Poppy Reserve

PARCEL: A08901

This is to certify that the interest in real property conveyed by the deed dated June 19, 1995 from Wildflower Preservation Foundation, Inc., to the State of California, a governmental agency, is hereby accepted by order of the Director of the Department of Parks and Recreation, pursuant to California Public Resources Code Section 5005, and the Grantee consents to the recordation of said conveyance.

Date: July 6, 1995

DEPARTMENT OF PARKS AND RECREATION

By: Dennis W. Murphy

The Director of the Department of Finance does hereby approve the acceptance of this conveyance pursuant to California Government Code Section 11005.

Date: 7/14/95

DEPARTMENT OF FINANCE

cc JM
By: Dennis Andyle

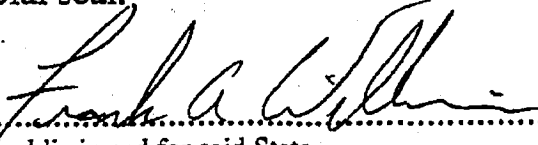
95 1264487

State of California

County of LOS ANGELES

On JUNE 19, 1995 before me, FRANK A. WILLIAMS - NOTARY PUBLIC
 personally appeared DOROTHY BOLT AND ANN GREGG
 personally known to me (or proved on the basis of satisfactory evidence) to be
 the person(s) whose name(s) ~~is~~/are subscribed in the within instrument and
 acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/ their
 authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument
 the person(s), or the entity upon behalf of which the person(s) acted, executed
 the instrument.

WITNESS my hand and official seal.



Notary public in and for said State.



95 1264487

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act as a substitute for the advice of an attorney. The printer does not make any warranty, either expressed or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

NOTIFICATION OF REAL PROPERTY TRANSFER

TO: Russ Guiney
Angeles District

DATE: **SEP 21 1998**

ADDITION
 DISPOSAL

The following described parcel of real property has been transferred TO FROM the Department of Parks and Recreation.

District/Unit No. 919/560			Unit Name Antelope Valley California Poppy Reserve			DPR/DBP/PRG/SSL No. -			Parcel History No. 72-5740		
Acquisition Plan No. 26951			County Los Angeles			Land Acreage 19.72			Water Frontage None		
Grantor Wildflower Preservation Foundation, Inc.									Mineral Rights Yes		
Date Recorded 08/02/1995			Recording Data Doc. 95-1264487			Transfer of Jurisdiction: 08/02/1995			Certificate of Acceptance: 07/14/1995		
Method of Acquisition			Transfer of Control and Possession			Lease			Improved		
<input checked="" type="checkbox"/> Deed			<input checked="" type="checkbox"/> Gift			<input type="checkbox"/> Exchange			<input checked="" type="checkbox"/> Unimproved		
Established Value						State Funds Expended					
Land		\$150,000.00				Land		\$0.00			
Improvements						Improvements					
TOTAL		\$150,000.00				TOTAL		\$0.00			
Fund Source Gift											
Supporting Documents											
Instrument of Conveyance <input checked="" type="checkbox"/>			Policy of Title Insurance <input checked="" type="checkbox"/>			Surplus/Disposal Plan or Acquisition Plan <input checked="" type="checkbox"/>			*Encumbrances <input type="checkbox"/>		
REMARKS											
DPR Parcel A08900											
APN: 3236-150-03											
This property conveyed subject to the express condition that the real property shall be used by the State for park and recreation purposes.											
*SEE POLICY OF TITLE INSURANCE											
ACQUISITION SECTION											
Ann O'Connor											
Real Property Manager											

Original - District; Copies - Acquisition Project Agent, Survey/Ownership, and Central Records

Memorandum

Date : SEP 4 1998

To : Joe D. White, Real Estate Officer
RESD - Statewide Property Inventory



From : Department of Parks and Recreation
Acquisition Section, Room 943

Subject : Transmittal of Conveyance Documents for Statewide Property Inventory

UNIT: Antelope Valley California Poppy Reserve REAL PROPERTY NO. 960

PROJECT Wildflower Preservation Foundation, Inc.

AGENCY PARCEL NO(s) A08900

TOTAL ACREAGE
Fee: 19.72 Easement: - Leasehold: -

PURCHASE PRICE: - GIFT VALUE: \$150,000.00

FUNDING SOURCE(s):	AMOUNT PER FUND:
<u>N/A</u>	
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
TOTAL:	<u>\$0.00</u>

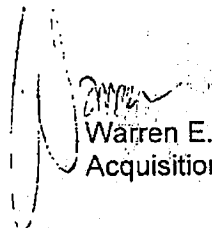
ATTACHMENTS:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Original Conveyance Document | <input checked="" type="checkbox"/> Gift Deed Summary |
| <input type="checkbox"/> Original Policy of Title Insurance | <input type="checkbox"/> Property Acquisition Summary w/attachments |
| <input checked="" type="checkbox"/> Map of Area Acquired | <input type="checkbox"/> Option, Lease & Release Agreement |
| <input checked="" type="checkbox"/> Property Data Sheet | |

REMARKS:

Deed contains restriction that requires property to be used for "park and recreation purposes."

PLEASE RETURN A COPY OF THE CONVEYANCE DOCUMENT WITH THE PARCEL HISTORY NUMBER TO THE DEPARTMENT OF PARKS AND RECREATION, ATTENTION: ANN O'CONNOR - REAL PROPERTY MANAGER, ACQUISITION SECTION.


Warren E. Westrup, Manager
Acquisition Section

Attachments
cc: Ann O'Connor

PROPERTY DATA SHEET

ACQUIRING AGENCY: Department of Parks & Recreation

PARK UNIT: ANTELOPE VALLEY CALIFORNIA
POPPY RESERVE

AGENCY PARCEL NUMBERS: A08900

RESD PROJECT & PARCEL NUMBER: N/A

RESD REAL PROPERTY NUMBER: 960

COUNTY: Los Angeles

ASSESSOR'S PARCEL NUMBERS: 3236-150-03

PUBLIC WORKS BOARD DATE: N/A

PARCEL SIZE: 19.72 acres

GRANTOR: Wildflower Preservation Foundation, Inc.

RECORDING DATE: August 2, 1995

RECORDING NUMBER: Doc. 95-1264487

INTEREST ACQUIRED: 100% Fee

CONSIDERATION: \$0.00 (Gift Value: \$150,000)

FUNDING AUTHORITY: N/A (Gift)

ACQUISITION PLAN DRAWING NUMBER: 26951

CONTACT PERSON: Gordon McDaniel

PARCEL HISTORY NUMBER (assigned by RESD): **72-5740**

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the 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 the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The 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;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF the Company has caused this policy to be signed and sealed, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Lawyers Title Insurance Corporation

Attest:

Henry G. Smith III
Secretary

Edward G. Jewell
By _____
Authorized Officer or Agent



By:

Janet A. Albert
President

POLICY NUMBER 75-00 - 743-998

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (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 paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction, evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

72-5740

CLTA STANDARD COVERAGE POLICY 1990

SCHEDULE A

DATE OF POLICY: MARCH 23, 1995 AT 8:00 A.M.

AMOUNT OF INSURANCE \$80,000.00

PREMIUM \$395.00

POLICY NO. 75-00-743-998

ORDER NO. 4225535-33

1. NAME OF INSURED:

WILDFLOWER PRESERVATION FOUNDATION, INC., A CALIFORNIA CORPORATION

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:
A FEE

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

WILDFLOWER PRESERVATION FOUNDATION, INC., A CALIFORNIA CORPORATION

4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE EAST HALF OFF THE WEST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER, ALL IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

72-5740

ORDER NO. 4225535-33
POLICY NO. 75-00-743-998

PARCEL 2:

THAT PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 5, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING NORTHERLY OF THE CENTERLINE OF LANCASTER ROAD, AS IT EXISTED ON JULY 19, 1957.

THE FOLLOWING TAX CODE(S) AND PARCEL NUMBER(S) IS FOR INFORMATIONAL PURPOSES ONLY

CODE AREA : 9601
PARCEL NO.: 3236-15-3

MARCH 28, 1995

ISSUED AT:

CONTINENTAL LAWYERS TITLE COMPANY
1805 W. AVENUE K #A
LANCASTER, CA 93534

CLTA STANDARD COVERAGE STANDARD 1990

SCHEDULE B

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

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 THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS OR ENCUMBRANCERS, 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, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

PART II

- A. PROPERTY TAXES, INCLUDING GENERAL AND SPECIAL TAXES, PERSONAL PROPERTY TAXES, IF ANY, AND ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1995 - 1996 WHICH ARE A LIEN NOT YET PAYABLE.
- B. SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, ASSESSED PURSUANT TO THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

1. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT GRANTED TO:
PURPOSE: LEONARD A. WILLEY AND DOROTHY E. WILLEY,
RECORDED: HIS WIFE, AS JOINT TENANTS
PUBLIC ROAD AND UTILITY
JULY 9, 1958 IN BOOK D-149 PAGE 650,
OFFICIAL RECORDS

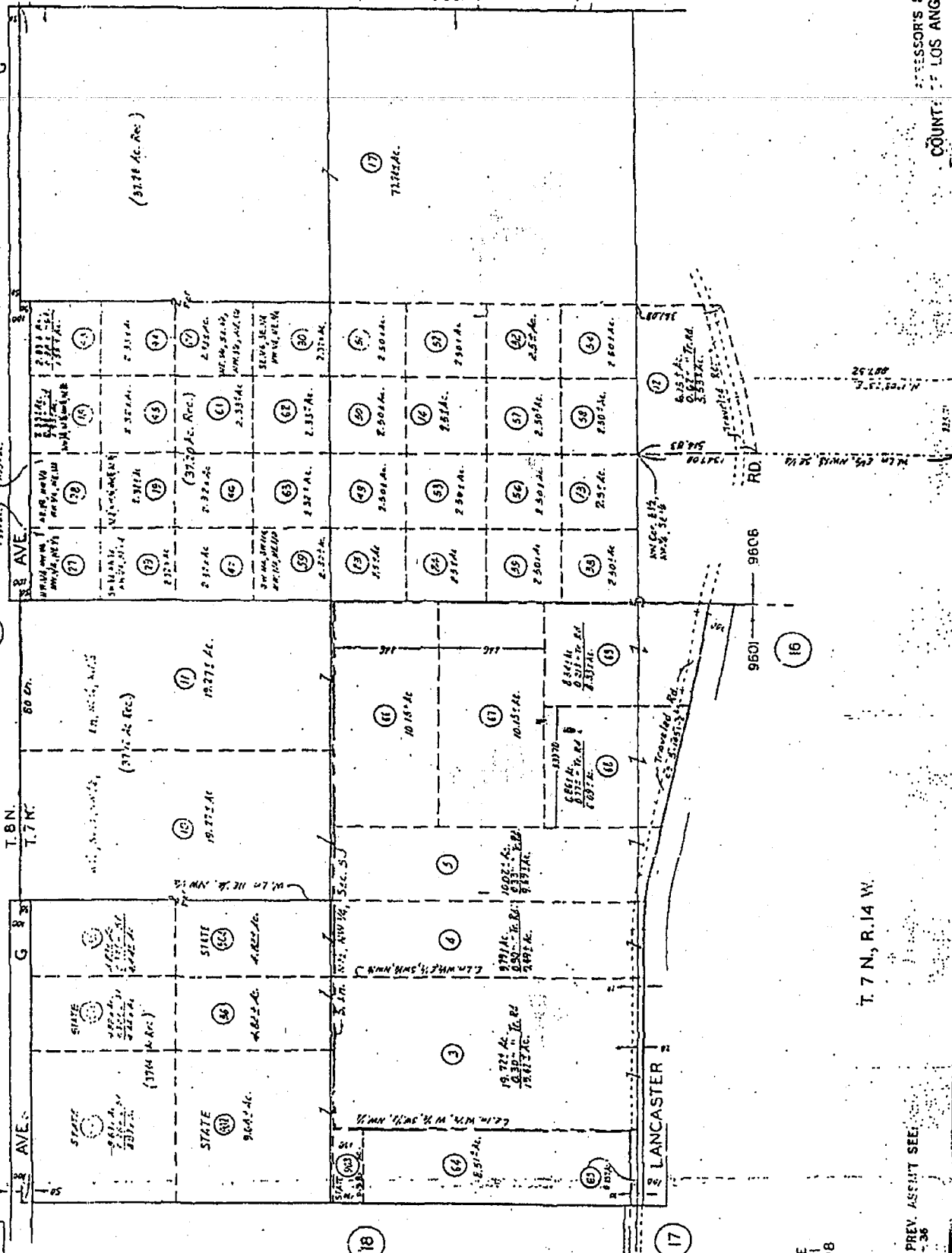
AFFECTS: THE WEST 20 FEET
2. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT GRANTED TO:
PURPOSE: MURDO G. MC IVER AND MARY K. MC IVER,
RECORDED: HUSBAND AND WIFE
PUBLIC ROAD AND UTILITY PURPOSES TO BE
USED IN COMMON WITH OTHERS
APRIL 20, 1967 AS INSTRUMENT NO. 599,
OFFICIAL RECORDS

AFFECTS: THE WESTERLY 32 FEET AND THE SOUTHERLY 50
FEET
3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT GRANTED TO:
PURPOSE: STANLEY LOZA AND NORMA J. LOZA, HUSBAND
AND WIFE
RECORDED: PUBLIC ROAD AND UTILITY PURPOSES TO BE
USED IN COMMON WITH OTHERS
NOVEMBER 6, 1986 AS INSTRUMENT NO.
86-1515623, OFFICIAL RECORDS

AFFECTS: THE WESTERLY 32 FEET AND THE SOUTHERLY 50
FEET

SCALE 1" = 400'

1989



CODE
9601
9608

NO. 509 FOR PREV. ASSMT SEE
NO. 1165

T. 7 N., R. 14 W.

ASSESSORS
COUNTY OF LOS ANGELES

GIFT DEED SUMMARY

DATE **JUN 27 1995**

<p>1. ATTACHMENTS TO SUMMARY</p> <p>a. Deed b. Certificate of Acceptance c. Notice of Exemption (CEQA) d. Policy of Title Insurance e. Acquisition Plan Map</p>	<p>2. PROJECT INFORMATION</p> <p>Park Unit: Antelope Valley California Poppy Reserve Project: Wildflower Preservation Foundation Agency Parcel No: A08901 County: Los Angeles A.P.No(s): 3236-150-03</p>																									
<p>3. PROPERTY DESCRIPTION</p> <p><input type="checkbox"/> Improved <input checked="" type="checkbox"/> Unimproved <input type="checkbox"/> Utilities Present <input type="checkbox"/> Occupied <input type="checkbox"/> Vacant <input type="checkbox"/> Public Access</p> <p>Present Use: Zoning: Parcel Size: 19.72 acres Area Acquired: 19.72 acres</p>	<p>4. THE PROPERTY IS (check all that apply)</p> <p><input type="checkbox"/> not adjacent to existing project or facility. <input checked="" type="checkbox"/> within an approved Acquisition Plan. <input type="checkbox"/> within an area funded by legislation for acquisition. <input type="checkbox"/> within an area that has been previously disapproved by the Legislature. <input checked="" type="checkbox"/> being conveyed with conditions or restrictions. <input type="checkbox"/></p> <p>Explain checked items on next page under "Remarks".</p>																									
<p>5. INTEREST BEING ACQUIRED</p> <p><input checked="" type="checkbox"/> Fee Simple; Amount of Interest: <input type="checkbox"/> Easement; Type: <input type="checkbox"/> Mineral Rights; Type: <input type="checkbox"/> Purchase Option; Option Period: <input type="checkbox"/> Quitclaim of Interest</p>	<p>6. DELIVERY OF PROPERTY</p> <p><input type="checkbox"/> Upon close of escrow <input type="checkbox"/> Following grace period; Length: <input type="checkbox"/> Lease-back to Grantor: <input checked="" type="checkbox"/> Other: Upon recording of Deed</p>																									
<p>7. DONOR OF PROPERTY</p> <p>Name: Wildflower Preservation Foundation Address: 4512 West Avenue K-12 Lancaster, CA 93536</p>	<p>8. PROPOSED USE</p> <p><input type="checkbox"/> Outdoor Recreation <input checked="" type="checkbox"/> Landscape Preservation <input type="checkbox"/> Historic Preservation <input type="checkbox"/> Other:</p>																									
<p>9. ESTIMATED VALUE</p> <table style="width:100%; border: none;"> <tr><td>Land or Interest:</td><td style="text-align: right;">\$150,000.00</td></tr> <tr><td>Improvements:</td><td style="text-align: right;">\$</td></tr> <tr><td>Personal Property :</td><td style="text-align: right;">\$</td></tr> <tr><td>Other:</td><td style="text-align: right;">\$</td></tr> <tr><td>Total:</td><td style="text-align: right;">\$150,000.00</td></tr> </table>	Land or Interest:	\$150,000.00	Improvements:	\$	Personal Property :	\$	Other:	\$	Total:	\$150,000.00	<p>10. ESTIMATE OF FISCAL IMPACT</p> <table style="width:100%; border: none;"> <tr><td>Management Cost - Initial:</td><td style="text-align: right;">\$</td></tr> <tr><td>Safety and Security Cost:</td><td style="text-align: right;">\$</td></tr> <tr><td>Restoration Cost:</td><td style="text-align: right;">\$</td></tr> <tr><td>Demolition Cost:</td><td style="text-align: right;">\$</td></tr> <tr><td>Total:</td><td style="text-align: right;">\$0.00</td></tr> </table>	Management Cost - Initial:	\$	Safety and Security Cost:	\$	Restoration Cost:	\$	Demolition Cost:	\$	Total:	\$0.00					
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Total:	\$150,000.00																									
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Safety and Security Cost:	\$																									
Restoration Cost:	\$																									
Demolition Cost:	\$																									
Total:	\$0.00																									
<p>11. APPRAISAL INFORMATION <input checked="" type="checkbox"/> check if none</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:40%;">APPRAISER & AGENCY / FIRM</th> <th style="width:10%;">STAFF / FEE</th> <th style="width:15%;">DATE OF VALUE</th> <th style="width:20%;">BREAKDOWN OF VALUE</th> <th style="width:15%;">APPROVED VALUATION</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> <td>Land</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Improvements</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Personal Property</td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="3">Date of Approval:</td> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">\$</td> </tr> </tbody> </table>		APPRAISER & AGENCY / FIRM	STAFF / FEE	DATE OF VALUE	BREAKDOWN OF VALUE	APPROVED VALUATION	N/A			Land	\$				Improvements	\$				Personal Property	\$	Date of Approval:			TOTAL	\$
APPRAISER & AGENCY / FIRM	STAFF / FEE	DATE OF VALUE	BREAKDOWN OF VALUE	APPROVED VALUATION																						
N/A			Land	\$																						
			Improvements	\$																						
			Personal Property	\$																						
Date of Approval:			TOTAL	\$																						

72-5740

12. CERTIFICATE OF INSPECTION

The undersigned, an employee of the Department of Parks and Recreation, certifies that he/she is qualified to recognize property easements and encumbrances. He/she has personally inspected the subject property and found no visible signs of easements, rights-of-way or other evidence supporting potential claims of interest, except those show in the preliminary report.

Gordon McDaniel
Gordon McDaniel, Project Agent

13. POTENTIALLY HAZARDOUS CONDITIONS AND RECOMMENDED CORRECTIVE ACTION [X] check if none

14. REMARKS

Deed contains reversionary clause if property not used for park purposes.

