FIRST AMERICAN TITLE COMPANY of LOS ANGELES

WHEN RECORDED MAIL TO

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES SOURCES RECORDER NAMED AND BELLEVINGER REAL ESTATE SERVICES DIVISION 650 Howe Avenue Sacramento, CA

RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CA

APR 27 1977 AT 8 A.M.

Recorder's Office

FREE

39.308+139360-18

Lorporation Grant Deed

SPACE ABOVE THIS LINE FOR RECORDER'S USE Agency:

Parks and Recreation

Project:

Poppy Preserve

Parcel:

 $\sqrt{2861, 2898}$ and 2908

CALIFORNIA STATE PARKS FOUNDATION, a California Nonprofit Corporation

a corporation organized under the laws of the state of California hereby GRANTS to THE STATE OF CALIFORNIA, the following described real property , State of California: as shown on the in the County of Los Angeles attached Exhibit "A" consisting of one (1) page.

> DOCUMENTARY TRANSPER Signature of Decis and or Firm Name

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

Affix IRS

March 22, Dated:.

CALIFORNIA STATE PARKS FOUNDATION a California Nonprofit Corporation

President

STATE OF CALIFORNIA	A

SS. Alameda On March 22, 1977 before me, the undersigned, a Notary Public in and for said County and State, personally appeared William Penn Mott, Jr., known to me to be the President, and Robert Howard known to me to be Assistant Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

PROPERTY OF THE PROPERTY OF TH

OFFICIAL SEAL NORMAN A. STENBERG NOTARY PUBLIC CALIFORNIA ALAMEDA COUNTY My Commission Expires Oct. 20, 1977 WITNESS my hand and official seal,

(Seal) Signature....

Norman A. Stenberg

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

PARCEL 1:

The Southwest quarter of Section 31, Township 8 North, Range 14 West, S.B.B.M., in the County of Los Angeles, State of California, according to the official plat of said land.

EXCEPT THEREFROM those portions located within all existing and lawfully established public county roads.

ALSO EXCEPT a life estate in 50 per cent of all oil, gas, and other minerals and mineral rights, whether metallic or nonmetallic, as reserved by Arthur A. Hart and Juanita M. Hart, husband and wife, in deed recorded January 12, 1953, in Book 40703, Page 167, Official Records, as Instrument No. 748. Said deed also recites "Upon the death of the last grantor, the reservation passes to the grantee without revocation."

ALSO EXCEPTING THEREFROM such interest as has been acquired by Antelope Valley East Kern Water Agency in Los Angeles County Superior Court Case Number NO C-1948, as to Parcel WF-LA-05 therein, as shown in Judgement dated in March, 1977.

PARCEL 2:

All of lot 2, and the North 37.29 feet of lot 1 in the Northeast quarter of Section 6, Township 7 North, Range 14 West, S.B.B.M., in the county of Los Angeles. State of California, according to the official plat of said land.

EXCEPT THEREFROM any portion included within the lines of the South one half of the Northeast quarter of said Section 6.

ALSO EXCEPT a life estate in 50 per cent of all oil, gas, and other minerals and mineral rights, whether metallic or nonmetallic, as reserved by Arthur A. Hart and Juanita M. Hart, husband and wife; in deed recorded January 12, 1953, in Book 40703, Page 167, Official Records, as Instrument No. 748. Said deed also recites "Upon the death of the last grantor, the reservation passes to the grantee without revocation."

PARCEL 3:

The Southeast one-quarter of Section 31, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the official plat of a survey of said land on file in the office of the Bureau of Land Management.

EXCEPT THEREFROM those portions located within all existing and lawfully established public county roads.

ALSO EXCEPT THEREFROM that portion of said land described as Parcel 1 in the deed to the Antelope Valley East Kern Water Agency, a Public Corporation recorded November 29, 1976, as instrument number 3671, Official Records.

Exhibit 'Q''
of minutes
State Public Works Board
March 28, 1977

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

(Parcels 2861, 2898 and 2908 - Poppy Preserve)

WHEREAS, the Property Acquisition Law (Part II, Division 3, Title 2 of the Government Code of the State of California) empowers the State Public Works Board to select and acquire in the name of the State of California suitable and adequate real property for such purposes as may be specified in legislation making funds available for such acquisition; and

WHEREAS, Chapter 1521(w), Statutes of 1974, makes an appropriation for expenditure under the provisions of the Property Acquisition Law for the acquisition of real property for the use of the Poppy Preserve, Department of Parks and Recreation; and

WHEREAS, the staff of the Board has submitted information which indicates that the procedures and criteria established by the Attorney General relating to implied dedication have been complied with in the investigations and appraisals of the hereinafter described real property; and

WHEREAS, it appears that the owner of the following described real property has agreed to sell said property to the State for the total purchase price of \$85,000, subject to the terms and conditions of an agreement dated March 22, 1977, in which California State Parks Foundation is the Grantor and the State of California is the Grantee.

NOW, THEREFORE, BE IT RESOLVED, that the hereinafter described real property be, and the same is, hereby selected for acquisition by negotiation under said Property Acquisition Law, as specified in Chapter 1521(w), Statutes of 1974.

BE IT FURTHER RESOLVED, that the Board hereby determines that the procedures and criteria established by the Attorney General relating to implied dedication have been complied with in the investigations and appraisals of the hereinafter described real property.

BE IT FURTHER RESOLVED that the State Public Works Board, by unanimous vote, hereby determines that such purchase price of \$85,000 is fair and reasonable and acquisition by condemnation is not necessary; and

BE IT FURTHER RESOLVED that the State Public Works Board hereby accepts, on behalf of the State of California, the conveyance dated March 22, 1977, from California State Parks Foundation to the State of California, of the hereinafter described real property in the County of Los Angeles, State of California, and consents to the recordation thereof; and

BE IT FURTHER RESOLVED that either the Chairman or the Administrative Secretary of this Board be, and he hereby is, authorized and directed to execute said agreement and approve such instruments as may be necessary to complete the acquisition of said real property.

The real property hereinabove referred to, which is authorized to be acquired by this resolution, is situate in the County of Los Angeles, State of California, and described as follows:

PARCEL 2908

The Southwest quarter of Section 31, Township 8 North, Range 14 West, S.B.B.M., in the County of Los Angeles, State of California, according to the official plat of said land.

EXCEPT THEREFROM those portions located within all existing and lawfully established public county roads.

ALSO EXCEPT a life estate in 50 per cent of all oil, gas, and other minerals and mineral rights, whether metallic or nonmetallic, as reserved by Arthur A. Hart and Juanita M. Hart, husband and wife, in deed recorded January 12, 1953, in Book 40703, Page 167, Official Records, as Instrument No. 748. Said deed also recites "Upon the death of the last grantor, the reservation passes to the grantee without revocation."

ALSO EXCEPTING THEREFROM such interest as has been acquired by Antelope Valley East Kern Water Agency in Los Angeles County Superior Court Case Number NO C-1948, as to Parcel WF-LA-05 therein, as shown in Judgement dated in March, 1977.

PARCEL 2898

All of lot 2, and the North 37.29 feet of lot 1 in the Northeast quarter of Section 6, Township 7 North, Range 14 West, S.B.B.M., in the county of Los Angeles, State of California, according to the official plat of said land.

EXCEPT THEREFROM any portion included within the lines of the South one half of the Northeast quarter of said Section 6.

