

78-1228469

DOCUMENT FILE 1
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

139.379-18

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
NOV 3 1978 AT 8 A.M.
Recorder's Office

FREE N

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Parks and Recreation
Project: Poppy Preserve DBP-379
Parcel: 2918

LINDA LUDWIN, a widow and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

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

The Southerly 325.38 feet of the Northerly 650.76 feet of Parcel 3 of Parcel Map No. 4267, in the County of Los Angeles, State of California, as shown upon a Parcel Map filed in book 7 page 81 of Parcel Maps of said county.

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

72 3872

Affix IRS

Dated: June 22, 1978

Subscribing Witness:

Linda Ludwin

LINDA LUDWIN
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

by *[Signature]*
by *[Signature]*

GRANTOR(S)

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On June 22, 1978, 19 before me,
the undersigned, a Notary Public in and for the State of
California, personally appeared

Linda Ludwin

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

WITNESS my hand and official seal.

(Seal) *Joyce A. Green*

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



SUBSCRIBING WITNESS

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 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

personally known to him to be the person described in
and whose name 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.

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

32-1057-100

RECEIVED

OCT 23 1978

78-1228469

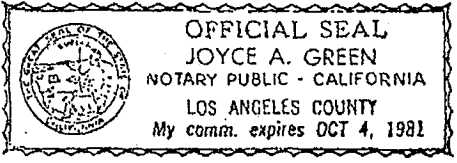
2

Real Estate
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) , SS

ON THIS 17 day of October 19 78, before me Joyce A. Green, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared Shirley A. Bess, known to me to be the ~~XXXXXXXXXX~~ Trust Officer and C. T. Davis, Jr., known to me to be the ~~XXXXXXXXXX~~ Trust Officer of the BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, the association that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the association therein named, and acknowledged to me that such association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Joyce A. Green
Notary Public in and for said County and State



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.


Assistant Administrative Secretary
State Public Works Board

78-1228469

Memorandum

Date : June 28, 1979

File No. : DBP-379

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

Attention Jack Harrison, Chief
Acquisitions Division

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

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

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

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

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

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

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

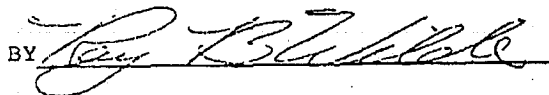
DEPARTMENT OF GENERAL SERVICES



THOMAS F. SHERMAN
Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

DEPARTMENT OF PARKS AND RECREATION

BY 

DATE 7/3/79



POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

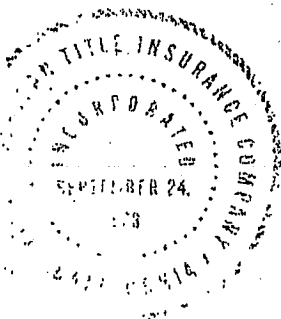
SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule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

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

and in addition, as to an insured lender only:

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

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



First American Title Insurance Company

BY

PRESIDENT

ATTEST

SECRETARY

72 3872

JP 139379-18 Sndg. Full Assp

SCHEDULE A

Total Fee for Title, Examination
and Title Insurance \$25.00

Amount of Insurance: \$9,000.00

Policy No. FC 1-331754

Date of Policy: November 5, 1978 at 3:00 A.M.

1. Name of Insured:

THE STATE OF CALIFORNIA.

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

THE STATE OF CALIFORNIA.

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

A fee.

SCHEDULE B

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

Part One:

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

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

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

DU 15. 1975-18

SCHEDULE B

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

Part Two:

1. SUPPLEMENTAL TAXES, IF ANY, FOR THE FISCAL YEAR 1978-1979, A LIEN, THE AMOUNTS OF WHICH HAVE NOT YET BEEN DISCLOSED, BUT WHICH WILL BE DELINQUENT AFTER APRIL 10, 1979.
- 1a. General and special county taxes for the fiscal year 1978-1979, in the amount of \$71.72.
2. An easement for pole lines and incidental purposes, in favor of Southern California Edison Company, Ltd., a corporation, recorded October 17, 1948 in book 23883 page 16, Official Records, over all of said land.
3. An easement for road purposes over the Northerly 32 feet and over the Westerly 32 feet of Parcel B, in the County of Los Angeles, State of California, as shown on a parcel map filed in book 7 page 91 of Parcel Maps, in the office of the county recorder of said county, as disclosed in the deed of trust recorded June 30, 1968 in book 15564 page 373, Official Records.

21
E14

E5

SCHEDULE C

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

The Southerly 325.58 feet of the Northerly 650.75 feet of 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 therefrom all minerals below a depth of 500 feet without however, the right to drill or mine through the surface thereof, as reserved in deed recorded November 3, 1978 as instrument No. 78-1228469.

INDORSEMENT

Attached to Policy No. TOR 1-331764

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:

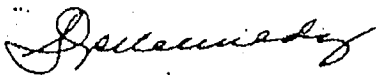
1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose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

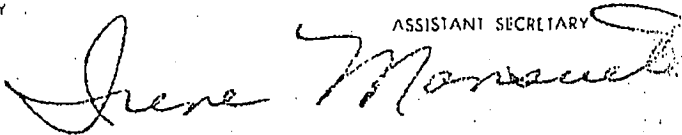
First American Title Insurance Company

BY



PRESIDENT

BY

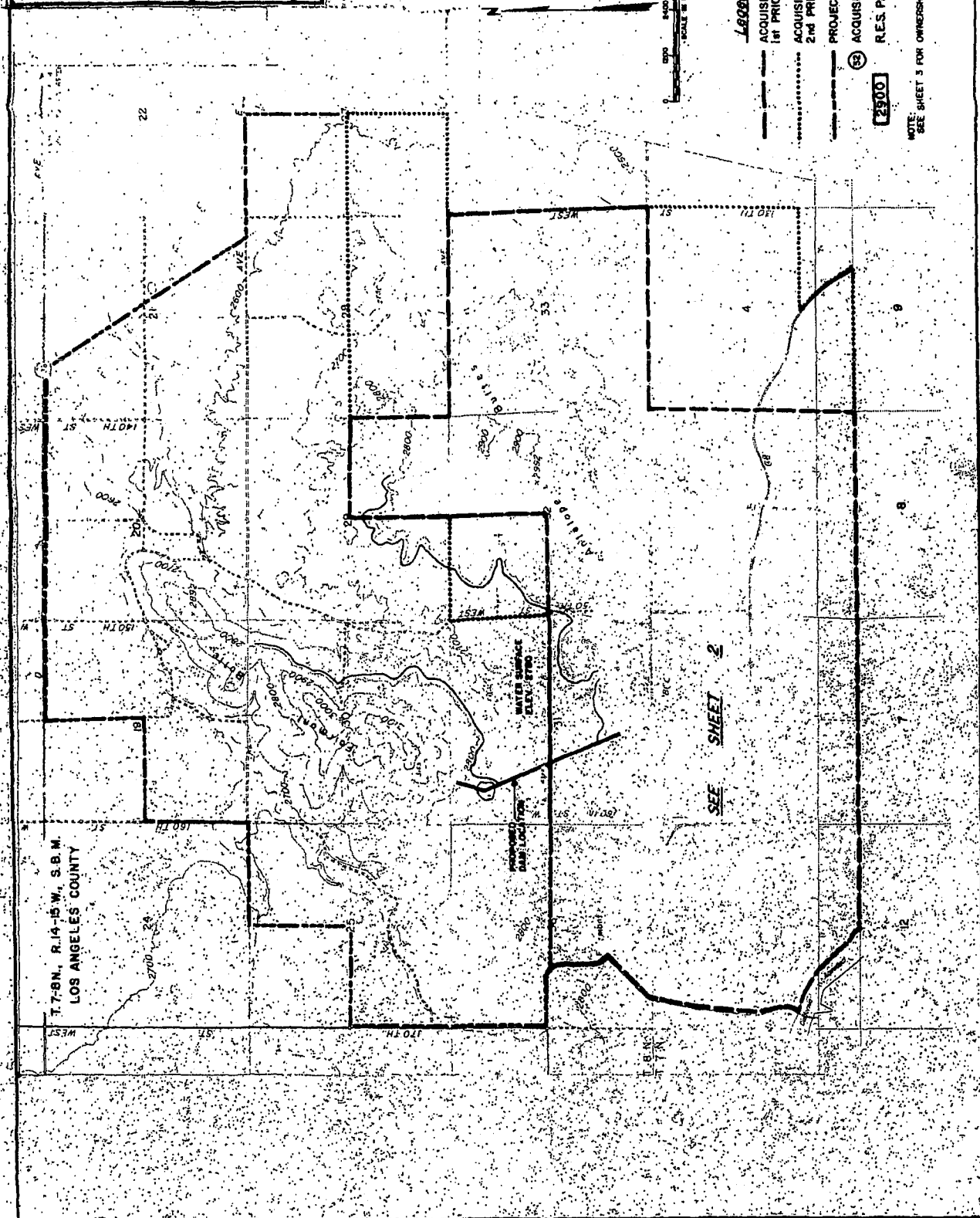


ASSISTANT SECRETARY

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.

REVISION	DATE	DESCRIPTION
1	11-11-78	REVISED ACQUISITION BOUNDARY AND PROJECT BOUNDARY
2	8-23-78	ADDED A.C.P. PARCEL NUMBER
3	8-9-78	ADDED A.C.P. PARCEL NUMBER TO 27
4	1-8-77	ADDED A.C.P. PARCEL NUMBER, REVISED SCHEDULE

VICINITY MAP



SEE SHEET 2

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

NOTE: SEE SHEET 3 FOR OWNERSHIP SCHEDULE

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

DOCUMENT NO.

13971

Sheet No. 13971

ANTELOPE VALLEY CALIFORNIA POPPY RESERVE ACQUISITION PLAN

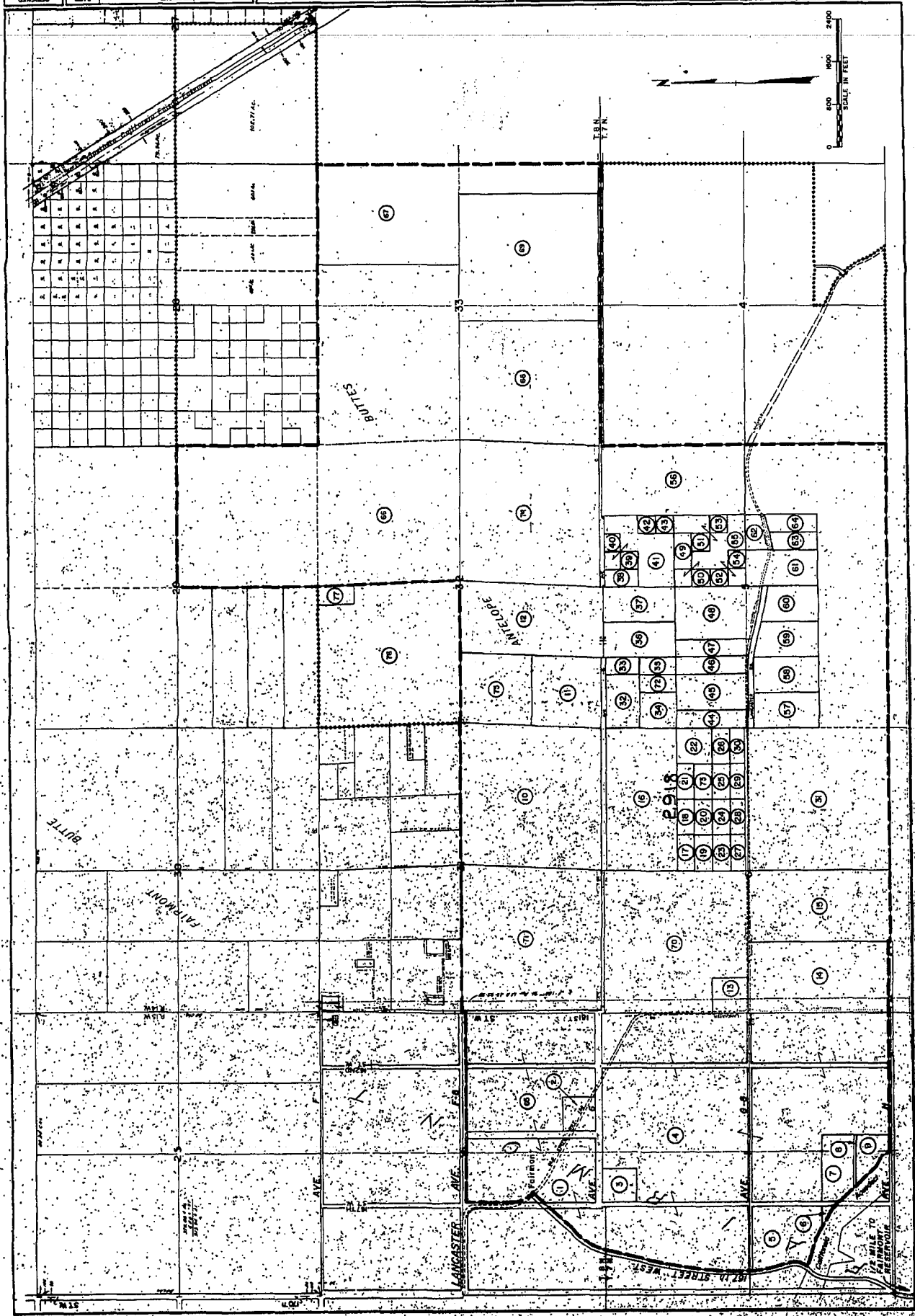
RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
APPROVED: [Signature]
DIRECTOR
DATE: 1-17-74