15. RECOMMENDATION FOR APPROVAL

Gordon McDaniel
Gordon McDaniel, Project Agent

Date *6/27/95*

Warren E. Westrup
Warren E. Westrup, Section Manager

Date *6/27/95*

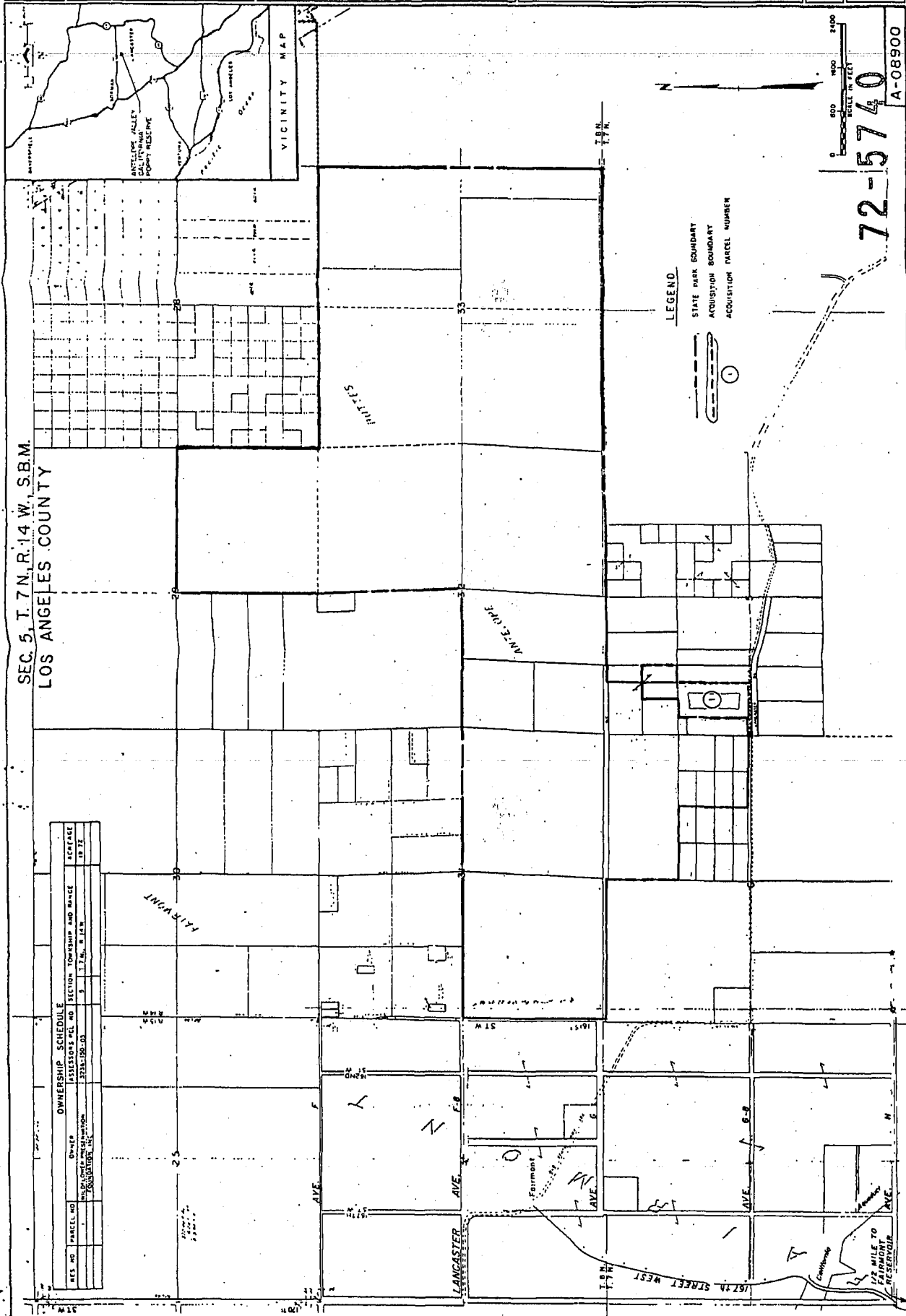
Date

16. AGENCY APPROVAL

Acquisition by Gift Deed Approved

Warren E. Westrup
Chief, Planning, Acquisition and Local Services Division

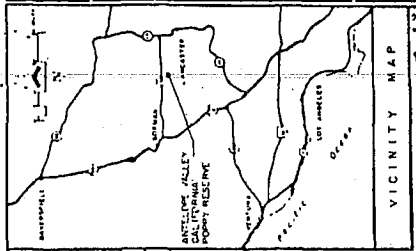
Date *6/27/95*



SEC. 5, T. 7 N., R. 14 W., S.B.M.
 LOS ANGELES COUNTY

OWNERSHIP SCHEDULE

RES. NO.	PARCEL NO.	OWNER	ASSISSIONS PCL. NO.	SECTION	TOWNSHIP	RANGE	ACREAGE
		Owner		5	T. 7 N.	R. 14 W.	10.77
		Antelope Valley California Poppy Reserve	3214-195-10				



LEGEND
 STATE PARK BOUNDARY
 ACQUISITION BOUNDARY
 ACQUISITION PARCEL NUMBER

0 600 1200 2400
 FEET
 SCALE 1" = 1200'
 72-5740
 A-08900

1/4 MILE TO
 FAIRMOUNT
 RESERVOIR



79-884950

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

139363-18

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
AUG 10 1979 AT 8 A.M.
Recorder's Office

DOCUMENT FILE

FREE B

2 (3)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Parks and Recreation
Project: Poppy Preserve DBP-379
Parcel: 2921

ROGER KELLING, a single man as his 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 Northerly 649.38 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.

72 4010

Dated: May 16, 1979

Roger Kelling
ROGER KELLING

Subscribing Witness:
Willie Wong

Prefix IRS

NOTE

GRANTOR(S)

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

STATE OF CALIFORNIA

County of _____

County of Sacramento

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

On June 5 1979 before me, the undersigned, a Notary Public in and for the State of California, personally appeared William Wong

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

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 Roger Kelling

WITNESS my hand and official seal.

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

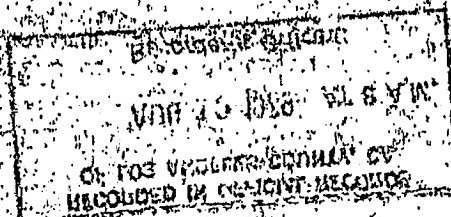
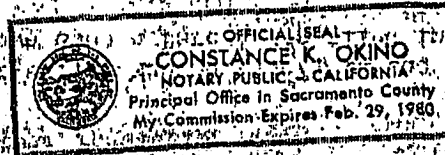
WITNESS my hand and official seal.

(Seal)

Constance K. Okino (Seal)

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



887020

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

DOCUMENT FILE

(Parcel 2921 - Poppy Preserve)

WHEREAS, the owner of the hereinafter identified parcel of real property has 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.

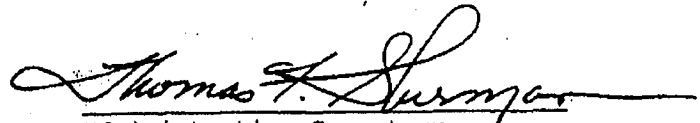
<u>Parcel Number</u>	<u>Date of Agreement</u>	<u>Date of Conveyance</u>	<u>Grantor</u>
2921	5/16/79	5/16/79	Roger Kelling

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 July 30, 1979.

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


Administrative Secretary
State Public Works Board

Memorandum

Date : January 11, 1980

File No. : Parcel 2921

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
Poppy Preserve
DBP-379

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 parcel of real property required for the above-referenced project.


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

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

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

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

DEPARTMENT OF GENERAL SERVICES

BY 
THOMAS F. SHERMAN
Assistant Chief Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

DEPARTMENT OF PARKS AND RECREATION

BY 

DATE January 24, 1980



Poppy Prinswe
JBP 379 Parcel 2921

DOCUMENT FILE

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:

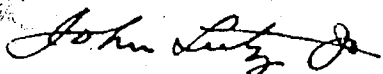
5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - a. usury, or
 - b. any consumer credit protection or truth in lending law;
6.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

72 4010

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY

B1 428954

CONDITIONS AND STIPULATIONS

DOCUMENT FILE

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 139363-18 ends. FAT 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

DOCUMENT FILE

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. 139363-18

DOCUMENT FILE

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. Any general and special taxes for the fiscal year 1978-1979 which may be assessed by reason of:
 - a) Improvements added subsequent to March 1, 1975.
 - b) Changes in ownership occurring subsequent to March 1, 1975.
 - c) Reappraisal of property values as of March 1, 1975.
2. 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.
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 July 9, 1958 in book D149 page 650, Official Records, over the East 20 feet of said land.
4. An easement for flood hazard area over said land, as delineated on Parcel 4 of Parcel Map filed in book 7 page 81 of Parcel Maps, in the office of the county recorder of said county.

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All Policy Forms

Our No. 139363-18

DOCUMENT FILE

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 649.38 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 1-428954

Issued by

DOCUMENT FILE

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

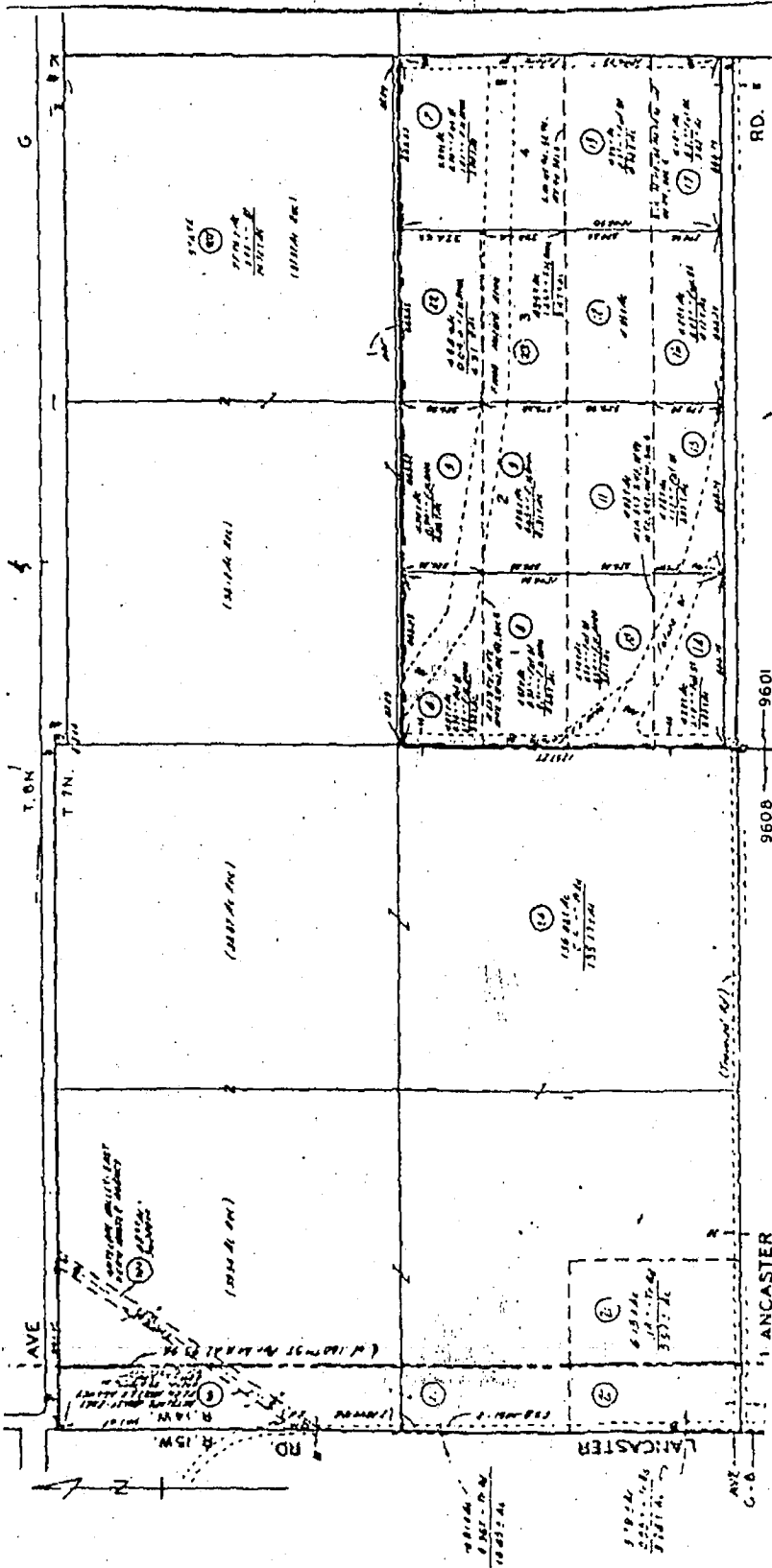
BY *[Signature]* PRESIDENT

BY *[Signature]* 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.

DOCUMENT FILE



T. 7N., R. 14W.
PARCEL MAP - P. M. 7 - 81

This is not a survey

CONDITIONS AND STIPULATIONS

DOCUMENT FILE

(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.

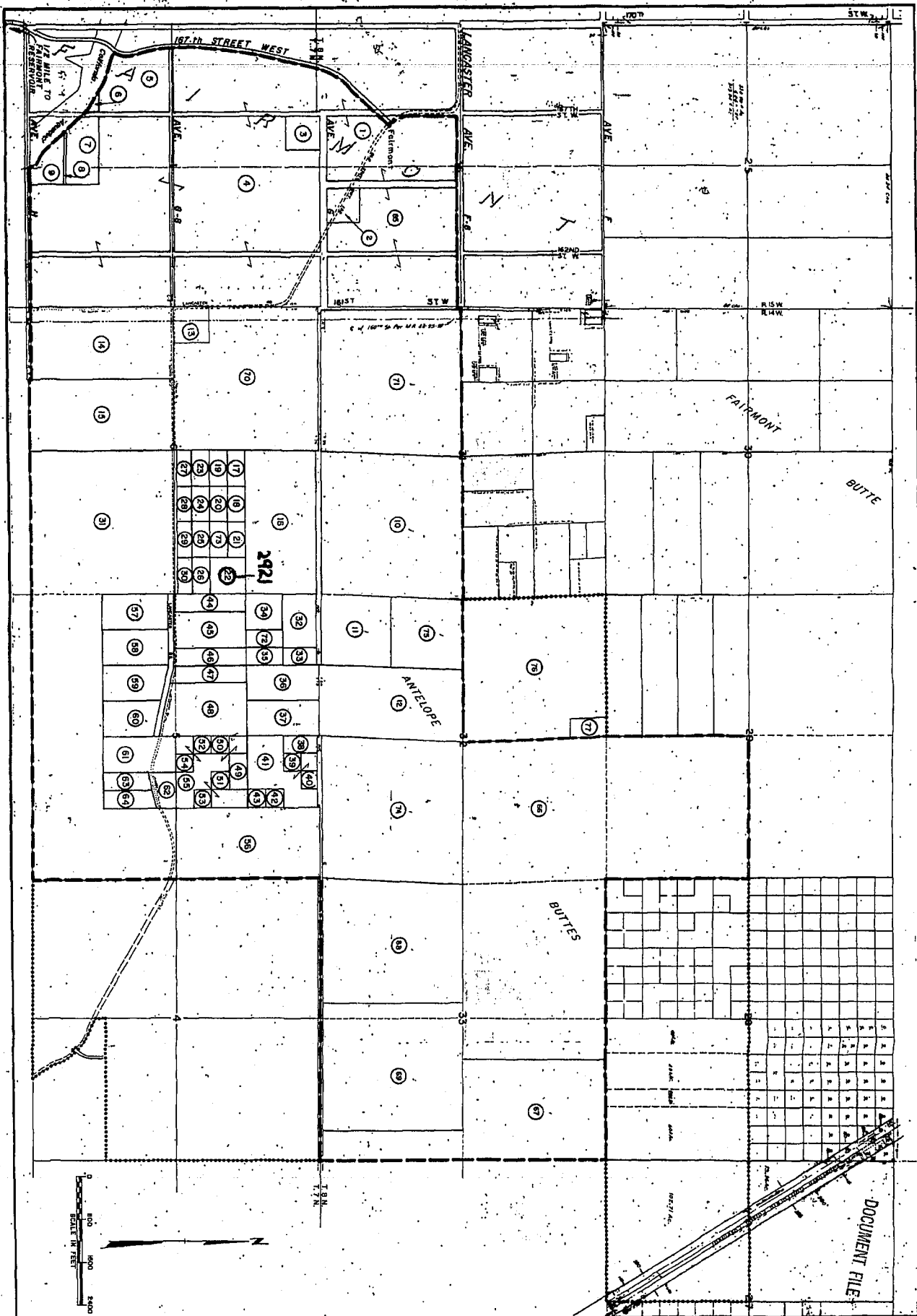
Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of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

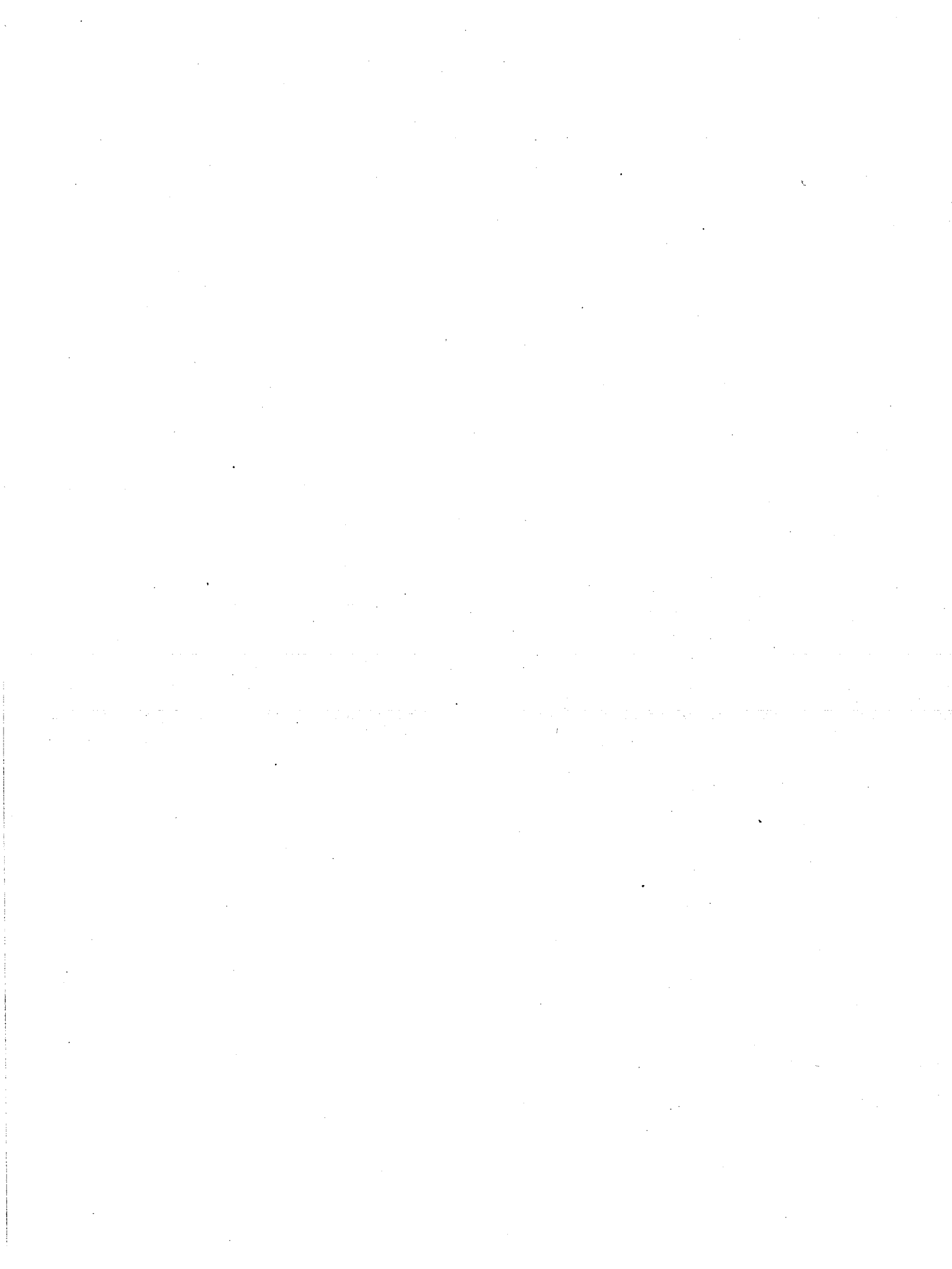
No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

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.