ALSO EXCEPT a life estate in 50 per cent of all oil, gas, and other minerals and mineral rights, whether metallic or nonmetallic, as reserved by Arthur A. Hart and Juanita M. Hart, husband and wife, in deed recorded January 12, 1953, in Book 40703, Page 167, Official Records, as Instrument No. 748. Said deed also recites "Upon the death of the last grantor, the reservation passes to the grantee without revocation."

PARCEL 2861

The Southeast one-quarter of Section 31, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the official plat of a survey of said land on file in the office of the Bureau of Land Management.

EXCEPT THEREFROM those portions located within all existing and lawfully established public county roads.

ALSO EXCEPT THEREFROM that portion of said land described as Parcel 1 in the deed to the Antelope Valley East Kern Water Agency, a Public Corporation recorded November 29, 1976, as instrument number 3671, Official Records.

END OF RESOLUTION

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of a resolution adopted by unanimous vote of the State Public Works Board on March 28, 1977.

WITNESS my hand this 28th day of March, 1977.

Administrative Secretary State Public Works Board

Memorandun

To : Office of the Director Department of Parks and Recreation 1416 Ninth Street, 14th Floor Sacramento, CA 95825

Date : August 17, 1977

File No.:

Attention Les McCargo, Chief Management Office

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

Subject: TRANSFER OF JURISDICTION Department of Parks and Recreation Poppy Preserve Parcels 2861, 2898, 2908 DBP-379

> By resolution dated March 28, 1977, the State Public Works Board authorized the acquisition of subject parcels of real property required for the above-referenced project.

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

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

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

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

DEPARTMENT OF GENERAL SERVICES

THOMAS F. SHERMAN

Supervising Land Agent

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

millin) (ak Russell Cahill, Director

SEP 21 1977 Date

72 3459

AC-122

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

NOTIFICATION OF REAL PROPERTY TRANSFER

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	M: ACQUISITION						•		
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DISTRIBUTION

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

Roland P. Foos, Land Agent

Memorandum

Date: February 17, 1983

File No.: 2861, 2865, 2898,

2908 & 2938

To : Ken Mitchell, Chief

Acquisition Division

Department of Parks and Recreation

1020-8th Street, 2nd Floor Sacramento, CA 95814

Attention Roland Foos

Property Management

Subject: TRANSFER OF JURISDICTION

Parks and Recreation

Antelope Valley California Poppy Reserve, DBP-379

DRW.9. 1397/

From : Department of General Services - Real Estate Services Division

650 Howe Avenue, Sacramento 95825-4699

Property Management has now completed demolition work on the above subject parcels. Therefore, by date of this letter, the Department of General Services, <u>re-transfers these parcels</u> of real property to the Department of Parks and Recreation.

Copies of the recorded instruments of conveyance and policies of title insurance were previously sent to you. Originals of these documents were sent to the Proprietary Land Index for forwarding and permanent filing in the Office of the Secretary of State.

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

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

DEPARTMENT OF GENERAL SERVICES

OHN H. BROOKS

Senior Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

Mr. L.

DEPARTMENT OF PARKS AND RECREATION

(Roland V. Vool Land Ugent

DATE 3-8-83

TRANSFER OF JURISDICTION SUPPLEMENTAL DATA SHEET

RES PARCEL NO.: 2861, 2898 & 2908

SECRETARY OF STATE - PROPRIETARY LAND INDEX NO.: 72-3459

ASSESSOR'S PARCEL NO.:

PUBLIC WORKS BOARD DATE: March 28, 1977

ACREAGE: 402 Acres

GRANTOR: California State Parks Foundation

RECORDING DATA: April 27, 1977; Book 77- , Page 428476

CONSIDERATION: \$313,200

TRANSFER OF JURISDICTION SUPPLEMENTAL DATA SHEET

RES PARCEL NO.: 2865

SECRETARY OF STATE PROPRIETARY LAND INDEX NO.: 72-3352

ASSESSOR'S PARCEL NO.:

PUBLIC WORKS BOARD DATE: August 30, 1976

ACREAGE: Portion of 960 Acres

GRANTOR: California State Parks Foundation

RECORDING DATA: October 26, 1976; Book 07294, Page 756

CONSIDERATION: \$470,400 (Includes other parcels)

TRANSFER OF JURISDICTION SUPPLEMENTAL DATA SHEET

RES PARCEL NO.: 2938

SECRETARY OF STATE - PROPRIETARY LAND INDEX NO.: 72-4294

ASSESSOR'S PARCEL NO.:

PUBLIC WORKS BOARD DATE: May 30, 1980

ACREAGE: 1.00 Acre

GRANTOR: Leonard A. Willey, et ux

RECORDING DATA: July 30, 1980; Book 80-, Page 727961

CONSIDERATION: \$6,200

STATE OF CALIFORNIA – THE RESOURCES AGENCY DEPARTMENT OF PARKS, AND RECREATION

FILE NO. 419.8 5 6 0

NOTIFICATION OF REAL PROPERTY TRANSFER

DATE: February 2, 1977

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Acquisition Branch

August 17, 1977

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Office of the Director Department of Parks and Recreation 1416 Ninth Street, 14th Floor Secremento, CA 95825

Attention Les McCargo, Chief Banagement Office

> - Real Estate Services Division 650 Bowe Avenue, Sacramento, CA 95825

TRANSFER OF JURISDICTICS

Department of Parks and Recreation

Poppy Preserve

Parcels 2861 2598 29080

DAP-379

By resolution dated March 28, 1977, the State Public Works Board authorised the acquisition of subject parcels of real property required for the above-referenced project.

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

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

Taxes on these parcels have been handled pursuant to Section 4966, at seq., Revenue and Taxetien Code.

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

BEPAYTHENT OF CERERAL SERVICES

TECHAS F. SELEMAS Supervising Land Agent

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

- Russell Cahill, Director

SEP 21 1977

Bate

Mr. (A Kepoulte. 2-10-82 3=16-82 (Juds langer/- KES auds copy to Bitte Currien an tellin 492-1507 PHONE ATS mis 4 cheaning the quitements Maghner Bill Curren pays approve on linea memo. to amount 3-19-82 Rock ma SEND PARTS 1 AND 3 INTACT - PART 3 WILL BE RETURNED WITH REPLY. SECTION OF as Exhill to STD Form 13-191 CO CON BOOK proceeded the horizon of minner. Herd # 19:400 and Just Can TO: Southern Keyers 4 6 RES would mist account or MINNE s pardicallano Trades de STD 100-B'(REV. 9:70) RETURN TO MINI-MEMO:

Memorandum

Dute i January 26, 1982

To : William J. Curran Land Agent Southern Region

High Desert Area Manager
From : Department of Parks and Recreation

Subject: Antelope Valley California Poppy Reserve RES Parcels 2861, 2865, 2898, 2908, 2938 Demolition and Cleanup Requirements

Field inspection has revealed demolition requirements on the following parcels:

Two large concrete water troughs (12! diameter), one large concrete feed trough (4'x125' approximately), pipe, post and small concrete slab.

RES Parcel 2861 - Concrete and pipe cattle guard.

RES Parcel 2898 - One concrete and pipe cattle guard.

- One cattle corral constructed of railroad ties and 2"x6" rails. One foundation for a wildmill, water well needs to be sealed, debris cleanup. One house foundation and slab floor (concrete block foundation), three concrete slabs, one septic tank to be caved in and filled, water well to be sealed, other miscellaneous debris.

BES Parcel 2938 - Household trush dump pit (trush to be removed and pit filled), miscellaneous debris.

