# STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

# NOTIFICATION OF PROPERTY TRANSFER

TO:	Ron Krueper			DATE: AU	G 1 2 2008
	Tehachapi District		•		
		Daal Busha ii	X FEE EASE	MENT T	ADDITION DISPOSAL
		Real Property Interest in Rea		70	Paro Histori N.
		To From the Dep	artment of Parks and		-003
District/Unit No.	Unit Name	4 C. II		DPR/DBP/PRG/SSL No.	OREDS Parcel No.
900/579	Antelope Valley Indian N		<u> </u>	13354 Water Frontage	10457
Acquisition Plan No.	1 .	and Acreage	10.00	•	N/A
29708	Los Angeles		10.00		Mineral Rights
Grantor Treasurer and	Tax Collector of Los Angeles	County			Acquired by DPR
Date Recorded	Recording Data			Transfer of Jurisdiction	: 5/15/2007
5/15/2007	Doc. #20071180762		h 1	Certificate of Acceptan	ce 3/15/2007
Method of Acquisition	X Tax Deed		Lease		Improved
Fee	Deed Gift	Exchange	Condemnation		X Unimproved
Established Value			State Funds Expended	• *	
Land	\$8,055.03		Land	\$8,055.03	
Improveme	nts N/A		Improvements	N/A	
TOTAL	\$8,055.03	ía.	TOTAL	\$8,055.03	
Fund Source		9	. 1 2	•	
157/03, 3790-3	01-6029(10), reapp. 47/06, 3	3790-491-60	029(10) = \$8,055.0	03	· ·
Supporting Documen			·		
Instrument o		Surplus/Dispos	sal Plan or ition Plan   X	*Encumbrances	X
Conveyance	X Title Insurance X	Acquis	ilion Pian  A	Efficumbiances	^
REMARKS					*
APN: 3363-00	4-042 I	Project Nam	e: TDL: County o	of Los Angeles	
Preliminary Po	licy of Title Insurance only (1	Γax Defaulte	ed Property Purcha	ase).	·
Chapter 8 Agre	eement No. 2520 in lieu of P	roperty Acq	uisition Agreemen	t. ,	
	•	•		•	
•			•		
*SEE POLICY OF T	TLE INSURANCE . A				
ACQUISITION AND Kim L. Snyder	REAL PROBERTY STRVICES DIVISION	ON			
Real Property Manag	ger/ yours grupul		*.*		

Original - District; Copies - Survey/Ownership, Central Records (ALL); SPLO (Leases only); Accounting (Disposals and Gifts only); Acq. Plan. (243 & map only), Acq. Cap. Outlay (243) DPR 243 (Rev. 06/03)

# **PROPERTY DATA SHEET**

ACQUIRING AGENCY: Department of Parks and Recreation

PARK UNIT: ANTELOPE VALLEY INDIAN MUSEUM SHP

AGENCY PARCEL NUMBERS: 13354

REAL PROPERTY NUMBER: 958

RESD PROJECT & PARCEL NUMBERS: 10457

COUNTY: Los Angeles

ASSESSOR'S PARCEL NUMBERS: 3363-004-042

PUBLIC WORKS BOARD DATE: (One-Step) 03/09/2007

PARCEL SIZE: 10.00 acres

GRANTOR: County of Los Angeles

RECORDING DATE: 05/15/2007

RECORDING NUMBER: Doc. 20071180762

INTEREST ACQUIRED: 100% fee

CONSIDERATION: \$8,055.03

<u>FUNDING AUTHORITY</u>: 157/03, 3790-301-6029(10)

as reap. 47/06, 3790-491-6029(10)

ACQUISITION PLAN DRAWING NUMBER: 29708

CONTACT PERSON: Carolyn Momsen

PARCEL HISTORY NUMBER (assigned by RESD): 72-6091

# Memorandum

Date :	OCT 0 2 2007		•	
Го :	Joe D. White, Real Estate Officer RESD - Statewide Property Inventory	·		
From :	Department of Parks and Recreation Acquisition and Real Property Services Division			
Subject :	Transmittal of Conveyance Documents for Statewide Pro	perty Inver	ntory	
UNIT:	Antelope Valley Indian Museum SHP	REAL PROF	ERTY NO.	958
PROJECT:	Tax Defaulted Land: County of Los Angeles		•	
AGENCY PA	RCEL NO(s): 13354			
TOTAL ACRI Fee:	EAGE Leasehold:		· ·	
PURCHASE	PRICE: \$8,055.03 GIFT VALUE		N/A ·	· · · · · · · · · · · · · · · · · · ·
FUNDING S 157/03, 3790	DURCE(s): 0-301-6029(10)/Prop. 40		AMOUNT PE	R FUND: \$8,055.03
		<u>.</u>		
ATTACHME	TOTAL:	-		\$8,055.03,
. 🗸	Original Conveyance Document Original Policy of Title Insurance  Chapter 8 Ag Property Date	reement No. 2 a Sheet uistion Summ		
REMARKS:	TURN A COPY OF THE REVISED PARCEL HISTORY REPORT TO TH	E		•

Kim L. Snyder

DEPARTMENT OF PARKS AND RECREATION, ATTENTION: KIM L. SNYDER,

REAL PROPERTY MANAGER, ACQUISITION AND REAL PROPERTY SERVICES DIVISION.

Real Property Manager Acquisition and Real Property

Services Division

Attachments

LAS 57 (4/95)

State of California • Arnold Schwarzenegger, Governor State and Consumer Services Agency

## DEPARTMENT OF GENERAL SERVICES

**Executive Office** 

707 Third Street • West Sacramento, CA 95605 • (916) 376-5000 • Fax (916) 376-5018 • www.dqs.ca.gov

Date:

January 3, 2007

To:

Carolyn Momsen Senior Land Agent

Department of Parks and Recreation

One Capitol Mall, Suite 500 Sacramento, CA 95814

From:

Department of General Services - Real Estate Services Division

Professional Services Branch

The Ziggurat, 707 Third Street, 5th Floor, West Sacramento, CA 95605

Subject:

**VALUE JUSTIFICATION MEMO** 

The Department of Parks and Recreation intends to purchase a tax delinquent parcel in the Antelope Valley area of Los Angeles County. The assessor parcel number is 3363-004-042 and it is classified as 10 acres of vacant desert land by the county. A preliminary title report was not available for review by this appraiser. Therefore, the availability of physical and legal access to the property, as well as existing easements and encumbrances is unknown. The property is available from the Los Angeles County Tax Collector for the price of \$7,675.10 plus other fees in the amount of \$379.93 for a total of \$8,055.03. This appraiser has been asked if the proposed purchase price of \$8,055.03 is supported. This memo consists of a desk appraisal of the subject property in order estimate a minimum value estimate. In order to estimate this minimum value, sales of surrounding properties were obtained from RealQuest. In addition, topographical maps and aerial photographs were reviewed. A sales history of the subject property was not available; however, it is currently assessed for \$42,014. Below is a tabulation of sales from the immediate area obtained from RealQuest:

	Compara	able Sales		
APN	Date of Sale	Sales Price	Acres	\$/Acre
3363-002-011	06/05	\$11,500	2.50	\$4,600
3363-002-019	10/06	\$41,500	10.01	\$4,146
3363-002-027	11/05	\$12,500	2.27	\$5,507
3363-003-003	08/05	\$20,000	1.25	\$16,000
3363-003-014	09/05	\$7,000	9.77	\$716
3363-003-022	09/05	\$17,500	2.39	\$7,322
3363-004-011	04/06	\$8,000	2.50	\$3,200
3363-004-019	04/06	. \$7,500	2:50	\$3,000
3363-004-034	04/05	\$21,000	2.50	\$8,400
Total/Average		\$146,500	35.69	\$4,105

BUT DEVIL OFFI

The client agency has requested a minimum value estimate for the subject property. There is empirical data in order to estimate this minimum value. According to USPAP, "An appraisal

72 - - 6091

must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value). Based on an analysis of sales, topographical maps and aerial photographs, it is the opinion of this appraiser that the value of the subject property is not less than \$8,055.03.

THOMAS CRANDALL

Senior Review Appraiser

California State Certification No. AG001726

I certify that, to the best of my knowledge and belief:

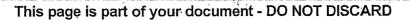
- 1. The facts and data reported by the review appraiser and used in the review process are true and correct.
- 2. The analyses, opinions and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- 4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5. My engagement in this assignment is not contingent upon developing or reporting predetermined results.
- 6. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review.
- 7. My analysis, opinions, and conclusions were developed, and this review was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 8. I did not make a personal inspection of the property that is the subject of this report.
- 9. No one provided significant professional assistance to the person signing this report.