SHEET NO. 2 OF 3	DRAWING NO. 13971	ANTELOPE VALLEY CALIFORNIA POPPY RESERVE		RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION		REVISIONS		DATE		DESIGNED M. L. WATTS	
		ACQUISITION PLAN		APPROVED: <i>[Signature]</i> DIRECTOR		DATE: <i>1/17/78</i>		1. REVISED ACQUISITION BOUNDARY 2. REVISED ACQUISITION BOUNDARY AND ADDED P.E.S. PARCEL NO. 3. ADDED PARCEL NUMBERS 78 & 77 4. ADDED P.E.S. P.C. NO'S 3249, 3250, 3252		DRAWN March 1978 CHECKED 1-3-77	



78-1020188

419.8-5621

FATCOLA

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA.

SEP 14 1978 AT 8 A.M.

Recorder's Office

WHEN RECORDED MAIL TO

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

139372-18

FREE N

No Tax Due
H. H. H.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Parks and Recreation
Project: Poppy Preserve DBP-379
Parcel: 2920

JULIUS B. GIRARD, a married man, as his separate property, and JEAN GIRARD,
his wife

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

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.

EXCEPT the Northerly 976.14 feet.

Affix IRS

NONE

Dated: July 11, 1978

Julius B. Girard

JULIUS B. GIRARD

JEAN GIRARD

Subscribing Witness:

Kathy A. Doe

PD-210

RES 5A (3/73)

72 3648

GRANTOR(S)

STATE OF CALIFORNIA

COUNTY OF Los Angeles ss.

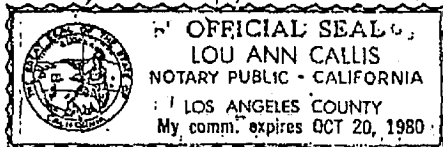
On 7-11, 1988 before me, the undersigned, a Notary Public in and for the State of California, personally appeared Julia B. [unclear]

known to me to be the person(s) whose name(s) has subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

(Seal)

[Signature]
Name: (Typed or Printed) [unclear]
Notary Public in and for the State of California



THE (OR) P. SUBSCRIBING WITNESS

STATE OF CALIFORNIA

COUNTY OF Los Angeles ss.

On 7-11, 1988 before me, the undersigned, a Notary Public in and for the State of California, personally appeared Kitty Lee

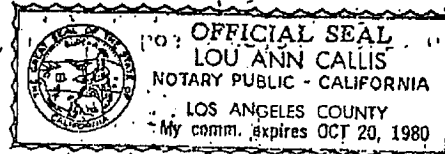
known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said: that he was present and saw

Julia B. [unclear] personally known to him to be the person(s) described in and whose name(s) has 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)

[Signature]
Name: (Typed or Printed) [unclear]
Notary Public in and for the State of California



78-1020188

NOTARIAL OFFICE
250 N. 113th St. - M.S. 471

OF THE VICTORIES COUNTY OF
RECORDED IN OFFICIAL RECORDS

18-1020188

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

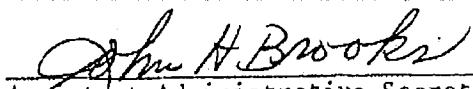
BE IT FURTHER RESOLVED, that the conveyances identified above are hereby accepted on behalf of the State of California and consent is given to the recordation thereof, and that either the Chairman or Administrative Secretary of this Board is authorized to execute said agreements and such other instruments 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.

78-1020188


Assistant Administrative Secretary
State Public Works Board

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

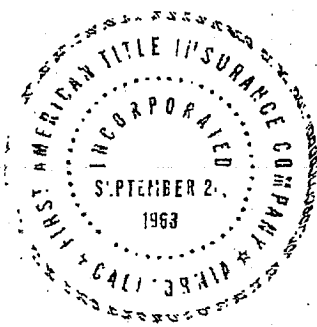
SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule 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 3648

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 139372-18 ends: FALL AS:df

SCHEDULE A

Total fee for Title, Examination
and Title Insurance \$38.13

Amount of Insurance: \$12,500.00

Policy No. TOR 1-281064

Date of Policy: September 14, 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. 139372-18

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 nor 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. 139372-18

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:

- E20
1. An easement for public road and utility and incidental purposes, in favor of Murdo G. McIver and Mary K. McIver, husband and wife, recorded May 3, 1967, over that portion of said land included within the lines of Lancaster Road as said road existed on June 11, 1957, together with the right to dedicate said land for public use without the joinder of the Grantee herein and such grant or dedication shall have the same force and effect as through jointed into by the Grantee herein or his successor in interest.
 2. An easement for a future street as delineated on said parcel map, as shown herein, over the Southwest corner of said land.

All Policy Forms

Our No. 139372-18

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:

Parcel 3 of Parcel Map No. 4267, as shown upon a parcel map filed in book 7 page 81 of Parcel Maps of said county.

EXCEPT the Northerly 976.14 feet.

INDORSEMENT

Attached to Policy No. TOR 1-281064

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

REVISIONS

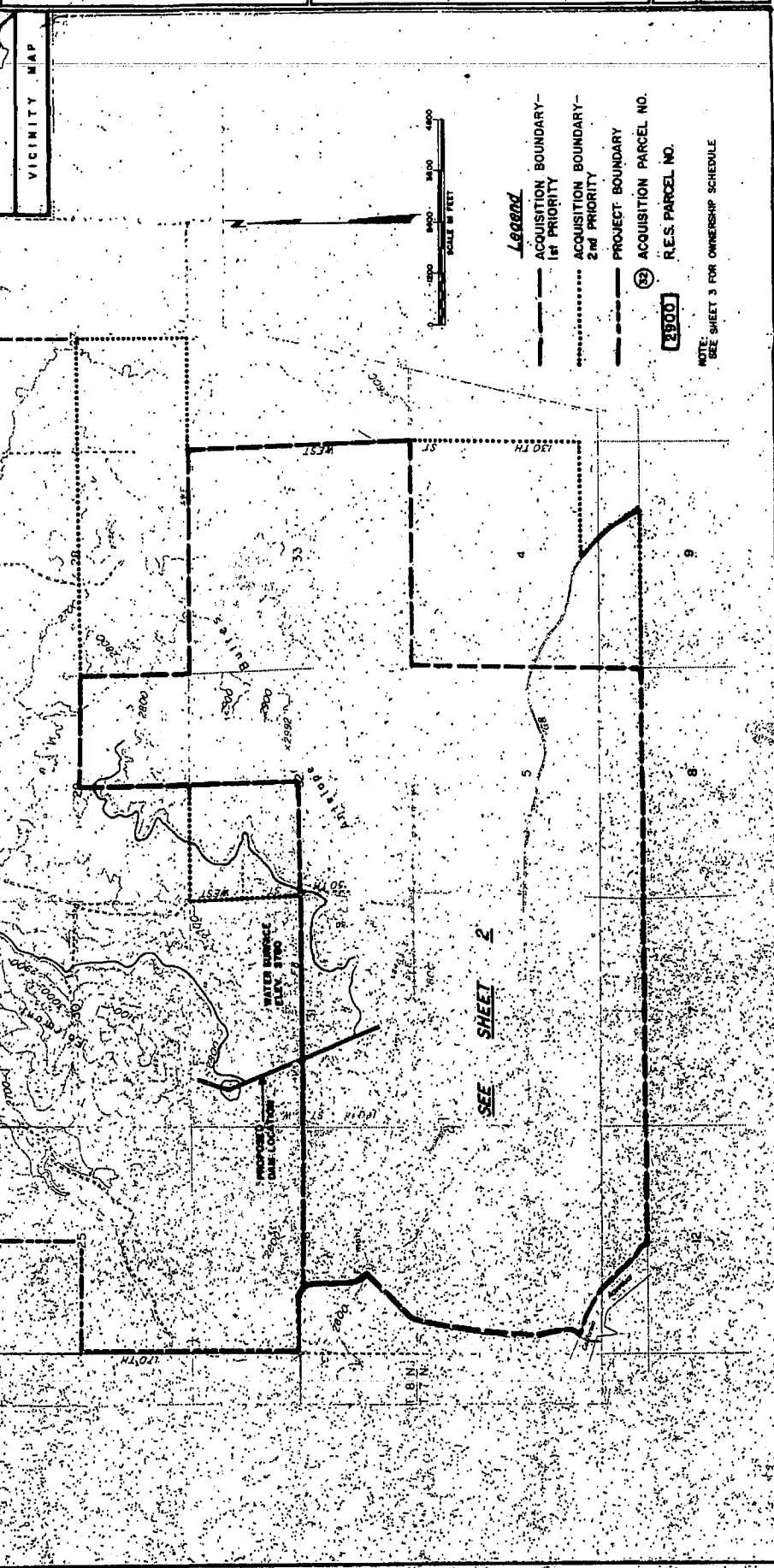
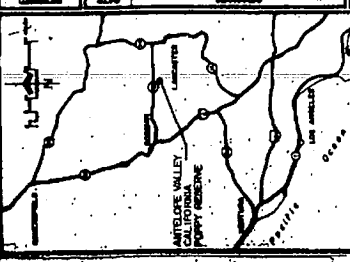
DATE	DESCRIPTION
1-12-75	REVISED ACQUISITION BOUNDARY AND ACQUISITION PRIORITY
9-23-74	ADDED E.L.S. PARCEL NUMBER
6-23-74	ADDED PARCEL NUMBER TO 8 & 77
6-9-74	CHANGED
1-5-73	CHECKED

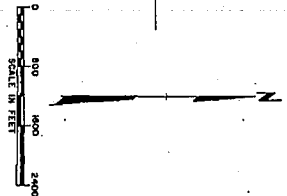
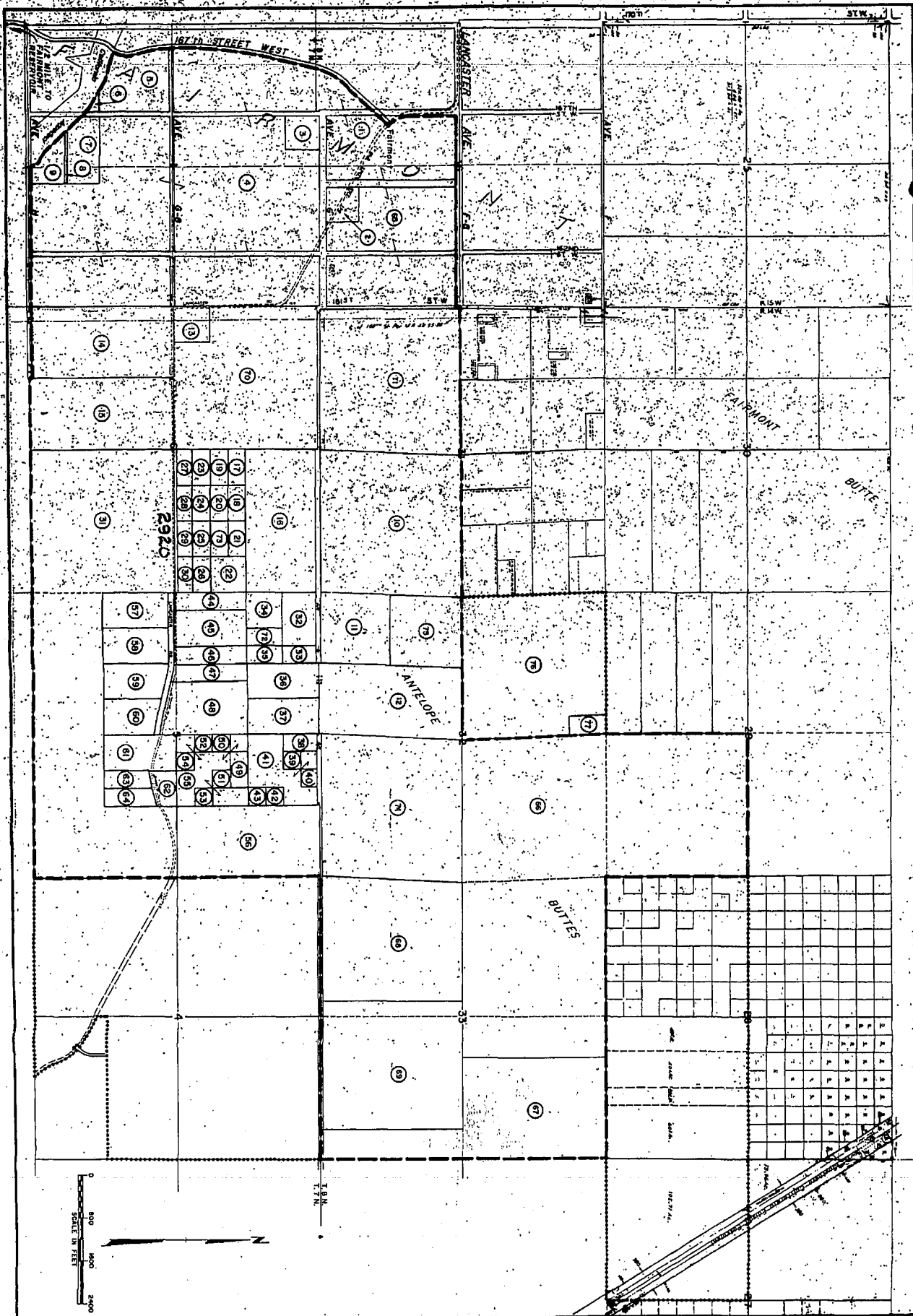
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RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
DIRECTOR

ANTELOPE VALLEY CALIFORNIA POPPY RESERVE
ACQUISITION PLAN

PROJECT NO. 13971
SHEET NO. 1

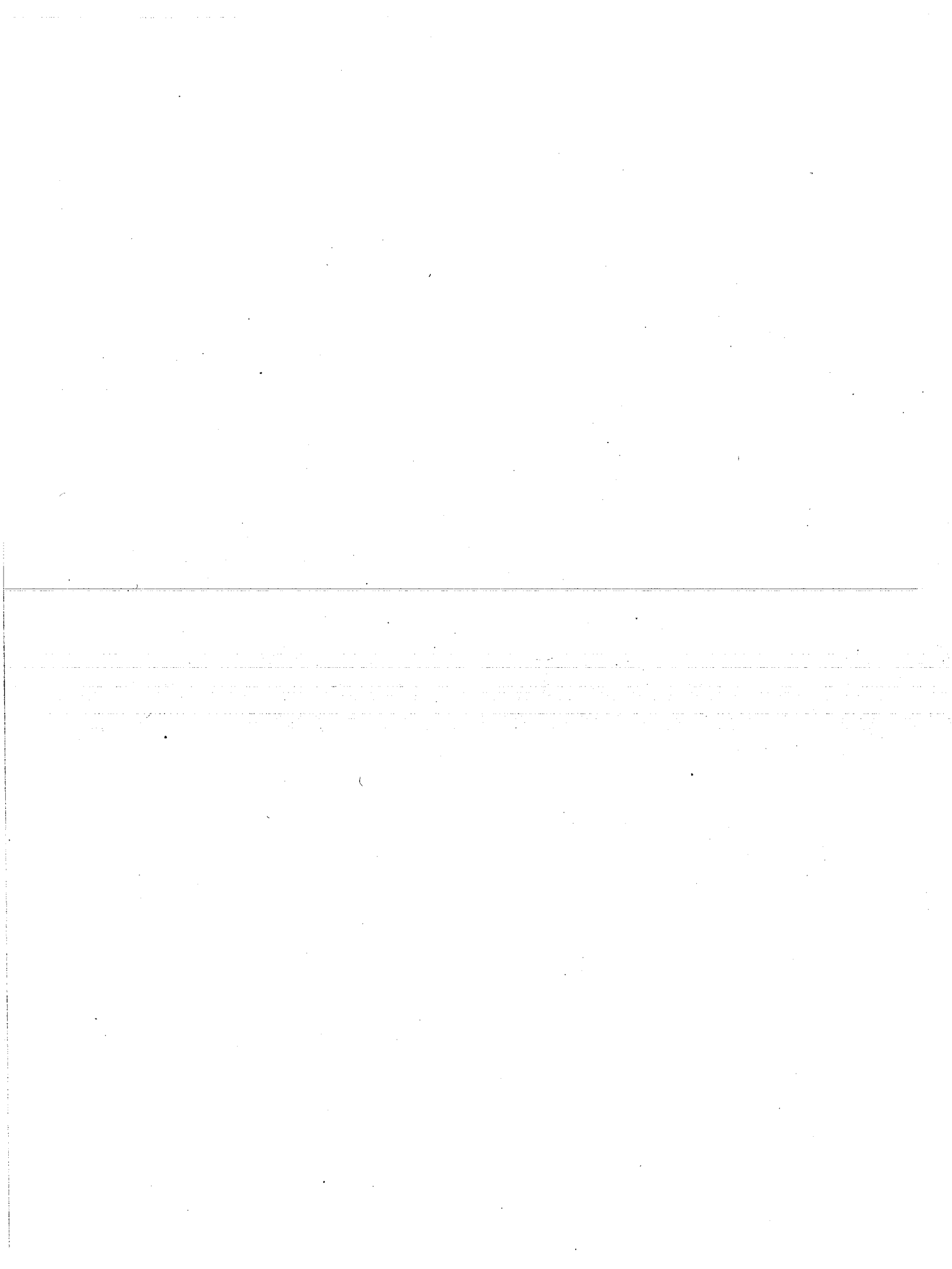




2 S 3	DRAWING NO. 13971	ANTELOPE VALLEY CALIFORNIA POPPY RESERVE	RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	REVISIONS 1. REVISED ACQUISITION BOUNDARY 2. REVISED ACQUISITION BOUNDARY AND ADDED P.E. 3 PARCEL NO. 3. ADDED PARCEL NUMBERS 76 & 77 4. ADDED RES. POL. NO'S. 3249, 3250, 3252	DATE 8-12-76 3-23-78 8-8-76 1-3-77	DESIGNED M. L. LAY March 1974 DRAWN March 1978 CHECKED
	SHEET NO.	ACQUISITION PLAN	APPROVED: <i>[Signature]</i> DIRECTOR	DATE: 1-1-78		

DATE 3-12-78	DESIGNED R. LAYMAN	CHECKED 1-3-77	1. REVISIONS ACQUISITION BOUNDARY
DATE 5-24-78	DRAWN R. LAYMAN	1. REVISIONS ACQUISITION BOUNDARY & ADDED R.E.S. PARCEL NOS.	2. REVISIONS ACQUISITION BOUNDARY & ADDED R.E.S. PARCEL NUMBERS 3249,3250.
APPROVED <i>[Signature]</i> DATE 3-12-78		DIRECTOR RESOURCES AGENCY OF CALIFORNIA	
DEPARTMENT OF PARKS AND RECREATION		ACQUISITION PLAN	
ANTelope VALLEY CALIFORNIA POPPY RESERVE		DRAWING NO. 13971	
		SHEET NO. 333	

OWNERSHIP SCHEDULE			
R.E.S. PARCEL NO.	OWNER	SECTION	TOWNSHIP, RANGE & ACRES
101	W. J. JONES	10	7N, 10W, 1.44
102	W. J. JONES	10	7N, 10W, 1.44
103	W. J. JONES	10	7N, 10W, 1.44
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106	W. J. JONES	10	7N, 10W, 1.44
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198	W. J. JONES	10	7N, 10W, 1.44
199	W. J. JONES	10	7N, 10W, 1.44
200	W. J. JONES	10	7N, 10W, 1.44



STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

NOTIFICATION OF PROPERTY TRANSFER

TO:

Ronald Krueper
Tehachapi District


DATE: **JUL 21 2008**

FEE ADDITION
 EASEMENT DISPOSAL

The following described Real Property
 Interest in Real Property

has been transferred To the Department of Parks and Recreation
 From

Parcel History No.
72-5968

District/Unit No. 900/560	Unit Name Antelope Valley California Poppy Reserve SNR	DPR/DBP/PRG/SSL No. A44201	OREDS Parcel No. 10194
Acquisition Plan No. 29465	County Los Angeles	Land Acreage 4.82	Water Frontage N/A
Lessor Wildflower Preservation Foundation, Inc.			Mineral Rights Acquired by DPR
Date Recorded 10/03/03	Recording Data 03-2939048	Transfer of Jurisdiction: 10/03/03	Certificate of Acceptance 09/10/03
Method of Acquisition Fee <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Gift <input checked="" type="checkbox"/> Exchange <input type="checkbox"/>	Lease <input type="checkbox"/> Condemnation <input type="checkbox"/>	Improved <input type="checkbox"/> Unimproved <input checked="" type="checkbox"/>	
Established Value		DPR Funds Expended	
Land	\$35,000.00	Land	N/A
Improvements	N/A	Improvements	N/A
TOTAL	\$35,000.00	TOTAL	N/A
Fund Source No Cost to DPR. Gift Value = \$35,000.00 (from Grantor)			
Supporting Documents Instrument of Conveyance <input checked="" type="checkbox"/> Policy of Title Insurance <input checked="" type="checkbox"/> Surplus/Disposal Plan or Acquisition Plan <input checked="" type="checkbox"/> *Encumbrances <input type="checkbox"/>			
REMARKS APN: 3236-015-036 (changed by county to 3236-015-908).			
*SEE POLICY OF TITLE INSURANCE			
ACQUISITION AND REAL PROPERTY SERVICES DIVISION Kim L. Snyder Real Property Manager 			

PROPERTY DATA SHEET

ACQUIRING AGENCY: Department of Parks and Recreation
PARK UNIT: Antelope Valley California Poppy Reserve
AGENCY PARCEL NUMBER: A44201
REAL PROPERTY NUMBER: 960
RESD PROJECT & PARCEL NUMBER: 10194
COUNTY: Los Angeles
ASSESSOR'S PARCEL NUMBER: 3236-015-036 (later changed by County to 3236-015-908)
PUBLIC WORKS BOARD DATE: 08/15/2003
PARCEL SIZE: 4.82 acres
GRANTOR: Wildflower Preservation Foundation, Inc.
A California Corporation
RECORDING DATE: 10/03/2003
RECORDING NUMBER: 03-2939048
INTEREST ACQUIRED: 100% Fee
CONSIDERATION: \$35,000.00
FUNDING AUTHORITY: No Cost to DPR.
Gift Value = \$35,000.00 (from Grantor)
ACQUISITION PLAN DRAWING NUMBER: 29465
CONTACT PERSON: David Wrightsman
PARCEL HISTORY NUMBER (assigned by RESD): **72 - - 5968**

Memorandum

Date : September 9, 2004

To : Joe D. White, Real Estate Officer
RESD - Statewide Property Inventory

From : Department of Parks and Recreation
Office of Acquisition and Real Property Services

Subject : **Transmittal of Conveyance Documents for Statewide Property Inventory**

UNIT: Antelope Valley California Poppy Reserve REAL PROPERTY NO. 960

PROJECT: Wildflower Preservation Foundation GIFT

AGENCY PARCEL NO(s): A44201

TOTAL ACREAGE

Fee: 4.82 Easement: - Leasehold: -

PURCHASE PRICE: \$0.00 GIFT VALUE: \$35,000.00

FUNDING SOURCE(s):	AMOUNT PER FUND:
<u>N/A</u>	<u>0.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
TOTAL:	0.00

ATTACHMENTS:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Original Conveyance Document | <input type="checkbox"/> Property Acquisition Agreement |
| <input checked="" type="checkbox"/> Original Policy of Title Insurance | <input checked="" type="checkbox"/> Property Data Sheet |
| <input checked="" type="checkbox"/> Map of Area Acquired | <input checked="" type="checkbox"/> Property Acquisition Summary |

REMARKS:

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

Original Signed By

Warren E. Westrup, Chief
Office of Acquisition and
Real Property Services

Attachments

cc: Kim L. Snyder
Gayle Bohlmann

72--5968

This page is part of your document - DO NOT DISCARD

03 2939048

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

OCT 03 2003 AT 8 A.M.

TITLE(S) :

Lead



LEAD SHEET

FEE	FREE E		D.T.T
CODE 20			
CODE 19			
CODE 9			

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

3236-015-036

007

THIS FORM NOT TO BE DUPLICATED

72--5968

RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY

10/3/03

2

WHEN RECORDED MAIL TO

STATE OF CALIFORNIA
Department of Parks and Recreation
Office of Acquisition and Real Property Services
1 Capitol Mall, Suite 500
Sacramento, CA 95814

03 2939048

OFFICIAL STATE BUSINESS - EXEMPT FROM RECORDING FEES
PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

<p>Gift Deed</p> <p><i>31005570-14</i></p>	<p>Agency: Department of Parks and Recreation Project: Antelope Valley Poppy Reserve-Gift Acceptance Parcel(s): DPR # A 44201 DGS # 10194</p>
---	---

APN(S): 3236-015-036 County of Los Angeles

WILDFLOWER PRESERVATION FOUNDATION INC., A CALIFORNIA CORPORATION

hereby GRANTS to THE STATE OF CALIFORNIA, on behalf of the Department of Parks and Recreation of the State of California the following described real property situated in the State of California, County of Los Angeles, described as follows:

PARCEL 1:

THE WEST HALF OF THE EAST 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 UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 2:

AN EASEMENT FOR PUBLIC ROAD, INGRESS AND EGRESS AND PUBLIC UTILITY PURPOSES OVER THE NORTHERLY 15 FEET AND OVER THE SOUTHERLY 15 FEET OF 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, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

Dated: 8-13-03

GRANTOR
WILDFLOWER PRESERVATION FOUNDATION INC., A CALIFORNIA CORPORATION

By *Dorothy Bolt*
Dorothy Bolt, President

By *Ann M. Gregg*
Ann M. Gregg, Secretary

72--5968

10/3/03

3

State of California
County of Los Angeles

On AUGUST 13, 2003, before me, ~~Dorothy Bolt~~ LINDA WILLIAMS, NOTARY PUBLIC

personally appeared ~~LINDA WILLIAMS, /NOTARY /PUBLIC~~ DOROTHY BOLT

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

WITNESS my hand and official seal.



Signature Linda Williams

Notary public in and for said State.
seal)

(Above area for official notary seal)

03 2939048

72--5968

03 2939048

10/3/03

4

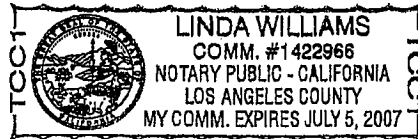
State of California
County of Los Angeles

On AUGUST 13, 2003, before me, Ann M. Gregg LINDA WILLIAMS, NOTARY PUBLIC

personally appeared LINDA WILLIAMS / NOTARY PUBLIC / ANN M. GREGG

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

WITNESS my hand and official seal.



Signature Linda Williams

Notary public in and for said State.
seal)

(Above area for official notary seal)

72 - - 5968

03 2939048

10/3/03

5

CERTIFICATE OF ACCEPTANCE

Agency Department of Parks and Recreation
Project Antelope Valley Poppy Reserve
Agency Parcel No. DPR #A44201 – DGS # 10194

APN 3236-015-036
County of Los Angeles

This is to certify that, pursuant to Sections 15853 and 27281 of the California Government Code, the interest in real property conveyed by the Grant Deed dated August 13, 2003, from WILDFLOWER PRESERVATION FOUNDATION INC., A CALIFORNIA CORPORATION, to THE STATE OF CALIFORNIA on behalf of the Department of Parks and Recreation of 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 August 15, 2003, and the Grantee consents to the recordation thereof by its duly authorized officer.

Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed, if any.

Accepted STATE OF CALIFORNIA
State Public Works Board

By: Irene T. Anderson
IRENE T. ANDERSON
Assistant Administrative Secretary

Dated: 8/19/03

Consent DEPARTMENT OF PARKS AND RECREATION

By: Dr. Mark Schrader
DR. MARK SCHRADER
Deputy Director

Dated: 8/15/03

Consent DIRECTOR,
DEPARTMENT OF
GENERAL SERVICES

By: Dwight V. Weathers
DWIGHT V. WEATHERS
Assistant Chief
Real Estate Services Section

Dated: 8/19/03

Approved DEPARTMENT OF FINANCE

By: Steve Peace
STEVE PEACE, Director

Dated: 9/10/03

03 2939048

72--5968

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY 1990

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the 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 the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The 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;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

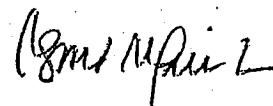
The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
CHICAGO TITLE COMPANY
700 SOUTH FLOWER STREET, SUITE 800
LOS ANGELES, CA 90017
(213) 488-4300

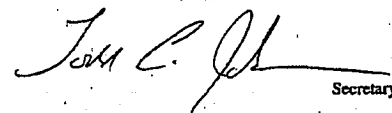
CHICAGO TITLE INSURANCE COMPANY

By:



President

ATTEST



Secretary



72 - - 5968

SCHEDULE A

Amount of Insurance: \$35,000.00

Policy No. 31005570 X14

Date of Policy: OCTOBER 3, 2003 at 8:00 AM

Premium: \$420.00

1. Name of Insured:

THE STATE OF CALIFORNIA, ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION OF THE STATE OF CALIFORNIA

2. The estate or interest in the land which is covered by this policy is:

A FEE AS TO PARCEL 1;
AN EASEMENT MORE FULLY DESCRIBED BELOW AS TO PARCEL 2

3. Title to the estate or interest in the land is vested in:

THE STATE OF CALIFORNIA, ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION OF THE STATE OF CALIFORNIA

4. The land referred to in this policy is situated in the County of LOS ANGELES, State of California and is described as follows:

PARCEL 1:

THE WEST HALF OF THE EAST 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 UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 2:

AN EASEMENT FOR PUBLIC ROAD, INGRESS AND EGRESS AND PUBLIC UTILITY PURPOSES OVER THE NORTHERLY 15 FEET AND OVER THE SOUTHERLY 15 FEET OF 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, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

This Policy valid only if Schedule B is attached.

72--5968

SCHEDULE B

Your Ref:

Policy No. 31005570 X14

EXCEPTIONS FORM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

- 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 the public records but which could be ascertained by an inspection of the land or which may be asserted by 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, whether or not the matters under excepted (a), (b) or (c) are shown by the public records

PART II

- A 1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2003-2004 THAT ARE A LIEN NOT YET DUE.
- C 2. THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4 RESPECTIVELY (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A; OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.
- E 3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: ROBERT F. SORG AND LINDA A. SORG, HUSBAND AND WIFE, AS JOINT TENANTS

PURPOSE: PUBLIC ROAD, INGRESS, EGRESS AND PUBLIC UTILITY

RECORDED: OCTOBER 15, 1980 AS INSTRUMENT NO. 80-1020658 OFFICIAL RECORDS

AFFECTS: THE NORTHERLY 15 FEET AND THE SOUTHERLY 15 FEET

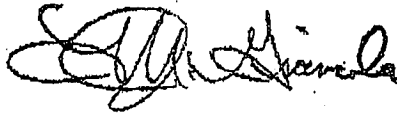
F AMONG OTHER THINGS, SAID DOCUMENT PROVIDES:

THE UNRESTRICTED USE AND BENEFIT OF THE OWNER OR OWNERS OF ALL, OR ANY PORTION, OR PORTIONS, SUBDIVISION, OR SUBDIVISIONS OF THE EAST ONE HALF OF THE

SCHEDULE B (CONT.)

Part II

SOUTH ONE HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5.

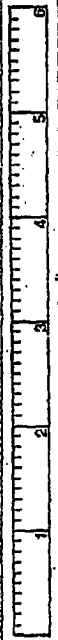


AUTHORIZED SIGNATORY _____

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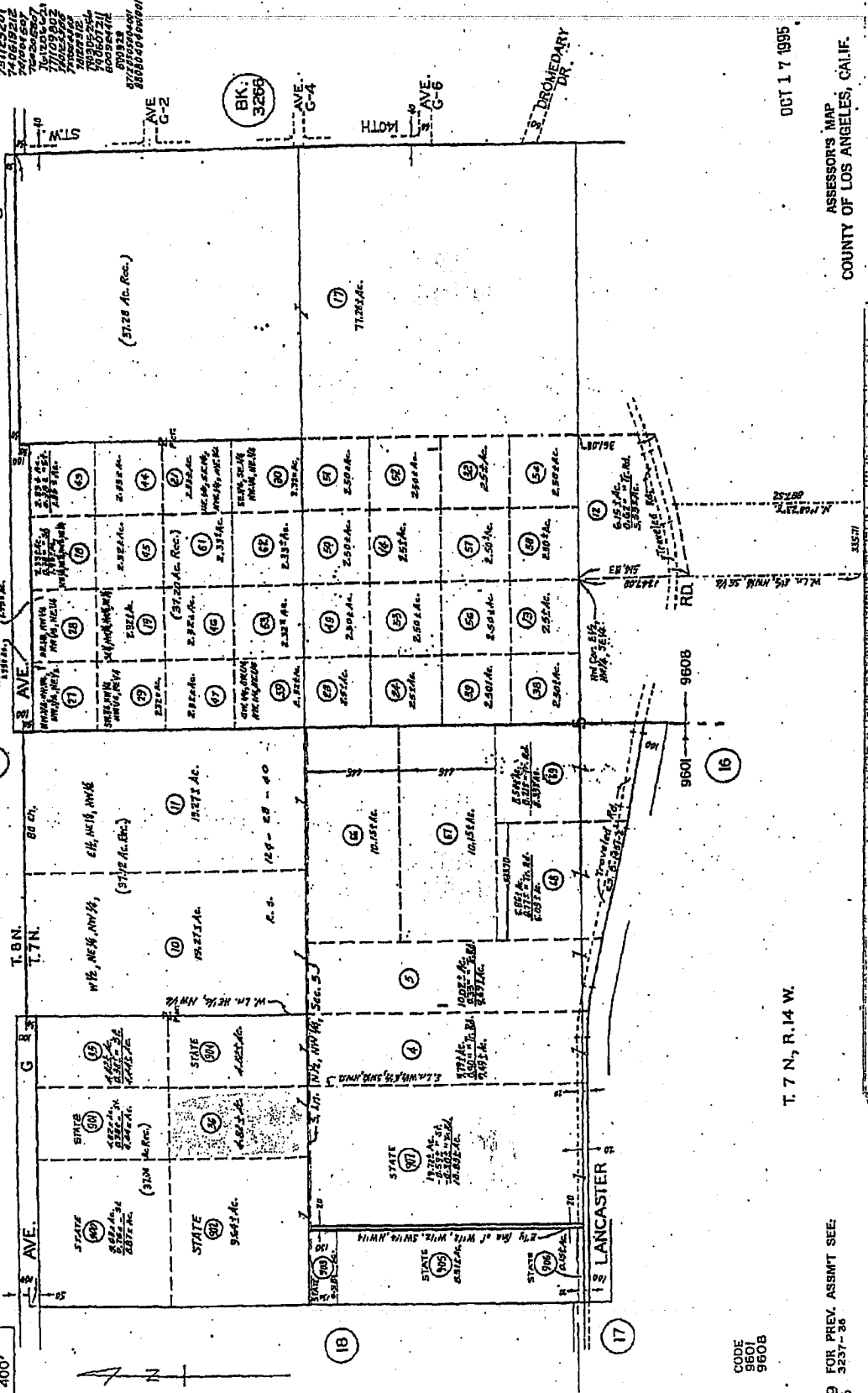
3236 15
SCALE 1" = 400'

1996



SCALE IN 1/10 OF AN INCH

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BK. 3266

OCT 17 1995

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

CODE
9601
9608

T. 7 N., R. 14 W.

NO. 589 FOR PREV. ASSM'T SEE
NO. 1165

Chicago Title Ins. Co.
This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon.

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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 prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and 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, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any 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.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful 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. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, 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 the facts giving rise to the loss or damage. The 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 shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information

from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (b)(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

State Public Works Board
August 15, 2003

**RESOLUTION OF STATE PUBLIC WORKS BOARD
AUTHORIZING ACQUISITION OF REAL PROPERTY
UNDER THE PROPERTY ACQUISITION LAW IN THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
FOR THE DEPARTMENT OF PARKS AND RECREATION**

**Antelope Valley Poppy Reserve-Property Donation
DPR Parcel No. A44201, DGS Parcel No. 10194**

WHEREAS, Section 5005 of the California Public Resources Code authorizes the Department of Parks and Recreation (hereinafter "Department") to acquire any interest in real property for the extension, improvement, or development of the State Park System; and

WHEREAS, Government Code 11005 provides for acceptance of gifts of real property by the State of California by any State agency with statutory authority, subject to the approval of the Director of Finance and approval of conveyance contracts by the Director of General Services; and

WHEREAS, the Department of General Services has requested that the Board authorize the donation of approximately 4.82 acres of property situated in the County of Los Angeles, State of California, as more particularly described in the attached Exhibit "A" consisting of one page that is incorporated herein; and

NOW, THEREFORE, BE IT RESOLVED that the above described donation of real property is hereby approved for acceptance in the name of the State of California under the Public Resources Code 5005 and Government Code 11005.

BE IT FURTHER RESOLVED that the Administrative Secretary or duly authorized Assistant Administrative Secretary of the Board is authorized and directed to do any and all things, and to execute and deliver any and all documents necessary or advisable in order to consummate the acquisition and otherwise effectuate the purpose of this Resolution.

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of a resolution adopted by the State Public Works Board on August 15, 2003.

WITNESS my hand this 15th day of August 2003.



James E. Tilton, Administrative Secretary
State Public Works Board

72- -5968

working copy

SITE SELECTION/PROPERTY ACQUISITION SUMMARY

DATE JUN 24 2003

1. ACTION REQUIRED: <input checked="" type="checkbox"/> DGS Transaction Approval <input checked="" type="checkbox"/> PWB Settlement Approval	
2. ATTACHMENTS TO SUMMARY a. Gift Deed (1 original) b. Certificate of Acceptance (1 original) c. Gift Certificate of Approval d. Acquisition Plan Map e. Preliminary Title Report f. Notice of Exemption (CEQA) To be provided by ESS g. Draft PWB Agenda Item and/or Resolution	3. PROJECT INFORMATION Park Unit: Antelope Valley Poppy Reserve Project: Gift of Real Property Agency Parcel No.: A44201 DGS# County: Los Angeles A.P.No.: 3236-015-036 OREDS Project & Parcel Nos.: Site Selection Date: N/A <input type="checkbox"/> PWB <input type="checkbox"/> Agency DGS Transaction Approval Date: PWB Settlement Approval Date:
4. FISCAL INFORMATION Funding Source: N/A (Gift) Chapter/Item: 379/02, 3790-301-6029(6) (overhead) PCA Account No: 22139 Agency Code: 53465 Amount of Appropriation: \$ Appropriation Balance (est.): \$ Overhead Estimate: \$ 1000 Purchase Price: \$	5. PROPERTY DESCRIPTION <input type="checkbox"/> Improved <input checked="" type="checkbox"/> Unimproved <input type="checkbox"/> Utilities Present <input type="checkbox"/> Occupied <input checked="" type="checkbox"/> Vacant <input checked="" type="checkbox"/> Public Road Access Present Use: vacant Zoning: LC 25—Land Conservation Parcel Size: 4.82 acres Acreage Acquired: 4.82 acres Proposed Use: Addition to existing State Park
6. METHOD OF ACQUISITION <input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Gift <input type="checkbox"/> Combination <input type="checkbox"/> Exchange <input type="checkbox"/> Transfer of Control and Possession (interagency)	7. INTEREST BEING ACQUIRED <input checked="" type="checkbox"/> Fee Simple; Amount of interest: <input type="checkbox"/> Easement; Type: <input type="checkbox"/> Mineral rights; Type: <input type="checkbox"/> Purchase Option; Option Period:
8. DELIVERY OF PROPERTY <input checked="" type="checkbox"/> Upon close of escrow <input type="checkbox"/> Grace period; Length: <input type="checkbox"/> Lease-back to Grantor <input type="checkbox"/> Other:	9. GRANTOR INFORMATION Name(s) of Grantor: WILDFLOWERS PRESERVATION FOUNDATION INC., A CALIFORNIA CORPORATION Date of Vesting: 05/11/87 State Employee <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, explain below)

10. APPRAISAL INFORMATION <input type="checkbox"/> Original Appraisal <input type="checkbox"/> Revised / Updated Appraisal					
APPRAISER & AGENCY / FIRM	STAFF / FEE	DATE OF VALUATION	BREAKDOWN OF VALUE	APPROVED VALUATION	PURCHASE SETTLEMENT
N/A			Land	\$	\$
			Improvements	\$	\$
			Personal Property	\$	\$
			Severance Damage	\$	\$
Date of Approval: Approved by:			TOTAL	\$	\$ N/A

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ACQUISITION SUMMARY
PAGE 2

11. SUMMARY OF PRELIMINARY REPORT ITEMS (refer to attached report)			PARCEL No: A44201
TITLE COMPANY: Chicago Title Company ADDRESS: 131 North El Molino, # 150, Pasadena, CA 91101			REPORT No: 31005570-X14 DATED: April 28, 2003
ITEM No.	ACCEPT ¹	DELETE ²	EXPLANATION ³
1		X	Property taxes, including assessments collected with taxes 2003-04. If any, to be paid by grantor and removed from the report upon deed recordation.
2		X	Property taxes for fiscal year 2002-03. If any, to be paid by grantor and removed from the report upon deed recordation.
3		X	Lien of supplemental or escaped assessments of property taxes if any... If any, to be paid by grantor and removed from the report upon deed recordation.
4	X		Water rights, claims or title to water, whether or not shown by the public records. DPR is willing to accept this gift of property subject to.
5	X		Public road and utility easement to Robert F. Sorg and Linda A Sorg, recorded 10/15/1980 as Instrument No. 80-1020658. The roadway easement through the existing State Park provides access to the subject property. DPR will take title subject to.
End of Schedule B items.			
¹ ACCEPT - State <u>will</u> take title subject to the item. ² DELETE - State <u>will not</u> take title subject to the item. ³ Explain effect on market value of any accepted items not considered in appraisal.			

