

EXHIBIT E

419.8-560

Stewart Title

94 548432

1 Recording Requested By:

2 State of California - Official Business
3 Document Entitled to Free Recordation
4 Pursuant to Govt. Code Section 6103
5 Not Subject to California
6 Documentary Stamp Act

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
MAR 21 1994 AT 8 A.M.

5 When Recorded Mail To:

6 Department of General Services
7 Office of Real Estate and Design Services
8 400 R Street, Suite 5000
9 Sacramento, CA 95814

8 PRG-414

9 Space above for Recorder's Use

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FREE 2

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GRANT DEED

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THE UNDERSIGNED, LAUREN M. HANDLEY, EXECUTOR OF THE ESTATE OF

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ARTHUR B. RIPLEY, hereby gives and grants to the STATE OF CALIFORNIA all that

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certain real property in the County of Los Angeles, State of California,

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described as follows:

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Section 29, Township 8 North, 15 West, San Bernardino Base
and Meridian, more particularly described on Exhibit "A"
attached hereto and made a part hereof.

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This grant is made upon the condition subsequent that said property

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shall be used only for public park purposes and purposes not inconsistent

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therewith, and upon breach of such condition Marlene Gilmore, John Vezarian,

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Joyce Cidells and Jean Showalter or the survivor or survivors of them shall

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have a power of termination pursuant to Civil Code Section 885.010 et seq.

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The failure to exercise their power of termination on occurrence of such a

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breach in any one or more instances shall not be deemed a waiver of such

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1 condition, provided however that no cause of action by Grantor or holders of
2 the power against Grantee, by reason of such breach, shall survive the
3 exercise of said power of termination.

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IN WITNESS WHEREOF, the undersigned has executed this instrument
this 13 day of January, 1993

Lauren M. Handley
Lauren M. Handley, Executor

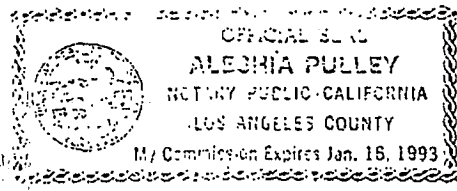
Any certificate of acknowledgement taken within this state shall be in substantially the following form:

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

72-5583

On 1-13-93 before me, a notary public in and for said state, personally appeared
Lauren M. Handley

personally known to me or (or proved to me on the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he or she executed the same in the capacity(ies) indicated
at the signature point.



WITNESS my hand and official seal.

Signature Aleshia Pulley

Capacity of Signatory Dortary

(Seal)

Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws
of the place where the acknowledgment is made.

3403 (R12/90)3

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EXHIBIT-A

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DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 15 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPT THAT PORTION OF SAID SECTION 29 LYING SOUTHWESTERLY OF A LINE PARALLEL TO AND DISTANT 50 FEET NORTHEASTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, DISTANT 138.6 FEET NORTH FROM THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 76 DEGREES 9' EAST TO A POINT ON THE SOUTH LINE THEREOF, 533.6 FEET EAST FROM THE SOUTHWEST CORNER THEREOF, AND THE NORTHWESTERLY AND SOUTHEASTERLY PROLONGATION OF SAID LINE.

EXCEPTING THEREFROM ALL MINERALS, OIL, PETROLEUM, ASPHALTUM AND RIGHTS IN RELATION THERETO AND THE RIGHT TO MINE, DIG OR BORE FOR SAME, ALSO CONVENIENT RIGHT OF WAY AND STORAGE OVER AND WITHIN THE SURFACE OF SAID LAND, AS PROVIDED IN THE DEED FROM THE SOUTHERN TRUST COMPANY, A CORPORATION, RECORDED OCTOBER 7, 1911 IN BOOK 4717, PAGE 298 OF DEEDS.

ALSO EXCEPT THEREFROM THAT PORTION OF SECTION 29 INCLUDED WITHIN THE DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 27, 1967 AS INSTRUMENT NO. 307 MORE PARTICULARLY DESCRIBED AS:

THAT PORTION OF SECTION 29, AND THAT PORTION OF THE EASTERLY 66-2/3 ACRES, MORE OR LESS, OF THE NORTHEAST QUARTER OF SECTION 32, ALL IN TOWNSHIP 8 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID SECTION 32, SAID POINT BEING DISTANT THEREON SOUTH 0 DEGREES 44' 16" EAST, 126.44 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32; THENCE ALONG SAID EASTERLY LINE SOUTH 0 DEGREES 44' 16" EAST, 1098.30 FEET; THENCE NORTH 23 DEGREES 47' 11" WEST, 1105.59 FEET; THENCE NORTH 33 DEGREES 03' 00" WEST, 576.28 FEET; THENCE NORTH 42 DEGREES 18' 47" WEST, 2023.19 FEET; THENCE NORTH 58 DEGREES 47' 54" WEST, 1015.90 FEET; THENCE NORTH 75 DEGREES 17' 02" WEST, 1730.03 FEET; THENCE NORTH 84 DEGREES 48' 00" WEST, 591.86 FEET; THENCE SOUTH 85 DEGREES 41' 02" WEST, 39.09 FEET TO A POINT IN THE WESTERLY LINE OF SAID SECTION 29, DISTANT ALONG SAID WESTERLY LINE SOUTH 0 DEGREES 12' 09" EAST, 2505.49 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 29; THENCE ALONG SAID WESTERLY LINE NORTH 0 DEGREES 12' 09" WEST, 411.06 FEET; THENCE NORTH 85 DEGREES 41' 02" EAST, 378.39 FEET; THENCE SOUTH 75 DEGREES 17' 02" EAST, 2098.82 FEET; THENCE EASTERLY ALONG A