1. REVISED ACQUISITION BOUNDARY AND
2. REVISED ACQUISITION BOUNDARY AND
3. ADDED ACQUISITION BOUNDARY AND
4. ADDED ACQUISITION BOUNDARY AND

DESIGNED BY: [Signature]
DATE: 1-13-73

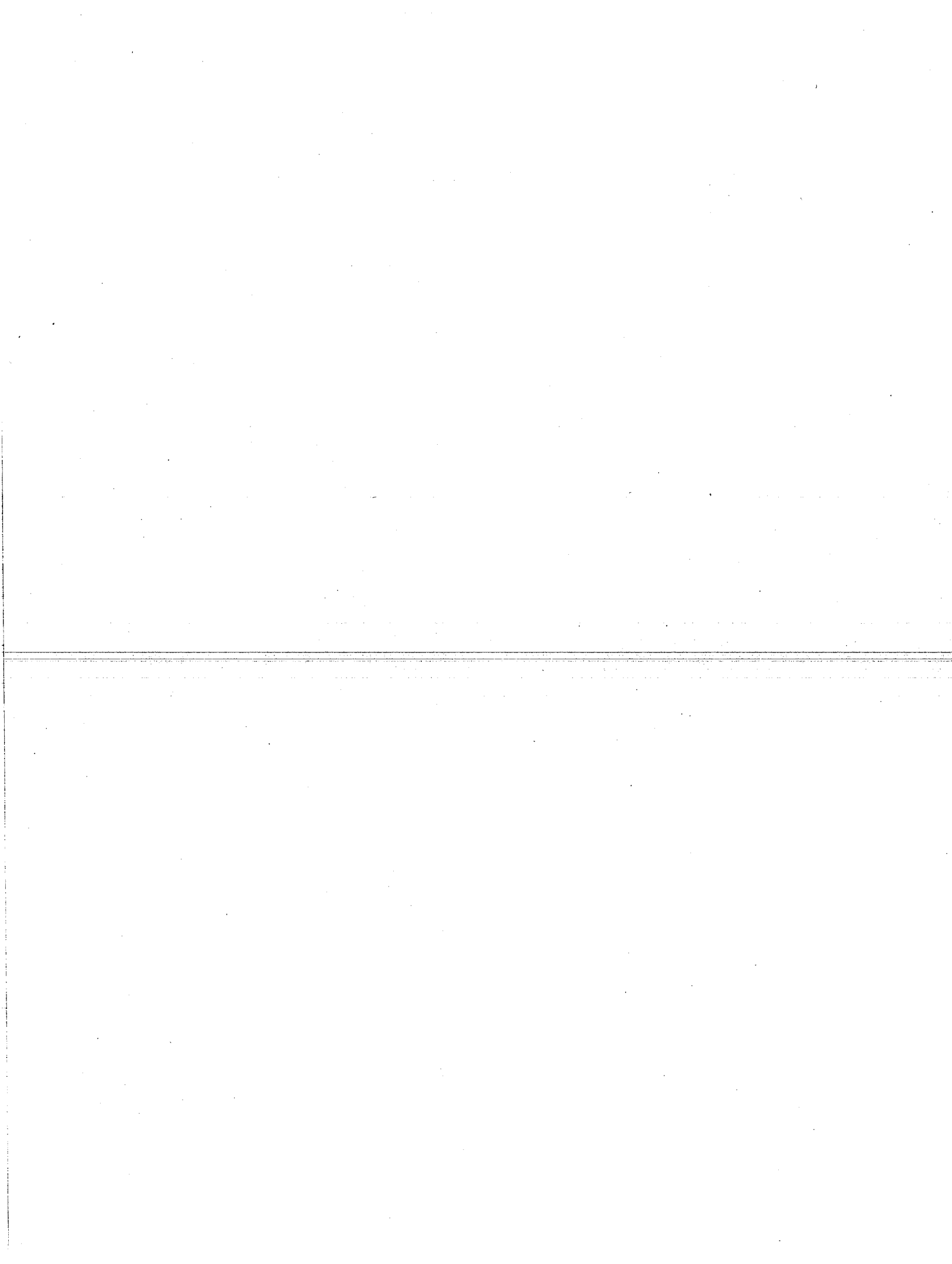
DRAWN BY: [Signature]
DATE: 1-13-73

CHECKED BY: [Signature]
DATE: 1-13-73



A.T.R. PARCEL NO.		OWNER	ACQUISITION METHOD	SECTION, TOWNSHIP, RANGE	ACREAGE
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SHEET NO. 33	DRAWING NO. 13971	ANTELOPE VALLEY, CALIFORNIA POPPY RESERVE		RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION		REVISIONS 1. REVISED ACQUISITION BOUNDARY 2. REVISED ACQUISITION BOUNDARY B ADDED 3. ADDED PARCEL NUMBERS 76 & 77 4. ADDED R.E.A. PARCEL NUMBERS 3249, 3250, 3252		DATE 9-12-76	DESIGNED BY LARRY REED
		ACQUISITION PLAN		APPROVED: <i>[Signature]</i> DIRECTOR	DATE: <i>10/12</i>	DRAWN 9-15-76	CHECKED 1-5-77		



419.8 - 560

TICOR TITLE INSURANCE CO. OF CALIFORNIA

87 1771801

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

RECORDED IN OFFICIAL RECORDS
 OF LOS ANGELES COUNTY, CA
 NOV 5 1987 AT 8 A.M.
 Recorder's Office

5 When Recorded Mail To:
 6 Department of General Services
 Office of Real Estate and Design Services
 7 400 "P" Street, Suite 3110
 Sacramento, CA 95814

FREE S

8 PRG 396

Space Above for Recorder's Use

10

GRANT DEED

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THE UNDERSIGNED, Robert F. Sorg and Linda A. Sorg hereby grants to
 14 the State of California all that certain real property in the County of
 15 Los Angeles, State of California, described as follows:

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Description:

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Parcel 1:

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The East one half of the East one half of the South one half of the
 Northwest quarter of the Northwest quarter of Section 5, Township 7
 20 North, Range 14 West, San Bernardino Meridian, in the County of Los
 Angeles, State of California, according to the official plat of said land.

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Parcel 2:

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An easement for public road, ingress, egress, and public utility purposes
 23 to be used in common with others over the Northerly 15 feet and the
 Southerly 15 feet of the West one-half of the East one half of the South
 24 one-half of the Northwest quarter of the Northwest quarter of Section 5,
 Township 7 North, Range 14 West, San Bernardino Meridian, in the County
 25 of Los Angeles, State of California, according to the official plat of
 said land.

26 ---

27 ---

72-4967

8367467 - PROW

3236-15-37

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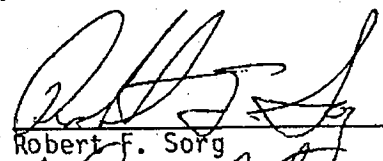
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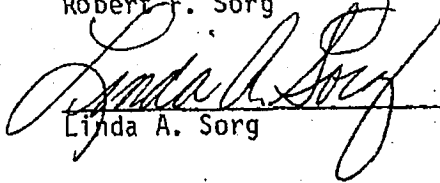
Parcel 3:

An easement for public road, ingress, egress, and public utility purposes to be used in common with others over the Northerly 15 feet and the Southerly 15 feet of the West one-half of the South one-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.

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 other 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 real property.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10th day of August, 1987.

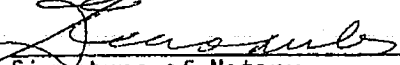

Robert F. Sorg


Linda A. Sorg

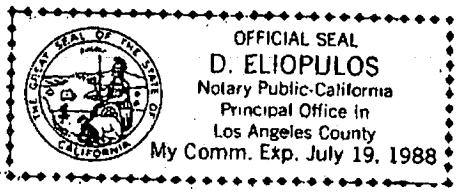
STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On this 10th day of August, 1987, before me the undersigned, a Notary Public in and for said County and State, personally appeared Robert F. Sorg and Linda A. Sorg

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person s whose name are subscribed to the within instrument and acknowledged that they executed the same.


Signature of Notary

Y-1227Q---



CERTIFICATE OF ACCEPTANCE

PROJECT: Antelope Valley California Poppy Reserve
PARCEL: PRG 396

The Department of Parks and Recreation acting through the Director of Parks and Recreation, pursuant to Section 5005 of the Public Resources Code, does hereby accept on behalf of the State of California the gift of title to or interest in real property described in the attached conveyance from Robert A. Sorg and Linda A. Sorg, dated August 10, 1987 to be added to or used in connection with the State Park System, and pursuant to Section 27281 of the Government Code consents to the recordation of said conveyance.

Date: 9/4/87

DEPARTMENT OF PARKS AND RECREATION

BY *[Signature]*

The Director of Finance does hereby approve the acceptance of this conveyance by the Department of Parks and Recreation.

DIRECTOR OF FINANCE

BY *[Signature]*

[Handwritten initials]

87 1771801

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

SCHEDULE A

PREMIUM : \$250.00
 AMOUNT OF INSURANCE : \$15,000.00
 DATE OF POLICY : NOVEMBER 5, 1987 8:00 A.M.
 POLICY NO. : 8367467

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 OR REFERRED TO IN SCHEDULE C COVERED BY THIS POLICY IS:

A FEE AS TO PARCEL 1 AND AN EASEMENT MORE PARTICULARLY DESCRIBED AS TO PARCELS 2 AND 3.

SCHEDULE B

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE, NOR AGAINST COSTS, ATTORNEYS' FEES OR EXPENSES, ANY OR ALL OF WHICH ARISE BY REASON OF THE FOLLOWING:

PART I

ALL MATTERS SET FORTH IN PARAGRAPHS NUMBERED 1 (ONE) TO 11 (ELEVEN) INCLUSIVE ON THE INSIDE COVER SHEET OF THIS POLICY UNDER THE HEADING SCHEDULE B PART I.

PART II

1. GENERAL AND SPECIAL COUNTY TAXES
 FOR THE FISCAL YEAR 1987-1988
 TOTAL AMOUNT : \$117.36
 FIRST INSTALLMENT : \$58.68 OPEN
 SECOND INSTALLMENT : \$58.68 OPEN

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

SUCH ADDITIONAL SPECIAL CITY AND/OR COUNTY TAXES AS MAY BE ASSESSED BY REASON OF:

- (A) IMPROVEMENTS ADDED SUBSEQUENT TO MARCH 1, 1975;
- (B) CHANGES OF OWNERSHIP OCCURRING SUBSEQUENT TO MARCH 1, 1975;
- (C) ANY FINAL JUDGMENT DETERMINING THAT CONSTITUTIONAL ARTICLE XIII A HAS BEEN APPLIED IMPROPERLY;
- (D) REAPPRAISAL OF PROPERTY VALUES AS OF MARCH 1, 1975; AND
- (E) THE EFFECT OF ANY REASSESSMENT NOT POSTED TO THE TAX ROLL AS OF THE DATE HEREOF.

THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

SCHEDULE C

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 EAST ONE HALF OF THE EAST ONE HALF OF THE SOUTH ONE 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.

PARCEL 2:

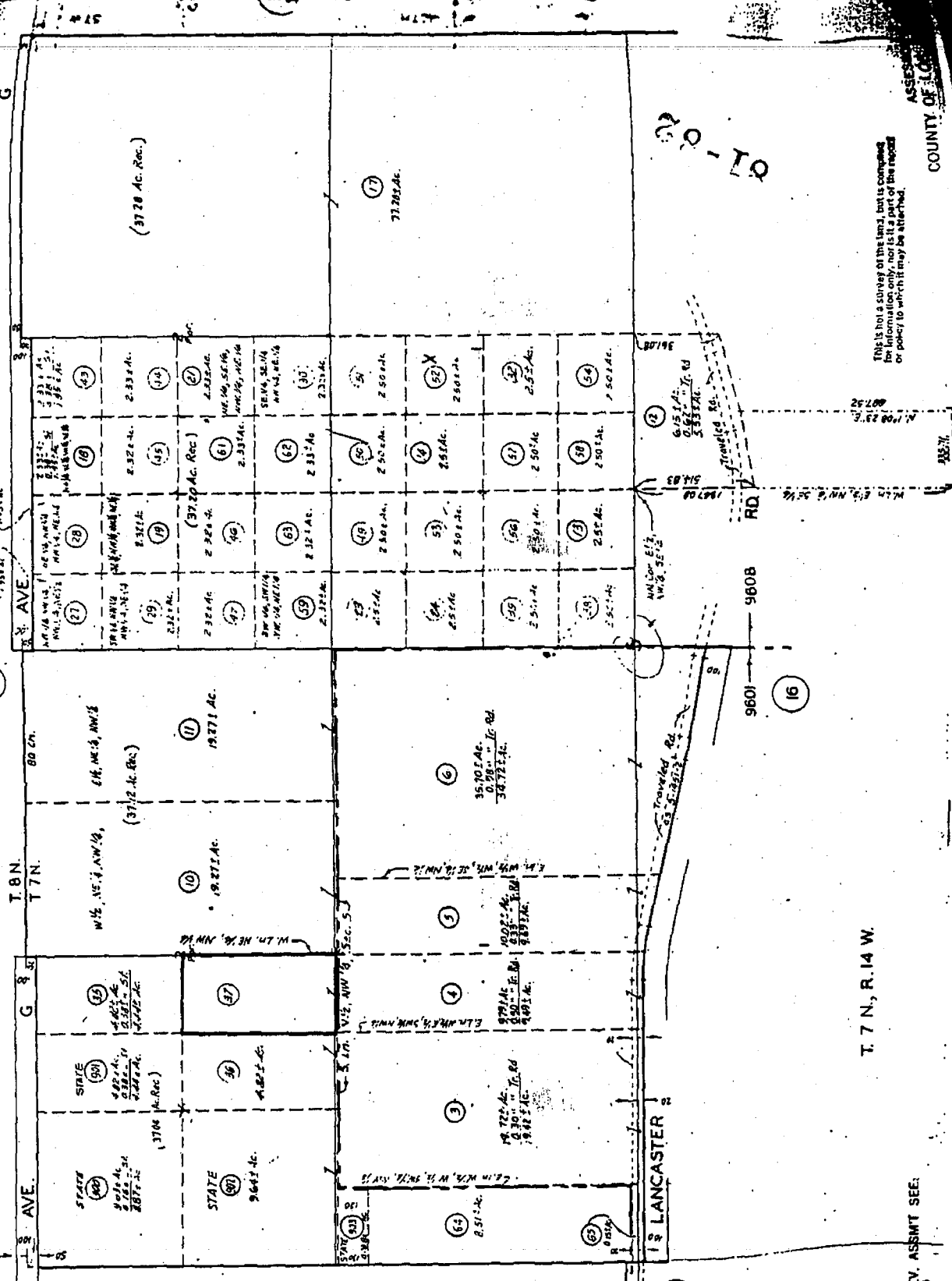
AN EASEMENT FOR PUBLIC ROAD, INGRESS, EGRESS, AND PUBLIC UTILITY PURPOSES TO BE USED IN COMMON WITH OTHERS OVER THE NORTHERLY 15 FEET AND THE SOUTHERLY 15 FEET OF THE WEST ONE-HALF OF THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 3:

AN EASEMENT FOR PUBLIC ROAD, INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES TO BE USED IN COMMON WITH OTHERS OVER THE NORTHERLY 15 FEET AND THE SOUTHERLY 15 FEET OF THE WEST ONE-HALF OF THE SOUTH ONE-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.

3236 15

SCALE 1" = 400'



CODE
9601
9608

NO. 589 FOR PREV. ASSMT SEE.
P.O. 1185.

T. 7 N., R. 14 W.

THIS IS NOT A SURVEY OF THE LAND, BUT IS COMPARED
FOR INFORMATION ONLY, NOR IS IT A PART OF THE RECORD
OR POLICY TO WHICH IT MAY BE ATTACHED.

ASSESSOR
COUNTY OF L...



Policy of Title Insurance

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, 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.

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

By

President

Attest

Secretary

72-4967

Schedule B 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 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, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
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 change in the dimensions or area of the land or any parcel of which the land is or was a part, whether or not shown by the public records at Date of Policy, or the effect of any violation of any such law, ordinance or governmental regulation, whether or not shown by the public records at Date of Policy.
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) whether or not shown by the public records at Date of Policy, but created, caused, 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.
10. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessors in the lease or leases described or referred in Schedule A.
11. The effect of any failure to comply with the terms, covenants and conditions of the lease or leases described or referred to in Schedule A.

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 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.

(Conditions and Stipulations Continued on the Inside of the Last Page of This Policy)

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 said 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 the 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 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 its Principal Office: Claims Department, 6300 Wilshire Boulevard, P.O. Box 92792, Los Angeles, California 90009.



**TICOR
TITLE**

Ticor Title Insurance Company of California

6300 Wilshire Boulevard
P.O. Box 92792
Los Angeles, CA 90009
(213) 852-6000

CR

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

NOTIFICATION OF REAL PROPERTY TRANSFER

SEP 20 1988

DATE: _____

TO: Kenneth Jones, Regional Director
Southern Region

Attn: Bill Curran

Addition
 Disposal

FROM: ACQUISITION DIVISION - PROPERTY MANAGEMENT

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

UNIT NO. 560	UNIT NAME Antelope Valley California Poppy Reserve	DBP/PRG NO. PRG-396	RES. PARCEL NO.
ACQUISITION PLAN NO. 23484	COUNTY Los Angeles	LAND ACREAGE 4.82	WATER FRONTAGE: O L R 0
GRANTOR Robert F. and Linda A. Sorg	TRANSFER OF JURISDICTION <input checked="" type="checkbox"/> DATE CERTIFICATION OF ACCEPTANCE <input type="checkbox"/> 9/14/88	METHOD OF ACQUISITION <input checked="" type="checkbox"/> DEED <input checked="" type="checkbox"/> GIFT <input type="checkbox"/> EXCHANGE <input type="checkbox"/> CONDEMNATION	
DATE RECORDED 11/5/87	RECORDING DATA Doc. No. 87-1771801 PLI No. 72-4967	ESTABLISHED VALUE	
LAND IMPROVEMENTS \$ _____		STATE FUNDS EXPENDED	
TOTAL \$ _____		LAND IMPROVEMENTS \$ 0	
TOTAL \$ _____		TOTAL \$ 0	
FUND SOURCE N/A	SUPPORTING DOCUMENTS	<input type="checkbox"/> INSTRUMENT OF CONVEYANCE <input checked="" type="checkbox"/> POLICY OF TITLE INSURANCE <input checked="" type="checkbox"/> ACQUISITION PLAN <input type="checkbox"/> ENCUMBRANCES	
REMARKS	<input type="checkbox"/> IMPROVED <input checked="" type="checkbox"/> UNIMPROVED		

DISTRIBUTION

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

Sug-Migel
ACQUISITION DIVISION

Memorandum

Date : September 14, 1988

File No. : PRG-396

To : Kenneth L. Mitchell, Chief
Acquisition Division
Department of Parks and Recreation
1416 Ninth Street, 11th Floor
Sacramento, CA 95814
Attention Bill Kuromoto

RECEIVED

SEP 16 1988

ACQUISITION

From : Department of General Services - Office of Real Estate and Design Services
400 "P" Street, Suite 3110, Sacramento 95814

Subject: DEPARTMENT OF PARKS AND RECREATION
ANTELOPE VALLEY POPPY PRESERVE

Enclosed are the following:

1. Four xerox copies of the Gift Deed recorded November 5, 1987 from Robert F. and Linda A. Sorg to the State of California.
2. Four copies of the Policy of Title Insurance in the amount of \$15,000 covering Item 1 above.
3. Invoice from Ticor Title Insurance in the amount of \$250.00 dated November 5, 1987. It will be appreciated if you will arrange for payment of this invoice.

Originals of the documents were sent to the Proprietary Land Index for forwarding and permanent filing in the Office of the Secretary of State.

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


GEORGE P. DUTRA
Senior Land Agent

GPD:EJW:sna:C-24.15.2:PC-31

Enclosures

cc: Carol Van Brunt

PLI No.: 72-4967
Parks Drawing No.: 23484
Area: Los Angeles (4.82 acres)
APN: 3236-15-37

DP 444-1 (8-85)