THOMAS CRANDALL

Senior Review Appraiser

California State Certification No. AG001726

DATE







20071180762

Pages: 003



Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

Fee: 0.00

Tax: 0.00

Other: 0.00 Total: 0.00

05/15/07 AT 12:22PM

674050

200705150040059 Counter

TITLE(S): DEED



Assessor's Identification Number (AIN)

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

Number of AlN's Shown



THIS FORM IS NOT TO BE DUPLICATED -60914

1

RECORDING REQUESTED BY

COUNTY OF LOS ANGELES DEPARTMENT OF TREASURER AND TAX COLLECTOR

AND WHEN RECORDED MAIL TO:
MR. WARREN E. WESTRUP, JR., CHIEF
CALIFORNIA DEPARTMENT OF
PARKS AND RECREATION
ONE CAPITAL MALL, SUITE 500
SACRAMENTO, CALIFORNIA 95814

05/15/07

20071180762

FREE RECORDING REQUESTED PURSUANT TO GOVT CODE 6103

Document Transfer Tax - computed on full value of property conveyed \$0.00 City Transfer Tax \$0.00

Signature of Declarant

### TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY

On which the legally levied taxes were a lien for FISCAL YEAR 1999-2000 and for nonpayment were duly declared to be in default. DEFAULT NUMBER 3363-004-042

This deed, between the Treasurer and Tax Collector of Los Angeles County ("SELLER") and

THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF PARKS AND RECREATION ("PURCHASER"), conveys to the PURCHASER the real property described herein which the SELLER sold to the PURCHASER BY AGREEMENT on October 10, 2006 pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 8, Revenue and Taxation Code, for the sum of \$7,675.10.

No taxing agency objected to the sale.

in accordance with the law, the SELLER hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to, RENCK, CARL AND DONNA TRS ET AL

CARL AND DONNA RENCK TRUST AND

HUSTON, MARLE TR HUSTON TRUST

described as follows:

ASSESSOR'S PARCEL NUMBER 3363-004-042

S 1/2 OF N 1/2 OF NE 1/4 OF SW 1/4 OF SEC 32 T 7N R 9W

STATE OF CALIFORNIA County of Los Angeles }ss.

EXECUTED ON May 1, 2007

MARK J. SALADINO

TREASURER AND TAX COLLECTOR

of the County of Los Angéles

State of California

Debuty Tax Collector

On May 1, 2007 before me personally appeared JOHN MCKINNEY personally known to me (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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have here set my hand

Location: County of Los Angeles Sale No. 2006A No. 1213 Agreement No. 2520 CONNY B. McCORMACK

REGISTRAR-RECORDER/COUNTY CLERK

of the County of Los Angeles

State of California

Deputy County Sterk.

Agency Department of Parks and Recreation

Project TDL: County of Los Angeles

Agency Parcel No.

DPR No. 13354, DGS No. 10457

3363-004-042.

County of Los Angeles

### CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Sections 15853 and 27281of the California Government Code, the interest in real property conveyed by the Tax Deed dated 5-1-0.7, from the COUNTY OF LOS ANGELES to the STATE OF CALIFORNIA, acting by and through the Department of Parks and Recreation 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 March 9, 2007, and the Grantee consents to the recordation thereof by its duly authorized officer.

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

•		•		•	
Accepted	STATE OF CALIFORNIA State Public Works Board				
	By:	1.	Dated:	3/14/07	

JERRY LEONG

Approved DEPARTMENT OF PARKS AND RECREATION

Assistant Administrative Secretary

STEPHEN R'. LEHMAN, Deputy Director

Acquisition and Development

Approved DIRECTOR, DEPARTMENT OF GENERAL SERVICES

JAMES S. MARTIN, Assistant Chief

Real Property Services Section

Dated:

"Amended"



# First American Title Insurance Company **National Commercial Services**

520 N Central Avenue, 8th Floor Glendale, CA 91203

December 12, 2006

Carolyn Momsen Department of Parks & Recreation Office of Acquisition & Real Property Services 1 Capitol Mall, Suite 500 Sacramento, CA 95814-3245 Phone: (916)445-9118

Customer Reference:

APN 3363-004-042

Title Officer:

Phone:

Fax No.: E-Mail:

Nora Manuel

(800)668-4853

(818)698-6565

nmanuel@firstam.com

Borrower:

Property:

Vacant Land, Lancaster, CA

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title Insurance Company

Dated as of November 30, 2006 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

(To be determined)

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Jim Hunsaker, as to an undivided 25 percent interest; Robert Hunsaker, as to an undivided 25 percent interest; Merle E. Huston, Trustee of the Merle E. Huston Living Trust dated June 22, 1993, and all successor trustees, as to an undivided 25 percent interest, and Carl R. Renck and Donna M. Renck, Trustees of the Carl R. Renck and Donna M. Renck Family Trust dated May 8, 1997, as to an undivided 25 percent interest.

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2007-2008, a lien not yet due or payable.

This item will be effective as of January 1, 2007.

General and special taxes and assessments for the fiscal year 2006-2007.

First Installment:

\$298.53, OPEN

Penalty:

\$0.00

Second Installment:

\$298.52, OPEN

Penalty:

\$0.00

Tax Rate Area:

09820

A. P. No.:

3363-004-042

First American Title Insurance Company

 The lien of defaulted taxes for the fiscal year 1999-2000 (REGULAR), and any subsequent delinquencies.

Tax Rate Area:

09820

A. P. No.:

3363-004-042

Amount to redeem:

\$7,192.71

Valid through:

December 31, 2006

Amount to redeem:

\$7,250.03

Valid through:

January 31, 2007.

- 4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 5. The fact that the property herein described is subject to imminent sale for non-payment of property taxes as disclosed by the Los Angeles County 2006-2007 Tax Roll.

Assessor's Parcel Number: 3363-004-042

Auction ID: 2006A Item Number: 1213 Deeded Year: 2005 Deeded Fees: \$558.00

- 6. Water rights, claims or title to water, whether or not shown by the public records.
- 7. The terms and provisions contained in the document entitled "Declaration and Grant of Easements" recorded September 17, 1970 as Instrument No. 2261 of Official Records.
- 8. The terms and provisions contained in the document entitled "Declaration and Grant of Easements" recorded January 20, 1972 as Instrument No. 1941 of Official Records.
- 9. An easement for ingress, egress and public utility and incidental purposes in the document recorded December 7, 1982 as Instrument No. 82-1219596 of Official Records.
- 10. A notice of power to sell tax defaulted property dated (not shown) executed by the county tax collector for non-payment of delinquent taxes recorded July 28, 2005 as Instrument No. 05-1794655 of Official Records.
- 11. Any adverse effect or failure of title as a result of the property being sold for taxes.

### **INFORMATIONAL NOTES**

 According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

- 2. We find no open deeds of trust. Escrow please confirm before closing.
- 3. Short term rate applies.
- 4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:

### A. WITH RESPECT TO A CORPORATION:

- A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
- 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
- 3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

### B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:

- 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
- 2. A full copy of the partnership agreement and any amendments;
- Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
- 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

### C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:

- 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
- 2. A full copy of the partnership agreement and any amendment;
- Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
- 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

### D. WITH RESPECT TO A GENERAL PARTNERSHIP:

- 1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
- 2. A full copy of the partnership agreement and any amendments;

3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.

### E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:

- 1. A copy of its operating agreement and any amendments thereto;
- 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
- 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
- 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
  - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
  - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
- 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

### F. WITH RESPECT TO A TRUST:

- 1. A certification pursuant to Section 18500.5 of the California Probate Code in a form satisfactory to the Company.
- 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.

### G. WITH RESPECT TO INDIVIDUALS:

1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer. \*\*\*\*\*

Order Number: NCS-268210-LA1
Page Number: 6

# LEGAL DESCRIPTION

Real property in the unincorporated area, County of Los Angeles, State of California, described as follows:

The South half of the North half of the Northeast quarter of the Southwest quarter of Section 32, Township 7 North, Range 9 West, San Bernardino Meridian, according to the Official Plat thereof.