12. SPECIAL CONTRACT CLAUSES check if none

13. SPECIAL DEED CLAUSES check if none

14. DISPOSITION OF UNRECORDED INTERESTS check if none

15. POSSESSION AND OCCUPANCY

- Vacant
- Owner occupied
- Tenant occupied
 - lease month-to-month tenancy
- Relocation Assistance consideration

Remarks:

Assumption of rental or lease contract

Term:

Rate:

Cancellation clause:

Remarks:

16. CERTIFICATE OF INSPECTION

The undersigned, an employee of the Department of Parks and Recreation, certifies that he/she is qualified to recognize property easements and encumbrances. He/she has personally inspected the subject property and found no visible signs of easements, rights of way or other evidence supporting potential claims of interest, except those shown in the title report.



David L. Wrightsman, Senior Land Agent

17. POTENTIALLY HAZARDOUS CONDITIONS AND RECOMMENDED CORRECTIVE ACTION check if none

18. REMARKS

19. AGENCY RECOMMENDATION FOR APPROVAL


David L. Wrightsman, Senior Land Agent


Warren E. Westrup, Chief
Office of Acquisition Real Property Services

Date: JUN 24 2003

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Snyder, Kim

From: Wrightsman, David
Sent: Monday, July 21, 2008 8:00 AM
To: Snyder, Kim
Subject: RE: Need help with gift value

Excellent..., let me know if you need anything else Kim.

David L. Wrightsman, Senior Land Agent
Acquisition and Real Property Division
1 Capitol Mall, Suite 500
Sacramento CA 95814
916.445.9101 Office
916.327.7307 fax

From: Snyder, Kim
Sent: Monday, July 21, 2008 7:26 AM
To: Wrightsman, David
Subject: RE: Need help with gift value

Yes, Policy of Title Insurance is \$35,000. o.k., so I will include a copy of this e-mail and add the comment that the gift value used is your estimate and that the Gift Deed Summary estimate of \$20,000 and the DGS Memorandum – Gift of Real Property of \$21,800 were not used.

Thanks for the clarification Dave.



Kim L. Snyder
Real Property Manager
California State Parks
Acquisition and Real Property Services Division
One Capitol Mall, Suite 500
Sacramento, CA 95814
Direct: (916) 327-7297
FAX: (916) 327-7307
e-mail: ksnyd@parks.ca.gov

From: Wrightsman, David
Sent: Monday, July 21, 2008 7:05 AM
To: Snyder, Kim
Subject: RE: Need help with gift value

Per my recollection of what transpired I believe the previous estimates were old. There had been some activity in the area that reflected an increase in land values current to the date the acquisition closed. So, I went online and researched similar properties to see either what they were listed for or might of closed. There were listings covering 25k to 50k, with many of those needing adjustment. Based on what I had researched I believed the gift value was 35k. That is what the Title Insurance should reflect as well.

7/21/2008

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David L. Wrightsman, Senior Land Agent
Acquisition and Real Property Division
1 Capitol Mall, Suite 500
Sacramento CA 95814
916.445.9101 Office
916.327.7307 fax

From: Snyder, Kim
Sent: Tuesday, July 15, 2008 3:35 PM
To: Wrightsman, David
Subject: Need help with gift value

Hi David:

In working the Wildflower Preservation Foundation Gift acquisition at Antelope Valley California Poppy Reserve, recorded 10/03/2003 for 4.82 acres, you reported a gift value of \$35,000, however the Gift Deed Summary estimates \$20,000 and the DGS Memorandum – Gift of Real Property states the property has an estimated value of \$21,800. Can you please tell me which number is correct as we will need to be able to document the correct gift value and make a correction of the \$35,000 (if it is incorrect) with an explanation for the over-reporting of the asset to Accounting and the Auditors.

This one is somewhat time sensitive as the district also has a Public Records Act request for the documents.

Thanks for your help,



Kim L. Snyder
Real Property Manager
California State Parks
Acquisition and Real Property Services Division
One Capitol Mall, Suite 500
Sacramento, CA 95814
Direct: (916) 327-7297
FAX: (916) 327-7307
e-mail: ksnyd@parks.ca.gov

7/21/2008

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GIFT DEED SUMMARY
 RESD-212 (REV. 1/99)

PART I TO BE COMPLETED BY AGENCY - ATTACH PLAT SHOWING THE RELATION OF EACH PARCEL TO PARK UNIT

1. AGENCY NAME Department of Parks and Recreation		2. PERSON SUBMITTING REQUEST David L. Wrightsman		3. TELEPHONE NO. 445.9101		4. DATE SUBMITTED Aug 20, 2003	
5. NAME OF PROJECT Antelope Valley Poppy Reserve			6. LOCATION OF PROJECT Ave G, Lancaster			7. COUNTY Los Angeles	
8. SIZE (ACRES, SQUARE FEET) approximately 5 acres				9. SHAPE (RECTANGULAR, IRREGULAR, ETC.) rectangular			
10. DONOR'S NAME WILDFLOWER PRESERVATION FOUNDATION INC., A CALIFORNIA CORPORATION				11. ADDRESS 4512 West Avenue K-12 Lancaster, California 93536			
12.A. IS PARCEL ADJACENT TO EXISTING STATE PROJECT OR FACILITY <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES *IF NO, EXPLAIN ON SEPARATE SHEET REASONS FOR ACCEPTING.							
12.B. IS PARCEL WITHIN AN APPROVED PARKS ACQUISITION PLAN <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES IF YES, IDENTIFY PLAN							
12.C. IS PARCEL WITHIN AN AREA FUNDED BY LEGISLATION FOR ACQUISITION <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES IF YES, SPECIFY CHAPTER, YEAR AND ITEM							
12.D. IS PARCEL WITHIN AN AREA THAT HAS BEEN DISAPPROVED BY THE LEGISLATION <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES IF YES, EXPLAIN ON A SEPARATE SHEET REASONS FOR ACCEPTING.							
13. IMPROVEMENTS None			14. FIXTURES OR PERSONAL PROPERTY None			15. FISCAL IMPACT ANNUAL MAINTENANCE \$0 RESTORATION \$0 DEMOLITION \$0	
16. RESTRICTIONS OR RESERVATIONS PROPOSED None				17. CHECK APPROPRIATE BOX <input checked="" type="checkbox"/> UNCONDITIONAL GIFT <input type="checkbox"/> CONDITIONAL GIFT EXPLAIN			

PART II TO BE COMPLETED BY REAL ESTATE SERVICES

18. PROPERTY VALUE LAND		ESTIMATED \$20,000	19. PROPERTY ASSESSMENT LAND \$N/A		20. TITLE RESTRICTIONS <input type="checkbox"/> NO <input type="checkbox"/> YES IF YES, EXPLAIN ON SEPARATE SHEET	
IMPROVEMENTS	IMPROVEMENTS		TOTAL	21. POSSESSION OR OCCUPANCY		
PERSONAL PROPERTY	\$		-\$	22. TERMS OF RENTAL OR LEASE CONTRACT		
TOTAL	\$		EXEMPTION	23. DISPOSITION OF UNRECORDED INTERESTS		
23. DISPOSITION OF UNRECORDED INTERESTS				24. POTENTIALLY HAZARDOUS CONDITIONS, IF ANY		
25. STATE'S LIABILITY IN ACCEPTING GIFT The environmental review revealed no problems with hazardous materials. The property is compatible with the proposed use as an addition to the Antelope Valley Poppy Reserve.						

26. RECOMMENDATION OF REAL ESTATE SERVICES

ACCEPT REJECT
 COMMENTS

PART III DEPARTMENT OF FINANCE APPROVAL

27. RECOMMENDATION OF BUDGET OFFICER
 APPROVE REJECT
 COMMENTS

SIGNATURE OF REAL ESTATE SERVICES OFFICER

DATE

Clare Clark

8/22/03

APPROVED FOR DIRECTOR OF FINANCE

DATE

Clare Clark

9/10/03

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MEMORANDUM

Date: August 22, 2003 **Reference:** DGS Parcels 10194

To: Steve Peace, Director
Department of Finance
915 L Street, 9th Floor
Sacramento, CA 95814

From: Department of General Services – Real Estate Services Division
Professional Services Branch IMS Z-1
707 Third Street, Fifth Floor
West Sacramento, CA 95605

Subject: PARCEL 10194 – GIFT OF REAL PROPERTY FROM
THE WILDFLOWER PRESERVATION FOUNDATION INC.

Attached for the Department of Finance approval is a copy of a Gift Deed from the Wildflower Preservation Foundation Inc., to the State of California, Department of Parks and Recreation, conveying approximately 5 acres in the County of Los Angeles for an addition to the Antelope Valley Poppy Reserve.

There will be no cost to the State by accepting the land. The only related costs will be for State's overhead in processing documents and title costs including preliminary report and title policy.

Time is of the essence on this transaction. Please process this request as expeditiously as possible. Approval of the gift is recommended. If you concur, please sign the Certificate of Acceptance attached to the deed and the Gift Deed Summary form.

IMPORTANT

Return to DGS the SIGNED ORIGINAL DOCUMENTS
(deeds & certificates of acceptance)
DO NOT FILE THEM, DO NOT FORWARD TO OTHER AGENCY

Please call Lorina Pisi at (916) 375-4030
when documents are ready for DGS pick-up

If you have any questions, or need additional information, please call Gerry Clark at (916) 375-4024.

APPROVAL RECOMMENDED:

IRENE T. ANDERSON, Manager
Real Estate Services, Acquisition

Attachments

cc: David Wrightsman, Department of Parks and Recreation

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GIFTS OF REAL PROPERTY

TO: Genevieve Frederick
Department of Finance

FROM: Warren E. Westrup, Chief
Office of Acquisition and Real Property Services

DATE: June 24, 2003

DEPARTMENT: Department of Parks and Recreation

DONOR: Wildflower Preservation Foundation Inc.

DESCRIPTION (location, size and operational benefit):

This 4.82 acres of undeveloped land is situated in Los Angeles County represents an inholding within the State's existing Antelope Valley Poppy Reserve. Acceptance of this gift provides additional land to the Poppy reserve. Historically the gift parcel has never been developed and is in it's natural condition.

Circle yes or no: If "No" for any of the following, elaborate on separate page.

YES	NO	
(Y)	N	Property is adjacent to existing land owned by the Department.
(Y)	N	Acceptance of property will have minimal impact on the Department's operation and maintenance costs: any costs will be absorbed in the existing budget.
(Y)	N	Acceptance of the property would promote the mission of the Department.
(Y)	N	There are no indications or history of environmental hazards or contamination.
(Y)	N	There are no liens on the property and no lawsuits pending concerning the property; clear title is a condition of the gift acceptance.
(Y)	N	This property is a gift; no payment will be made for the property.
(Y)	N	There are no structures on the property.
(Y)	N	There are no tenants legal or illegally residing on the property.
(Y)	N	There are no provisions which will restrict the Department or the State from divesting title to the gift/donated property.
(Y)	N	This property has an estimated value of \$21,800.

The Department certifies that the requirements of the California Environmental Quality Act have been met. A Categorical Exemption under the California Environmental Quality Act will be filed by the Department of General Services' Environmental Services Office prior to the State's acceptance of the property.

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NOTICE OF EXEMPTION

TO: Office of Planning and Research
1400 - 10th Street Room 212
Sacramento, CA 95814

FROM: CA Department of General Services
Real Estate Services Division
707 Third Street, 6th floor
West Sacramento, CA 95605

PROJECT TITLE -

Antelope Valley California Poppy Reserve

PROJECT LOCATION - Specific:

Approximately 4.82 Acres off Lancaster Avenue
APN 3236-015-036, Los Angeles, Los Angeles County

Description Of Nature, Purpose, And Beneficiaries Of Project:

The proposed project consists of an acquisition of approximately 4.82 acres of land, which is located in an unincorporated area of the County of Los Angeles. The project will transfer the ownership of land to the California Department of Parks and Recreation to preserve habitat and existing natural conditions.

Name Of Public Agency Approving Project:

California Department of General Services

Name Of Person Or Agency Carrying Out Project:

California Department of General Services, Real Estate Services Division, Professional Services Branch,
Gerry Clark, Real Estate Officer, Acquisition & Project Coordination, Real Estate Services Section

EXEMPT STATUS:

- Ministerial (Sec. 21080(b)(1); 15268).
- Declared Emergency (Sec. 21080(b)(3); 15269(a).
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c).
- Categorical Exemption (Class 25, Section 15325)

Reason Why Project Is Exempt:

The project involves the acquisition of land and transfer of ownership which will preserve open space and habitat in existing conditions. Other than the road easement, the property is unimproved and vacant and would be an addition to an existing State Park. Land use of the project is consistent with current zoning: LC 25 - Land Conservation.

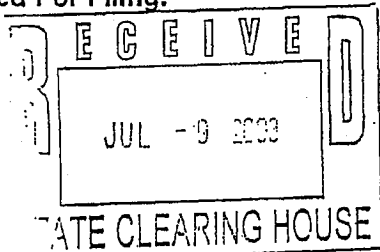
Contact Person:

David Wrightsman
California Department of Parks & Recreation

Area Code Telephone Number

(916) 445-9101

Date Received For Filing:



A handwritten signature in cursive script, appearing to read "Robert A. Sleppy".

Robert A. Sleppy, Chief, Environmental Services
Real Estate Services Division
California Department of General Services

72--5968



Office of Acquisition and Real Property Services
One Capitol Mall, Suite 500
Sacramento, California 95814
(916) 445-9101

SEP 16 2003

Karl Daly, Title Officer
Chicago Title Company
131 N. El Molino Ave, Suite 150
Pasadena, California 91101

Dear Mr. Daly:

Antelope Valley Poppy Reserve Gift Acceptance
Agency Parcel No. A44201 / Report No. 31005570-X14
TITLE AND RECORDATION INSTRUCTIONS

On August 15, 2003 the State's Public Works Board approved the acceptance of gift property, located in Los Angeles County. Because this is a gift no escrow is necessary, only recordation of the following documents and issuance of a policy of title insurance. We request have the following items recorded with the Los Angeles County Recorder's Office:

1. One original Gift Deed to the State of California from WILDFLOWER PRESERVATION FOUNDATION INC., A CALIFORNIA CORPORATION.
2. One original Certificate of Acceptance.

Please record and issue a CLTA standard policy of title insurance on the parcel in the amount of \$35,000. The policy shall insure fee title in the State of California, free and clear of all liens, encumbrances, and other defects of title except the following:

Exception and exclusion numbers 3 and 5, contained in Preliminary Report No. 31005570-X14, dated April 28, 2003.

The State will pay the title insurance premium and reconveyance fee, if any. Pursuant to the Revenue and Taxation Code Section 11922, documents recorded at our request are not subject to documentary transfer tax. The State is also exempt from paying recording fees, pursuant to the Government Code Sections 6103 and 27383. Therefore, neither documentary transfer taxes nor recording fees are to be paid in this transaction.

72 - - 5968

Property taxes for the fiscal year in which this escrow closes, if unpaid, shall be paid by Grantor prior to recording. Upon recording, taxes will be canceled. No taxes are payable covering any period of time thereafter.

The mailing address of the Grantor in this transaction is:

Wildflower Preservation Foundation Inc., A California Corporation
4512 West Avenue K-12
Lancaster, California 93536

Upon closing, the policy of title insurance is to be issued in an original and three copies. All copies of the title policy, along with your invoice in triplicate, with our parcel number noted thereon, are to be mailed directly to:

Department of Parks and Recreation
Office of Acquisition and Real Property Services
One Capitol Mall, Suite 500
Sacramento, California 95814
Attention: David L. Wrightsman

These escrow instructions may only be altered or modified upon written authorization from the undersigned. If you have any questions or need additional information, please call me at (916) 445-9101.

On the enclosed copy, please acknowledge receipt of these instructions by signing in the space provided and return the copy by mail to the above address. Thank you.

Sincerely,



David L. Wrightsman
Senior Land Agent

Enclosures

Receipt of this letter of escrow instructions, including the enclosed documents mentioned above, is hereby acknowledged by the undersigned representative of Chicago Title Company.