PLEASE DETACH AND RETURN
THIS PORTION WITH CHECK

44455 NORTH TENTH ST. WEST
P.O. BOX 1838,
LANCASTER,
CA 93534

ORDER NUMBER

8367467

CUSTOMER NUMBER

00086567

TITLE OFFICER

CROW, DAVE

BILLING ADDRESS

STATE OF CALIFORNIA
OFFICE OF REAL ESTATE/DESIGN
400 "P" STREET
SACRAMENTO CA 95814

AMOUNT DUE

\$ 250.00

AMOUNT ENCLOSED

\$

MAKE YOUR CHECKS PAYABLE TO
RECEIVED

NOV 25 1987

 **TICOR**
Office of Space &
Real Estate Services
TITLE INSURANCE

CAT. NO. EE00098



TICOR TITLE INSURANCE

44455 NORTH TENTH ST. WEST
P.O. BOX 1838,
LANCASTER,
CA 93534
(805) 948-6018

RECEIVED

ORDER NUMBER

8367467

DATE

11/05/87

CUSTOMER NUMBER

NOV 25 1987

TITLE OFFICER

Office of Space &
Real Estate Services

00086567

CROW, DAVE

CUSTOMER
REFERENCE

OFFICE OF REAL ESTATE/DESIGN
SORG

INITIAL BILL

DESCRIPTION

AMOUNT

RECORDINGS DD 0.00

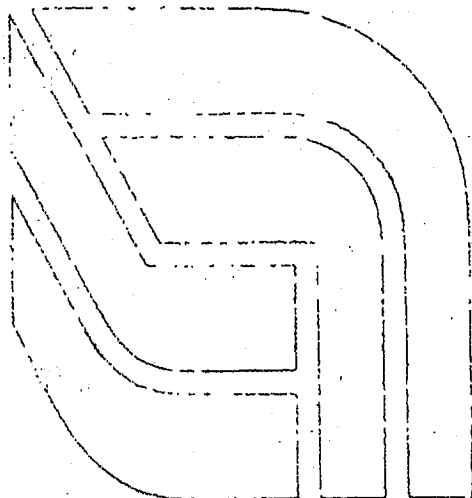
DOCUMENT: 0871771801

POLICY OF TITLE INSURANCE

POLICY: CLTA

LIABILITY: 15000

TOTAL CHARGES 250.00



NOV 6

RECEIVED
NOV 6 1987

NOV 6 1987

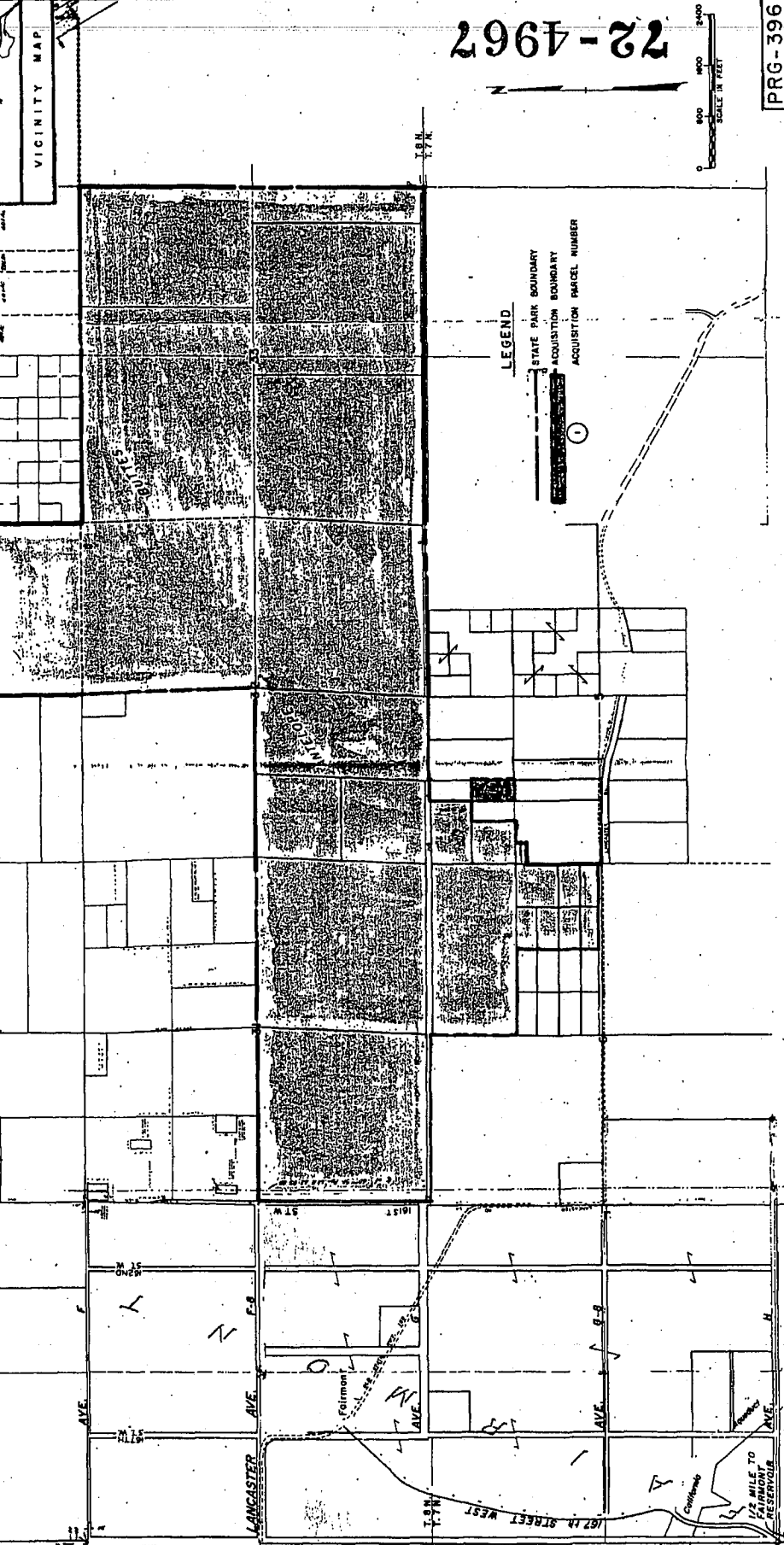
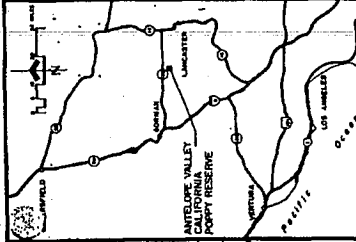
RECEIVED
NOV 25 1987
Office of Real Estate
& Design Services

DESIGNED	DATE
DRAWN	M.S.
CHECKED	DATE

APPROVED: *[Signature]* DIRECTOR
 DEPARTMENT OF PARKS AND RECREATION
 RESOURCES AGENCY OF CALIFORNIA
 DATE: 7/19/67

ANTELOPE VALLEY CALIFORNIA POPPY RESERVE
 ACQUISITION PLAN

DRAWING NO. 23484
 SHEET NO. 1



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

RES. NO.	PARCEL NO.	OWNER	SECTION	TOWNSHIP AND RANGE	ACRES
1	1	LONG, J.A., ROBERT	5	T. 7 N., R. 14 W.	1.00
2	2		5	T. 7 N., R. 14 W.	1.00
3	3		5	T. 7 N., R. 14 W.	1.00
4	4		5	T. 7 N., R. 14 W.	1.00
5	5		5	T. 7 N., R. 14 W.	1.00
6	6		5	T. 7 N., R. 14 W.	1.00
7	7		5	T. 7 N., R. 14 W.	1.00
8	8		5	T. 7 N., R. 14 W.	1.00
9	9		5	T. 7 N., R. 14 W.	1.00
10	10		5	T. 7 N., R. 14 W.	1.00
11	11		5	T. 7 N., R. 14 W.	1.00
12	12		5	T. 7 N., R. 14 W.	1.00
13	13		5	T. 7 N., R. 14 W.	1.00
14	14		5	T. 7 N., R. 14 W.	1.00
15	15		5	T. 7 N., R. 14 W.	1.00
16	16		5	T. 7 N., R. 14 W.	1.00
17	17		5	T. 7 N., R. 14 W.	1.00
18	18		5	T. 7 N., R. 14 W.	1.00
19	19		5	T. 7 N., R. 14 W.	1.00
20	20		5	T. 7 N., R. 14 W.	1.00

PRG-396

1/2 MILE TO FAIRMONT RESERVOIR

Memorandum

Date : October 19, 1987

File No.: PRG-396

To : Jesse R. Huff, Director
Department of Finance
1025 "P" Street
Sacramento, CA 95814
Attention Robin Baker

From : Department of General Services - Office of Real Estate and Design Services
400 "P" Street, Suite 3110, Sacramento 95814

Subject: DEPARTMENT OF PARKS AND RECREATION
CALIFORNIA POPPY RESERVE
GIFT DEED FROM ROBERT SORG, ET UX

Attached for the Department of Finance's acceptance is a gift deed from Roberta F. and Linda A. Sorg to the State of California, conveying 4.82+ acres in the County of Los Angeles for an addition to the California Poppy Reserve.


All of the title exceptions are acceptable with the exception of current taxes which will be eliminated.

The property value is \$10,000.

According to the Department of Parks and Recreation, there will be no additional cost to the State to own and operate the property.

Approval of the gift is recommended. If you concur, please sign the Certificate of Acceptance attached to the deed.

Please return the documents to the undersigned, Office of Real Estate and Design Services, 400 "P" Street, Suite 3110, Sacramento, CA 95814, for further processing.


GEORGE P. DUTRA
Senior Land Agent

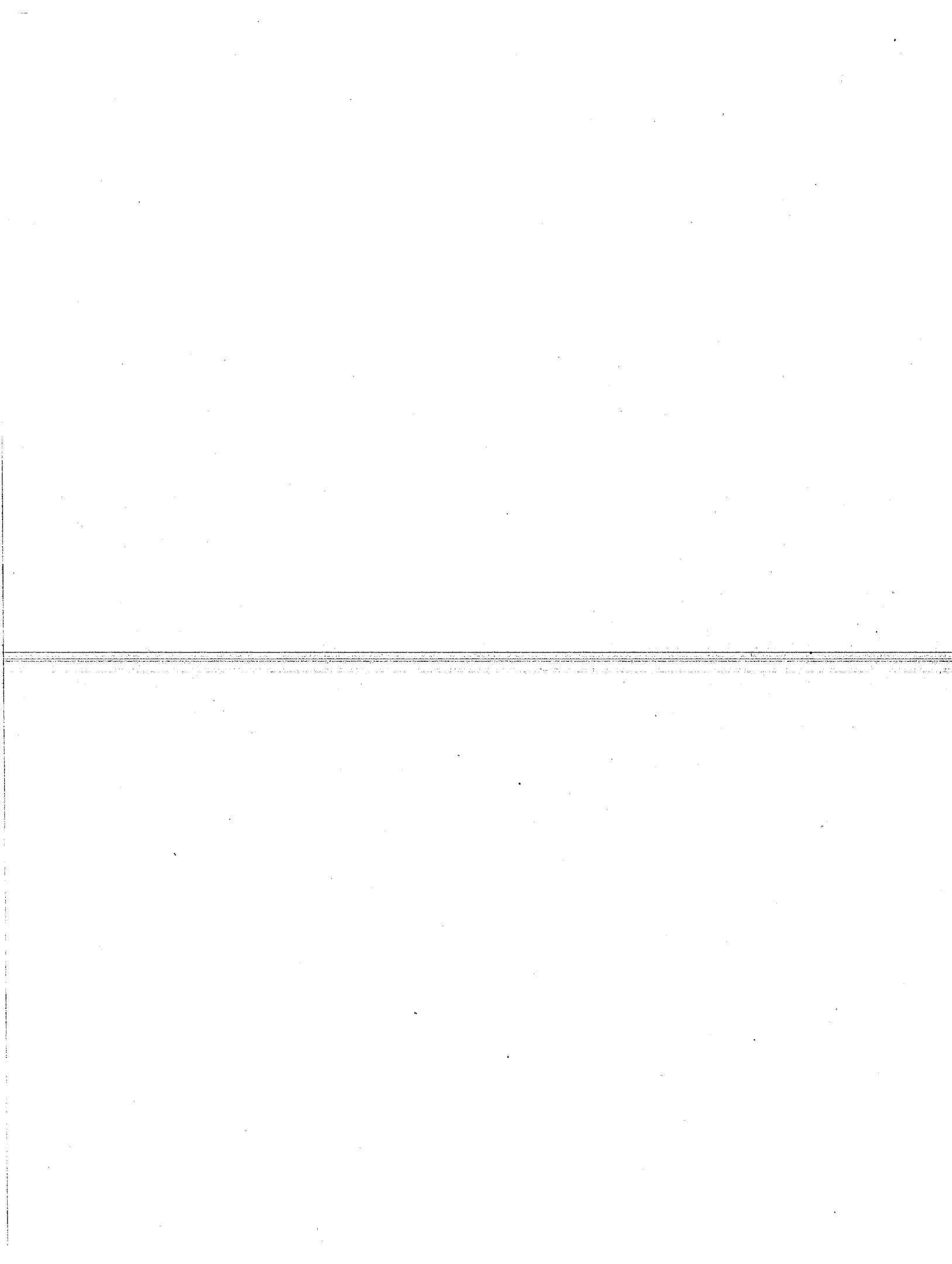
ACCEPTANCE RECOMMENDED:

By 
DARRELL HAYNES
Assistant Chief

Levally
Jan Clayton

GPD:LMB:dt:A-17.13
Attachments

72-4967



78-1252339

DOCUMENT FILE

419.8-560

FIRST AMERICAN TITLE COMPANY of LOS ANGELES

WHEN RECORDED MAIL TO

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

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA.

NOV 9 1978 AT 8 A.M.

Recorder's Office

FREE ³M

SPACE ABOVE THIS LINE FOR RECORDER'S USE

139373-18

Corporation Grant Deed

Agency: Parks and Recreation
Project: Poppy Preserve, DBP-379
Parcel: 2923

W and B LAND INVESTMENTS, INC., a California corporation doing business as
Benton Investment Group

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:

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.

EXCEPT the Northerly 971.02 feet.

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 _____
Secretary thereunto duly authorized.

fix IRS

None

Dated: August 25, 1978

W and B LAND INVESTMENTS, INC.

By M. Benjamin Wagmeister
M. Benjamin Wagmeister President

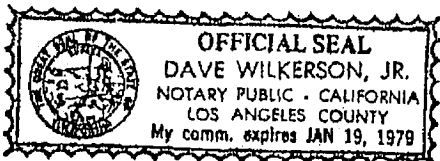
72 3826

By Carolyn S. Coleman
Carolyn S. Coleman Secretary

STATE OF CALIFORNIA

COUNTY OF Los Angeles } SS.

On April 25, 1978 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mr. Benjamin H. [unclear] known to me to be the President, and Catalyn A. Coleman known to me to be President & Secretary 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.



1645 So. La Cienega Blvd., Los Angeles, CA 90019

WITNESS my hand and official seal.