APN: 3363-004-042

### The First American Corporation

First American Title Company Privacy Policy

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability** 

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

**Types of Information** 

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security** 

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### **EXHIBIT A** LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

### 1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 SCHEDULE B

#### **EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.

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 2 or which may be asserted by persons in possession thereof.

Easements, liens or encumbrances, or claims thereof, which are not shown by the public records. 3.

Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and 4. which are not shown by the public records.

(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims 5. or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

#### **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:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and 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
- 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
- Defects, ilens, encumbrances, adverse claims or other matters: 3.
  - whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
    (c) resulting in no loss or damage to the insured claimant;
    (d) attaching or created subsequent to Date of Policy; or

  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- Unenforceability of the lien of the insured mortgage because of the inability or fallure of the insured at Date of Policy, or the inability or 4. failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the 5. insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

  Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating
- 6. the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

### 2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 SCHEDULE OF EXCLUSIONS FROM COVERAGE

- 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 of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
- Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at
- 3 Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such dalmant acquired an estate or interest insured by this policy 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 paid value for the estate or interest insured by this policy.

# 3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

### SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following: Part One

- 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.
- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- Easements, claims of easement or encumbrances which are not shown by the public records.
- 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 public records.
- Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to
  water.
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

### 4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

- 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.
- Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
- 3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the Insured claimant, (b) not known to the Company and not shown by the public records 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 daimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
- 4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

### 5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

### SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two 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.
- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- 3. Easements, claims of easement or encumbrances which are not shown by the public records.
- 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 public records.
- 5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the Issuance thereof; water rights, claims or title to
- Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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### 6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE 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:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and 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, ilen 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.
- 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.
- 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 dalmant;
    (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

  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
- 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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- Any daim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
  - (a) to timely record the instrument of transfer; or
  - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

#### 7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

### SCHEDULE E

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

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- 3. Easements, claims of easement or encumbrances which are not shown by the public records.
- 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 public records.
- 5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

First American Title Insurance Company

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#### **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:

- I. (a) Any law, ordinance or governmental regulation (including but not limited to building and 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.

  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) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
  - (a) to timely record the instrument of transfer; or
  - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

### 9, AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forthin paragraph 8 above are used and the following exceptions to coverage appear in the policy.

### SCHEDULE B

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

- 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.
- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- 3. Easements, claims of easement or encumbrances 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 public records.
- 5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to
- 6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public

# 10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

- 1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - \* land use

\* land division

\* improvements on the land

\* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

4

\* a notice of exercising the right appears in the public records on the Policy Date

\* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

Title Risks:

\* that are created, allowed, or agreed to by you

\* that are known to you, but not to us, on the Policy Date - unless they appeared in the public records

\* that result in no loss to you

\* that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

Failure to pay value for your title.

- Lack of a right:
  - \* to any land outside the area specifically described and referred to in Item 3 of Schedule A, or

\* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

### 11. EAGLE PROTECTION OWNER'S POLICY

### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

### EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and 1. regulations concerning:
  - a. building
  - c. land use

b. zoning

e. land division

- d. improvements on the land
- f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion 2. does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
- The right to take the Land by condemning it, unless: 3.

  - a. a notice of exercising the right appears in the Public Records at the Policy Date; or b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4.

- a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;

c. that result in no loss to You; or

- d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
- Failure to pay value for Your Title. 5.
- Lack of a right:
  - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This exclusion does not limit the coverage described in Covered Risk 11 or 18.

### 12. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE WITH EAGLE PROTECTION ADDED

### **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:

(a) Any law, ordinance or governmental regulation (including but not limited to building and 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, This exclusion

does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this 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. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding

2. 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

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) 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 Clalmant 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 (this paragraph (d) does not limit the coverage provided under insuring provisions 7. 8. 16, 17, 19, 20, 21, 23, 24 and 25); or
- (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage. Unenforceability of the lien of the Insured Mortgage because of the inability or fallure of the Insured at Date of Policy, or the inability or 4, failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is
- 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:

(a) usury, except as provided under insuring provision 10 of this policy; or

(b) any consumer credit protection or truth in lending law.

Taxes or assessments of any taxing or assessment authority which become a lien on the Land subsequent to Date of Policy. 6.

- Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of 7. federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or (c) the transaction creating the interest of the insured mortgages being deemed a preferential transfer except where the preferential

transfer results from the fallure: (i) to timely record the instrument of transfer; or

1 18 1 1 1 1 C (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided under insuring provision 7.

Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all Interest charged 9. thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at: (a) The time of the advance; or

(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.

This exclusion does not limit the coverage provided under insuring provision 7.

### SCHEDULE B

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

Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE,

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH EAGLE PROTECTION ADDED WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

### SCHEDULE B

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

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

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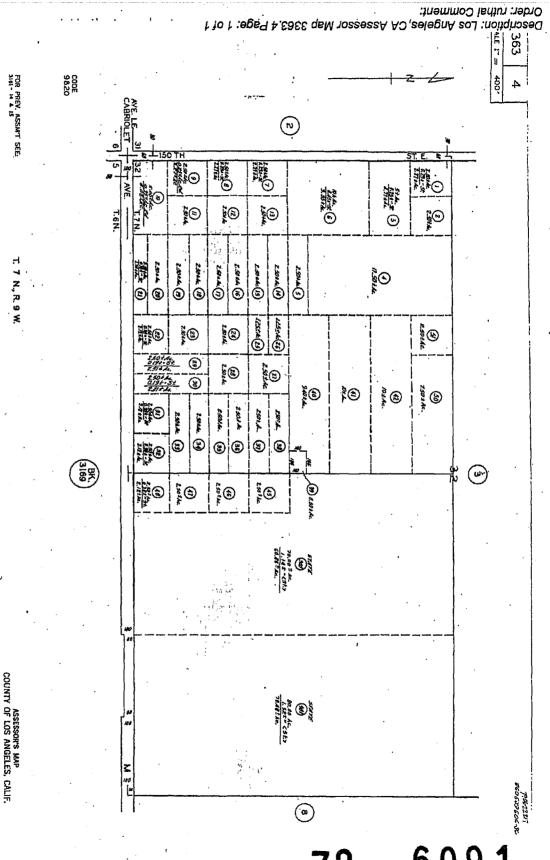
- Easements, claims of easement or encumbrances which are not shown by the public records.

  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 public records.

  Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to 4.
- 5.
- Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public 6, records.

Part Two:

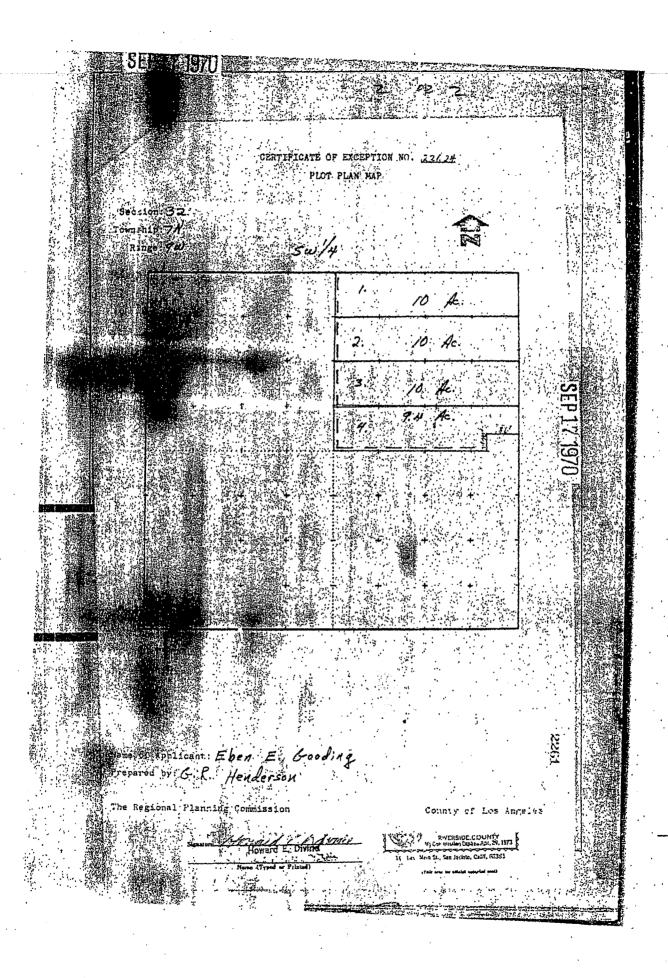
Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE



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	AND WHITE INSCRIPTION MAIL YP	RECORDED IN OFFICIAL RECO	ROS	
"	Rouse, Walters, Libby 1731 South Euclid, Suite B Anaheim, California 92802	OF LOS ANGLES COUNTY, OF  I Min. 9 A.M. JAN 20  Registrar-Re  SPACE ABOVE THIS LIN	1972 corder	
	DECLAS	ration and grant of easements	FEE \$3,60 3 T	
		of Essements made tals 15th day of en Walters, Connie Walters,		by
	Lloyd Rouse Whereas Gene Libby a	(order's name)  WITHEGERETH: Allen Walters, Connie Walt and Arlene Libby	ers , reinalier referred to	
	as OWNER, is the owner of real prope shown on the attached map and by this	wher's maind rry simulad in the County of Los Angeles, reference r wie a part bereof.	State of California,	JAN20 1972
	Whereas OWNER is desirou and	s of dividing said property into 2 pa	roris of land,	19
	necessary as part of a uniform plan of certain areas of the land shown on said	Article 12, Ord. 4475, the Subdivision Or development to provide a means of ingres i map.		23
		as of development, it is desirous that make		
	together with the right of said OWNER	est to all other land in Sec. 32 , 7 to dedicate to the public all or any part of	Said assembnts.	
	division by the County of Los Angeles, attached bereto, to be exsements for r. Sec. 32, and by these presents	a consideration of the benefits derived by a does hereby declare the strips of land should purpose and to be appurtenant to all does hereby grant said susminents to all 32 as and owners see interests app	ows on said map, land in said where, their beirs,	
		to effect upon recording in the office of the ser, 32 of an acceptance of said ease		
	parcel map is caused to be filed with t or deeding to public use streets and bi	ion with the understanding that in the even be County Reporder over any portion of the phways for said map which are accepted by the lands are effected by said final tract m	s division, dedicating the County of Los	
	ekall no longer be of any force or effec		alters, Connie	
	(individual)	X Same Logge	Silane Lity	
	STATE OF CALIFORNIA COUNTY OF CHANGE	* * * * * * * * * * * * * * * * * * *	Legal Illian	941
	On May. 14.1871 State, personally appeared Me	before me the undersigned, a Nota	ry Public in such for said	;  •
	to be the same of a share on the	**************************************	known to me	

OH ICIAL SEAL Virginia A. Wilkings make yell a con-18 to 1 pries CPA 121 00 mm y sian Expres 65 to 1818

Description: Los Angeles, CA Pre-1976 Year-Date Docid 1972.120.1941 Page: 1 of 3 Order: 268210 Comment:

State of Nebrasks County of Holt

On Latt... paid State, personally appeared

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

Witness my hand and official seal.

Metary Public

My commission expires

Description: Los Angeles, CA Pre-1976 Year-Date Docid 1972.120.1941 Page: 2 of 3 Order: 268210 Comment:

JAN20 1972 Cas. 13 40 0 CERTIFICATE OF EXCEPTION NO. PLOT PLAN MAP Section: 32, SW Township: 7 N Range: 9 W Name of Applicant: Lloyd Rouse, Allen Walters, Connie Walters, Gene Libby, Arlene Libby Prepared by: Gene I. Libby

County of Los Angeles

Description: Los Angeles, CA Pre-1976 Year-Date Docid 1972.120.1941 Page: 3 of 370 Order: 268210 Comment:

The Regional Planning Commission

;		82-1219596
	RECORDING REGULENTED 67	
		RECORDED IN OFFICIAL RECORDS RECORDER'S OFFICE
	HAMEN MECONDED MALL TO	LOS ANGELES COUNTY CALIFORNIA
٠	BLANCHE E. HUNSAKER C/o Cox & Warren, Attorneys at Law	32 MIN. 9 A.M. DEC 7 1982
	41555 E. Florida Ave., Suite D	00DE 00
	Hemet, California 92343	SURVEY MONUMENT FEE \$10. CODE 99
,	TS 12-7512/VK	Giv: Unincorporated FEE
ı	XXDOMPLIED ON PULL VALUE OF PROPERTY CONVEYED	The instamblesed granted declarate:
J	TOW COMMUNED ON ANYT ANTHE FREE FIRMS WAS	1. The device basis was helibid. The functioning basislatory, 275, 827, 27 2. The second of the absolut data together with each wis - 275, 827, 27
1	I COLUMN TO THE OF SALE.	1' The beautiful parage, par je
	WESTERN WOTTON CARPORATION OF THE PARTY	3, Sald preparty in the (X) unincomparable surest: ( ) City all
	TRUST	EE'S DEED Code No.: 9820 Parcel No.: 3363-14-83
	Executed by Western MUTUAL CORPORATION BLANCHE E. HUNSAKER, a single woman	7, a corporation, and herein called stustee, To A. 1. N. herein called grantee.
7	the deed of trust hereinsfire referred to, executed by ARCHO D. MC NAUGHTON and HELEN H. MC N	AUGHTOM, husband and wife as joint tenants
	Dicial Records of LOS Angeles referred to as "said county and state." The deed of of a note or notes for the total sum recited on the fact of a note or notes for the total sum recited on the fact of obligations, the repsyment of which was secured by Default occurred as set forth in a notice of default was recorded in book — page 82-6075 Trustee has complied with all requirements of lan recording of said notice of default, trustee posted a wri- property was to be sold; caused publication of said notice published at Lancaster California or judicial dilatict in which said property or part of the real property described in said used of trust, as require description of the property to be sold. Said publication and posting continued for a perior and thereafter Trustee offered the property described in flowersher 5 Trustee sold said property, which is hereinafter de- subject, however, to all prior hers and encumbrances, to take any part of said property for the amount of p 1. onsideration of the foregoing recitals and 5 if in it by said deed of trust, does hereby grant, bargain tain real property situate in said County and State, east such as a property situate in said County and State, east such that of the Rortheast quarter of Rorth, Range 9 West, SBBM, according the east such that of the foregoing recitals and 5 if the West 32 feet of Said land.	is and election to sell under said deed of trust, which notice of default of official Records of and county and state.  To regarding the prings of matters. After these months elapsed from the tem notice of the time and place of sale in a public place where said in the AV Dally Ledger-Gazette  a, a new supper of general circulation printed and published in the city of the time and proving a copy of said notice of sale on the OR Dally Ledger a copy of said notice of sale on the OR Dally Ledger and the published matter contained the debt law. The posted matters and the published matter contained the said deed of trust for sale at public auditor on Friday  15 amortices at the front entrance to Suite 201 (Second California in and county and state. California in conducting to said, in the first always and county and state. Said grantee was the highest hidder for and property. No person uffered cincipal, interest, advances, and usus.
-	STATE OF CALIFORNIA SS.	Dated Rovember 5, 1982
•	on December 3, 1982	Hally .
	purzied Patricis J. Sopien in the second provider provide	in he catricia J. Gobjen
į	A\$\$1\$E40E Secretary of the Corporation that execut- sition Instrument, known to the to be the necession who exi-	Anied Strictly
	to within Instrument on behalf of the Corporation to named and acknowledged to me that such Corporation chi	ruled Mail Tal Statement Tie PETURN ADDRESS AROVE
	the Million Instrument pursuant to its by lane or a resolutive	f 4) access Difficial State is
1	ne Hart of therefore and testinal with f	MANCY LOW BANASH

Description: Los Angeles,CA Document-Year.DocID 1982.1219596 Page: 1 of 1 Order: 268210 Comment:

# This page is part of your document - DO NOT DISCARD

05 1794655

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

8:04 AM JUL 28 2005

TITLE(S):

A



FEE

FREE 1 N

D.T.T.

CODE 20

CODE

19 CODE

COL

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

Description: Los Angeles, CA Document-Year. DocID 2005.1794655 Page: 1 of 2

Order: 268210 Comment:

Recording Requested By

COUNTY OF LOS ANGELES DEPARTMENT OF TREASURER AND TAX COLLECTOR

And When Recorded Mail to

TREASURER AND TAX COLLECTOR SECURED PROPERTY TAX DIVISION TAX-DEFAULTED LANDS 225 N. HILL STREET, RM 126 LOS ANGELES, CA 90012 05 1794655

NOTICE	OF	POWER	TO	SELL	TAX-DEFAULTED	PROPERTY
--------	----	-------	----	------	---------------	----------

which, pursuant to law was declared to be Tax-Defaulted on JUNE 30, 2000

for the nonpayment of delinquent taxes in the amount of \$ 515.92

for the fiscal year 1999-2000.