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TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2200.00 FEET, THROUGH AND ANGLE OF 11 DEGREES 54' 55", AN ARC DISTANCE OF 457.51 FEET; THENCE NORTH 38 DEGREES 25' 39" EAST, 70.30 FEET TO THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF LANCASTER ROAD, AS DESCRIBED IN A RESOLUTION OF RELINQUISHMENT TO THE COUNTY OF LOS ANGELES, RECORDED MAY 12, 1955, IN BOOK 47760, PAGE 214 OF OFFICIAL RECORDS OF SAID COUNTY, SAID LANCASTER ROAD, 60.00 FEET WIDE, SHOWN ON COUNTY SURVEYOR'S MAP NO. B-1422-2, OF SAID COUNTY, AND SAID CERTAIN COURSE BEING PARALLEL WITH AND DISTANT SOUTHWESTERLY 29.99 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE, OF SAID LANCASTER ROAD, SHOWN ON SAID MAP AS NORTH 51 DEGREES 50' 25" WEST, 350.80 FEET; THENCE ALONG SAID SOUTHWESTERLY LINE THROUGH THE FOLLOWING SEVEN COURSES:

- 1) SOUTH 51 DEGREES 34' 21" EAST, 151.22 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2529.44 FEET; THENCE
- 2) SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH AN ANGLE OF 3 DEGREES 24' 25", AN ARC DISTANCE OF 150.41 FEET; THENCE
- 3) TANGENT SOUTH 54 DEGREES 58' 46" EAST, 32.42 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1969.57 FEET; THENCE
- 4) SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH AN ANGLE OF 13 DEGREES 43' 50", AN ARC DISTANCE OF 471.99 FEET; THENCE
- 5) TANGENT TO SAID LAST MENTIONED CURVE SOUTH 41 DEGREES 14' 56" EAST, 818.56 FEET; THENCE
- 6) SOUTH 42 DEGREES 48' 11" EAST, 1465.64 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 679.85 FEET; THENCE
- 7) SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH AN ANGLE OF 8 DEGREES 45' 04", AN ARC DISTANCE OF 103.84 FEET;

THENCE SOUTH 38 DEGREES 26' 46" WEST, 16.47 FEET; THENCE SOUTH 23 DEGREES 47' 11" EAST, 457.04 FEET TO THE POINT OF BEGINNING.

A BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTIONS ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5.

ALSO EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

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COMMENCING AT A 1-1/2-INCH IRON PIPE WITH BRASS CAP MARKED M2-148 SET AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "THENCE NORTH 42 DEGREES 18' 47" WEST, 2023.19 FEET" IN THE GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 27, 1967, AS INSTRUMENT NO. 307 IN BOOK D3594, PAGE 277 OF OFFICIAL RECORDS OF SAID COUNTY, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS SOUTH 70 DEGREES 03' 00" EAST 241.259 METRES (791.53 FEET); THENCE FROM SAID POINT OF COMMENCEMENT ALONG SAID COURSE, NORTH 42 DEGREES 18' 47" WEST 82.558 METRES (270.86 FEET) TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, LEAVING SAID COURSE, SOUTH 47 DEGREES 41' 13" WEST 145.902 METRES (478.68 FEET); THENCE SOUTH 84 DEGREES 41' 13" WEST 85.045 METRES (279.02 FEET); THENCE NORTH 05 DEGREES 18' 47" WEST 21.336 METRES (70.00 FEET); THENCE NORTH 84 DEGREES 41' 13" EAST 24.384 METRES (80.00 FEET); THENCE NORTH 47 DEGREES 41' 13" EAST 172.365 METRES (565.50 FEET); THENCE NORTH 02 DEGREES 41' 14" EAST 12.933 METRES (42.43 FEET) TO A POINT OF INTERSECTION WITH SAID COURSE DESCRIBED IN INSTRUMENT NO. 307, SAID POINT BEING SOUTH 42 DEGREES 18' 47" EAST 118.939 METRES (390.22 FEET) FROM A 1-1/2-INCH IRON PIPE WITH BRASS CAP MARKED M2-146A SET ON SAID CERTAIN COURSE; THENCE ALONG SAID COURSE SOUTH 42 DEGREES 18' 47" EAST 62.691 METRES (205.68 FEET) TO THE TRUE POINT OF BEGINNING.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE V.