(Seal)

Signature

Dave Wilkerson, Jr.
DAVE WILKERSON, JR.

Name (Typed or Printed)
Notary Public in and for said County and State

Exhibit "II"
of minutes
State Public Works Board
August 29, 1978

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

(Parcels 2923 and 2924A -- 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>
2923	8/25/78	8/25/78	W and B Land Investments, Inc., a California Corporation dba Benton Investment Group
2924A	7/21/78	7/21/78	James K. F. and Florence C. S. Chun

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 29, 1978.

WITNESS my hand this 29th day of August, 1978.

Thomas F. [Signature]
Administrative Secretary
State Public Works Board

78-1252339

Memorandum

Date : April 5, 1979

File No. : DBP-379

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

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

Attention Jack Harrison, Chief
Acquisitions Division

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

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


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

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

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

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

DEPARTMENT OF GENERAL SERVICES



THOMAS F. SHERMAN
Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

DEPARTMENT OF PARKS AND RECREATION

BY Ray B Wilde

DATE 4-19-79



Pol 2923

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 3826



First American Title Insurance Company

BY *J. J. Kennedy* PRESIDENT

ATTEST *John Lutz Jr.* 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)

DP 139379-1B end: FALL AS:JJ

SCHEDULE A

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

Amount of Insurance: \$12,500.00

Policy No. TOR 1-307880

Date of Policy: November 9, 1978 at 8:00 A.M.

1. Name of Insured:

THE STATE OF CALIFORNIA.

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

THE STATE OF CALIFORNIA.

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

A fee.

Our No. 139379-18

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.

GLTA Standard Coverage Policy-1974

Our No. 129379-18

SCHEDULE B

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

Part Two:

1. SUPPLEMENTAL TAXES, IF ANY, FOR THE FISCAL YEAR 1978-1979, A LIEN, THE AMOUNTS OF WHICH HAVE NOT YET BEEN DISCLOSED, BUT WHICH WILL BE DELINQUENT AFTER APRIL 10, 1979.
 - 1a. General and special county taxes for the fiscal year 1978-1979, in the amount of \$111.65.
 2. An easement over those portions of said land within the lines of Lancaster Road.
 3. An easement over said land for pole lines and incidental purposes, in favor of Southern California Edison Company, Ltd., a corporation, recorded in book 23883 page 16, Official Records.
 4. An easement over the East 20 feet of said land for public road and utilities to be used in common with others and incidental purposes, in favor of Leonard A. Willey and Dorothy E. Willey, recorded in book # 149 page 650, Official Records.
 5. An easement for public road and utility and incidental purposes, in favor of Murdo G. Mc Iver and Mary K. Mc Iver, 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

GLTA Standard Coverage Policy-1974

Our No. 139579-18

SCHEDULE B

force and effect as though jointed into by the Grantee herein
or his successor in interest.

All Policy Forms

Our No. 139579-18

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 4 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 971.02 feet.

INDORSEMENT

Attached to Policy No. TOR 1-307880

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:

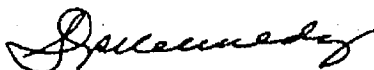
1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose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

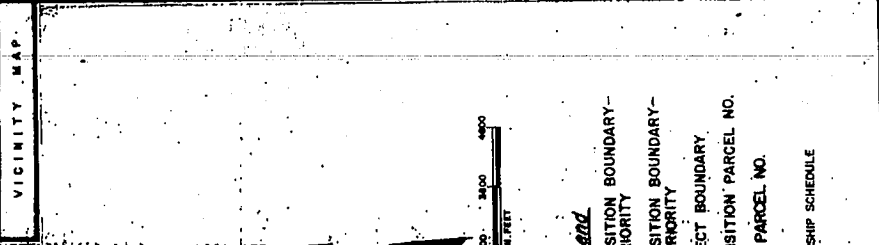
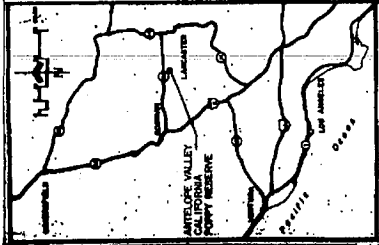
HOME OFFICE: SANTA ANA CALIFORNIA

REVISIONS	DATE	BY
1. REVISIONS	1-12-77	
2. REVISIONS	2-12-78	
3. REVISIONS	3-12-78	
4. REVISIONS	4-12-78	
5. REVISIONS	5-12-78	
6. REVISIONS	6-12-78	
7. REVISIONS	7-12-78	
8. REVISIONS	8-12-78	
9. REVISIONS	9-12-78	
10. REVISIONS	10-12-78	
11. REVISIONS	11-12-78	
12. REVISIONS	12-12-78	

RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION
 DATE: 12/12/78
 DIRECTOR: [Signature]

ANTELOPE VALLEY CALIFORNIA POPPY RESERVE
 ACQUISITION PLAN

PROJECT NO. 13971
 SHEET NO. 1



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

NOTE: SEE SHEET 3 FOR OWNERSHIP SCHEDULE

SEE SHEET 2

T.7-8N., R.14-15 W., S.6 M.
 LOS ANGELES COUNTY

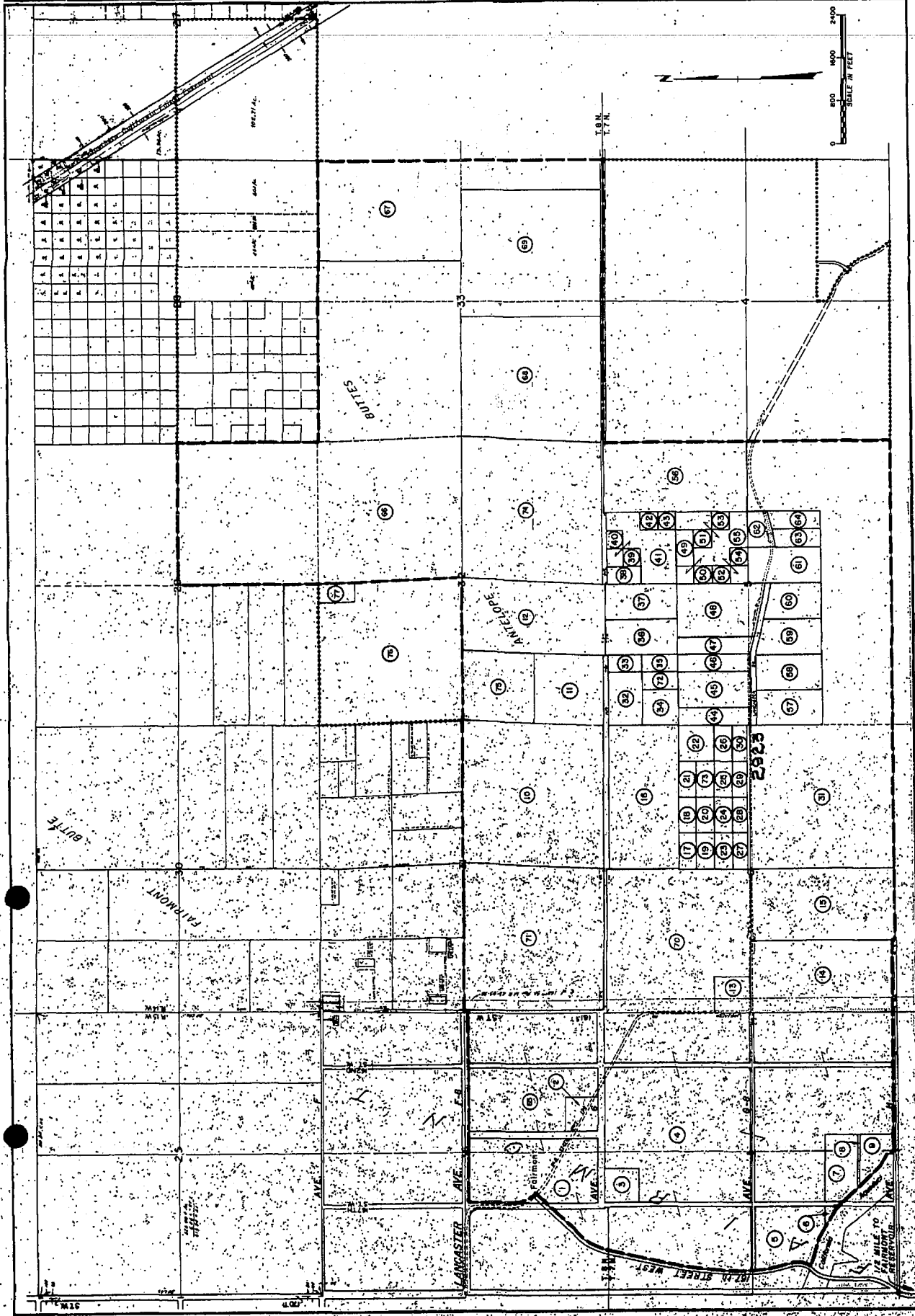
SHEET NO. 482

PROJECT NO. 13971

ANTELOPE VALLEY CALIFORNIA POPPY RESERVE ACQUISITION PLAN

RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
APPROVED: *[Signature]*
DIRECTOR

REVISIONS	DATE
1. REVISED ACQUISITION BOUNDARY AND ADDED A.T. & T. PARCEL NO.	2-12-76
2. ADDED PARCEL NUMBERS TO A.T. & T. PARCEL NO.	2-22-76
3. ADDED PARCEL NUMBERS TO A.T. & T. PARCEL NO.	8-3-76
4. ADDED PARCEL NO. 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000	



626

SHEET NO.

13971

DATE

ANTELOPE VALLEY CALIFORNIA POPPY RESERVE

ACQUISITION PLAN

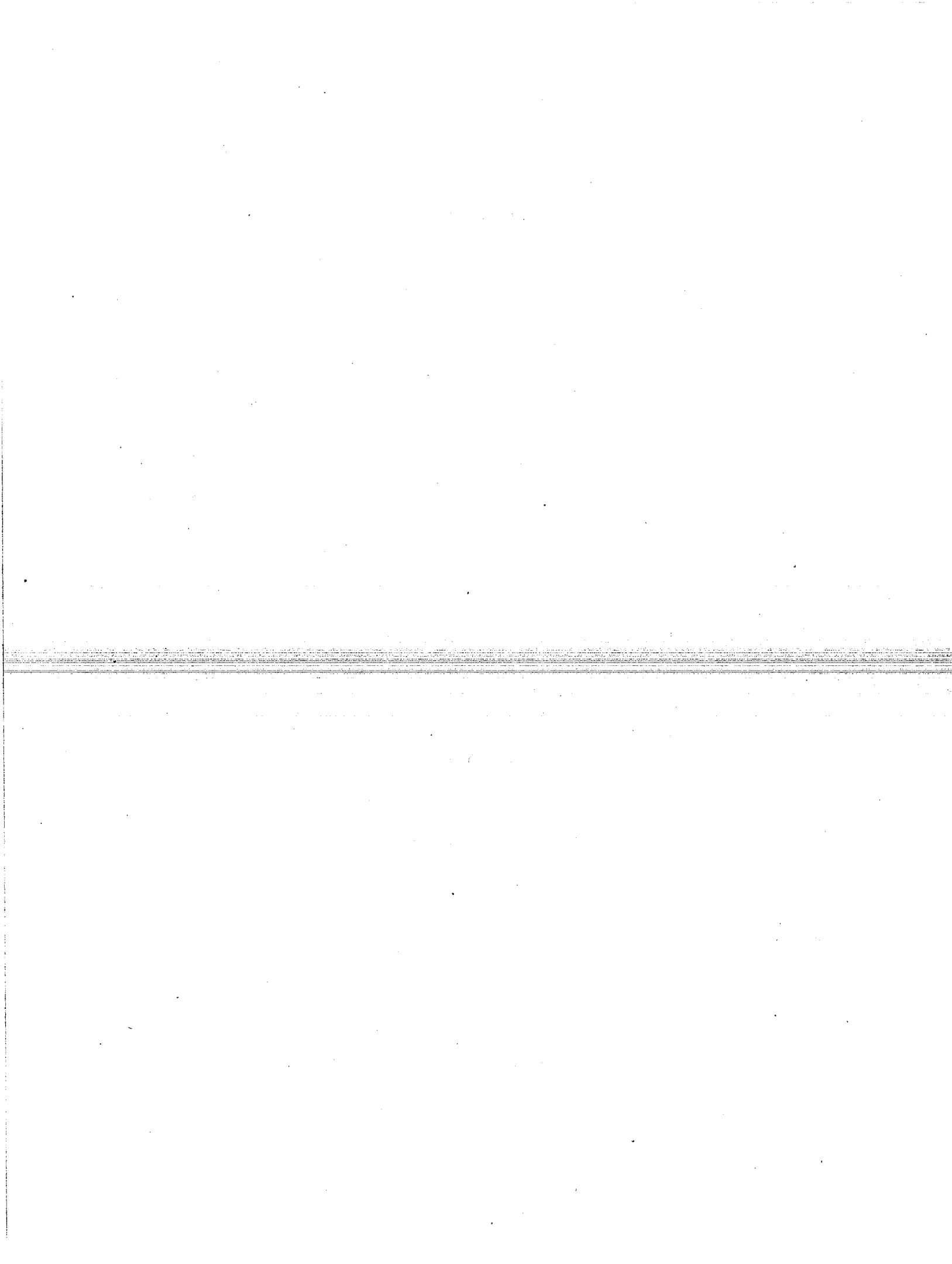
RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