Default Number

OF

Min la

3363 004 042

Notice is hereby given by the Treasurer and Tax Collector of Los Angeles County that five or more years have elapsed since the duty assessed and legally levied taxes on the property described herein were declared in default and that the property is subject to sale for nonpayment of taxes and will be sold unless the amount required to redeem the property is paid to the Treasurer and Tax Collector of said County before sale. The real property subject to this notice is assessed to RENCK, CARL AND DONNA TRS ET AL

CARL AND DONNA RENCK TRUST AND HUSTON MARLE TR HUSTON TRUST

and is situated in said county, State of California,

described as follows. 3363 004 042 (Assessor's Parcel Number)

S 1/2 OF N 1/2 OF NE 1/4 OF SW 1/4

SEC 32 T 7N R 9W

MARK J. SALADINO, TREASURER AND TAX COLLECTOR of the County of Los Angeles,

STATE OF CALIFORNIA County of Los Angeles

58.

y \_\_\_\_\_

On JULY 29, 2005, before me personally appeared

JOHN MCKINNEY

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

IN WITNESS WHEREOF, I have here set my hand

Sale No. 2006A

CONNY B. McCORMACK REGISTRAR-RECORDER/COUNTY CLER

State of California,

Deputy County Clark

Deputy County Clark

Description: Los Angeles, CA Document-Year. DocID 2005.1794655 Page: 2 of 2 Order: 268210 Comment:

SEO, 802

# VESTING

	RECORDING REQUESTED BY AND MAIL TO
1 -	A PROPESSIONAL CORPORATION!
2	ATTORINEYS AT LAW JUN 0 5 1986
3	TELEPHONE (714) 882-1400  RECORDED IN OFFICIAL RECORDS CO. Decity
4	RECORDED IN OFFICIAL RECORDS  RECORDER'S OFFICE
5	Amoracys for Executor LOS ANGELES COUNTY CALIFORNIA
6	1 MIN. 9 A.M. JUN 30 1986 FEE \$ 15.00 1
. 7	100 18.
8	SUPERIOR COURT OF THE STATE OF CALIFORNIA
9	FOR THE COUNTY OF RIVERSIDE
10	
11	Estate of ) NO. 49549 HEMET SESSION
12	JUDGMENT SETTLING FIRST AND FINAL
13	) ACCOUNT AND REPORT OF EXECUTOR, ALLOW- BLANCHE E. HUNSAKER ) ING ATTORNEY'S STATUTORY FEE AND FEE
14	) FOR EXTRAORDINARY SERVICES; ALLOWING Deceased ) EXECUTOR'S STATUTORY COMMISSION AND
15	) FEE FOR EXTRAORDINARY SERVICES; AND OF FINAL DISTRIBUTION OF THE ESTATE ) WITH RESERVE FOR CLOSING EXPENSES
16	The petition for final distribution and payment of Executor's
17	commission and attorney's fees of DONNA RENCK, personal repre-
18	sentative, came on regularly for hearing of the petition by the
19	court this date, May 22, 1986. Petitioner appeared by COX &
20	DONNELLY, her counsel.
21	On evidence given to the satisfaction of the court, the court
22	makes the following findings:
23	1. Notice of the time and place for hearing has been duly
.24	given as required by law.
25	<ol><li>Notice to creditors has been published in the manner and</li></ol>
26	for the period prescribed by law.
27	3. More than four months have elapsed since Letters Testamen-
28	tary were first issued, and the period for filing or presenting

Description: Los Angeles, CA Document-Year DocID 1986.817826 Page: 1 of 6 Order: 268210 Comment:

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claims against the estate has expired.

- 4. All claims filed or presented against the estate have been paid.
- 5. No federal estate tax return has been made or filed for this estate because the estate was not sufficient to require such a return, and no federal estate tax is due.
- No federal or California State income taxes are due or payable in this estate.
- 7. California federal and state fiduciary income tax returns were prepared and filed by the Executor for the period way 6, 1984 through April 30, 1985. The Executor will prepare and file California federal and state fiduciary income tax returns for the period way 1, 1985 through date of closing.
  - 8. No personal property taxes are due in the estate.
  - 9. No notice pursuant to Section 700.1 is required.
- 10. The estate is in a condition to be closed. All debts and all expenses of administration except Executor's commission and attorney's fees have been paid.
- 11. DONNA RENCK, as personal representative, is entitled to a statutory commission of \$3,516.87, and extraordinary compensation of \$5,000.00.
- 12. COX & DONNELLY, as attorneys for the personal representafive, are entitled to a statutory fee of \$3,516.87, and extraordinary compensation of \$1,820.00.
- 13. The property in the estate should be distributed as here-inafter ordered.
- 14. All allegations of the petition nor specifically included in the foregoing findings are true.

86-817826

Description: Los Angeles, CA Document-Year, DocID 1986.817826 Page: 2 of 6 Order: 268210 Comment:

2 1. The report of DONNA RENCK as personal representative
3 of the estate of BLANCHE E. HUNSAKER, deceased, is approved and
4 all acts and transactions of the personal representative relating
5 to the matters in the report are ratified and confirmed.

- 2. DONNA RENCK, as personal representative of the estate of BLANCHE E. HUNSAKER, deceased, is authorized to withhold \$1,000.00 from distribution for tax contingencies and closing costs.
- 3. DONNA RENCK, as personal representative of the estate is allowed \$3,516.87 as a statutory commission for her services and \$5,000.00 as extraordinary compensation and is ordered to withdraw those sums from the funds of the estate.
  - 4. COX & DONNELLY, as attorneys for the personal representative of the estate are allowed \$3,516.87 as statutory fees and \$1,820.00 as extraordinary compensation and DONNA RENCK, as personal representative, is ordered to withdraw said sums from the funds of the estate and to pay it to COX & DONNELLY.
- 18 5. The property in the estate, listed on the Schedule of
  19 Distribution attached hereto and incorporated herein by reference,
  20 shall be distributed as set forththerein.
- 21 6. All other property of decedent not distributed hereinabove 22 whether described herein or not, is to be distributed as follows:

Jim Hunsaker 25%
Robert Hunsaker 25%
Merle Huston 25%

86- 817826

Donna Renck

25% GORDON R. BURKHART

27 Dated: JUN 5 1988

Judge of the Superior Court

oddie or cie depertor court

-3-

Entered on date filed Judgment Book <u>441</u> Page 391

A PROFESSIONAL CORP ATTORNEYS AT SOUR EAST PLONDA HEMITY, CALLFOFIN

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			·	
		1	SCHEDULE OF DISTRIBUTION	
		2	Estate of BLANCHE E. HUNSAKER, Deceased	
	•	3		
		4	Assets on hand per first	
		5	and final account	\$103,674.30
		6	Less: Attorney's statutory fee \$3,516.87	•
		7	Attorney's extraordinary fee 1,820.00 Executor's statutory commission 3,516.87	
ŧ.		8	Executor's extraordinary fee 5,000.00 Reserve for closing 1,000.00	14,853.74
	• •	9	Net distributable estate	\$ 88,820.56
		10		
44	,	11	DISTRIBUTION:	
	-	12	To: JIM HUNSAKER	
	LY Error 6234	13	1. 25% interest in:	•
	AT LA	24	10 acres of unimproved real property	. •
	ALING ALL	15	located in the Lancaster area of Los Angeles County, California, more	
٠	ATTON ATTON EAST THOM	16	particularly described as:	
		17	The South half of the North half of the Northeast quarter of the Southwest quarter	
	·	18	of Section 32, Township 7 North, Range 9 West, SBBM, according to the official plat	·
•		19	thereof.	_
	•	20	RESERVING therefrom an easement for ingrese egress, and public utility purposes for us	e <sub>.</sub>
		21	in common with other's over the West 32 fee of said land.	\$ 3,750.00
		22	2. 25% of residue cash	18,455.14
		23	To: ROBERT HUNSAKER	•
		24	25% interest in:	- 817826
`		25	1. 10 acres of unimproved real property	
	٠.	26	located in the Lancaster area of Los Angeles County, California, more	
i		27	particularly described as:  The South half of the North half of the	
<u>.</u>	•	28	Northeast quarter of the Southwest quarter of Section 32, Township 7 North, Range 9 West, SBBM, according to the official plat thereof.	