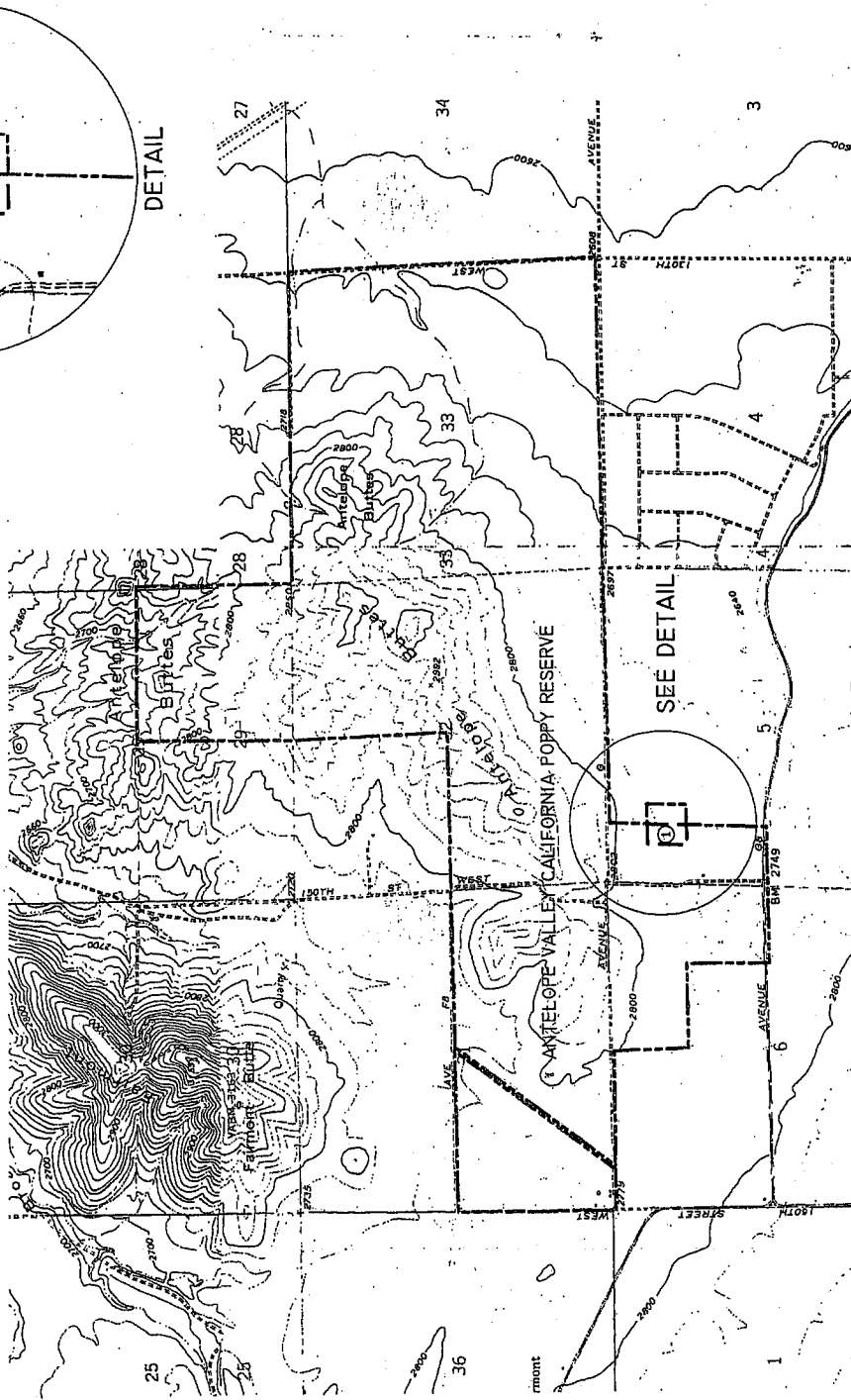
By _____

Date _____

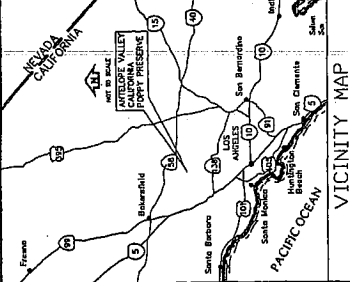
Title _____

72--5968

PORTION OF SECTION 5, T. 7 N., R. 14 W., S.B.M.
LOS ANGELES COUNTY



DETAIL



VICINITY MAP

DATE	06/20/04
DRAWN	D. AMBAGIS
CHECKED	D. WRIGHTSMAN
DATE	01/07
REVISIONS	NAME AND BAR SCALE.

RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
DATE 1/07

ANTELOPE VALLEY CALIFORNIA POPPY RESERVE
ACQUISITION PLAN
WILDFLOWER PRESERVATION FOUNDATION GIFT
APPROVED

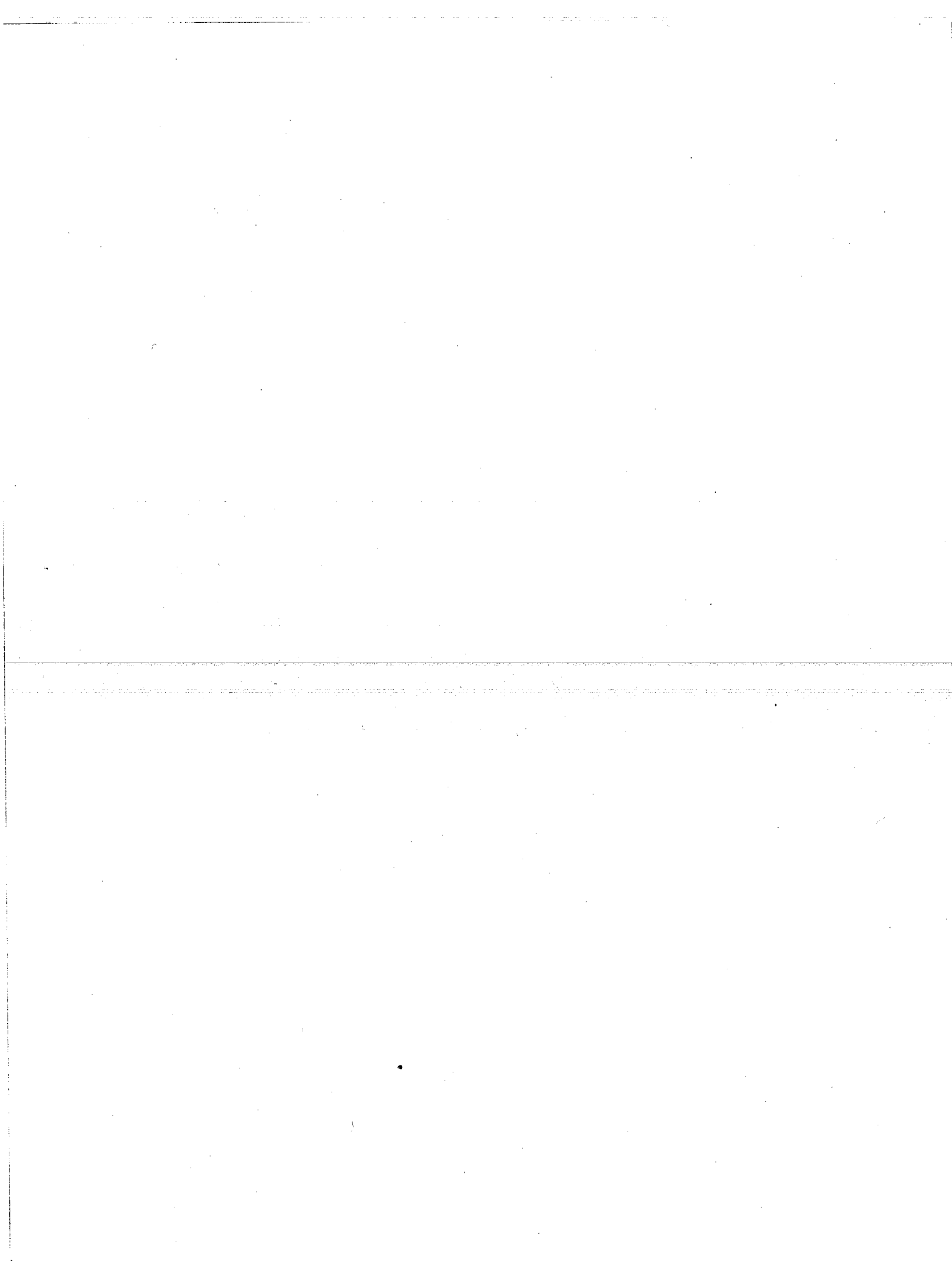
DRAWING NO. 294665
SHEET NO. 1 OF 1



LEGEND
 --- RESERVE BOUNDARY
 --- PROPOSED ACQUISITION BOUNDARY
 ① ACQUISITION PARCEL NUMBER

SCHEDULE OF ACQUISITION					
PARCEL NO.	GRANTOR	SECTION	TOWNSHIP	RANGE	ACRES
1	WILDFLOWER PRESERVATION FOUNDATION INC. A CALIFORNIA CORPORATION	5	7N	14W	4.8
2					
3					
4					
5					
6					
7					
8					
TOTAL					4.8

72-5968
PROJECT NO. A44200



3156

417.8-560
BK D7284 PG 315

DOCUMENT FILE

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
27 MIN. PAST 1 P.M. OCT 18 1976
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

139307-18

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Parks and Recreation

Project: Poppy Reserve

Parcel: 2893

FILE

CALIFORNIA MORTGAGE ASSOCIATES, LTD.

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

The Southwest quarter of the Southwest quarter of Section 32, Township 8
North, Range 14 West, San Bernardino Base and Meridian, in the County of
Los Angeles, State of California.

EXCEPT 25 percent of all crude oil, petroleum, gas, brea, asphaltum and
all kindred substances and other minerals under and in said land, but
without right of surface entry above 500 feet below the surface of said
land as reserved by Eric S. Munz and Rose J. Munz, husband and wife, in
deeds recorded March 14, 1967 in book D-3582 page 631, Official Records,
and March 14, 1967 in book D-3582 page 630, Official Records.

Affix IRS

Dated: AUG. 4, 1976

CALIFORNIA MORTGAGE ASSOCIATES, LTD.

By *Hub Swiggins Jr*

Subscribing Witness:

GRANTOR(S)

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

(Seal)

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

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On August 4,, 1976. before me, the undersigned, a Notary Public in and for the State of California, personally appeared John E. McWilliams 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

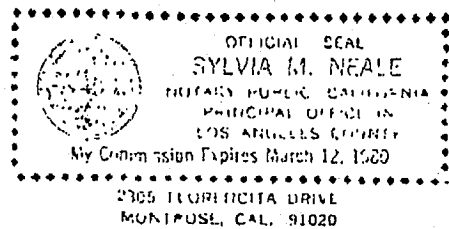
L. W. Dwiggin, Jr.

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.

Sylvia M. Neale (Seal)

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



TO 44, CA (3-75) Partnership

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On August 4, 1976

before me, the undersigned, a Notary Public in and for said State, personally appeared

L. W. Dwiggin, Jr.

to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature

Sylvia M. Neale

Name (Typed or Printed)



known to me

FILED

DOCUMENT FILE

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 2893, 2894 and 2862 through 2865 - 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 April 30, 1976, and designated as Exhibit "U" 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>
2893	8/5/76	8/4/76	California Mortgage Associates, Ltd.
2894	8/3/76	8/3/76	Donald J. Schmidt et ux
2862 through 2865	8/17/76	8/17/76	California State Parks Foundation

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 August 30, 1976.

WITNESS my hand this 30th day of August, 1976.


Assistant Administrative Secretary
State Public Works Board

Memorandum

DOCUMENT FILE

To : Office of the Director
Department of Parks and Recreation
1416 Ninth Street, 14th Floor
Attention Les McCargo, Chief
Management Office

Date : December 20, 1976

File No.:

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

Subject: TRANSFER OF JURISDICTION
Parks and Recreation
Poppy Reserve
Parcel 2893, DBP-379
Ch. 1521/74w

By resolution dated August 30, 1976, the State Public Works Board authorized the acquisition of subject parcel of real property required for the above-referenced project.

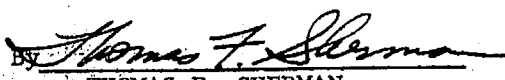
By this letter, the Department of General Services, acting pursuant to the Property Acquisition Law, formally transfers the parcel of said real property to the Department of Parks and Recreation as of this date.

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

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

Attached are three copies of this letter which we request be acknowledged. The original may be retained for your records. After acknowledgment, please return the three copies to this office.

DEPARTMENT OF GENERAL SERVICES


THOMAS F. SHERMAN
Supervising Land Agent

The Department of Parks and Recreation hereby acknowledges receipt of this letter and accepts jurisdiction over the property referred to herein.

By 
Herbert Rhodes, Director

Date JAN 6 - 1977



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;

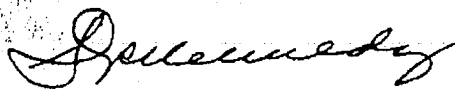
and in addition, as to an insured lender only:

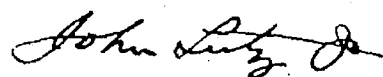
5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - a. usury, or
 - b. any consumer credit protection or truth in lending law;
6.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

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 incurred upon an insured in litigation carried on by

(Continued on inside back cover)

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 here to by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or no 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.

SCHEDULE A OP 139307-18 AS:jj

Total Fee for Title Search, Examination
and Title Insurance \$ 107.00

Amount of Insurance: \$ 36,000.00

Policy No. B 938091

Date of Policy: October 18, 1976 at 1:27 P.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 the 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.
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 for the fiscal year 1976-1977, a lien not yet payable.
2. An easement for ingress, egress and public utility purposes, over the East 20 feet and the South 30 feet of said land, for use in common with others, as reserved in the deed of trust recorded March 14, 1967 as Instrument No. 1075.

E9

- continued -

SCHEDULE B, continued

- EQ 3. An easement for ingress, egress and public utility purposes, to be used in common with others, over the Southerly 30 feet of said land as set forth in deed recorded March 14, 1967 as Instrument No. 1081, and in other instruments of record.
- EI 4. An easement for public street, road or highway purposes as provided in the deed recorded March 5, 1970 as Instrument No. 2281, over the Southerly 50 feet of said land.
- EI 5. An easement for public road and highways and incidental purposes in favor of The County of Los Angeles, recorded March 5, 1970 in book, D-4649 page 929, Official Records, over the Southerly 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 Southwest quarter of the Southwest quarter of Section 32, Township 8
North, Range 14 West, San Bernardino Base and Meridian.

EXCEPT 25 percent of all crude oil, petroleum, gas, brea, asphaltum and all
kindred substances and other minerals under and in said land, but without
right of surface entry above 500 feet below the surface of said land as reserved
by Eric S. Munz and Rose J. Munz, husband and wife, in deeds recorded March
14, 1967 in book D-3582 page 631, Official Records, and March 14, 1967 in
book D-3582 page 630, Official Records.

INDORSEMENT

Attached to Policy No. B 938091

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.

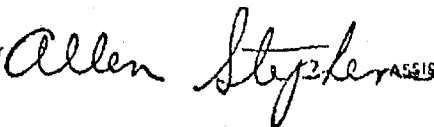
First American Title Insurance Company

BY



PRESIDENT

BY



ASSISTANT SECRETARY



INDORSEMENT

Attached to Policy No. B 938091

Issued by

First American Title Insurance Company

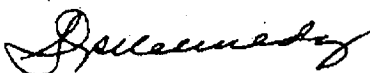
The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

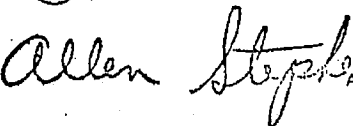
1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose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

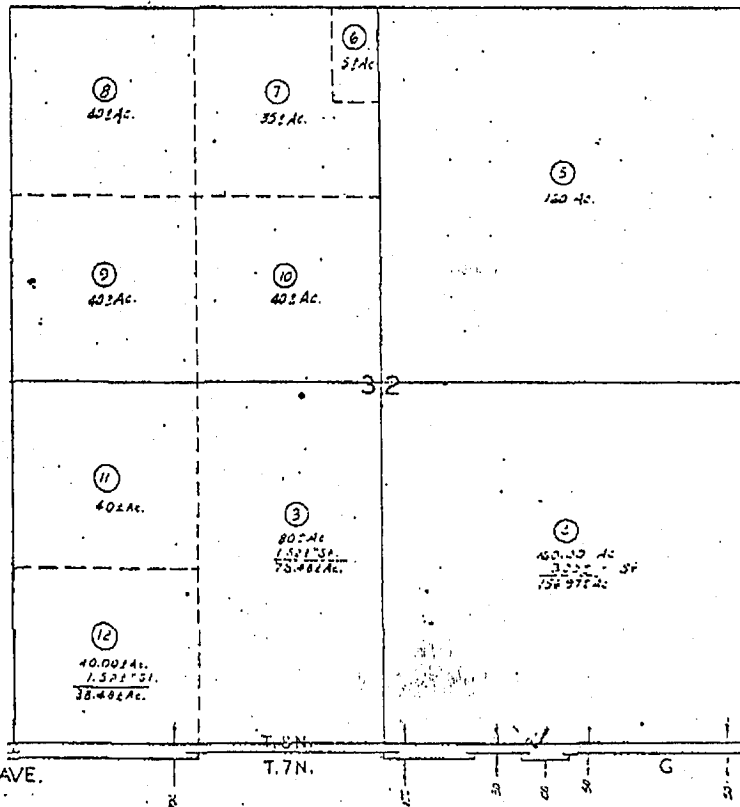
First American Title Insurance Company

BY  PRESIDENT

BY  ASSISTANT SECRETARY

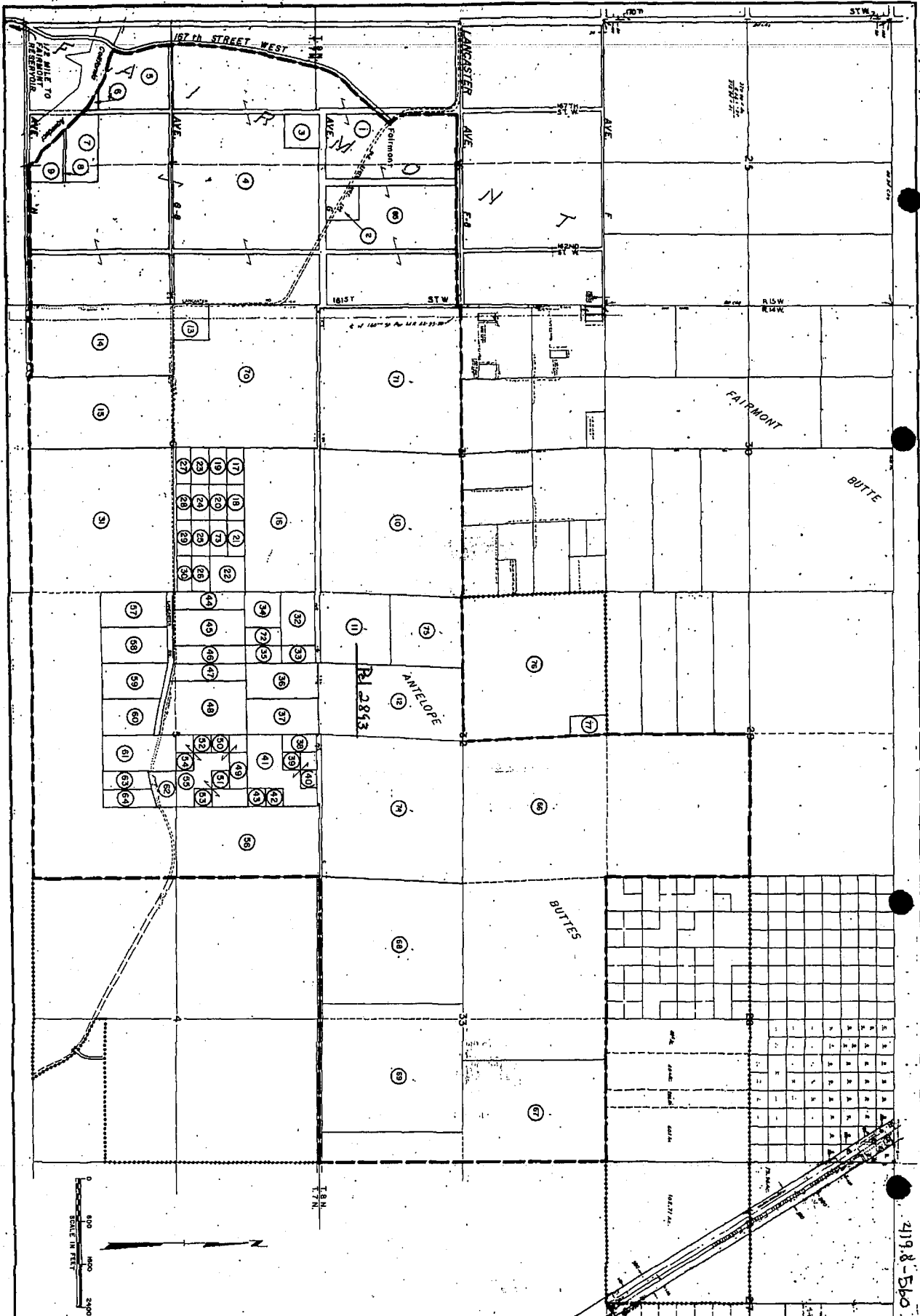


NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.