APPROVED: *[Signature]*
DATE: *[Date]*

REVISIONS
1. REVISED ACQUISITION BOUNDARY & ACQ.
2. REVIS. ACQUISITION BOUNDARY & ACQ.
3. REVIS. ACQUISITION BOUNDARY & ACQ.
4. ADDED RES. PARCEL NUMBERS 2849, 2850, 2851, 2852

DATE: 1-12-78
DRAWN: M. L. FORD
CHECKED: 1-1-77

U.S. BUREAU OF LAND MANAGEMENT	PARCEL NO.	OWNER	SECTION	TOWNSHIP, RANGE & RANGE	ACREAGE
1001	1	W. JAMES FORD	36	10N, 10E	1.00
1002	2	W. JAMES FORD	36	10N, 10E	1.00
1003	3	W. JAMES FORD	36	10N, 10E	1.00
1004	4	W. JAMES FORD	36	10N, 10E	1.00
1005	5	W. JAMES FORD	36	10N, 10E	1.00
1006	6	W. JAMES FORD	36	10N, 10E	1.00
1007	7	W. JAMES FORD	36	10N, 10E	1.00
1008	8	W. JAMES FORD	36	10N, 10E	1.00
1009	9	W. JAMES FORD	36	10N, 10E	1.00
1010	10	W. JAMES FORD	36	10N, 10E	1.00
1011	11	W. JAMES FORD	36	10N, 10E	1.00
1012	12	W. JAMES FORD	36	10N, 10E	1.00
1013	13	W. JAMES FORD	36	10N, 10E	1.00
1014	14	W. JAMES FORD	36	10N, 10E	1.00
1015	15	W. JAMES FORD	36	10N, 10E	1.00
1016	16	W. JAMES FORD	36	10N, 10E	1.00
1017	17	W. JAMES FORD	36	10N, 10E	1.00
1018	18	W. JAMES FORD	36	10N, 10E	1.00
1019	19	W. JAMES FORD	36	10N, 10E	1.00
1020	20	W. JAMES FORD	36	10N, 10E	1.00
1021	21	W. JAMES FORD	36	10N, 10E	1.00
1022	22	W. JAMES FORD	36	10N, 10E	1.00
1023	23	W. JAMES FORD	36	10N, 10E	1.00
1024	24	W. JAMES FORD	36	10N, 10E	1.00
1025	25	W. JAMES FORD	36	10N, 10E	1.00
1026	26	W. JAMES FORD	36	10N, 10E	1.00
1027	27	W. JAMES FORD	36	10N, 10E	1.00
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1038	38	W. JAMES FORD	36	10N, 10E	1.00
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1079	79	W. JAMES FORD	36	10N, 10E	1.00
1080	80	W. JAMES FORD	36	10N, 10E	1.00
1081	81	W. JAMES FORD	36	10N, 10E	1.00
1082	82	W. JAMES FORD	36	10N, 10E	1.00
1083	83	W. JAMES FORD	36	10N, 10E	1.00
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1085	85	W. JAMES FORD	36	10N, 10E	1.00
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1087	87	W. JAMES FORD	36	10N, 10E	1.00
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1097	97	W. JAMES FORD	36	10N, 10E	1.00
1098	98	W. JAMES FORD	36	10N, 10E	1.00
1099	99	W. JAMES FORD	36	10N, 10E	1.00
1100	100	W. JAMES FORD	36	10N, 10E	1.00



81-1112067

WHEN RECORDED MAIL TO

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

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

FREE 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

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

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

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

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

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

&

Affix IRS

Dated: 8/13/81

Subscribing Witness:

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

72-2272

GRANTOR(S)

SUBSCRIBING WITNESS

2

STATE OF CALIFORNIA

STATE OF CALIFORNIA

County of Los Angeles } ss.

County of Los Angeles } ss.

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

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

Fred J. Steen

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

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

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

WITNESS my hand and official seal.

WITNESS my hand and official seal.

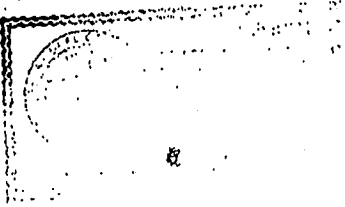
(Seal) Kathleen F. Dungan
KATHLEEN F. DUNGAN

Bonnie J. Steen (Seal)
BONNIE J. STEEN

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

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

81-1112067



72-3873

AGENCY: Parks and Recreation

3

PROJECT: Poppy Preserve, DBP 379

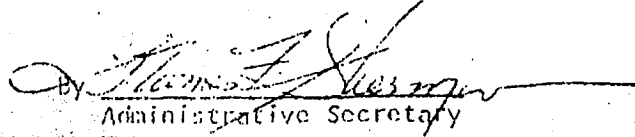
PARCEL: 2922

CERTIFICATE OF ACCEPTANCE

RECORDING'S MEMO:
PLEASE REFER TO
QUALITY OF ORIGINAL DOCUMENT,

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

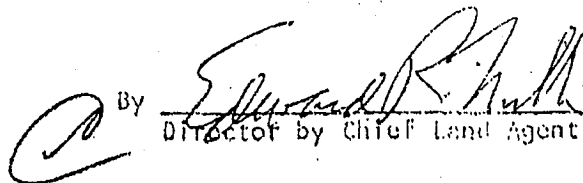
State of California
State Public Works Board

By 
Administrative Secretary

Dated NOV 3 1981

81- 1112067

APPROVED:
DEPARTMENT OF GENERAL SERVICES

By 
Director by Chief Land Agent

72-3873

FIRST AMERICAN

Feb 29 22

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

J. J. [Signature]

PRESIDENT

ATTEST

William C. [Signature]

SECRETARY

B1 799611

72-3873

UP 159369-61 AS-11

SCHEDULE A

Total fee for Title, Examination
and Title Insurance Contract

Amount of Insurance: \$11,950.00

Policy No. T-1393e9

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

1. Name of Insured:

THE STATE OF CALIFORNIA.

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

THE STATE OF CALIFORNIA.

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

A five.

4

72-3873

Cur No. 139369-61

SCHEDULE B

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

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

72-3873

Our No. 139369-61

SCHEDULE B

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

Part Two:

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

72-3873

All Policy Forms

Our No. 139369-61

SCHEDULE C

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

The Northerly 324.65 feet of the Southerly 599.21 feet of Parcel 4 of the Parcel Map No. 4267, as shown upon a Parcel Map filed in Book 7 Page 81 of Parcel Maps, in the office of the county recorder of said county.

72-3873

72-3873

9608

9608

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619

1

719.46
231.74
951.20

(38120. Rec)

(38120. Rec)

7

433.46
112.51
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4

500.00
12.00
512.00

13

433.46
112.51
545.97

17

512.00
12.00
524.00

8

388.00
15.00
403.00

3

500.00
12.00
512.00

12

433.46
112.51
545.97

16

512.00
12.00
524.00

9

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112.51
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135.91
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9601

9608

RD. 2

17

32465

27456

59921

CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

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

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

7. LIMITATION OF LIABILITY

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

8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

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

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

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy, as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy,

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

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

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

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

11. LIABILITY LIMITED TO THIS POLICY

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

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

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either 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 production of this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

12. NOTICES, WHERE SENT

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

72 - 3873

78-1252340

DOCUMENT FILE

419.8-560

FIRST AMERICAN TITLE COMPANY OF LOS ANGELES

WHEN RECORDED MAIL TO

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA.
NOV 9 1978 AT 8 A.M.
Recorder's Office

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

139309-18

FREE 3M

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

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

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

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

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

68585A-87

72 3873

Affix IRS

NONE

Dated: July 28, 1978

Subscribing Witness:

W. P. MONTAMBLE

BARBARA J. MONTAMBLE

FRED F. STUART

GRANTOR(S)

STATE OF CALIFORNIA

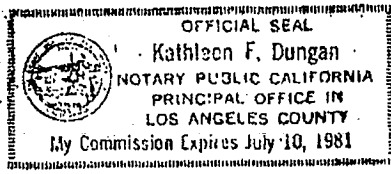
COUNTY OF Los Angeles } ss.

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

H. P. Montemalle
Barbara J. Montemalle
Dred J. Stewart
known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

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



SUBSCRIBING WITNESS

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

WITNESS my hand and official seal.

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

78-1252340

78-1252340

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

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

(Parcels 2918, 2920 and 2921 - Poppy Preserve)

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

NOW, THEREFORE, BE IT RESOLVED, the STATE PUBLIC WORKS BOARD, by unanimous vote, hereby determines the consideration set forth in the hereinafter identified agreements is fair and reasonable for the purchase of certain property in the County of Los Angeles, State of California, as more particularly described in that certain resolution adopted by this Board on March 31, 1978, and designated as Exhibit "FF" of the minutes of that date, and acquisition by condemnation is not necessary.

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

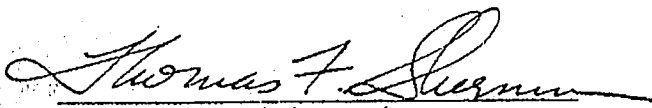
78-1252340

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

END OF RESOLUTION

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of a resolution adopted by unanimous vote of the State Public Works Board on July 31, 1978.

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


Assistant Administrative Secretary
State Public Works Board

Memorandum

Date : June 28, 1979

File No. : DBP-379

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

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

Attention Jack Harrison, Chief
Acquisitions Division

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

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

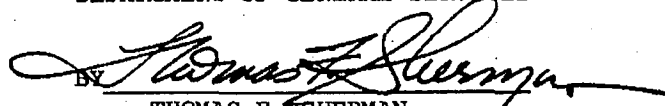
The Department of Parks and Recreation having determined that the subject parcels are needed for the purpose for which acquired as of the date hereof, the Director of General Services, acting pursuant to the Property Acquisition Law, transfers jurisdiction of the subject parcels of real property to the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

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

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

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

DEPARTMENT OF GENERAL SERVICES


BY THOMAS F. SHERMAN
Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

DEPARTMENT OF PARKS AND RECREATION

BY DATE 7/3/79



POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

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

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

and in addition, as to an insured lender only:

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

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



First American Title Insurance Company

BY *[Signature]* PRESIDENT

ATTEST *[Signature]* SECRETARY

72 3873

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

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

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

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

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

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

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

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

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

(i) the amount of insurance stated in Schedule A;

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

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

(b) CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

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

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

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

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

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

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

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

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

4. PROOF OF LOSS OR DAMAGE - LIMITATION OF ACTION

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

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

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

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

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS AND OPTIONS TO PURCHASE INDEBTEDNESS

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

6. DETERMINATION AND PAYMENT OF LOSS

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

(i) the actual loss of the insured claimant;

or

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

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

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

(Continued on inside back cover)

DP 139369-1B end: FA11 AS:JJ

SCHEDULE A

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

Amount of Insurance: \$11,500.00

Policy No. TOR 1-307879

Date of Policy: November 9, 1978 at 8:00 A.M.

1. Name of Insured:

THE STATE OF CALIFORNIA.

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

THE STATE OF CALIFORNIA.

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

A fee.