ALSO EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, AND THAT PORTION OF THE EASTERLY 66-2/3 ACRES, MORE OR LESS, OF THE NORTHEAST QUARTER OF SECTION 32, ALL IN TOWNSHIP 8 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LANCASTER ROAD, AS DESCRIBED IN A RESOLUTION OF RELINQUISHMENT TO THE COUNTY OF LOS ANGELES, RECORDED MAY 12, 1955, IN BOOK 47760, PAGE 214, OFFICIAL RECORDS OF SAID COUNTY, SAID LANCASTER ROAD, 60.00 FEET WIDE, SHOWN ON COUNTY SURVEYOR'S MAP NO. B-1422-2, OF SAID COUNTY, ALSO LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE.

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 23 DEGREES 47' 11" EAST 1800.18 FEET" IN PARCEL NO. 3-681, UNIT 1 IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 7, 1966, IN BOOK D3448 AT PAGE 618, OFFICIAL RECORDS OF SAID COUNTY, ALSO MARKED BY A 2-INCH IRON PIPE WITH BRASS CAP STAMPED M2-173, COORDINATES FOR SAID POINT OF BEGINNING ARE Y=451,856.09 AND X=1,855,527.24, THENCE FROM SAID POINT OF BEGINNING NORTH 23 DEGREES 47' 11" WEST 687.999 METRES (2,257.23 FEET), TO A POINT MARKED BY A 2-INCH IRON PIPE WITH BRASS CAP STAMPED M2-171; THENCE NORTH 38 DEGREES 26' 46" EAST 5.020 METRES (16.47 FEET) TO A POINT BEING THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 38 DEGREES

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26' 46" WEST, 16.47 FEET" IN PARCEL NO. 3-680 AND 3-2629 IN THE DEED TO THE STATE OF CALIFORNIA RECORDED MARCH 27, 1967 IN BOOK D3594 AT PAGE 277, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT MARKED BY A 2-INCH IRON PIPE WITH BRASS CAP STAMPED M2-169, ALSO BEING A POINT IN THE SOUTHWESTERLY BOUNDARY OF LANCASTER ROAD, AS DESCRIBED IN SAID BOOK 47760 AT PAGE 214, OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING THE END OF THE HEREIN DESCRIBED LINE.

COORDINATES, BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE V.

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CERTIFICATE OF ACCEPTANCE

PROJECT: Antelope Valley California Poppy Reserve

PARCEL: PRG-414

This is to certify that the interest in real property conveyed by the deed dated January 13, 1993 from Lauren M. Handley, Executor _____, to the State of California, a governmental agency, is hereby accepted by order of the Director of the Department of Parks and Recreation, pursuant to California Public Resources Code Section 5005, and the Grantee consents to the recordation of said conveyance.

Date: 1/25/93

DEPARTMENT OF PARKS AND RECREATION

By Donald W. Murphy

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

Date: 7-2-93

DEPARTMENT OF FINANCE

By Dennis Andy

0-1496Q

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

NOTIFICATION OF REAL PROPERTY TRANSFER

REVISION:
10/18/95

Daniel C. Preece
Angeles District

DATE August 11, 1994

Addition (Gift)
 Disposal

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

DISTRICT/UNIT NO. 595 919/568		UNIT NAME RIPLEY DESERT WOODLANDS Antelope Valley Poppy Reserve		PARCEL HISTORY NO. 72-5583
ACQUISITION PLAN NO. 24798	COUNTY Los Angeles	LAND ACREAGE 566.08	PRG-414	CREDS PARCEL NO. -
GRANTOR Lauren M. Handley, Executor of the Estate of Arthur B. Ripley				MINERAL RIGHTS No
DATE RECORDED 03/21/1994	RECORDING DATA Doc. No. 94-548432		<input checked="" type="checkbox"/> Transfer of Jurisdiction	Date: 01/31/1993
METHOD OF ACQUISITION <input checked="" type="checkbox"/> Deed <input checked="" type="checkbox"/> Gift <input type="checkbox"/> Exchange <input type="checkbox"/> Condemnation			<input type="checkbox"/> Improved	<input type="checkbox"/> Unimproved
ESTABLISHED VALUE		STATE FUNDS EXPENDED		
Land	\$ 300,000.00	Land	\$	
Improvements		Improvements		
TOTAL	\$ 300,000.00	TOTAL	\$	-0-

FUND SOURCE

SUPPORTING DOCUMENTS

Instrument of Conveyance Policy of Title Insurance Acquisition Plan Encumbrances*

REMARKS

This grant is made upon the condition subsequent that said property shall be used only for public park purposes.