We have a bid for demolition, removal and cleanup of these parcels for \$13,400 from Dermody, Inc. (General Contractor), 45038 N. Yucca Avenue, Lancaster, CA 93534; phone (805) 948-4696.

James R. Geary Area Manager High Desert Area

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JRG:nc

Attachment (map)

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3-24-93 There is now and britted
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EXHIBIT"A" Sheet 2 of 2

Memorandum

mate: December 24, 1981

To Real Estate Services
ATT: George Dutra, Property Management

From : Department of Parks and Recreation - Acquisition, Property Management

Subject: Antelope Valley California Poppy Reserve RES Parcels 2861, 2865, 2898, 2908, 2938 Demolition and Cleanup Requirement

A field inspection by Parks personnel reveals demolition and cleanup of the above parcels still remains to be done.

The memo Transfer of Jurisdiction (PC-30) for the parcels was prepared, submitted to Parks and acknowledged in error. Please utilize this document as authorization for transfer to R.E.S. and interim management of the subject parcels pending the providing of 15863 funds to Parks. We are requesting the Region to submit information by parcels on exactly what remains to be done, and current estimate of dollar cost for materials, labor and service contracts. Upon receipt of this information STD Form 13 - Interagency Agreement will be processed through channels for consideration.

Robert S. Simpson Senior Land Agent

cc: Bill Curran, Southern Region Jim Geary, High Desert Area





RECEIVED

AUG 9 1977

Real Estate Services Division

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

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

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

and in addition, as to an insured lender only:

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

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

First American Title Insurance Company

ATTEST John July

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2 (a) of these Conditions and Stipulations.
- (b) "insured claimant": an insured claiming loss or damage hereunder.
- (c) "insured lender": the owner of an insured mortgage.
- (d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
- (e) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.
- (f) "land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by Paragraph No. 6 of Part I of Schedule B of this Policy.
- (g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (h) "public records": those records which by law impart constructive notice of matters relating to the land.

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

- If this policy insures the owner of the indebtedness secured by the insured mortgage, this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of the estate or interest in the land described in Schedule C by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if such insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of such insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage. After any such acquisition the amount of insurance hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:
- (i) the amount of insurance stated in Schedule A;
- (ii) the amount of the unpaid principal of the indebtedness plus interest thereon, as determined under paragraph 6 (a) (iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

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

(b) CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

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

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

- (a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumpance or other matter insured against by this policy.
- (b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.
- (c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.
- (d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company's expense, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and (2) in any other act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or

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

4. PROOF OF LOSS OR DAMAGE -LIMITATION OF ACTION

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

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

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

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

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS AND OPTIONS TO PURCHASE IN-DEBTEDNESS

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

6. DETERMINATION AND PAYMENT OF LOSS

- (a) The liability of the Company under this policy shall in no case exceed the least of:
 - (i) the actual loss of the insured claimant;
- (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2 (a) hereof: or
- (iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.
- (b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by

(Continued on inside back cover)

OP 138678-18 AS: jp end. FAll

SCHEDULE A

Total fee for Title, Examination and Title Insurance \$700.24

Amount of Insurance: \$313,200.00

Policy No. TOR 1-60995

Date of Policy: May 4, 1977 at 7:50 A.M.

1. Name of Insured:

THE STATE OF CALIFORNIA.

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

THE STATE OF CALIFORNIA.

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

A fee.

Dur No. 138678-18

SCHEDULE B

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

Part One:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests or claims which are not shown by public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- 6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
- 7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement nor or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
- 8. Rights of eminent domain or governmental rights of police power

Dur No. 138678-18

SCHEDULE B

unless notice of the exercise of such rights appears in the public records.

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

Part Two:

- General and special county taxes for the fiscal year 1976-1977, in the amount of \$1.44, plus penalty and cost.
- 2. Affects Parcels 1 and 3.
 Rights of way affecting said land for ditches and canals constructed by the United States of America, as reserved in Patent No. 173 issued January 29, 1920 to the Southern Pacific Railroad, successor to Southern Pacific Railroad of California, recorded August 20, 1920 in book 17 page 98 of Patents.
- 3. Affects Parcels 1 and 3. Any adverse title or claim of interest affecting said land of the United States of America or claimants thereunder to oil or minerals in said land.
- 4. Affects Parcels 1 and 3.

 The effect of a record of survey affecting said land, recorded in book 25 page 42 of Record of Surveys, in which Blocks "I" to "P" inclusive thereof and adjacent streets purport to show a subdivision of the property above described.
- Affects Parcel 1.

 An easement for public utilities and incidental purposes, as granted to Southern California Edison Company, a corporation, in deed recorded in book 24522 page 187, Official Records over the Easterly 5 feet of said land.

Our No. 138678-18

SCHEDULE B

- Affects Parcel 3.

 An easement for public utilities and incidental purposes, as granted to Southern California Edison Company. a corporation, in deed recorded in book 24552 page 55, Official Records over the Westerly 5 feet of said land.
- 7. Affects Parcel 2.

 An easement for public street, road or highway purposes as provided in the deed recorded March 5, 1970 as Instrument No. 2282 over the Northerly 50 feet of said land.
- Affects Parcel 3.

 An easement for public street, road or highway purposes as provided in the deed recorded March 5, 1970 as Instrument No. 2282 over the Southerly 50 feet of said land.
 - 9. Affects Parcels 1 and 3.
 An easement for public street, road or highway purposes as provided in the deed recorded August 3, 1971 as Instrument No. 3673 over the Westerly 50 feet of said land, and over that portion of the Southwest quarter of the above mentioned Section, within the following described boundaries:

Beginning at the intersection of the Northerly line of the Southerly 50 feet of said Section with the Easterly line of above described; thence Northerly along said Easterly line to the beginning of a curve concave to the Southeast, having a radius of 27 feet, tangent to said Northerly line and tangent to said Westerly line; thence Southeasterly along said curve to said Northerly line; thence Westerly along said Northerly line to the point of beginning.

To be known as 161st Street West.

Affects Parcel 3.

An easement and right-of-way consisting of a strip of land for temporary construction purposes 25,00 feet (7.62 meters) of even width, said 25.00 foot wide strip of land lying Northwesterly of and immediately adjoining the Northwesterly line of that 50.00 foot wide strip of land described in Parcel 1 in the deed to the Antelope Valley-East Kern Water Agency recorded November 29, 1976, as Instrument No. 3671.

Together with a strip of land 25.00 feet of even width, said 25.00 foot wide strip of land lying Southeasterly of, and immediately adjoining the Southeasterly line of the 50.00 foot wide strip of land described in Parcel 1 in deed to the Antelope

Dur No. 138678-18

SCHEDULE B

Valley Valley-East Kern Water Agency recorded November 29, 1976, as Instrument No. 3671.

11. Affects Parcel 1.

An easement and right-of-way consisting of a strip of land for temporary construction purposes 25.00 feet (7.62 meters) of even width, said 25.00 foot wide strip of land lying Northwesterly of, and immediately adjoining the Northwesterly line of the 50.00 foot wide strip of land described in Parcel 1 in the Final Order and Judgment of Condemnation recorded May 3, 1977 as Instrument No. 77-455731.

Together with a strip of land 25.00 feet of even width, said 25.00 foot wide strip of land lying Southeasterly of, and immediately adjoining the Southeasterly line of the 50.00 foot wide strip of land described in Parcel in the Final Order and Judgment of Condemnation recorded May 3, 1977 as Instrument No. 77-455731.

Dur No.