Schedule of Distribution, page

Schedule of Distribution, continued
Estate of BLANCHE E. HUNSAKER. Deceased

RESERVING therefrom an easement for ingress, egress, and public utility purposes for use in common with others over the West 32 feet of said land.

\$ 3,750.00

2. 25% of residue cash

18,455.14

#### To: MERLE HUSTON

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25% interest in:

 10 acres of unimproved real property located in the Lancaster area of Los Angeles County, California, more particularly described as:

The South half of the North half of the Northeast quarter of the Southwest quarter of Section 32, Township 7 North, Range 9 West, SBBM, according to the official plat thereof.

RESERVING therefrom an easement for ingress, egress, and public utility purposes for use in common with others over the West 32 feet of said land.

\$ 3,750.00

2. 25% of residue cash

18,455.14

## To: DONNA RENCE

1. 25% interest in:

10 acres of unimproved real property located in the Lancaster area of Los Angeles County, California, more particularly described as:

86- 817826

The South half of the North half of the Northeast quarter of the Southwest quarter of Section 32, Township 7 North, Range 9 West, SBBM, according to the official plat thereof.

RESERVING therefrom an easement for ingress, egress, and public utility purposes for use in common with others over the West 32 feet of said land.

\$ 3,750.00

2. 25% of residue cash

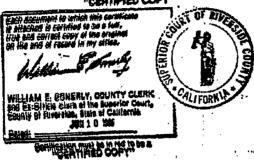
18,455.14

Schedule of Distribution, page 2

A PROFESSIONAL SENDENCIAL ATTORNEYS AT LAW BOT KAIT PLONIDA AVENCIE HEMET, CALIFORNIA 98848

Description: Los Angeles, CA Document-Year.DocID 1986.817826 Page: 5 of 6 Order: 268210 Comment:

This must be in red to be a "CERTIFIED COPY"



86-817826



Description: Los Angeles CA Document-Year DocID 1986 817826 Pägë: 6 of 6 Order: 268210 Comment:

RECORDING REQUESTED BY AND TO BE RETURNED."
AFTER RECORDING TO:
SCOTT EDWARD DARLING 3697 ARLINGTON AVENUE RIVERSIDE, CA 92506-3938

98- 675190

**VESTING** 

MAIL LEGAL NOTICES AND TAX STATEMENTS TO:

Mr. and Mrs. Carl Renck 1752 Gladstone St. Riverside, CA 92504

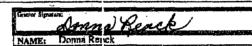
RECORDED/FILED IN (IFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

3:01 PM APR 22 1998



	(Space above this line for records	rs tise)				
Reason for exemption: Conveyance tras		or ( ) Unincorporated Area  area we remaining there as a time of cale.  The Wring trust, Rev. & Taux, Code 11911				
	QUTTCILAIIMLADEEID					
THE FOLLOWING GRANTOR	N, receipt of which is hereby acknowledged, S):	APNI: 3.13-104-042				
THE FOLLOWING GRANTURGS:  Donna Renck  and in whatever form of name and in whatever capacity Grantor(s) hold title to this property  HEREBY REMISE, RELEASE, AND FOREVER OUTCLAIM TO THE FOLLOWING GRANTEE(S);						
	HEREBY REMISE, RELEASE, AND FOREVER QUITCLAIM TO THE FOLLOWING GRANTEE(S):  TO THE FOLLOWING TRUSTEE(S) OF THE FOLLOWING TRUST (OR TO ANY SUCCESSOR TRUST (E(S) TRESPECT):  Carl R. Renck and Donna M. Renck					
	NAME OF TRUSTERIS): Carl R. Renck and Donna M. Renck					
	Family Trust of Carl R. Renck and Don	na M. Kenck				
Division Section 1	DATE OF TRUST DOCUMENT: May 8, 1997 THE REAL PROPERTY SITUATED AS FOLLOWS:					
CITY OF	COUNTY OF LOS Angeles	STATE OF: California				
SAID REAL PROPERTY IS DES	CRIBED AS FOLLOWS:					
10 acres of unimproved real property located in the Lancaster area of Los Angeles County, California, more particularly described as:						
The South half of the North, Range 9 West, SE	The South half of the North half of the Northeast quarter of the Southwest quarter of Section 32, Township 7 North, Range 9 West, SBBM, according to the official plat thereof.					
	RESERVING therefrom an easement for ingress, egress, and public utility purposes for use in common with others over the West 32 feet of said land.					

May 8, 1997



## CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California, County of: Riverside) SS

On May 8, 1997

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

Donna Renck
personally known to
instrument, and ackno
in the instrument the
WITNESS my hands ed to me on the basis of satisfactory evidence) to be the perse n(s) whose name(s) la/are subscribed to the within me that he/she/they executed the same in his/her/their authorize I capacity(ies), and that by his/her/their signature(s) the entity upon behalf of which the person(s) acted, executed the instrument.

SEAL

NOTARY PUBLIC



Description: Los Angeles, CA Document-Year. DocID 1998.675190 Page: 1 of 1 Order: 268210 Comment:

RECORDING REQUISTED BY AND WHEN RECORDED SETURN TO

WOOLPERT TOEWS & TERHUNE 1026 PALM STREET SAN LUIS OBISPO, CA 93401

MAIL TAX STATEMENTS TO

RECORD IN THE COUNTY CAME CONTROL COUNTY CAME CONTROL COUNTY CAME CONTROL COUNTY CAME CONTROL MIN B AM. JUL 7 993

Mrs. Donna Renck 1752 Gladstone Steel Riverside, CA 9250#

DOCUMENTARY TRANSFER TAX 1 TO THE PROPERTY OF THE PROPERT Varnia marional

AP.N. 3383-4-42

160

**VESTING** 

#### QUITCLAIM DEED

FOR A VALUARIE CONSIDERATION, race'st of which is horely acknowledged, MERLE E. HUSTON, a widow, as to an undivided one-quarter (1/4) Interest

do horeby REMISE, RELEASE AND FOREVER QUITCLAIM to MERLE E. HUSTON TRUST ELECT AND THE MERLE E. HUSTON LIVING THUST DATED 122, 22. 1983, AND ALL SUCCESSOR TRUSTEES

ten (10) agrees of emmanyedical property in the tangeaster area of Los Angoles County, Stop of California, more particularly described as follows

THE SOUTH HALF OF THE WORTH HALF OF THE NORTHEAST QUARTER OF THE SCUTHWEST QUARTER OF SECTION 3.2, TOYASHIP 7 WORTY, RANGE 9 WEST, SBBM, ACCORDING TO THE OFFICIAL PLAY THEREOF.

RESERVING thereform an extiment for incress, egipte, and public upiny emposes for use a common with others over the West 32 feet of said land

NOTE: THIS CONVEYANCE IS TO A REVOCABLE TRUST CREATED BY THE GRANTORS AND DOES NOT COLUSTITUTE A CHARGE OF OWNERSHIP AND IS NOT SUBJECT TO REASSESSMENT PURSUANT TO REVENUE AND TAXATION CODE SECTION 62.

WW Bin. 1093

STATE OF CALIFORNIA

COUNTY OF SEAN LUIS CHISPO

On 2 december 1693 before receiving indestigate, a floring Public in and for said Sixty persons, a primare here if Historial Publishing has been sent to the territarillation where it is to the persons to the territarillation where it is too the persons whose next is substituted in the windercal to the thin persons whose next is substituted in the windercal to the thin persons and settlementaged that the executed the terms to her evidenced capacity. Braintilly list i graturation the "finite at the person of the windly upon behalf of which the person scied, executed Internations set

With 185 my franci and officel seel 1 2 rea Herey Public

I chally against an a Makeria

MERLE E. HUSTON



Description: Los Angeles, CA Document-Year. DocID 1993.1289751 Page: 1 of 1 Order: 268210 Comment:



## COUNTY OF LOS ANGELES

## TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION 225 NORTH HILL:STREET, ROOM 130 P. O. BOX 512102

P. O. BOX \$12102 LOS ANGELES, CALIFORNIA 90051-4917

2

Telephone (213) 974-0871

Telecopier (213) 680-3648

MARK J. SALADINO . TREASURER AND TAX COLLECTOR

October 16, 2006

COPY

Mr. Warren E. Westruo, Jr., Chief
Office of Acquisition & Real Property Services:
California Department of Parks & Recreation
One Capitol Mall, Suite 500
Sacramento, California 95814

Dear Mr. Westruo:

e: CHAPTER 8 AGREEMENT NUMBER 2520
ASSESSOR'S IDENTIFICATION NUMBER 3363-004-042

The property identified as 3363-004-042 is in a Chapter 8 Agreement Sale by and between the County of Los Angeles and your agency. This agreement became effective on October 10, 2006. In keeping with the terms of said agreement for the above referenced parcel, you as the acquiring party are subject to the following cost:

Purchase price of parcel		\$7,675:10	
Cost of Publication	· · .	208,43	•
Cost of Postage		110,00	
Lot Book Lien Report		60,00	
State Fee		1.50	
TOTAL DUE	4,	\$8,055.03	

To ensure proper processing, please return the total amount due, a copy of this letter and a Certificate of Acceptance within 14 days of receipt of this letter in the enclosed self-addressed envelope. Once payment is received and applied by our office, we will promptly record the Tax Deed to Purchaser of Tax Defaulted Property. The recorded tax deed will be sent to your agency directly by the Los Angeles County Registrar-Recorder's Office. If you have questions regarding this matter, please contact me at (213) 974-0871.