~~USE POLICY OF TITLE INSURANCE.~~

ACQUISITION SECTION

Ann O'Connor

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

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

NOTIFICATION OF REAL PROPERTY TRANSFER

TO: Daniel C. Preece
Angeles District

DATE August 11, 1994

Addition (Gift)
 Disposal

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

			PARCEL HISTORY NO. 72-5583
DISTRICT/UNIT NO. 919/560	UNIT NAME Antelope Valley Poppy Reserve	DBP/PRG/SSL NO. PRG-414	OREDS PARCEL NO. -
ACQUISITION PLAN NO. 24798	COUNTY Los Angeles	LAND ACREAGE 566.08	WATER FRONTAGE: <input type="checkbox"/> Ocean <input type="checkbox"/> Lake <input type="checkbox"/> River <input type="checkbox"/> None
GRANTOR Lauren M. Handley, Executor of the Estate of Arthur B. Ripley			MINERAL RIGHTS No
DATE RECORDED 03/21/1994	RECORDING DATA Doc. No. 94-548432	<input checked="" type="checkbox"/> Transfer of Jurisdiction Date: <input type="checkbox"/> Certificate of Acceptance 01/31/1993	
METHOD OF ACQUISITION <input checked="" type="checkbox"/> Deed <input checked="" type="checkbox"/> Gift <input type="checkbox"/> Exchange <input type="checkbox"/> Condemnation		<input type="checkbox"/> Improved <input type="checkbox"/> Unimproved	
ESTABLISHED VALUE		STATE FUNDS EXPENDED	
Land	\$ 300,000.00	Land	\$
Improvements		Improvements	
TOTAL	\$ 300,000.00	TOTAL	\$ -0-

FUND SOURCE

SUPPORTING DOCUMENTS

Instrument of Conveyance Policy of Title Insurance Acquisition Plan Encumbrances*

REMARKS

This grant is made upon the condition subsequent that said property shall be used only for public park purposes.

*SEE POLICY OF TITLE INSURANCE.

ACQUISITION SECTION

Ann O'Connor

Original — District; Copies — Acquisition Project Manager, Survey/Ownership, and Central Records

Memorandum

Date : July 8, 1994

File No.: PRG-414

To : Warren Westrup
Manager, Acquisition Section
Department of Parks and Recreation
1416 - 9th Street, Room 943
Sacramento, CA 95814
A-50

From : Department of General Services - Office of Real Estate and Design Services (C-8)
400 R Street, Suite 5000, Sacramento, CA 95814

Subject: DEPARTMENT OF PARKS AND RECREATION - ANTELOPE VALLEY POPPY RESERVE -
GIFT DEED FROM THE ESTATE OF ARTHUR B. RIPLEY

Attached are the following:

1. Four (4) xerox copies of the Gift Deed recorded March 21, 1994 from the Estate of Arthur B. Ripley to the State of California.
2. Four (4) copies of the Policy of Title Insurance in the amount of \$300,000 covering item 1 above.

Originals of the documents were sent to the Statewide Property Inventory 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.



RONALD E. THROP
Senior Real Estate Officer

RET:TKG:sjl:3:A3:PRG-414

Attachments

cc: Trevor K. Gutierrez

PLI No.: 72 5583
Parks Drawing No.: 24798
Area: 566.08 Acres
APN: 3236-160-04 and 05

WORKING INSTRUCTIONS
IDS-204 (12/88)

INSTRUCTIONS

To be used by Program Management, Surplus Sales and By State Leases for projects commenced and projects completed.

Surplus Sales - Prepare in Quadruplicate.

By State Leases - Prepare in Triplicate.

Program Management - Prepare in Quadruplicate.

JULY 18, 1994

DATE
~~August 4, 1989~~

CM Office of Real Estate and Design Services 400 P Street, Suite 3110 Sacramento, CA 95814-5318	CHECK APPROPRIATE TYPE OF WORK <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LEASE <input type="checkbox"/> GOVERNMENT CODE (SPECIFY): <input type="checkbox"/> LEGISLATION (SPECIFY):
PLEASE SPECIFY <input checked="" type="checkbox"/> Accounting and Financial Services Department of General Services ATTENTION:	<input checked="" type="checkbox"/> FILE

The Office of Real Estate and Design Services has COMMENCED COMPLETED (ACCEPT NO FURTHER CHARGES) WORK ON THE ABOVE

PROJECT NO./LEASE NO. PRG-414	AGENCY PARKS AND RECREATION	IF LEASE, STATE COUNTY
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OTHER PARTY INVOLVED/CONVEYED TO
Estate of Archie Ripley

PROJECT DESCRIPTION
 ANTELOPE VALLEY POPPY RESERVE
 LOS ANGELES COUNTY

Gift Deed *84-19-002 Rev. 10/30/90*
 Interagency Agreement IAA ~~40-44-003~~ *EQW*

CHARGES TO
 Parks and Recreation
 ASSIGNED TO
 Program Management
John Whelan
 JOHN WHELAN
 REAL ESTATE OFFICER

INVENTOR
Ken Mitchell

POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

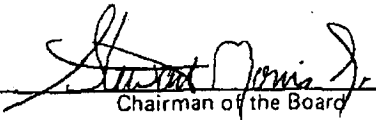
1. Title to the estate or interest described in Schedule A, being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

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

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

Signed under seal for the Company, but this Policy is to be valid only when it bears an authorized countersignature.