138678-18

SCHEDULE C

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

PARCEL 1:

The Southwest quarter of Section 31, Township 8 North, Range 14, West San Bernardino Base and Meridian, according to the office plat of said land.

EXCEPT therefrom those portions located within all existing and lawfully established public county roads.

ALSO EXCEPT a life estate in 50 percent of all oil, gas, and other minerals and mineral rights, whether metallic or nonmetallic, as reserved by Arthur A. Hart and Juanita M. Hart, husband and wife, in deed recorded January 12, 1953, in book 40703 page 167, Official Records, as Instrument No. 748. Said deed also recites "Upon the death of the last grantor, the reservation passes to the grantee without revocation".

ALSO EXCEPT therefrom such interest as has been acquired by Antelope Valley East Kern Water Agency in Los Angeles County Superior Court Case Number NO C-1948, as to Parcel WF-LA-05 therein, as shown in Judgement dated in March, 1977.

PARCEL 2:

ALL of Lot 2, and the North 37.29 feet of Lot 1 in the Northeast quarter of Section 6, Township 7 North, Range 14 West, San Bernardino Base and Meridian, according to the official plat of said land.

EXCEPT therefrom any portion included within the lines of the South one-half of the Northeast quarter of Section 6.

ALSD EXCEPT a life estate in 50 percent of all oil, gas, and other minerals and mineral rights, whether metallic or nonmetallic, as reserved by Arthur A. Hart and Juanita M. Hart, husband and wife, in deed recorded January 12, 1953 in book 40703 page 167, Official Records, as Instrument No. 748. Said deed also recites "Upon the death of the last grantor, the reservation passes to the grantee without revocation".

Our No.

138678-18

SCHEDULE

PARCEL 3:

The Southeast one-quarter of Section 31, Township 8 North, Range 14 West, San Bernardino Base and Meridian, according to the official plat of survey of said land on file in the office of the Bureau of Land Management.

EXCEPT therefrom those portions located within all existing and lawfully established public county roads.

ALSO EXCEPT therefrom that portion of said land described as Parcel 1 in the deed to the Antelope Valley East Kern Water Agency, a Public Corporation recorded November 29, 1976 as Instrument No. 3671, Official Records.

(Continued from inside front cover)

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

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

7. LIMITATION OF LIABILITY

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

8. REDUCTION OF INSURANCE; TERMINA-TION OF LIABILITY

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

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

9. LIABILITY NONCUMULATIVE

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

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

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

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

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

11. LIABILITY LIMITED TO THIS POLICY

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

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

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

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

12. NOTICES, WHERE SENT

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

POLICY OF TITLE INSURANCE

A STAMERI

First American Title Insurance Company CALIFORNIA HOME OFFICE:

SANTA ANA

Issued by

First American Title Insurance Company

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

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

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

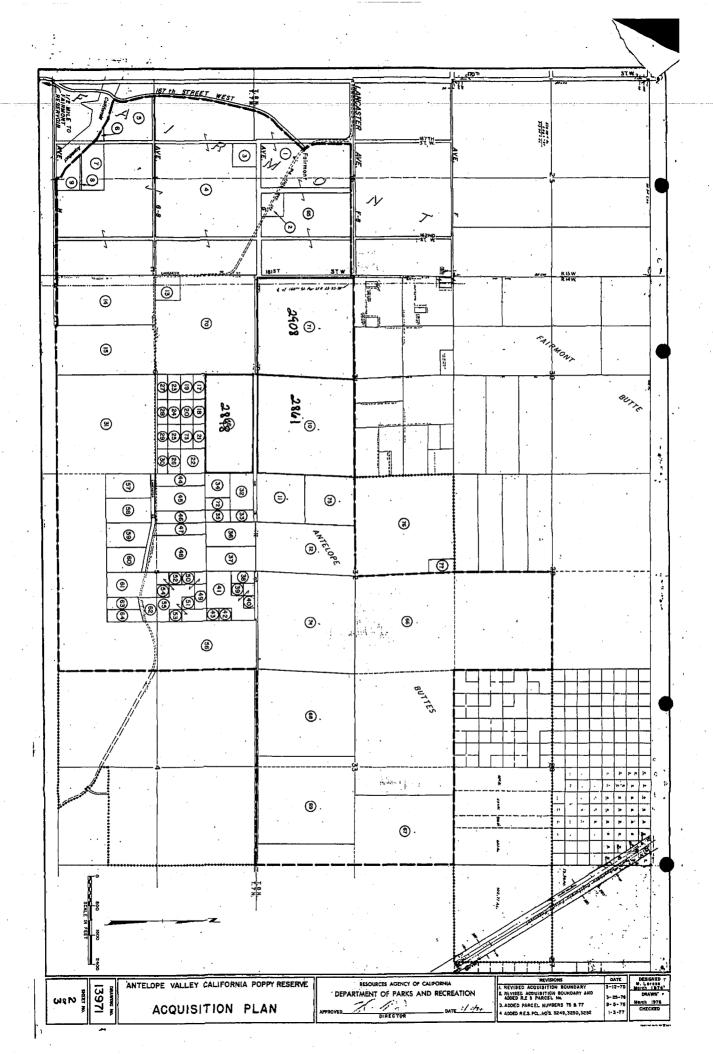
This indorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

First American Title Insurance Company

Spelaceral PRESIDENT
The Manager ASSISTANT SECRETARY

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

FA - 11 (9-30-74) Owner Inflation



TRANSFER TO PROPRIETARY LAND INDI

INSTRUCTIONS

RRB-109—(RKV::6/77)

AQUISITION
Prepare in TRIPLICATE. Original to Senior Land Agent, Copy to Client Agency.
SURPLUS SALES
Prepare in QUINTUPLICATE.

TO	DATE
Proprietary Land Index	August 17, 1977
Acquisition	
Parks and Recreation	
Poppy Preserve	
DBP-379, Parcels 2861, 2898 and 29	908
	ATTACHED ARE
Corporation Grant Deed	March 22, 1977
California State Parks Foundation,	a California non-profit corporation
State	
мисоково on April 27, 1977	77-428476
BOOK NUMBER PAGE NUMBER	LOS Angeles
GONEISTING OF	
X ACRES 402+ EQUARE FEET	ОТНЕЯ
TOR 1-60995	\$ 313,200
First American Title Insurance Com	ipany
THESE DOCUMENTS COVER CONVEYANCE/ACQUISITION BY THE	ETATE IN
PEE EASEMENT	Transfer to Agency
Parks and Recreation	es i e
THIS IS A TIME PAYMENT SALE	LAST PAYMENT DUE ON
NO YES	
SUBMITTED BY	
JOHN BROOKS Senior Land Agent	
Enclosures	
cc:	

Recording Requested By: 1 State of California - Official Business Document Entitled to Free Recordation Pursuant to Government Code Section 6103 RECORDED/FILED IN OFFICIAL RECORDS
TO RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA Not Subject to California Documentary Stamp A When Recorded Mail To: 5 8:04 AM MAY 24 1995 State of California Department of Parks and Recreation 6 Acquisition Section Post Office Box 942896 Sacramento, California 94296-0001 A-07200 FREE S E 8 Space above for Recorder's Use_ 9 APN 3236-150-64 & 65 10 11 **GRANT DEED** 12 13 THE UNDERSIGNED, Wildflower Preservation Foundation, Inc., a California 14 Corporation, hereby grants to the State of California all that certain real property in the County of 15 Los Angeles, State of California, described as follows: 16 17 See Exhibit "A" attached hereto 18 19 20 21 22 23 24 25 26 27 28

72-5633

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

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

	IN WITNESS	WHEREOF,	the undersigne	ed has execute	ed this instrum	ent this
6th	day of	March		<u>5</u>		

Wildflower Preservation Foundation, Inc.