T. 8 N., R. 14 W.

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



2198-560

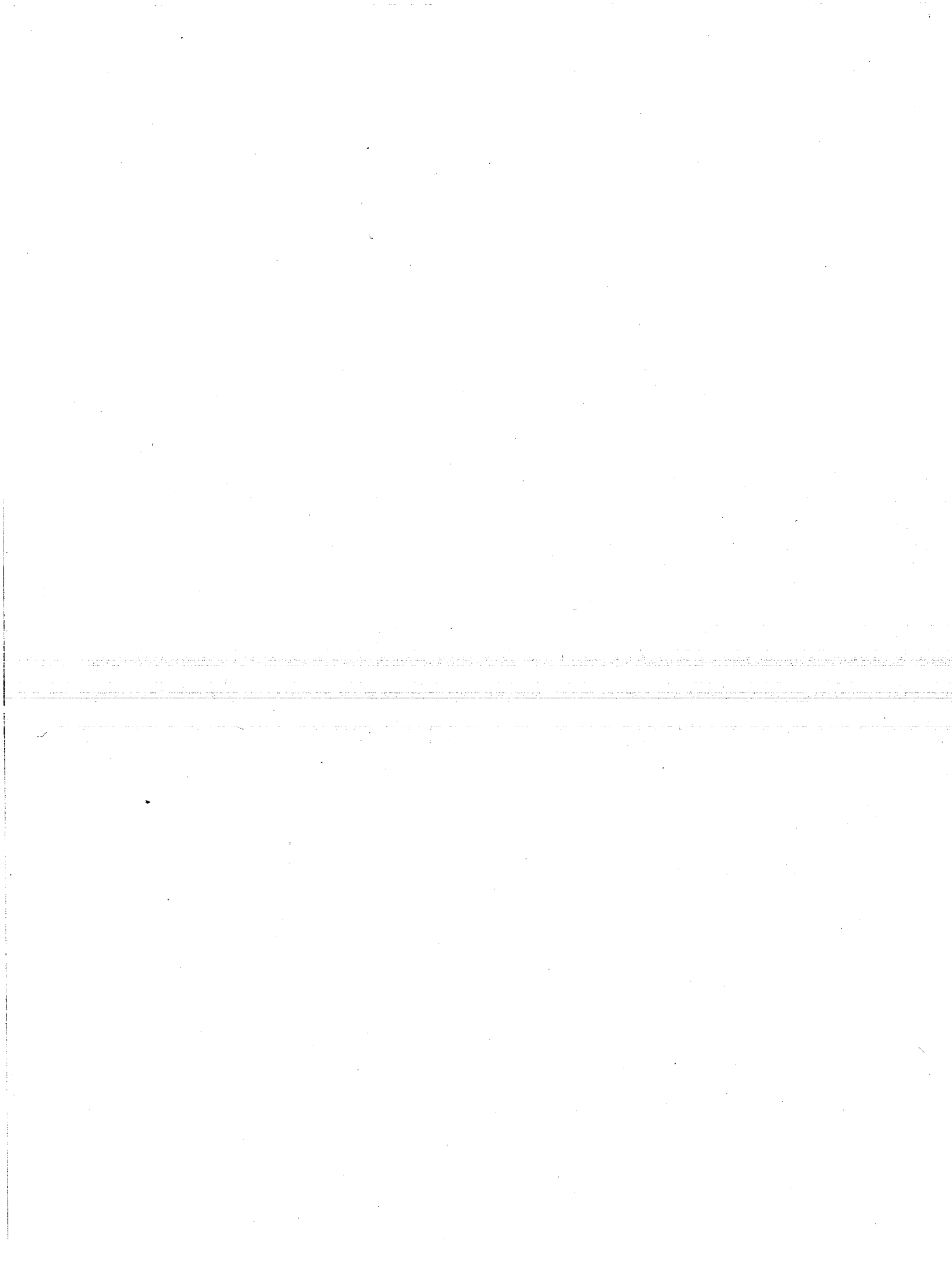
2
SHEET NO. 13971
DRAWING NO.

ANTELOPE VALLEY CALIFORNIA POPPY RESERVE
ACQUISITION PLAN

RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
APPROVED: [Signature] DATE: 1/1/77
DIRECTOR

REVISIONS	DATE	DESIGNED BY
1. REVISED ACQUISITION BOUNDARY	5-12-70	M. LAYTON
2. REVISED ACQUISITION BOUNDARY AND ADDED R.E. & PARCEL NO.	3-25-76	DRAWN
3. ADDED PARCEL NUMBERS 70 & 77	9-8-79	MARSH 1978
4. ADDED R.E. PCL. NO'S. 3249, 3250, 3252	1-3-77	CHECKED

CHECKED



3155

419.2-560
BK D7284 PG 312

DOCUMENT FILE

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

139505-18

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
27 MIN. PAST 1 P.M. OCT 18 1976
Recorder's Office

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Parks and Recreation
Project: Poppy Reserve, DBP-379
Parcel: 2894

TRF 31
3

DONALD J. SCHMIDT and NORMA E. SCHMIDT, 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:

See Exhibit "A" Attached

Affix IRS

Dated: 8-3-76

Donald J. Schmidt
DONALD J. SCHMIDT

Subscribing Witness:

A. Frank Cochran

Norma E. Schmidt
NORMA E. SCHMIDT

GRANTOR(S)

STATE OF CALIFORNIA }
COUNTY OF } ss.

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

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

WITNESS my hand and official seal.

(Seal).....

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

SUBSCRIBING WITNESS

STATE OF CALIFORNIA }
COUNTY OF Sacramento } ss.

On August 23, 1976 before me,
the undersigned, a Notary Public in and for the State of
California, personally appeared J. Frank Davidson,
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
Donald J. Schmidt and Norma E. Schmidt

.....
personally known to him to be the person^s described in
and whose name^s are subscribed to the within in-
strument, 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 (Seal)

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

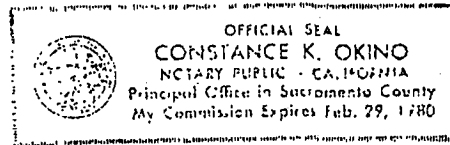


EXHIBIT "A"

Parcel 2894

PARCEL 1:

The East half of the Southwest quarter of Section 32, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

EXCEPTING a permanent and perpetual undivided one-half interest in fee in and to all oil, gas and other hydrocarbon substances and minerals in and under said land, or recoverable thereon or therefrom, as reserved in deed from Title Insurance and Trust Company, a corporation, as sole surviving Trustee under the Will of Phil Firth, deceased, recorded May 27, 1941 in book 18450 page 202, Official Records.

EXCEPTING 25 percent of all crude oil, petroleum, gas, brea, asphaltum and all kindred substances and other minerals under and in said land, without right of surface entry above 500 feet below the present surface of said land, as reserved of record.

PARCEL 2:

An easement for ingress, egress and public utility purposes to be used in common with others, over the Southerly 30 feet of the Southwest quarter of the Southwest quarter of Section 32, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, 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 2893, 2894 and 2862 through 2865 - 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 April 30, 1976, and designated as Exhibit "U" of the minutes of that date, and acquisition by condemnation is not necessary.

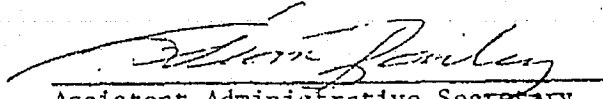
<u>Parcel Number</u>	<u>Date of Agreement</u>	<u>Date of Conveyance</u>	<u>Grantor</u>
2893	8/5/76	8/4/76	California Mortgage Associates, Ltd.
2894	8/3/76	8/3/76	Donald J. Schmidt et ux
2862 through 2865	8/17/76	8/17/76	California State Parks Foundation

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 August 30, 1976.

WITNESS my hand this 30th day of August, 1976.


Assistant Administrative Secretary
State Public Works Board

Memorandum

DOCUMENT FILE

To : Office of the Director
Department of Parks and Recreation
1416 Ninth Street, 14th Floor
Attention Les McCargo, Chief
Management Office

Date : December 28, 1976

File No.:

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

Subject: TRANSFER OF JURISDICTION
Department of Parks and Recreation
Poppy Preserve
Parcel 2894, DBP-379
1521/74(w)

By resolution dated August 30, 1976, the State Public Works Board authorized the acquisition of subject parcel of real property required for the above-referenced project.

By this letter, the Department of General Services, acting pursuant to the Property Acquisition Law, formally transfers the parcel of said real property to the Department of Parks and Recreation as of this date.

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

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

Attached are three copies of this letter which we request be acknowledged. The original may be retained for your records. After acknowledgment, please return the three copies to this office.

DEPARTMENT OF GENERAL SERVICES

By 

THOMAS F. SHERMAN
Supervising Land Agent

The Department of Parks and Recreation hereby acknowledges receipt of this letter and accepts jurisdiction over the property referred to herein.

By 

Herbert Rhodes, Director

Date FEB 2 - 1977

AC-122

FIRST AMERICAN

DOCUMENT FILE

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

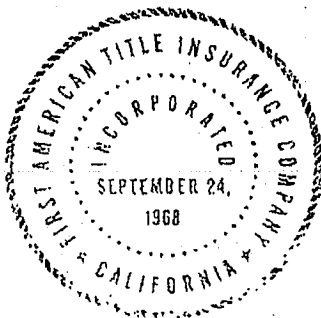
SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule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

A handwritten signature in cursive script, likely belonging to the President of the company.

PRESIDENT

ATTEST

A handwritten signature in cursive script, likely belonging to the Secretary of the company.

SECRETARY

B 938059

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)

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, or 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 issues this policy.

OP 139305-18-CS

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$ 174.44

Amount of Insurance: \$ 64,000.00 Policy No. B 938059

Date of Policy: October 18, 1976 at 1:27 P.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:

PARCEL 1 as to a fee.

PARCEL 2 as to an easement.

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 the 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.
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 for the fiscal year 1976-1977, a lien not yet payable.
2. An easement for public street, road or highway purposes as provided in the deed recorded July 28, 1971 as Instrument No. 3863, over the Southerly 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:

PARCEL 1:

The East half of the Southwest quarter of Section 32, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

EXCEPTING a permanent and perpetual undivided one-half interest in fee in and to all oil, gas and other hydrocarbon substances and minerals in and under said land, or recoverable thereon or therefrom, as reserved in deed from Title Insurance and Trust Company, a corporation, as sole surviving Trustee under the Will of Phil Firth, deceased, recorded May 27, 1941 in book 18450 page 202, Official Records.

EXCEPTING 25 percent of all crude oil, petroleum, gas brea, asphaltum and all kindred substances and other minerals under and in said land, without right of surface entry above 500 feet below the present surface of said land, as reserved of record.

PARCEL 2:

An easement for ingress, egress and public utility purposes to be used in common with others, over the Southerly 30 feet of the Southwest quarter of the Southwest quarter of Section 32, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

INDORSEMENT

Attached to Policy No.

B 938059

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 *[Signature]* PRESIDENT

BY *[Signature]* ASSISTANT SECRETARY



INDORSEMENT

Attached to Policy No. B 938059

Issued by:

First American Title Insurance Company

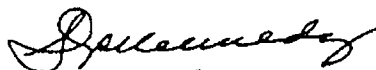
The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

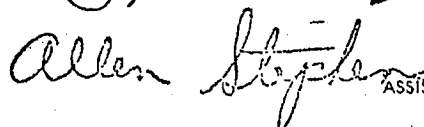
1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose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

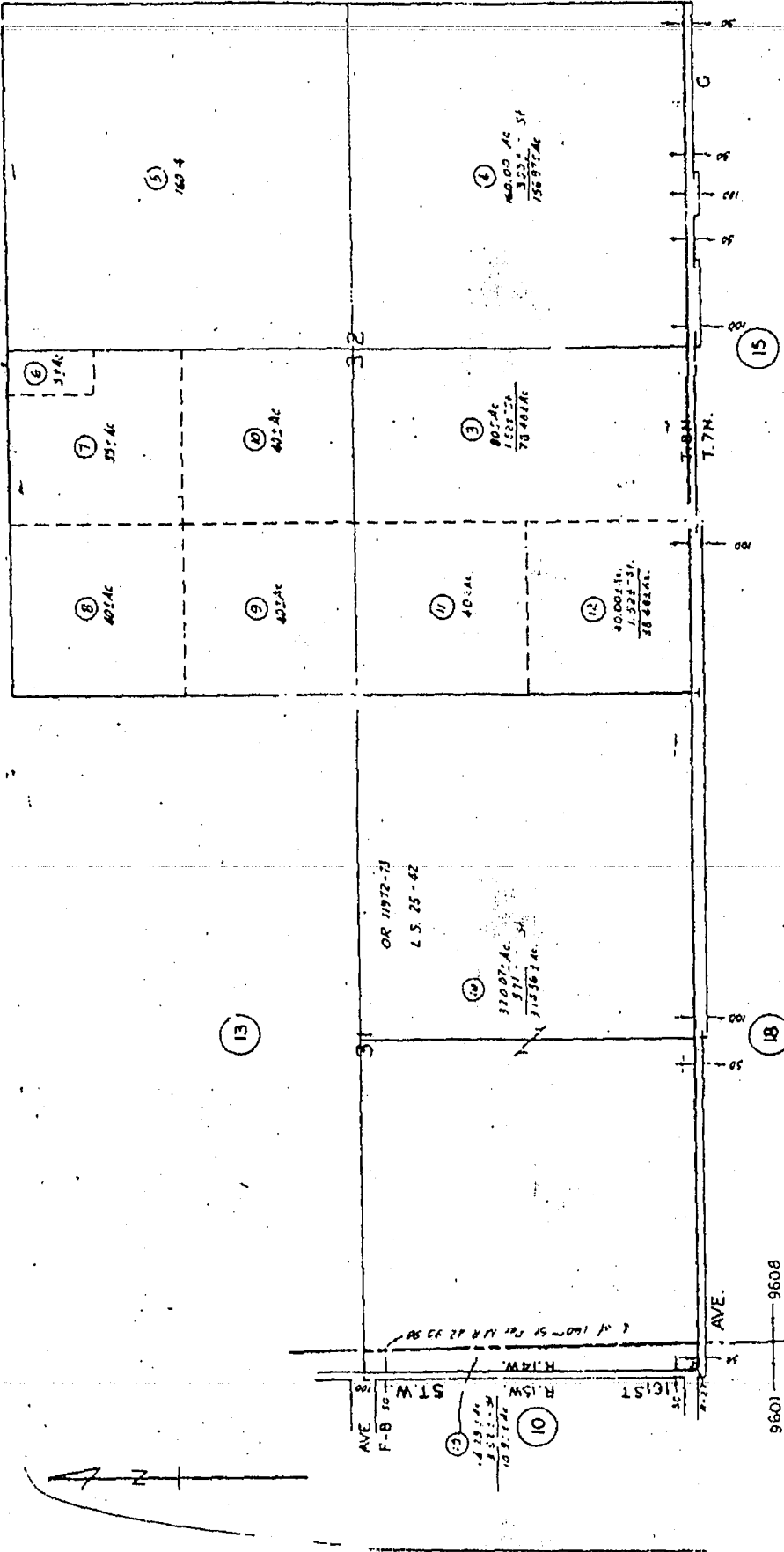
BY  PRESIDENT

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.