 Chairman of the Board
 Countersigned by:

STEWART TITLE
GUARANTY COMPANY


 President



Authorized Signatory

Company

City, State

72-5583

Page 1 of Policy Serial No. CNJP-1597-

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had value paid for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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 would have had against the named insured, those who succeed to the interest of the named 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 the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

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

(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" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(f) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

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

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title by Insured Lender.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal

manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental 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.

(b) **After Conveyance of Title by an Insured.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

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

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (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 prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

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

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990

SCHEDULE A

GF OR

ORDER NO.: 04439775

CHARGE: \$1160.00, 230, V

EFFECTIVE DATE: MAR 21, 1994 AT 8:00 A.M. POLICY NO.: CNJPLA 1597-226457

AMOUNT: \$300,000.00

1. NAME OF INSURED: STATE OF CALIFORNIA
2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS POLICY IS:

A FEE
3. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF POLICY VESTED IN:

STATE OF CALIFORNIA

GLTA STANDARD COVERAGE POLICY - 1990

SCHEDULE A

PART II

4. THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 15 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPT THAT PORTION OF SAID SECTION 29 LYING SOUTHWESTERLY OF A LINE PARALLEL TO AND DISTANT 50 FEET NORTHEASTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, DISTANT 138.6 FEET NORTH FROM THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 76 DEGREES 9' EAST TO A POINT ON THE SOUTH LINE THEREOF, 533.6 FEET EAST FROM THE SOUTHWEST CORNER THEREOF, AND THE NORTHWESTERLY AND SOUTHEASTERLY PROLONGATION OF SAID LINE.

EXCEPTING THEREFROM ALL MINERALS, OIL, PETROLEUM, ASPHALTUM AND RIGHTS IN RELATION THERETO AND THE RIGHT TO MINE, DIG OR BORE FOR SAME, ALSO CONVENIENT RIGHT OF WAY AND STORAGE OVER AND WITHIN THE SURFACE OF SAID LAND, AS PROVIDED IN THE DEED FROM THE SOUTHERN TRUST COMPANY, A CORPORATION, RECORDED OCTOBER 7, 1911 IN BOOK 4717 PAGE 298 OF DEEDS.

ALSO EXCEPT THEREFROM THAT PORTION OF SECTION 29 INCLUDED WITHIN THE DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 27, 1967 AS INSTRUMENT NO. 307 MORE PARTICULARLY DESCRIBED AS:

THAT PORTION OF SECTION 29, AND THAT PORTION OF THE EASTERLY 66-2/3 ACRES, MORE OR LESS, OF THE NORTHEAST QUARTER OF SECTION 32, ALL IN TOWNSHIP 8 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID SECTION 32, SAID POINT BEING DISTANT THEREOF SOUTH 0 DEGREES 44' 16" EAST, 126.44 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32; THENCE ALONG SAID EASTERLY LINE SOUTH 0 DEGREES 44' 16" EAST, 1098.30 FEET; THENCE NORTH 23 DEGREES 47' 11" WEST, 1105.59 FEET; THENCE NORTH 33 DEGREES 03' 00" WEST, 576.28 FEET; THENCE NORTH 42 DEGREES 18' 47" WEST, 2023.19 FEET; THENCE NORTH 58 DEGREES 47' 54" WEST, 1015.90 FEET; THENCE NORTH 75 DEGREES 17' 02" WEST, 1730.03 FEET; THENCE NORTH 84 DEGREES 48' 00" WEST, 591.86 FEET; THENCE SOUTH 85 DEGREES 41' 02" WEST, 39.09 FEET TO A POINT IN THE WESTERLY LINE OF SAID SECTION 29, DISTANT ALONG SAID WESTERLY LINE SOUTH 0 DEGREES 12' 09" EAST, 2505.49 FEET FROM

CLTA STANDARD COVERAGE POLICY - 1990

THE NORTHWEST CORNER OF SAID SECTION 29; THENCE ALONG SAID WESTERLY LINE NORTH 0 DEGREES 12' 09" WEST, 411.06 FEET; THENCE NORTH 85 DEGREES 41' 02" EAST, 378.39 FEET; THENCE SOUTH 75 DEGREES 17' 02" EAST, 2098.82 FEET; THENCE EASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2200.00 FEET, THROUGH AN ANGLE OF 11 DEGREES 54' 55", AN ARC DISTANCE OF 457.51 FEET; THENCE NORTH 38 DEGREES 25' 39" EAST, 70.30 FEET TO THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF LANCASTER ROAD, AS DESCRIBED IN A RESOLUTION OF RELINQUISHMENT TO THE COUNTY OF LOS ANGELES, RECORDED MAY 12, 1955, IN BOOK 47760 PAGE 214 OF OFFICIAL RECORDS OF SAID COUNTY, SAID LANCASTER ROAD, 60.00 FEET WIDE, SHOWN ON COUNTY SURVEYOR'S MAP NO. B-1422-2, OF SAID COUNTY, AND SAID CERTAIN COURSE BEING PARALLEL WITH AND DISTANT SOUTHWESTERLY 29.99 FEET, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE, OF SAID LANCASTER ROAD, SHOWN ON SAID MAP AS NORTH 51 DEGREES 50' 25" WEST, 350.80 FEET; THENCE ALONG SAID SOUTHWESTERLY LINE THROUGH THE FOLLOWING SEVEN COURSES:

- 1) SOUTH 51 DEGREES 34' 21" EAST, 151.22 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2529.44 FEET; THENCE
- 2) SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH AN ANGLE OF 3 DEGREES 24' 25", AN ARC DISTANCE OF 150.41 FEET; THENCE
- 3) TANGENT SOUTH 54 DEGREES 58' 46" EAST, 32.42 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1969.57 FEET; THENCE
- 4) SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH AN ANGLE OF 13 DEGREES 43' 50", AN ARC DISTANCE OF 471.99 FEET; THENCE
- 5) TANGENT TO SAID LAST MENTIONED CURVE SOUTH 41 DEGREES 14' 56" EAST, 818.56 FEET; THENCE
- 6) SOUTH 42 DEGREES 48' 11" EAST, 1465.64 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 679.85 FEET; THENCE
- 7) SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH AN ANGLE OF 8 DEGREES 45' 04", AN ARC DISTANCE OF 103.84 FEET;

THENCE SOUTH 38 DEGREES 26' 46" WEST, 16.47 FEET; THENCE SOUTH 23 DEGREES 47' 11" EAST, 457.04 FEET TO THE POINT OF BEGINNING.

A BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTIONS ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5.

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ALSO EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT A 1-1/2-INCH IRON PIPE WITH BRASS CAP MARKED M2-148 SET AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "THENCE NORTH 42 DEGREES 18' 47" WEST, 2023.19 FEET" IN THE GRANT DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 27, 1967, AS INSTRUMENT NO. 307 IN BOOK D3594, PAGE 277 OF OFFICIAL RECORDS OF SAID COUNTY, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS SOUTH 70 DEGREES 03' 00" EAST 241.259 METERS (791.53 FEET); THENCE FROM SAID POINT OF COMMENCEMENT ALONG SAID COURSE; NORTH 42 DEGREES 18' 47" WEST 82.558 METERS (270.86 FEET) TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, LEAVING SAID COURSE, SOUTH 47 DEGREES 41' 13" WEST 145.902 METERS (478.68 FEET); THENCE SOUTH 84 DEGREES 41' 13" WEST 85.04 METERS (279.02 FEET); THENCE NORTH 05 DEGREES 18' 47" WEST 21.336 METERS (70.00 FEET); THENCE NORTH 84 DEGREES 41' 13" EAST 24.384 METERS (80.00 FEET); THENCE NORTH 47 DEGREES 41' 13" EAST 172.365 METERS (565.50 FEET); THENCE NORTH 02 DEGREES 41' 14" EAST 12.933 METERS (42.43 FEET) TO A POINT OF INTERSECTION WITH SAID COURSE DESCRIBED IN INSTRUMENT NO. 307, SAID POINT BEING SOUTH 42 DEGREES 18' 47" EAST 118.939 METERS (390.22 FEET) FROM A 1-1/2-INCH IRON PIPE WITH BRASS CAP MARKED M2-146A SET ON SAID CERTAIN COURSE; THENCE ALONG SAID COURSE SOUTH 42 DEGREES 18' 47" EAST 62.691 METERS (205.68 FEET) TO THE TRUE POINT OF BEGINNING.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE V.

ALSO EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, AND THAT PORTION OF THE EASTERLY 66-2/3 ACRES, MORE OR LESS, OF THE NORTHEAST QUARTER OF SECTION 32, ALL IN TOWNSHIP 8 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LANCASTER ROAD, AS DESCRIBED IN A RESOLUTION OF RELINQUISHMENT TO THE COUNTY OF LOS ANGELES, RECORDED MAY 12, 1955 IN BOOK 47760, PAGE 214, OFFICIAL RECORDS OF SAID COUNTY, SAID LANCASTER ROAD, 60.00 FEET WIDE, SHOWN ON COUNTY SURVEYOR'S MAP NO. B-1422-2, OF SAID COUNTY, ALSO LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE.