By Directly A. Holl
Dorothy Bolt, President

By Ann Gregg, Secretary

95-827369

72-5633

PARCEL 1:

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

EXCEPT THEREFROM THE NORTH 130 FEET THEREOF, AS CONVEYED TO THE STATE OF CALIFORNIA, IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-727961.

PARCEL 2:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE WEST 20 FEET OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 3:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE EAST 20 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

95-827369

CERTIFICATE OF ACCEPTANCE

Antelope Valley California Poppy Reserve

PROJECT:

PARCEL: A-07201 This is to certify that the interest in real property conveyed by the deed dated / 9 95 from Wildflower Preservation Foundation, Inc., to the State MARCH 6 of California, a governmental agency, is hereby accepted by order of the Director of the Department of Parks and Recreation, pursuant to California Public Resources Code Section 5005, and the Grantee consents to the recordation of said conveyance. Date: 3-10-95 DEPARTMENT OF PARKS AND RECREATION By Land W Muss The Director of the Department of Finance does hereby approve the acceptance of this conveyance pursuant to California Government Code Section 11005. DEPARTMENT OF FINANCE 95-827369

72-5633

State of California

County of LOS ANGELES

On MARCH 6, 1995 before me, FRANK A. WILLIAMS - NOTARY PUBLIC.

personally appeared. DOROTHY BOLT AND ANN GREGG.

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

WITNESS my hand and official seal.

Notary public in and for said State.



. 95-827369

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STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

NOTIFICATION OF REAL PROPERTY TRANSFER

то:		ATION	INCALINO	DATE: ALIC A	1003
	I C. Preece			DATE: AUG 4	1997
	es District				
9					.
			· · · · · · · · · · · · · · · · · · ·		ADDITION
				[DISPOSAL
			X TO		
The following des	scribed parcel of real property has I	been transferred	FROM the Departm	ent of Parks and Recreation.	Parcel History No.
	e e				72-5633
District/Unit No.	Unit Name			DPR/DBP/PRG/SSL No.	OREDS Parcel No.
919/560	Antelope Valley Cali	fornia Poppy	Reserve	-	
Acquisition Plan No.	County	Land Acreage	. •	Water Frontage	
26890	Los Angeles		8.51		None Mineral Rights
Grantor					Yes
Date Recorded	servation Foundation			Transfer of Jurisdiction:	1 162.
05/24/1995	Document No. 95 82	7360		Certificate of Acceptance:	04/25/1995
Method of Acquisition		. 1009	Lease	Certificate of Acceptance.	Improved
	X Deed X Gift	Exchange	Condemnation		Unimproved
Established Value			State Funds Expended		•
Land	\$110,000.00		Land	\$0.00	
Lanu	Ψ110,000.00				e e
Improvement	S		Improvements		
		-			
TOTAL	\$110,000.00		TOTAL	\$0.00	· · · · · ·
Fund Source					
Fulla Source	Gift		4		
	Oilt				
Supporting Documents					
Instrument of	Policy of	Surplus/Dispe	osal Plan or	*Encumbrances	Y 1
Conveyance	X Title Insurance X	Acqui	sition Plan X	Eliculibratices	
REMARKS					
ADN: 2226 1	50-64 and 65				x :
AFN. 3230-1	50-04 and 05				
DPR Parcel N	No. A07200				
		1			
	•				
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					• •
			pur to the same		
SEE POLICY OF TITL	E INSURANCE		•		
1	ON NO				

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



Continental Lawyers Title Company

subsidiary of Lawyers Title Insurance Corporation

The staff of Continental Lawyers Title Company is honored to have served you.

We are proud of our ability to provide you with an impressive staff of professionals who are experienced, knowledgeable, responsive and helpful. We are part of an extensive network of over 3.500 agencies and branch offices nationwide.

You are always #1 with us and by specifying Continental Lawyers Title Company on your next real estate transaction, you may receive up to a 20% discount on your next title insurance policy.

Regardless of your title needs, we're here to help. One company does it all ... Continental Lawyers Title Company.

Sincerely,

Edward J. Zerwekh President

Chief Executive Officer

Insurance Orporation

NATIONAL HEADQUARTERS

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

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

and in addition, as to an insured lender only:

Attest:

Countersigned:

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

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

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

EXCLUSIONS FROM COVERAGE

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

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - brance 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:

Auth

or Agent

- (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

SCHEDULE A

DATE OF POLICY: JULY 22, 1994 AT 8:00 A.M.

AMOUNT OF

INSURANCE

\$110,000.00

PREMIUM

\$602.00

POLICY NO. 75-00-743-662

ORDER NO. 4210171-33

NAME OF INSURED:

WILDFLOWER PRESERVATION FOUNDATION, INC., A CALIFORNIA CORPORATION

THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:

A FEE AS TO PARCEL(S) 1; AN EASEMENT MORE FULLY DESCRIBED BELOW AS TO PARCEL(S) 2 AND 3

- TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN: 3. WILDFLOWER PRESERVATION FOUNDATION, INC., A CALIFORNIA CORPORATION
- THE LAND REPERED TO IN THIS POLICY TO DESCRIPED, AC. POLICHO.

PARCEL 1:

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

ORDER NO.4210171-33
POLICY NO. 75-00-743-662

EXCEPT THEREFROM THE NORTH 130 FEET THEREOF, AS CONVEYED TO THE STATE OF CALIFORNIA, IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-727961.

PARCEL 2:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE WEST 20 FEET OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 3:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE EAST 20 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

AUGUST 3, 1994

ISSUED AT:

CONTINENTAL LAWYERS TITLE COMPANY 1805 W. AVENUE K #A LANCASTER, CA 93534 CLTA STANDARD COVERAGE STANDARD 1990.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

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

- 2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.
- 3. EASEMENTS, LIENS OR ENCUMBRANCERS, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
- 4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
- 5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

PART II

- A. PROPERTY TAXES, INCLUDING GENERAL AND SPECIAL TAXES, PERSONAL PROPERTY TAXES, IF ANY, AND ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1994 1995 WHICH ARE A LIEN NOT YET PAYABLE.
- B. SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, ASSESSED PURSUANT TO THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO 1.

AS SET FORTH IN A DOCUMENT

PURPOSE:

RECORDED:

ROAD AND UTILITY PURPOSES

JULY 9, 1958 AS INSTRUMENT NO. 714

AFFECTS:

THE WEST 20 FEET

SAID MATTER AFFECTS:

PARCEL 1

AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO

AS SET FORTH IN A DOCUMENT

PURPOSE: RECORDED: PUBLIC' ROAD AND UTILITY PURPOSES JULY 9, 1958 AS INSTRUMENT NO. 714

AFFECTS:

THE WEST 20 FEET

SAID MATTER AFFECTS:

1000年前, PARCEL 2

AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO

AS SET FORTH IN A DOCUMENT

PURPOSE: RECORDED: PUBLIC ROAD AND UTILITY PURPOSES JULY 9, 1958 AS INSTRUMENT NO. 714

AFFECTS:

THE EAST 20 FEET

SAID MATTER AFFECTS:

PARCEL 3

AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO

AS SET FORTH IN A DOCUMENT

GRANTED TO:

GENERAL TELEPHONE COMPANY OF CALIFORNIA, A

CORPORATION

RIGHT OF WAY FOR THE CONSTRUCTION, PURPOSE:

MAINTENANCE, OPERATION, ALTERATION, REPAIR, REPLACEMENT AND/OR REMOVAL OF

COMMUNICATION FACILITIES

AUGUST 8, 1958 AS INSTRUMENT NO. 3371, RECORDED:

OFFICIAL RECORDS

A STRIP OF LAND LYING WITHIN THE NORTHWEST AFFECTS:

QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND

MERIDIAN. EXCEPT OF STREET

THE CENTERLINE OF SAID 4 FOOT STRIP OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 20 FEET EAST FROM THE SOUTHWEST CORNER OF SAID LAND; THENCE NORTH 890 FEET.