Our No. 139369-16

SCHEDULE B

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

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

Our No. 139369-18

SCHEDULE B

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

Part Two:

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

ATT Policy Forms

Our No. 139369-18

SCHEDULE C

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

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

INDORSEMENT

Attached to Policy No. TOR 1-307879

Issued by

First American Title Insurance Company

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

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

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

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

First American Title Insurance Company

BY  PRESIDENT

BY ASSISTANT SECRETARY



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

CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

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

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

7. LIMITATION OF LIABILITY

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

8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

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

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

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy, as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy,

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

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

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

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

11. LIABILITY LIMITED TO THIS POLICY

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

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

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

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

12. NOTICES, WHERE SENT

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

POLICY OF TITLE INSURANCE

FIRST AMERICAN



First American Title Insurance Company

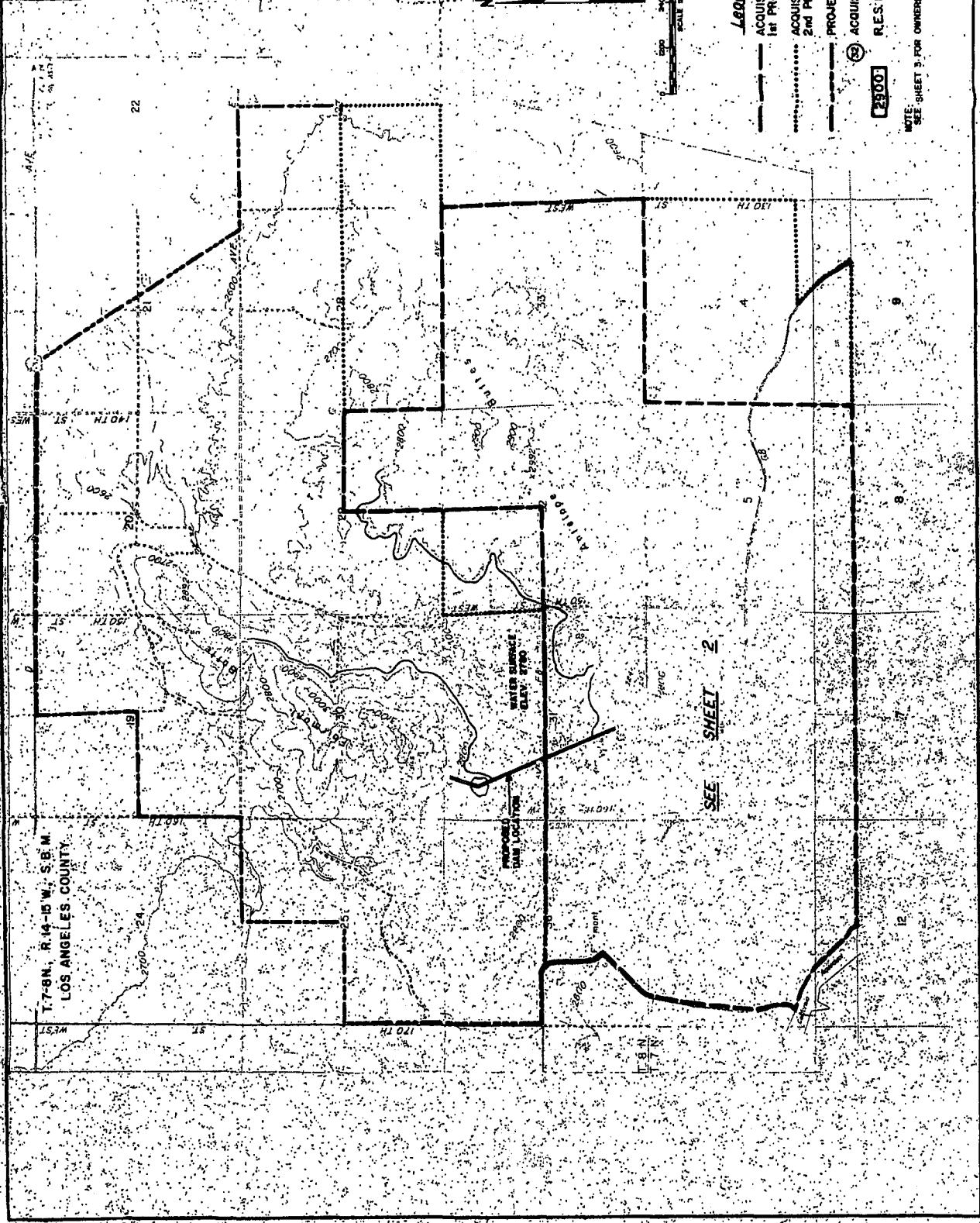
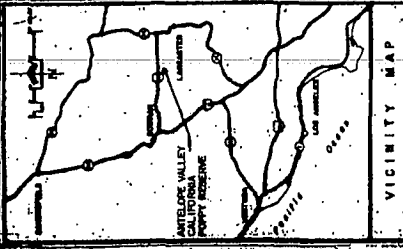
HOME OFFICE: SANTA ANA CALIFORNIA

1-3-77	REVISED ACQUISITION BOUNDARY AND REVERSED ACQUISITION BOUNDARY
2-24-76	ADDED A.E.T. MAILED MATERIAL
3-24-76	ADDED PARCEL NUMBER TO 17
1-3-77	REVISED A.E.T. PARCEL NUMBER SCHEDULE

RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION
 DATE: 3/1/77
 DIRECTOR: [Signature]

ANTELOPE VALLEY CALIFORNIA POPPY RESERVE
 ACQUISITION PLAN

PROJECT NO. 13971
 SHEET NO. 1
 OF 3



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



NOTE:
SEE SHEET 3 FOR OWNERSHIP SCHEDULE

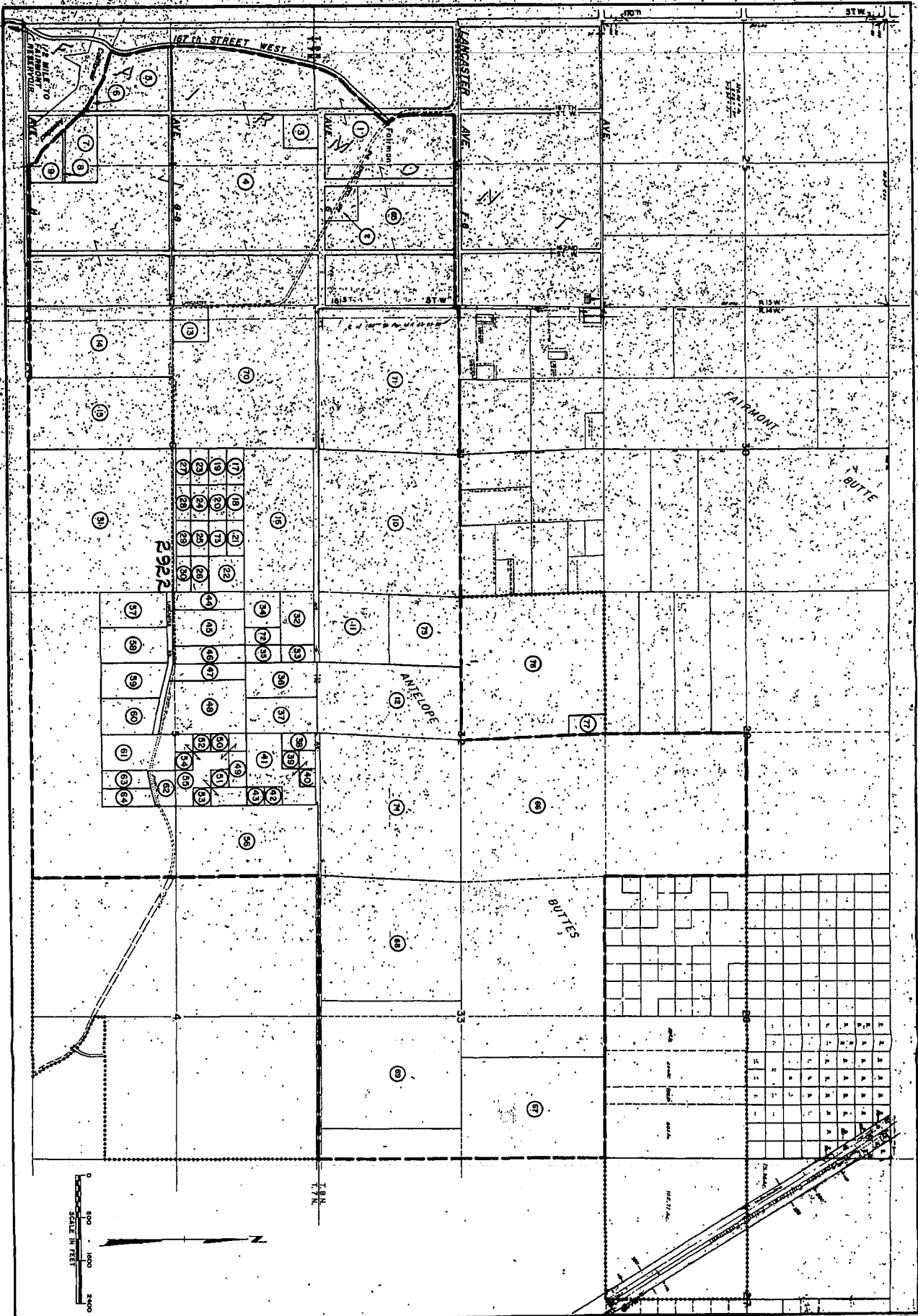
SEE SHEET 2

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

PROPOSED
 DAM LOCATION

WATER SURGE
 ELEV. 5700

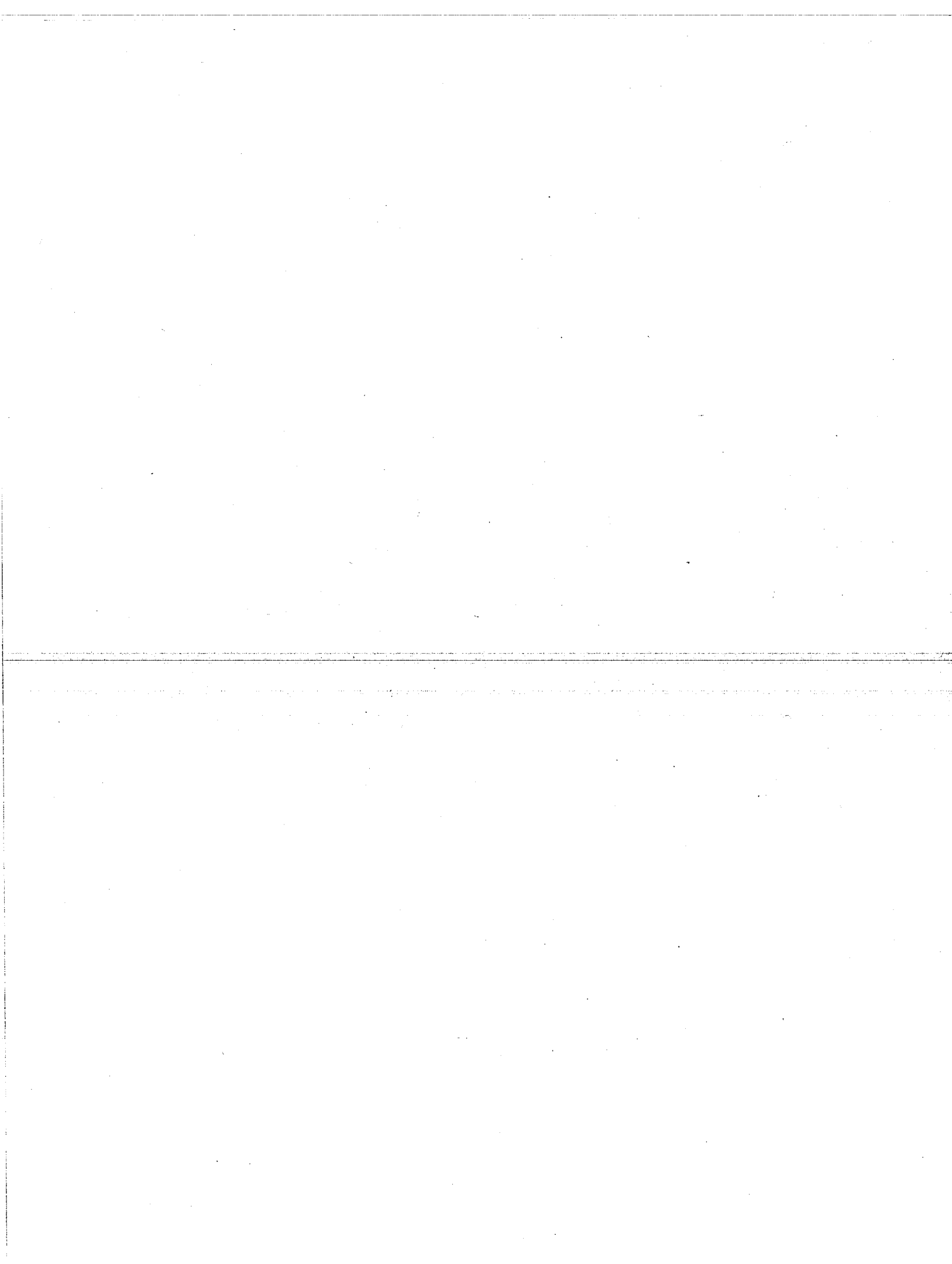
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2371 SHEET NO.	ANTHELOPE VALLEY CALIFORNIA POPPY RESERVE		RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION		REVISIONS 1. REVISED ACQUISITION BOUNDARY 3-12-70 2. REVISED ACQUISITION BOUNDARY AND 5-25-76 ADDED R.E. 3 PARCEL NO. DRAWN 3. ADDED PARCEL NUMBERS 76 & 77 8-8-76 4. ADDED R.E. NO'S. 3249, 3250, 3252 1-3-77		DATE 3-12-70	DESIGNED M. L. LITTLE
	13971 DRAWING NO.		ACQUISITION PLAN		APPROVED: <i>[Signature]</i> DATE: 1-1-78 DIRECTOR		DRAWN March 1970	CHECKED