Very truly yours,

MARK J. SALADINO

Treasurer and Tax Collector

Stanley Redins, tax Deputy
Tax Defaulted Land Unit

Secured Property Tax Division

SR D:2520Bill

Enclosures

72 - - 6091

### NOTICE OF AGREEMENT TO PURCHASE TAX- DEFAULTED PROPERTY FOR DELINQUENT TAXES

#### AGREEMENT NO. 2520

NOTICE IS HEREBY GIVEN, in accordance with the provisions of Division 1, Part 6, Chapter 8 of the California Revenue and Taxation Code (and the written authorization of the State Controller) that an agreement, a copy of which is on file in the office of the Board of Supervisors of Los Angeles County, has been made between said Board of Supervisors and the California Department of Parks & Recreation approved by the State Controller, whereby Los Angeles County will sell to the California Department of Parks & Recreation under the terms set forth in said agreement, all of the real property hereinafter described which is Subject to the Power of Sale by the Tax Collector.

That unless sooner redeemed, the undersigned Treasurer and Tax Collector pursuant to said agreement will not less than 21 days after the date of the first publication of this notice as required by law, sell said property to the California Department of Parks & Recreation. If the property is sold, parties of interest, as defined in Section 4675 of the California Revenue and Taxation Code, have a right to file a claim with the county for any proceeds from the sale, which are in excess of the liens and costs required to be paid from the proceeds. If excess proceeds result from the sale, notice will be given to parties of interest, pursuant to law.

If redemption of the property is not made according to law before the property is sold, the right of redemption will cease. For information as to the amount necessary to redeem, apply to Mark J. Saladino, Los Angeles County Treasurer and Tax Collector, 225 North Hill Street, Los Angeles, California 900il 2. The real property covered by said Agreement is located in the County of Los Angeles, State of California, and is described as follows, to wit:

3363-004-042

ASSESSED TO: RENCK, CARL AND DONNA TRS ET AL CARL AND DONNA RENCK TRUST AND HUSTON, MARLE TR HUSTON TRUST

S 1/2 OF N 1/2 OF NE 1/4 OF SW 1/4 OF SEC 32 T 7N R 9W

DATED THIS 12TH DAY OF SEPTEMBER 2006

MARK J. SALADINO, TREASURER AND TAX GOLLECTOR

SEPTEMBER 19, SEPTEMBER 26, AND OCTOBER 3, 2008

## AGREEMENT TO PURCHASE LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY

(Public/Taxing Agency)

This Agreement is made this 20% day of Quade, 20% by and between the Board of Supervisors of Los Angeles County, State of California, and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a partine reof; is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provision of law.

It is mutually agreed as follows:

The state of the s

- 1. That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER.
- 2. That the PURCHASER agrees to pay the total purchase price listed for each real property described in Exhibit "A" within 14 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.
- 3. That the PURCHASER agrees that the real property be used for the public use specified on Exhibit "A" of this agreement.
- 4. That if said PURCHASER is a <u>TAXING AGENCY</u>, said agency would not share in the distribution of the payment required by this Agreement as defined by § 3791 and § 3720 of the Revenue and Taxation Code.

APPROVED AS TO FORM: RAYMOND G. FORTNER JR. County Counsel

Principal Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this agreement shall be null and void only as it pertains to that individual parcel. This agreement shall also become null and void and the right of redemption restored upon the PURCHASER'S failure to comply with the terms and conditions of this agreement. Time is of the essence.

0§§3791, 3791.3 3793 R&T Code

ZIP: ID:Chiptr 8 Pubagency form Revised 6/24/03

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BOARD OF SUPERVISORS

EXECUTIVE OFFICER

JUN 2-0 2006

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AGREEMENT NUMBER 2520

72 - - 6091

The undersigned hereby agree to the trauthorized to sign for said agencies.	erms and conditions of this agreement and are
ATTEST: CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	By Warren & Westran, Jr., Chief Office of Acquisition and
(seal)	Board of Supervisors  Local ngeles County
By Sachi A. Hamai Clerk of the Board of Supervisors	By Mayor of the Bbard of Supervisors
	TO THE BOARD OF SUPERVISORS
() (seal)	3775 of the Revenue and Taxation Code the
governing body of the city of N/A here agreement.	by agrees to the selling price as provided in this
ATTEST:	City of N/A
	By Marker
(seal)	Mayor
	efore execution by the board of supervisors and I cords of Los Angeles County relating to the real
	Los Angeles County Tax Collector
	s 3775 and 3795 of the Revenue and Taxation ing price hereinbefore set forth and approves the 1/2 , 20 06
ву:∑	Atricia L. Quinn, STATE CONTROLLER Blueau of Tax Administration

72 - - 6091

AGREEMENT NUMBER 2520

## SUPERVISORIAL DISTRICT 5 AGREEMENT NUMBER 2520

## **EXHIBIT "A"**

LOCATION	FIRST YEAR DELINQUENCY	DEFAULT NUMBER	PURCHASE PRICE	PURPOSE OF AQUISITION
COUNTY OF LOS ANGELES	1999	3363-004-042	<b>\$7</b> ,021.00*	OPEN SPACE AND RESOURCE PRESERVATION

## LEGAL DESCRIPTION

S 1/2 OF N 1/2 OF NE 1/4 OF SW 1/4 OF SEC 32 T 7N R 9W

<sup>\*</sup> The purchase price quoted on this Exhibit "A" is a projection of the purchase price for a schedule of eight (8) months. If the agreement is completed in less time, then the purchase price will be decreased; however if the completion of the agreement is longer than this time, the price will increase accordingly

RECORDING REQUESTED BY

COUNTY OF LOS ANGELES DEPARTMENT OF TREASURER AND TAX COLLECTOR

AND WHEN RECORDED MAIL TO:
MR. WARREN E. WESTRUP, JR., CHIEF
CALIFORNIA DEPARTMENT OF
PARKS AND REGREATION
ONE CAPITAL MALL, SUITE 500
SACRAMENTO, CALIFORNIA 95814



FREE RECORDING REQUESTED PURSUANT TO GOVT CODE 6103

Document Transfer Tax - computed on full value of property conveyed \$0.00 City Transfer Tax \$0.00

Signature of Declarant

## TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY

On which the legally levied taxes were a lien for FISCAL YEAR 1999-2000

and for nonpayment were duly declared to be in default. DEFAULT NUMBER 3363-004-042

This deed, between the Treasurer and Tax Collector of Los Angeles County ("SELLER") and

THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF PARKS AND RECREATION ("PURCHASER"), conveys to the PURCHASER the real property described herein which the SELLER sold to the PURCHASER BY AGREEMENT on October 10, 2006 pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 8, Revenue and Taxation Code, for the sum of \$7,675.10.

No taxing agency objected to the sale.

In accordance with the law, the SELLER hereby grants to the PURCHASER that real property situated in said county. State of California, last assessed to, RENCK, CARL AND DONNA TRS ET AL

CARL AND DONNA RENCK TRUST AND HUSTON, MARLE TR HUSTON TRUST

described as follows:

ASSESSOR'S PARCEL NUMBER 3363-004-042

\$ 1/2 OF N 1/2 OF NE 1/4 OF SW 1/4 OF SEC 32 T 7N R 9W

STATE OF CALIFORNIA County of Los Angeles ]ss.