AS SET FORTH IN A DOCUMENT

AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO

GRANTED TO:

SOUTHERN CALIFORNIA EDISON COMPANY, A

CORPORATION

PURPOSE:

RIGHT OF WAY TO CONSTRUCT, LAY, INSTALL, USE, MAINTAIN, ALTER, ADD TO, REPAIR, REPLACE, INSPECT AND/OR REMOVE, AT ANY TIME AND FROM TIME TO TIME, AERIAL AND

UNDERGROUND ELECTRIC LINES AND

COMMUNICATION LINES

APRIL 24, 1967 AS INSTRUMENT NO. 2856

OFFICIAL RECORDS

AFFECTS:

RECORDED:

THE WESTERLY 10 FEET

AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

PURPOSE: RECORDED: INGRESS AND EGRESS

MARCH 22, 1972 AS INSTRUMENT NO. 3225,

OFFICIAL RECORDS

AFFECTS:

A PORTION OF SAID LAND

AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO:

SOUTHERN CALIFORNIA EDISON COMPANY, A

CORPORATION

PURPOSE:

RIGHT OF WAY TO CONSTRUCT, LAY, INSTALL, USE, MAINTAIN, ALTER, ADD TO, REPAIR, REPLACE, INSPECT AND/OR REMOVE, AT ANY TIME AND FROM TIME TO TIME, AERIAL AND

UNDERGROUND ELECTRIC LINES AND

COMMUNICATION LINES

MARCH 9, 1982 AS INSTRUMENT NO. 82-251688,

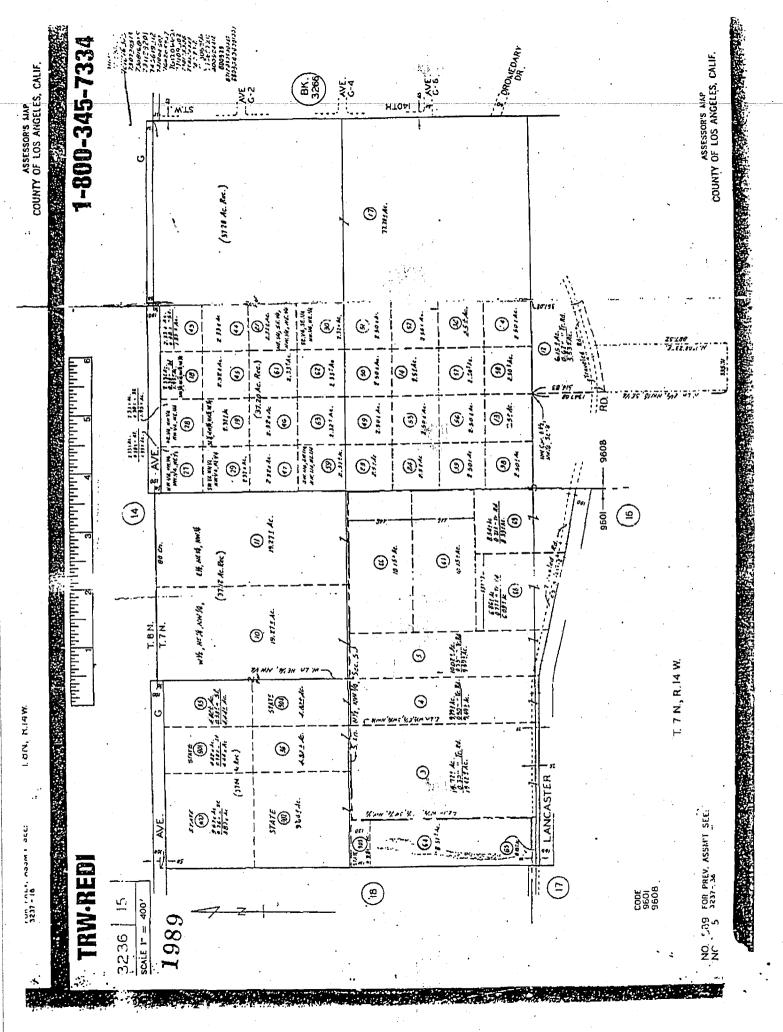
OFFICIAL RECORDS

AFFECTS:

RECORDED:

THE WESTERLY 20 FEET. EXCEPT THE

NORTHERLY 130 FEET



GIFT DEED SUMMARY

RES-212 (REV. 7/77)

		PLETED BY AGEN	CY — ATTACH PLA	T SHOWING THE RELATION OF				
I. AGENCY NAM	IX			1. PERSON SUBMITTING REQUEST	I '		MAR 2 0 1995	
DPR				G. McDaniel	653-9918	· 	<u></u>	
S, NAME OF PRO		1 m		4. LOCATION OF PROJECT			7. COUNTY	
Antelo	pe Valley Cal	liomia Popp	y keserve	Antelope Valley Los Angeles • SHAPE (RECTANGULAR, IRREGULAR, EYC.)				
	, SQUARE FEET)			1 2	OLKR, KTC.J			
8.5 <u>+</u>			<u>,</u>	Rectangular		:_	·	
IO. DONOR'S NA					Avenue K-1			
	ower Preserva			i Iancaster.	<u>CA 93536</u>	<u> </u>	· · · · · · · · · · · · · · · · · · ·	
12. A. IS PARCE:	L ADJACENT TO EXIS	STING STATE PROJE	ET OR FACILITY	·				
NO *				ASONS FOR ACCEPTING.	 			
B. IS PARCEL W	THIN AN APPROVED			2000				
NO	X YES IF Y	ES, IDENTIFY PLAN	Drawing No	26890			· · · · · · · · · · · · · · · · · · ·	
	THIN AN AREA FUN	DED BY LEGISLATIO	N LOS YCOURTION					
X no	YES IFT	res, specify Chap	YER, YEAR AND ITE	M	-			
D. IS PARCEL W	ITHIN AN AREA THA	THAS BEEN DISAPP	ROVED BY THE LEG	ISLATORE	•			
X NO		RS, EXPLAIN ON SE	PARATE SHEET RE	ASONS FOR ACCEPTING.			1	
13. IMPROVEME	NTS	•		14. FIXTURES OR PERSONAL PRO	rmatt.		MAINTENANCE	
	None		<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	None		¥.	* minimal	
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		·			<u> </u>	18. I	S DEMOLITION	
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	······································					<u> </u>	<u> s </u>	
IS RESTRICTION	S OR RESERVATION	5 PROPOSED		17. CHECK APPROPRIATE BOX			•	
	None			X UNCONDITIONAL GIFT	CONDITI	ONA	L GIFT. EXPLAIN	
			•				,	
				BY REAL ESTATE SERVICES				
18. PROPERTY V	ALUE - ESTIMATED	19, PROPERTY AS	ESSMENT LAND	20. TITLE RESTRICTIONS			•	
LAND	<u> </u>	\$,		F YES, EXPLAIN	ON S	EPARATE SHEET,	
MENTS	1	IMPROVEMENTS	TOTAL	21, POSSESSION OR OCCUPANCY		•		
PER PROPERTY	1	s	\$ 110,000	N/A		<u> </u>		
•	1	EXEMPTION	ASSESSED VALUE ANNUAL TAXES		CONTRACT		•	
TOTAL	<u> </u> \$	<u> </u>	<u> </u>	N/A				
ta, DISPOSITION	OF UNRECORDED I	NTERESTS		24. POTENTIALLY HAZARDOUS CO	NOITIONS, IF AN	NY		
	N/A		· · · · · · · · · · · · · · · · · · ·	None				
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ES. STATES LIAE	BILITY IN ACCEPTING	FIFT		A service of the serv		•		
	None	<u> </u>	1 4	The state of the s			<u> </u>	
		-					•	
								