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 23 DEGREES 47' 11" EAST 1800.18 FEET" IN PARCEL NO. 3-681, UNIT 1 IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 7, 1966 IN BOOK D3448 AT PAGE 618, OFFICIAL RECORDS OF SAID COUNTY, ALSO MARKED BY A 2-INCH IRON PIPE WITH BRASS CAP STAMPED M2-173, COORDINATES FOR SAID POINT OF BEGINNING ARE Y=451,856.09 AND X=1,855,527.24, THENCE FROM SAID POINT OF BEGINNING NORTH 23 DEGREES 47' 11" WEST 687.999 METERS

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(2,257.23 FEET), TO A POINT MARKED BY A 2-INCH IRON PIPE WITH BRASS CAP STAMPED M2-171; THENCE NORTH 38 DEGREES 26' 46" EAST 5.020 METERS (16.47 FEET) TO A POINT BEING THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 38 DEGREES 26' 46" WEST, 16.47 FEET" IN PARCEL NO. 3-680 AND 3-2529 IN THE DEED TO THE STATE OF CALIFORNIA RECORDED MARCH 27, 1967 IN BOOK D3594 AT PAGE 277, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT MARKED BY A 2-INCH IRON PIPE WITH BRASS CAP STAMPED M2-169, ALSO BEING A POINT IN THE SOUTHWESTERLY BOUNDARY OF LANCASTER ROAD, AS DESCRIBED IN SAID BOOK 47760 AT PAGE 214, OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING THE END OF THE HEREIN DESCRIBED LINE.

COORDINATES, BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE V.

SCHEDULE B

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

PART 1

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.

PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.

2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.

3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A) (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

CLTA STANDARD COVERAGE POLICY - 1990

SCHEDULE B

PART II

1. RESERVATION CONTAINED IN U.S. PATENT, ISSUED TO SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED DECEMBER 26, 1903 IN BOOK 10 PAGE 240 OF PATENTS.

2/ 2. RESERVATIONS AND EXCEPTION OF ALL MINERALS, OIL, PETROLEUM, ASPHALTUM AND RIGHTS IN RELATION THERETO, AND THE RIGHT TO MINE, DIG OR BORE FOR SAME, ALSO CONVENIENT RIGHTS OF WAY AND STORAGE OVER AND WITHIN THE SURFACE OF SAID LAND, AS PROVIDED IN THE DEED FROM THE SOUTHERN TRUST COMPANY, A CORPORATION, RECORDED OCTOBER 7, 1911 IN BOOK 4717 PAGE 298 OF DEEDS.

E1 3. AN EASEMENT IN FAVOR OF THE PUBLIC OVER ANY PORTION INCLUDED WITHIN LANCASTER ROAD, AS DISCLOSED BY A RESOLUTION OF RELINQUISHMENT IN FAVOR OF THE COUNTY OF LOS ANGELES RECORDED MAY 12, 1955 IN BOOK 47760 PAGE 214, OFFICIAL RECORDS.

4. AN EASEMENT IN FAVOR OF THE PUBLIC OVER ANY PORTION INCLUDED IN ROADS.

E-2 5. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
 IN FAVOR OF | STATE OF CALIFORNIA
 FOR | A DRAINAGE EASEMENT
 RECORDED | OCTOBER 10, 1967 AS INSTRUMENT NO. 490,
 OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

E-3 6. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
 IN FAVOR OF | STATE OF CALIFORNIA
 FOR | A DRAINAGE EASEMENT
 RECORDED | OCTOBER 10, 1967 AS INSTRUMENT NO. 491,
 OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

DWR LAND 7. THE MATTERS CONTAINED IN AN INSTRUMENT ENTITLED NOTICE OF CONSENT TO USE OF LAND DATED (NOT SHOWN) BY STATE OF DIRECTOR OF THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA UPON THE TERMS AND CONDITIONS AND COVENANTS THEREIN PROVIDED.

RECORDED | DECEMBER 8, 1983, OFFICIAL RECORDS
 INSTRUMENT NO. | 83-1452999

CLTA STANDARD COVERAGE POLICY - 1990

REFERENCE IS MADE TO SAID INSTRUMENT FOR PARTICULARS.

AND RE-RECORDED: MAY 23, 1984, AS INSTRUMENT NO. 83-617867, OF OFFICIAL RECORDS.