BK 3266

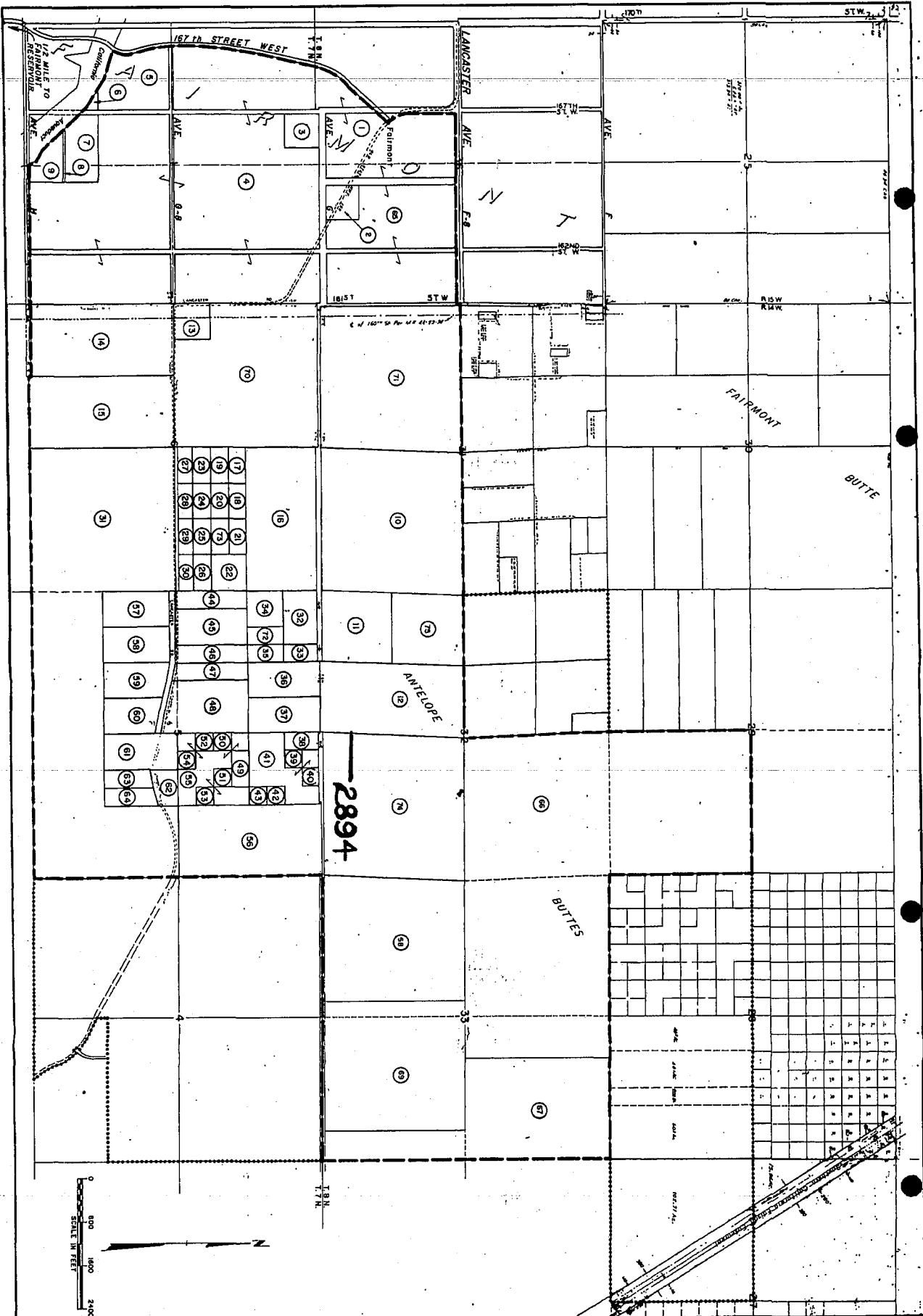


T. 8 N., R. 14 W.

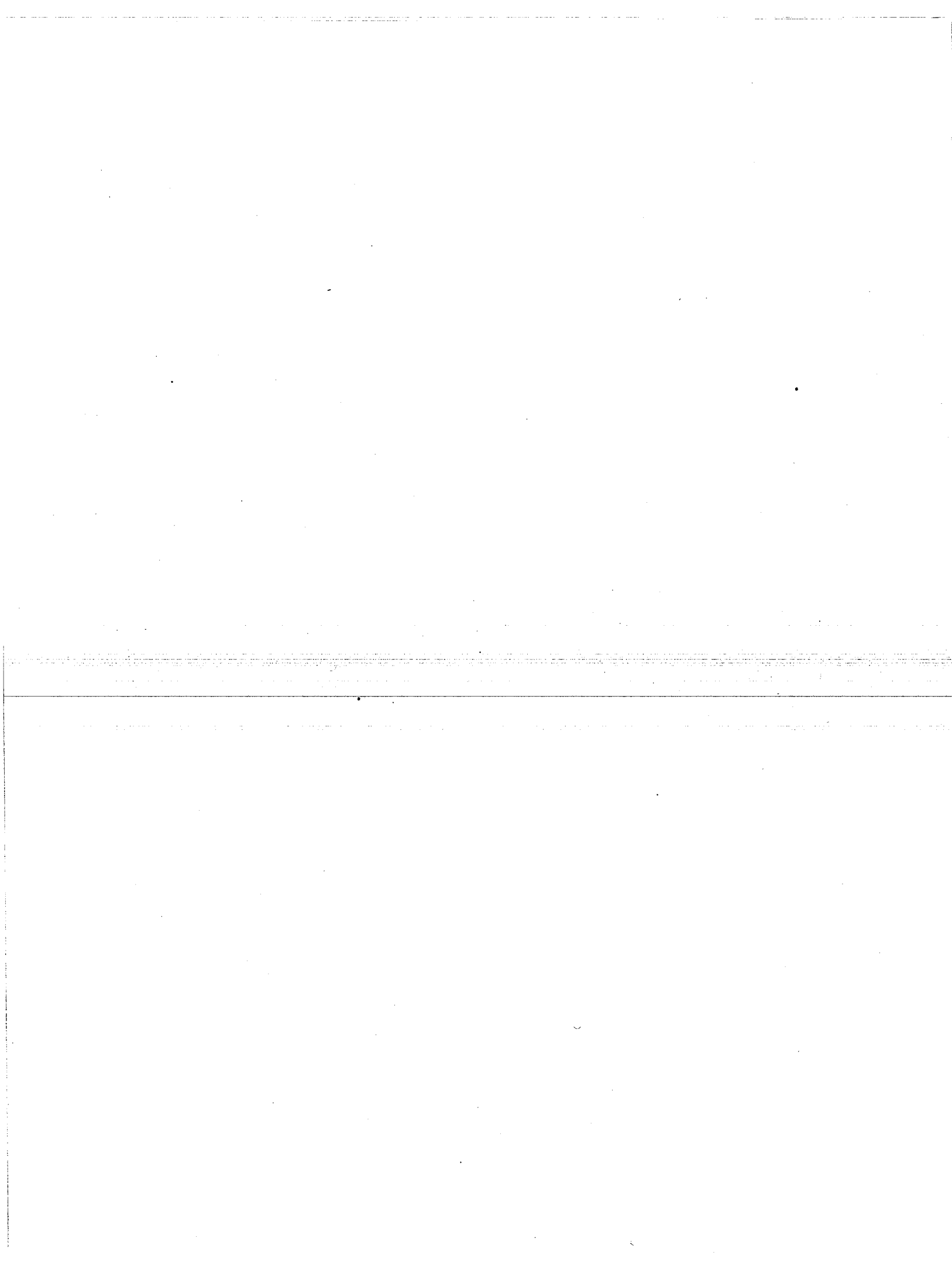
CODE
9608
9601

NO. 1105 FOR PREY. ASSMT SEE: 237-18

First American Title Insurance Company



SHEET NO. 289	DRAWING NO. 13971	ANTELOPE BUTTES POPPY RESERVE ACQUISITION PLAN	RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION APPROVED: <i>[Signature]</i> DIRECTOR DATE: <i>1/1/78</i>	REVISIONS 1. REVISED ACQUISITION BOUNDARY 2. REVISED ACQUISITION BOUNDARY AND ADDED A.E.S. PARCEL NO.	DATE 3-12-78 3-25-78	DESIGNED M. LAYTON DRAWN Marsh 1978 CHECKED



419.8-560 DOCUMENT FILE

4392

RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CA
21 MIN. PAST 4 P.M. OCT 26 1976
Recorder's Office

BR 07294067556

WHEN RECORDED MAIL TO
FIRST AMERICAN TITLE COMPANY OF LOS ANGELES

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

FREE 5T

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

Agency: Parks and Recreation
Project: Poppy Reserve
Parcel: 2862, 2863, 2864, and 2865

CALIFORNIA STATE PARKS FOUNDATION, a California nonprofit corporation,
a corporation organized under the laws of the state of California
hereby GRANTS to THE STATE OF CALIFORNIA, the following described real property
in the County of Los Angeles, State of California:

See Exhibit "A" Attached

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed
hereto and this instrument to be executed by its..... President and.....
Assistant Secretary thereunto duly authorized.

Dated: August 17, 1976

CALIFORNIA STATE PARKS FOUNDATION
By: *[Signature]*
President

By: *[Signature]*
Assistant Secretary

Affix IRS

STATE OF CALIFORNIA

COUNTY OF Alameda

} SS.

On August 17, 1976 before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIAM PENN. MOTT, JR., known to me to be the President, and ROBERT HOWARD, known to me to be Assistant Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(Seal)

Signature

Toini Laine

Toini Laine

Name (Typed or Printed)

Notary Public in and for said County and State

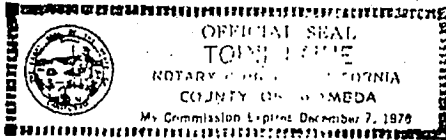


EXHIBIT "A"

Parcel 2862

The West 144 acres of the Southwest quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

EXCEPT that portion, if any included within the East 16 acres of said Southwest quarter.

Parcel 2863

PARCEL 1:

The East 16 acres of the Southwest one-quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

PARCEL 2:

The West 128 acres of the Southeast one-quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

Parcel 2864

PARCEL 1:

The Southeast one-quarter (SE 1/4) of Section 33, Township 8, North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

EXCEPT the West 128 acres thereof.

PARCEL 2:

The East one hundred twelve acres of the Northeast one-quarter (NE 1/4) of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

Parcel 2865

PARCEL 1:

The Northeast one-quarter of Section 32, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

EXCEPT an undivided one-half interest in all the oil, gas and other hydrocarbon substances in or under said land, as reserved in deeds recorded June 15, 1944 as Instrument No. 718 and March 16, 1946 as Instrument No. 1370.

PARCEL 2:

That part West of the West line of the East 112 acres of the North one-half of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

PARCEL 3:

The Southeast quarter of Section 29, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California,

EXCEPT one-half interest in all oil and mineral rights, as reserved in the deed from Dorothy Hales, filed for record March 28, 1944.

A survey of said land was filed July 15, 1921 in book 11 page 29 of Records of Survey.

DOCUMENT FILE

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 2893, 2894 and 2862 through 2865 - 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 April 30, 1976, and designated as Exhibit "U" of the minutes of that date, and acquisition by condemnation is not necessary.

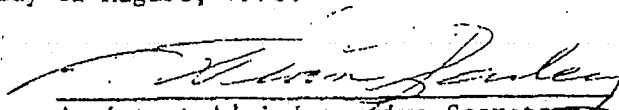
<u>Parcel Number</u>	<u>Date of Agreement</u>	<u>Date of Conveyance</u>	<u>Grantor</u>
2893	8/5/76	8/4/76	California Mortgage Associates, Ltd.
2894	8/3/76	8/3/76	Donald J. Schmidt et ux
2862 through 2865	8/17/76	8/17/76	California State Parks Foundation

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 August 30, 1976.

WITNESS my hand this 30th day of August, 1976.


Assistant Administrative Secretary
State Public Works Board

**Memorandum**

To : Office of the Director
Department of Parks and Recreation
1416 Ninth Street, 14th Floor
Attention Les McCargo, Chief
Management Office

Date : December 27, 1976

File No.:

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

Subject: TRANSFER OF JURISDICTION
Parks and Recreation
Poppy Reserve
Parcels 2862, 2863, 2864 and 2865
DBP-379
1521/74(w)

By resolution dated August 8, 1976, the State Public Works Board authorized the acquisition of subject parcels of real property required for the above-referenced project.

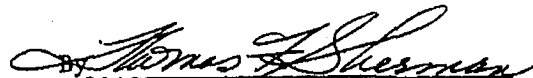
By this letter, the Department of General Services, acting pursuant to the Property Acquisition Law, formally transfers the parcels of said real property to the Department of Parks and Recreation as of this date.

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. The original may be retained for your records. After acknowledgment, please return the three copies to this office.

DEPARTMENT OF GENERAL SERVICES


THOMAS F. SHERMAN
Supervising Land Agent

The Department of Parks and Recreation hereby acknowledges receipt of this letter and accepts jurisdiction over the property referred to herein.

BY 
Herbert Rhodes, Director

Date JAN 21 1977

AC-122



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, attorney's 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

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)

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$ 943.00

Amount of Insurance: \$ 470,400.00

Policy No. B 963256

Date of Policy: October 26, 1976 at 4:21 P.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 the 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.
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 for the fiscal year 1976-1977, a lien not yet payable.**
2. **A right of way for a transmission line granted Kern River Company, December 28, 1904 under the provisions of an Act of Congress approved February 15, 1901.**
Affects Parcel No. 2862.
3. **A right of way of lawful width for any and all county roads theretofore lawfully established and then in public use across said land as reserved by Southern Pacific Railroad Company, in deed dated March 6, 1912, recorded in book 4941 page 126, of Deeds.**
Affects Parcel No. 2862.

SCHEDULE B, continued

- E1
4. An easement for public street, road or highway purposes as provided in the deed recorded March 17, 1972 as Instrument No. 4370, over the Southerly 50 feet of the West 144 acres of the Southwest quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Meridian.
- To be known as Avenue G.
- Affects Parcel No. 2862.
- E1
5. A right of way for a transmission line granted Kern River Company December 28, 1904 under the provision of an Act of Congress approved February 15, 1901.
- Affects Parcel No. 2863.
- E12
6. A right of way of lawful width for any and all county roads theretofore lawfully established and then in public use across said land as reserved by Southern Pacific Railroad Company in deed dated March 6, 1912, recorded in book 4941 page 126 of Deeds.
- Affects Parcel No. 2863.
- E1
7. An easement for public street, road or highway purposes as provided in the deed recorded January 6, 1972 as Instrument No. 2932, over the Southerly 50 feet of said Southwest quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Meridian, excepting therefrom that portion thereof which lies within the West 144 acres of said Southwest quarter, to be known as Avenue "G" and the Southerly 50 feet of the West 128 acres of the Southeast quarter of above mentioned section, to be known as Avenue "G".
- Affects Parcel No. 2863.
- E11
8. A right of way for a power line granted to Kern River Company December 28, 1904 under the provisions of an Act of Congress approved February 15, 1901 (31 Stat., 790).
- Affects Parcel No. 2864.
- E12
9. A right of way for County Road over said land as reserved by Southern Pacific Railroad Co., in deed recorded in book 4941 page 126 of Deeds.
- Affects Parcel No. 2864.
- E1
10. An easement for public street, road or highway purposes as provided in the deed recorded March 5, 1970 as Instrument No. 2279, over the Southerly 50 feet of Parcel No. 1.
- Affects Parcel No. 2864.

SCHEDULE B, continued

- E10
11. An easement over all of said land for public utilities and incidental purposes as provided in the deed recorded in book 1758 page 316, of Deeds.

Affects Parcel No. 2865.

- E11
12. A right of way for a transmission line, granted Kern River Company, December 28, 1904 under the provisions of an Act of Congress approved February 15, 1901.

Affects Parcel No. 2 of Parcel No. 2865.

- E12
13. A right of way of lawful width for any and all county roads theretofore lawfully established and then in public use across said land as reserved by Southern Pacific Railroad Company, in deed dated March 6, 1912, recorded in book 4941 page 126, of Deeds.

Affects Parcel No. 2 of Parcel No. 2865.

- E13
14. A reservation contained in the patent from the United State of America, dated January 29, 1920, recorded in book 17 page 98 of Patents, as follows:

"There is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the Authority of the United States."

Affects Parcel No. 3 of Parcel No. 2865.

- E12
15. A right of way of lawful width for all existing and established county roads, as recited in deed from Southern Pacific Railroad Company, et al., dated March 6, 1912, recorded in book 4941 page 126 of Deeds, and in deed from Southern Pacific Land Company, dated February 17, 1931, recorded in book 10753 page 252, Official Records.

Affects Parcel No. 3 of Parcel No. 2865.

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:

PARCEL 2862

✓ The West 144 acres of the Southwest quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

EXCEPT that portion, if any included within the East 16 acres of said Southwest quarter.

PARCEL 2863

Parcel 1:

✓ The East 16 acres of the Southwest one-quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

Parcel 2:

The West 128 acres of the Southeast one-quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

PARCEL 2864

Parcel 1:

The Southeast one-quarter (SE 1/4) of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

EXCEPT the West 128 acres thereof.

Parcel 2:

The East one hundred twelve acres of the Northeast one-quarter (NE 1/4) of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

PARCEL 2865

Parcel 1:

The Northeast one-quarter of Section 32, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

EXCEPT an undivided one-half interest in all the oil, gas and other hydrocarbon substances in or under said land, as reserved in deed recorded June 15, 1944 as Instrument No. 718 and March 16, 1946 as Instrument No. 1370.

SCHEDULE C, continued

Parcel 2:

That part West of the West line of the East 112 acres of the North one-half of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

Parcel 3:

The Southeast quarter of Section 29, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

EXCEPT one-half interest in all oil and mineral rights, as reserved in the deed from Dorothy Hales, filed for record March 28, 1944.

A survey of said land was filed July 15, 1921 in book 11 page 29 of Records of Survey.

INDORSEMENT

Attached to Policy No. B-963256

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



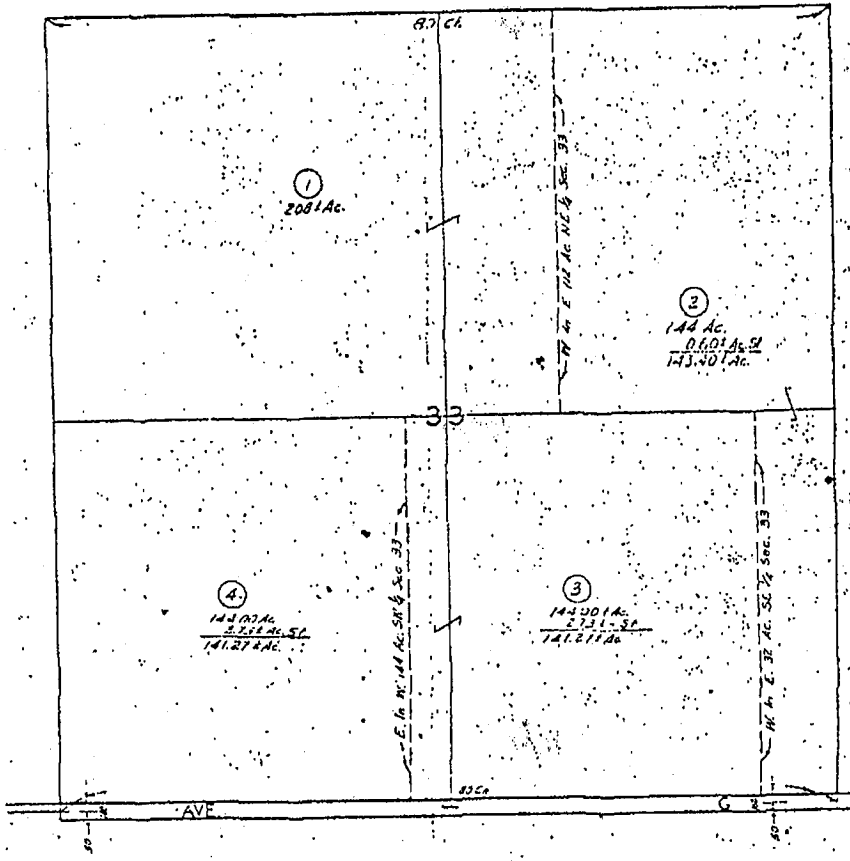
PRESIDENT

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.



T. 8 N., R. 14 W.

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

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.

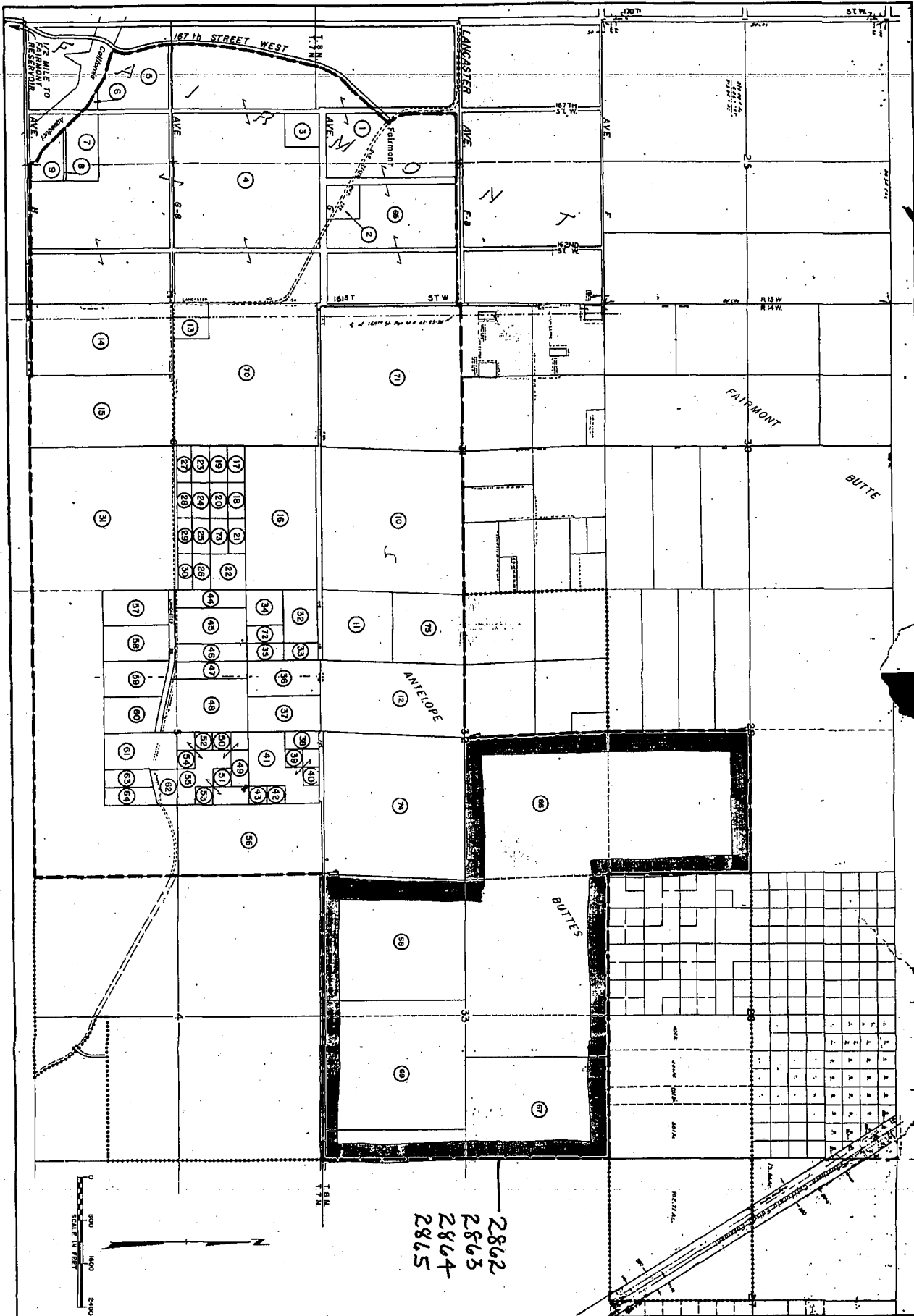
POLICY OF TITLE INSURANCE

FIRST AMERICAN



First American Title Insurance Company

HOME OFFICE: SANTA ANA CALIFORNIA



SHEET NO. 28
 DRAWING NO. 13971

ANTELOPE BUTTES POPPY RESERVE
ACQUISITION PLAN

RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION
 APPROVED: *[Signature]* DATE: 1/4/78
 DIRECTOR

REVISIONS	DATE
1. REVISED ACQUISITION BOUNDARY	3-12-76
2. REVISED ACQUISITION BOUNDARY AND ADDED R.E. & PARCEL NO.	3-25-76

DESIGNED BY: M. L. HARRIS
 CHECKED: MARCH 1976
 DRAWN: [Blank]
 CHECKED: [Blank]