				•			•	
26. RECOMMEN	DATION OF REAL ES	TATE SERVICES	·	PART III DEPARTME		APP	ROVAL	
	-			27. RECOMMENDATION OF BUDG	ET OFFICER			
ACCEPT	REJECT			APPROVE REJECT	<u></u>		 :	
COMMENTS				COMMENTS	/ <u>/</u>		171	
				Total	- 37	"		
					•			
						-		
SIGNATURE OF	REAL ESTATE SERV	ICES OFFICER	DATE	PPROVED FOR DIRECTOR OF	MANGE		DATY /1-	
>		_		Dennist	try yel.		17/25/45	
								

Memorandum

Date : MAR 2 0 1995

To : Chuck Pattillo

Program Budget Analyst Department of Finance

915 "L" Street

Sacramento, California 95814

From : Department of Parks and Recreation

Planning, Acquisition and Local Services Division

Subject: Antelope Valley California Poppy Reserve

A 07200

Attached for Department of Finance acceptance is a gift of an 8.5± acre parcel from the Wildflower Preservation Foundation to the State of California. The gift consists of a priority parcel of land located along the main park entry road.

The estimated value of this donation is \$110,000. Acceptance of the property will have minimal impact on the operation and/or maintenance costs of the Department.

All items shown in the Policy of Title Insurance, No. 75-00-743-662 issued July 22, 1994 by Continental Lawyers Title Company, are acceptable to this Department.

Approval of the gift is recommended. If you concur, please sign the Certificate of Acceptance attached hereto, and the Gift Deed Summary form.

Upon approval and execution of the documents, please contact Allen Fujii of our Budget Office. Allen may be reached at 653-6466.

Warren E. Westrup, Manager Acquisition Section

Attachments

cc: Allen Fujii

RECEIVED

APR 2 7 1995

Office of Real Estate Design Services

PETE WILSON, O

DEPARTMENT OF PARKS AND RECREATION P.O. BOX 942896 SACRAMENTO 94296-0001

(916) 653-9918



MAR 2 1 1995

Mr. Dale Edgington, Principal Appraiser Los Angeles County Tax Assessor's Office Possessory Interest Section, Room 180 500 West Temple Street Los Angeles, California 90012

Dear Mr. Edgington:

Antelope Valley California Poppy Reserve Request for Tax Cancellation APN 3236-150-64 & 65

On behalf of the State of California, the Department requests that all taxes for the above assessor parcel numbers be canceled as of March 10, 1995. The State acquired title and took legal possession of the property on that date. The deed will be recorded soon.

Therefore, pursuant to Section 4986 et seq of the Revenue and Taxation Code, we request that the taxes be canceled for these two parcels.

If I can provide you with any additional information, please call me at (916) 653-9918 or contact me at the above address.

Sincerely,

Original Signed by

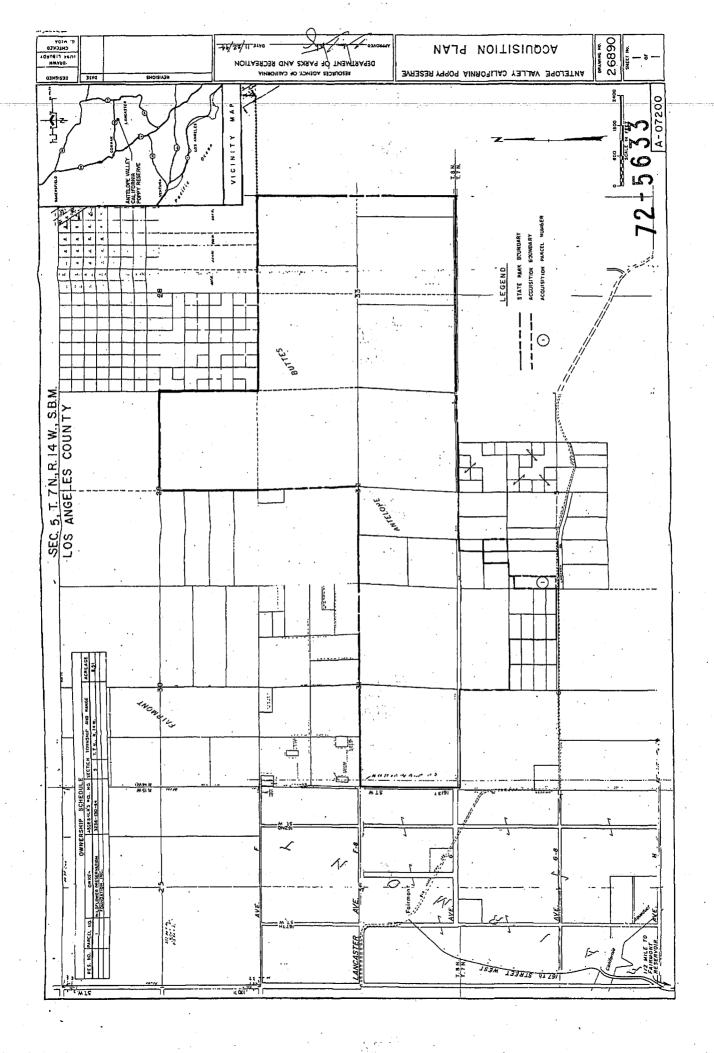
Gordon McDaniel State Parks Land Officer

bcc: Dorothy Bolt

> 4512 West Avenue K-12 Lancaster, California 93536

GmcD:na

72-5633



	77- 57	4773	I.	419.8- D ocument
7619686-18 AN TITLE COMPANY OF LOS 7	MACCIEC			
EN RECORDED MAIL TO STATE OF CALIFORNIA DEPARTMENT OF GENERAL SEI RECORDENT XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	RVICES	The undersigned do Tax payable hereon Common	ins Hone die. PIRST AMERICA	Cocumentry transfer The type and encumbrance CAN TITLE INSURAN- agent Firm name
	, SPA	CE ABOVE THIS LI		
Corporation G	rant Dee	Agency Project Parcel:	: Рорру Г	and Recreation Preserve
G. H. M. INVESTMENTS,	I NC .		· .	FREE
a corporation organized un	der the laws of	the state of	California	! Bescribed real prop
hereby GRANTS to THE in the County of Lo attached Exhibit "A" c	s Angeles	, State	of California	a: as shown on
hereby GRANTS to THE in the County of Lo	s Angeles	, State	of California	a: as shown on
hereby GRANTS to THE in the County of Lo	s Angeles onsisting of	, State one (1) page. MOLD IN OFFICIAL I	of California	a: as shown on
hereby GRANTS to THE in the County of Lo	s Angeles onsisting of RECC OF	, State one (1) page.	of California	a: as shown on
hereby GRANTS to THE in the County of Lo	s Angeles onsisting of RECC OF	, State one (1) page. MOLD IN OFFICIAL ILOS ANGLLES COUN	of California	a: as shown on
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hereby GRANTS to THE in the County of Lo	s Angeles onsisting of RECC OF	, State one (1) page. MOLD IN OFFICIAL LOS ANGLES COUNTAIN 1 P.M. JUN	of California	a: as shown on
In Witness Whereof, said hereto and this instrument	s Angeles onsisting of RECCOR 27	, State one (1) page. MOLD IN OFFICIAL LOS ANGLEES COUNTY MIN. Recorder S Crice as caused its corp y its	of California RECORDS TY, CA. 1 1977	a: as shown on