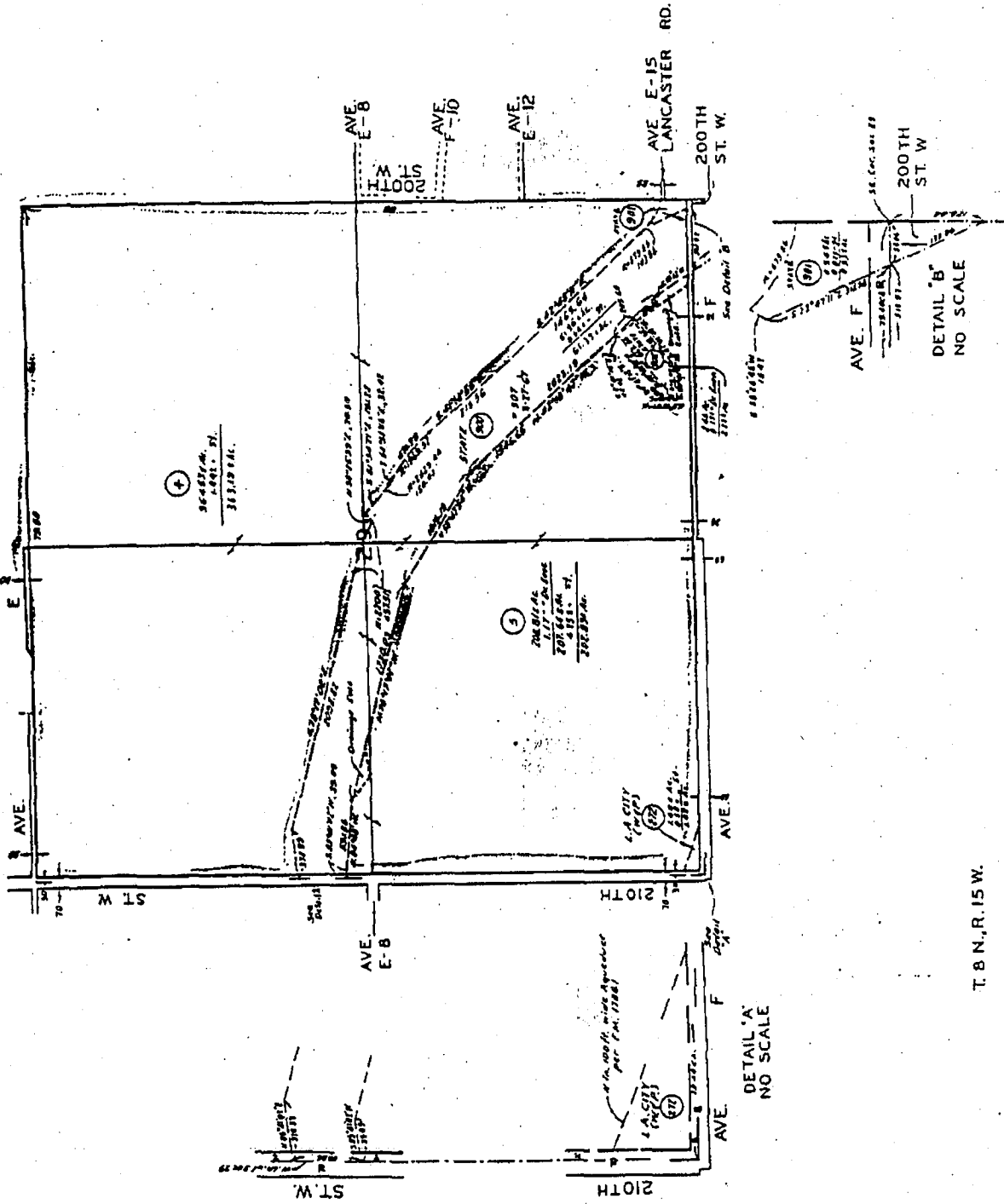
8. REVERSIONARY INTERESTS, AS PROVIDED IN THE ESTATE OF ARCHIE B. RIPLEY AKA ARTHUR RIPLEY AKA ART RIPLEY, DECEASED, SUPERIOR COURT CASE NO. P725148, LOS ANGELES COUNTY, IN THE EVENT THAT DISTRIBUTION TO THE STATE OF CALIFORNIA IS DECLINED OR IN THE EVENT SAID LAND IS NO LONGER USED FOR PUBLIC PARK PURPOSES.

REFERENCE IS MADE TO SAID COURT CASE FOR PARTICULARS.

9. COVENANTS, CONDITIONS AND RESTRICTIONS IN THE DEED,
|| (RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN ARE DELETED)

EXECUTED BY	LAUREN M. HANDLEY, EXECUTOR OF THE ESTATE OF ARTHUR B. RIPLEY
RECORDED	MARCH 21, 1994 AS INSTRUMENT NO. 94-548432, OFFICIAL RECORDS

Stewart Title



T. 8 N., R. 15 W.

This is not a survey of the land but is compiled for information from data shown only by official records.

CONDITIONS AND STIPULATIONS Continued
(continued from reverse side of Policy Face)

defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

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

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

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

7. DETERMINATION AND EXTENT OF LIABILITY.

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

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

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

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

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

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

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

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

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

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

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

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

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and 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 to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. PAYMENT OF LOSS.

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

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, 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.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) 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 by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a 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.

15. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029, and identify this policy by its printed policy serial number which appears on the bottom of the front of the first page of this policy.

DESIGNED _____
 DRAWN _____
 7/89 M.C.
 CHECKED _____
 0 MC DANIEL

APPROVED *[Signature]*
 DATE 8/1/78
 DEPARTMENT OF PARKS AND RECREATION
 RESOURCES AGENCY OF CALIFORNIA

ANTELOPE VALLEY CALIFORNIA POPPY RESERVE
 ACQUISITION PLAN

DRAWING NO. 24798
 SHEET NO. 1 OF 1
 PRG-414