Parcel No.	Section No.	Owner	Assessor's Parcel No.	Section	Yamhill's Parcel No.	Acres
101	1	W. J.	1
102	1	1
103	1	1
104	1	1
105	1	1
106	1	1
107	1	1
108	1	1
109	1	1
110	1	1
111	1	1
112	1	1
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139	1	1
140	1	1
141	1	1
142	1	1
143	1	1
144	1	1
145	1	1
146	1	1
147	1	1
148	1	1
149	1	1
150	1	1

SHEET NO. 3	DRAWING NO. 13971	ANTELOPE VALLEY CALIFORNIA POPPY RESERVE ACQUISITION PLAN	RESOURCES AGENCY OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	REVISIONS 1. REVISED ACQUISITION BOUNDARY 2. REVISED ACQUISITION BOUNDARY & ADDED R.E.S. PARCEL NOS. 3. ADDED PARCEL NUMBERS 75 & 77 4. ADDED R.E.S. PARCEL NUMBERS 3249, 3250, 3252	DATE 9-12-76 3-28-76 8-5-76 1-3-77	DESIGNED BY: LITTON DRAWN BY: STEVE BEYER CHECKED BY:
			APPROVED: <i>[Signature]</i> DIRECTOR	DATE: 1-1-77		



78-1273957

419.8.560

DOCUMENT FILE

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

139337-18

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA.

NOV 15 1978 AT 8 A.M.

Recorder's Office

FREE 3 T

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

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

JAMES K. F. CHUN and FLORENCE G. S. CHUN, husband and wife as joint tenants

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

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

EXCEPTING therefrom the East one-half of said North half.

72 3738

Affix IRS

Dated: July 21, 1978

James K. F. Chun
JAMES K. F. CHUN

Subscribing Witness:

Florence G. S. Chun
FLORENCE G. S. CHUN

GRANTOR(S)

HAWAII

STATE OF CALIFORNIA

COUNTY OF HONOLULU

ss.

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

COUNTY OF

ss.

On July 21, 1978 before me, the undersigned, a Notary Public in and for the State of Hawaii, personally appeared

JAMES K. F. CHUN and FLORENCE G. S. CHUN

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

WITNESS my hand and official seal.

(Seal)

Carole L. K. Lee

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

My commission expires: 3/20/82

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 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

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

WITNESS my hand and official seal.

(Seal)

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

Exhibit "H"
of minutes
State Public Works Board
August 29, 1978

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

(Parcels 2923 and 2924A - 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.

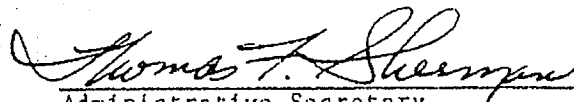
<u>Parcel Number</u>	<u>Date of Agreement</u>	<u>Date of Conveyance</u>	<u>Grantor</u>
2923	8/25/78	8/25/78	W and B Land Investments, Inc., a California Corporation dba Benton Investment Group
2924A	7/21/78	7/21/78	James K. F. and Florence G. S. Chun

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 29, 1978.

WITNESS my hand this 29th day of August, 1978.


Administrative Secretary
State Public Works Board

78-1273957

Memorandum

Date : April 2, 1979

File No. : DBP-379

To : Office of the Director
Department of Parks and Recreation
1416 Ninth Street, 14th Floor
Sacramento, CA 95814Attention Jack Harrison, Chief
Acquisitions DivisionSubject : TRANSFER OF JURISDICTION
Parks and Recreation
Antelope Buttes Poppy
Preserve, Parcel 2924AFrom : 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.

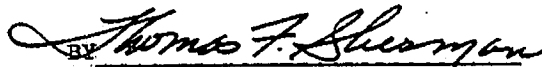
The Department of Parks and Recreation having determined that the subject parcel is needed for the purpose for which acquired as of the date hereof, the Director of General Services, acting pursuant to the Property Acquisition Law, transfers jurisdiction of the subject parcel of real property to the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

THOMAS F. SHERMAN
Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

DEPARTMENT OF PARKS AND RECREATION

BY DATE 4-19-79



*Parcel
2924A*

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

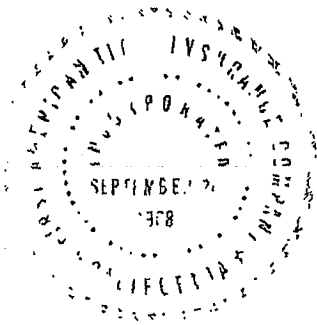
SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures the Insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule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

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

and in addition, as to an insured lender only:

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

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



First American Title Insurance Company

BY *[Signature]* PRESIDENT

ATTEST *[Signature]* SECRETARY

72 3738

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, Examination
and Title Insurance \$47.69

Amount of Insurance: \$16,000.00

Policy No. TOR 1-307975

Date of Policy: November 15, 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. 139337-18

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 now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

SCHEDULE B

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

Part Two:

1. SUPPLEMENTAL TAXES, IF ANY, FOR THE FISCAL YEAR 1978-1979, A LIEN, THE AMOUNTS OF WHICH HAVE NOT YET BEEN DISCLOSED, BUT WHICH WILL BE DELINQUENT AFTER APRIL 10, 1979.
 - 1a. General and special county taxes for the fiscal year 1978-1979, in the amount of \$118.28.
2. An easement for public utilities and incidental purposes, as granted to Southern California Edison Company, a corporation, in deed recorded May 1, 1947 as Instrument No. 2791 over the westerly 5 feet of said land.
3. An easement for public street, road or highway purposes as provided in the deed recorded March 5, 1970 as Instrument No. 2280 over the northerly 50 feet of said land.

SCHEDULE C

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

The North one-half of the Northwest quarter of the Northwest quarter of Section 5, Township 7 North, Range 14 West, San Bernardino Base and Meridian, in the office of the County recorder of said county.

EXCEPT therefrom the East one-half of said North half.

INDORSEMENT

Attached to Policy No. TOR 1-307975

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

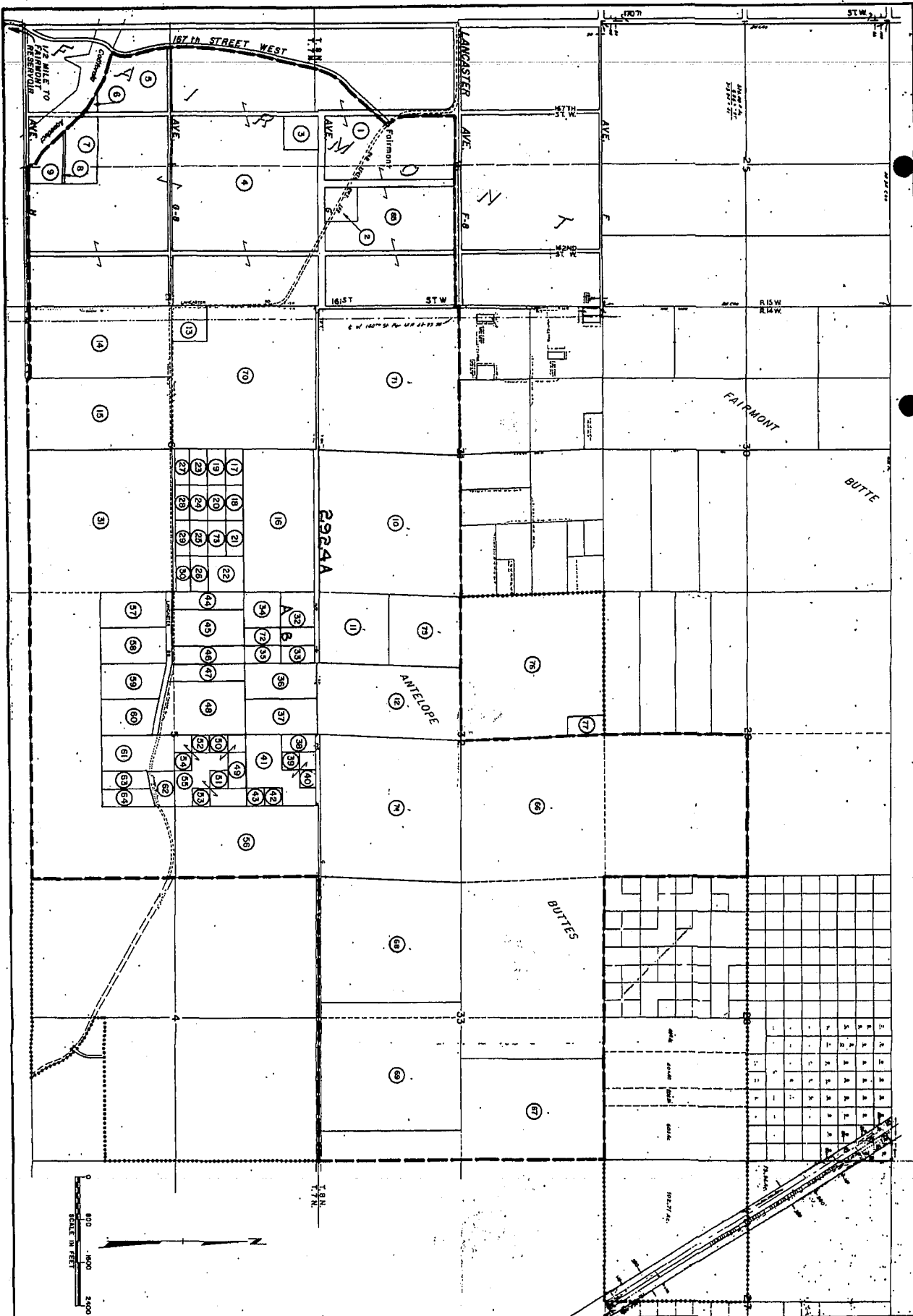
All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its home office at 421 North Main Street, Santa Ana, California, 92701, or to the office which issued this policy.

POLICY OF TITLE INSURANCE

FIRST AMERICAN

First American Title Insurance Company

HOME OFFICE: SANTA ANA CALIFORNIA



283 SHEET NO.	13971 DRAWING NO.	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 R.E.S. PARCEL NO. 3. ADDED PARCEL NUMBERS 76 & 77 4. ADDED R.E.S. PCL NO'S 3249, 3250, 3252		DATE 3-12-75 3-23-76 6-5-76 11-3-77		DESIGNED M. L. STANLEY DRAWN MARGARET LITZ CHECKED March 1976	
		ACQUISITION PLAN		APPROVED: <i>[Signature]</i> DIRECTOR		DATE: 1/1/76		DOCUMENT FILE			