MARK J. SALADINO

TREASURER AND TAX COLLECTOR

of the County of Los Angeles

State of California

EXECUTED ON December 28, 2006

Deputy Tax Collector

On December 28, 2006 before me personally appeared MARTHA DURAN personally known to me (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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have here set my hand.

Location: County of Los Angeles Sale No. 2006A No. 1213 Agreement No. 2520 CONNY B. McCORMACK

REGISTRAR-RECORDER/COUNTY CLERK

of the County of Los Angeles

State of California

₿у\_

Deputy County Clerk



## SITE SELECTION/PROPERTY ACQUISITION SUMMARY

DATE 01/10/2007

1. ACTION REQUIRED:	[X] DGS Tr	ansaction Approval	[X] PWB Settle	ment Approval	
a. Preliminary Title Report b. Chapter 8 Agreement c. Acquisition Plan Map d. Value Justification Memo e. Notice of Exemption (CEQA) f. Draft PWB Agenda Item g. Resolution h. DF 14D i. Sample Tax Deed j. Certificate of Acceptance k. Capital Outlay Cost, Funding ar Summary		ıle	3. PROJECT INFORMAT Park Unit: Antelope Va Project: TDL: County of (Inholdings) – Agreemed Agency Parcel No.: 13 County: Los Angeles A.P.No.: 3363-004-042 DGS/RPSS Project & I Site Selection Date: DGS Transaction Appropri	alley Indian Museu of Los Angeles ent # 2520 354 2 Parcel Nos.: 1237 [X] PWE	717, 10457 3 [] Agency
Amount of Appropriation: \$35, Appropriation Balance (est.): \$17, Overhead Estimate: \$6,9	1-6029(1 ncy Code .000,000		5. PROPERTY DESCRIF  [X] Unimproved [] U  [] Occupied [X] Vac  Present Use: Undevel  Zoning: LCA-1-1 (Lig  Parcel Size: 10 acres  Acreage Acquired: 10  Proposed Use: Open S	ottilities Present cant [] Public R doped ht Agriculture, mir	Road Access  n. lot 1 acre)  er: 0
6. METHOD OF ACQUISITION  [X] Purchase (Tax Default)  [] Gift [] Combination  [] Exchange  [] Transfer of Control and Possession (interagency)  8. DELIVERY OF PROPERTY  [] Upon close of escrow  [] Grace period; Length:  [] Lease-back to Grantor  [X] Other: Recording of Tax Deed			7. INTEREST BEING ACQUIRED  [X] Fee Simple; Amount of interest: 100%  [] Easement; Type:  [] Mineral rights; Type:  [] Purchase Option; Option Period:  9. GRANTOR INFORMATION  Name(s) of Grantor: San Diego County Date of Vesting: State Employee [X] No [] Yes (if yes, explain below)		
			[ ] Revised / Updated Appr	aisal	
APPRAISER & AGENCY / FIRM	STAFF / FEE	DATE OF VALUATION	BREAKDOWN OF VALUE	APPROVED VALUATION	PURCHASE SETTLEMENT
Tom Crandali, DGS	Staff	01/03/2007	Land	\$7,675.10	\$7,675.10
			Improvements	· · · · · · · · · · · · · · · · · · ·	
			Personal Property		
			Advertisement / fees	\$379.93	\$379.93
Date of Approval: N/A Approved by	y: N/A	·	O GOTAL	\$8,055.03	\$8,055.03

11. SUMMARY OF PRELIMINARY REPORT ITEMS (refer to attached report) DPR PARCEL No: 13354 DGS PARCEL No: 10457 REPORT No: NCS-268210-LA1 TITLE COMPANY: First American Title Insurance Company DATED: 01/10/2007 ADDRESS: 520 N Central Avenue, 8th FL, Glendale, CA 91203 ACCEPT 1 DELETE 2 EXPLANATION 3. ITEM No. General and special taxes and assessments for the fiscal year 2007-2008, a lien Х 1 not yet due and payable. By agreement with the County, this tax will not be assessed. X. General and special taxes and assessments for the fiscal year 2006-2007. 2 Included in the purchase price of this tax default parcel through October 2006. The lien of defaulted taxes for the fiscal year 1999-2000 (Regular), and any 3 Х subsequent delinquencies. N/A—Already included in the purchase price of this tax default parcel. Х The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code. None. Los Angeles County disclosure of Deeded Fees for sale if tax default parcel. 5 Χ included in the purchase price of the tax default parcel. Water rights, claims or title to water, whether or not shown by the public records. 6 Х Acceptable, no title policy will be obtained. Terms and provisions contained in the document entitled "Declaration and Grant Х 7 of Easements" recorded 9/17/1970, Instrument No. 2261 of Official Records. Previous owners of the NE 1/4 of the SW 1/4 of Section 32, T 7, R 9 subdivided the property into 4 parcels and granted an appurtenant road easement to all owners, heirs, successors, and assigns in Section 32. Does not affect DPR's intended 8 X Terms and provisions contained in the document entitled "Declaration and Grant of Easements" recorded 01/20/1972, Instrument No. 1941 of Official Records. The subdivision and granting of an appurtenant easement for access to all owners of Section 32 by owners of a parcel in the SW 1/4 of the SW 1/4. Does not affect DPR's intended use. 9 The reservation of an easement over the West 32 feet of said parcel for ingress, Х egress and public utility purposes in the document recorded 12/7/1982 as Instrument 82-1219596 of Official Records. Does not affect DPR's intended use. The Notice of Power to Sell Tax-defaulted Property executed by the county tax 10 Х collector for non-payment of delinquent taxes recorded 7/28/2005 as Instrument No. 05-1794655 of Official Records. None, will be removed upon sale to DPR. Any adverse effect or failure of title as a result of the property being sold for Х taxes. Acceptable, no title policy will be obtained.

<sup>&</sup>lt;sup>1</sup> ACCEPT - State will take title subject to the item.

<sup>&</sup>lt;sup>2</sup> DELETE - State will not take title subject to the item.

<sup>&</sup>lt;sup>3</sup> Explain effect on market value of any accepted items not considered in appraisal.

# ACQUISITION SUMMARY PAGE 3

12. SPECIAL CONTRACT CLAUSES [] check if none	
<ul> <li>The Treasurer and Tax Collector of Los Angeles County h and check for payment of the delinquent taxes and fees prior</li> </ul>	as indicated that they require a Certificate of Acceptance to the issuance and recordation of the Tax Deed.
13. SPECIAL DEED CLAUSES [X] check if none	
14. DISPOSITION OF UNRECORDED INTERESTS [X] of	heck if none
15. POSSESSION AND OCCUPANCY	
[X] Vacant [] Owner occupied [] Tenant occupied [] lease [] month-to-month tenancy [] Relocation Assistance consideration Remarks:	<ul><li>[] Assumption of rental or lease contract</li><li>Term:</li><li>Rate:</li><li>Cancellation clause:</li><li>Remarks:</li></ul>
	LAS 41 (p3) (2/96)

### 16. CERTIFICATE OF INSPECTION

The undersigned, an employee of the Department of General Services, certifies that he is qualified to recognize property easements and encumbrances. He has personally inspected the subject property and found no visible signs of easements, rights of way or other evidence supporting potential claims of interest.

Russ Dingman, Assoc. Parks & Recreation Specialist

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

### 18. REMARKS

- -- This Los Angeles County tax delinquent property is offered to the State under Revenue and Taxation Code Section 3791 for \$7,675.10 plus advertising costs and fees of \$379.93. The value of this property, if acquired from a private owner would be in excess of \$8.055.03.
- Two (2) title companies were contacted in order to obtain a preliminary title report. Chicago Title Company refused to issue a preliminary title report for this tax default parcel. First American Title Insurance Company did issue a preliminary title report; however, while making the request they stated immediately that they would not issue a policy of title insurance for tax default property. A Policy of Title Insurance is not obtainable for this transaction.
- This property is contiguous to Antelope Valley Indian Museum State Historic Park. Access is available through the Park. See also Section 11, Item 7 and 8 herein.
- During the ESS site visit, staff noted an abandoned car on the property. Parks staff will have the car removed once the property is acquired. A license plate was still attached; staff will attempt to locate the previous owner to recover the costs of the vehicle removal from the property.

19. AGENCY RECOMMENDATION FOR APPROVAL

Carolyn Momsen, Senior Land Agent

Warren E. Mestrup, Jr., Chief

Acquisition Real Property Services Division

Date: 1/2

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