Secretary

Affix IRS

STATE OF CALIFORNIA	SS.	
COUNTY OF		
On	before me, the	undersigned, a Notary Public in and for said County and State,
personally appeared		known to me to be the President, and
	known to me to	be Secretary of the Corpo-
of the Corporation therein named to its by-laws or a resolution of it	, and acknowledged to m	to be the persons who executed the within Instrument on behalf that such Corporation executed the within Instrument pursuant WITNESS my hand and official seal.
··		(Seal)
	•	Signature
		Name (Typed or Printed) Notary Public in and for said County and State

DOCUMENT FILE

Exhibit "R" of minutes State Public Works Board March 28, 1977

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

DEPARTMENT OF PARKS AND RECREATION

(Parcel 3249 - Poppy Preserve)

WHEREAS, the owner of the hereinafter identified parcel of real property has agreed to sell said parcel to the State for the consideration set forth in the hereinafter identified agreement, subject to the terms and conditions contained therein.

NOW, THEREFORE, BE IT RESOLVED, the STATE PUBLIC WORKS BOARD, by unanimous vote, hereby determines the consideration set forth in the hereinafter identified agreement is fair and reasonable for the purchase of certain property in the County of Los Angeles, State of California, as more particularly described in that certain resolution adopted by this Board on January 31, 1977, and designated as Exhibit "Q" of the minutes of that date, and acquisition by condemnation is not necessary.

Parcel	Date of	Date of	
Number	Agreement	Conveyance	Grantor
3249	3/3/77	3/3/77	G.H.M. Investments, Inc.

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

END OF RESOLUTION

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of a resolution adopted by unanimous vote of the State Public Works Board on March 28, 1977.

WITNESS my hand this 28th day of March, 1977.

Administrative Secretary State Public Works Board

EXHIBIT "A"

PARCEL 1:

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

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

ALSO EXCEPT therefrom 25 percent of all crude oil, petroleum, gas, brea, asphaltum and all kindred substances and other minerals under and in said land, but without right of surface entry above 500 feet below the surface of said land, as reserved by Eric S. Munz and Rose J. Munz, husband and wife, in deeds recorded March 14, 1967 in Book D3582 Page 361, Official Records and March 14, 1967 in Book D3582 Page 360, Official Records.

PARCEL 2:

An easement for ingress, egress and public utility purposes, for use in common with others, over the Easterly 20 feet and Southerly 30 feet of the Southwest quarter of the Southwest quarter of Section 32, Township 8 North, Range 14 West, San Bernardino Meridian.

Memorandum

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

Attention Les McCargo, Chief Management Office Date: September 15, 1977

File No.

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

Subject: TRANSFER OF JURISDICTION
Parks and Recreation
Poppy Preserve
DBP-379, Parcel 3249
Ch 1521/74(w)

By resolution dated March 28, 1977, the State Public Works Board authorized the acquisition of subject parcel of real property required for the above-referenced project.

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

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

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

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

DEPARTMENT OF GENERAL SERVICES

THOMAS F. SHERMAN Supervising Land Agent

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

By J. K gan Hon

Russell W. Cahill, Director

SEP 29 1977

72 3469

California Land Title Association Standard Coverage Policy Form Copyright 1973



DOCUMENT FILE

RECEIVED

AUG 8 1977

Keal Estate Services Division

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

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

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

and in addition, as to an insured lender only:

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

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

First American Title Insurance Company

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1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, de visees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebt-edness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2 (a) of these Conditions and Stipulations.
- (b) "insured claimant": an insured claiming loss or damage hereunder.
- (c) "insured lender": the owner of an insured mortgage.
- (d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
- (e) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.
- (f) "land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by Paragraph No. 6 of Part I of Schedule B of this Policy.
- (g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (h) "public records": those records which by law impart constructive notice of matters relating to the land.

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

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

- (i) the amount of insurance stated in Schedule A:
- (ii) the amount of the unpaid principal of the independent of the independent of the independent of the independent of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

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

b) CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

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

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

- (a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.
- The insured shall notify the Company (b) promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.
- (c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.
- (d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company's expense, all reason able aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and (2) in any other act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or

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

4. PROOF OF LOSS OR DAMAGE — LIMITATION OF ACTION

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

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

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

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

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS AND OPTIONS TO PURCHASE IN-DEBTEDNESS

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

6. DETERMINATION AND PAYMENT OF LOSS

- (a) The liability of the Company under this policy shall in no case exceed the least of:
 - (i) the actual loss of the insured claimant;
- (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2 (a) hereof: or
- (iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.
- (b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by

OP 76-19686-18 AS:hf ends. 126.1 & FA11.

SCHEDULE A

Total fee for Title, Examination and Title Insurance \$318.00

Amount of Insurance: \$36,000.00

Policy No. TOR 1-60963

Date of Policy: June 1, 1977 at 1:27 P.M.

1'. Name of Insured:

THE STATE OF CALIFORNIA.

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

THE STATE OF CALIFORNIA.

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

A fee.

Dur No. 76-19686-18

SCHEDULE B

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

Part One:

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

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

- 2. Any facts, rights, interests or claims which are not shown by public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- 6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C. or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
- 7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement nor or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
- 8. Rights of eminent domain or governmental rights of police power

Our No. 76-19686-18

SCHEDULE 8

unless notice of the exercise of such rights appears in the public records.

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

Part Two:

- 1. General and special taxes for the fiscal year 1977-1978, a lien not yet payable.
- la. General and special county taxes for the fiscal year 1976-1977, in the amount of \$376.60, plus penalty and cost.
- An easement for ingress, and egress and public utility purposes, for use in common with others, over the Easterly 20 feet of said land, as reserved in the deed of trust recorded March 14, 1967 in book T5276 page 901, Official Records.

Dur No. 76-19686-18

SCHEDULE C

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

PARCEL 1:

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

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

ALSO EXCEPT therefrom 25 percent of all crude oil, petroleum, gas, brea, asphaltum and all kindred substances and other minerals under and in said land, but without right of surface entry above 500 feet below the surface of said land, as reserved by Eric S. Munz and Rose J. Munz, husband and wife, in deeds recorded March 14, 1967 in book D3582 page 361, Official Records, and March 14, 1967 in book D3582 page 360, Official Records.

PARCEL 2:

An easement for ingress, egress and public utility purposes, for use in common with others, over the Easterly 20 feet and Southerly 30 feet of the Southwest quarter of the Southwest quarter of Section 32. Township 8 North, Range 14 West, San Bernardino Base and Meridian.

INDORSEMENT

TOR 1-60963 Attached to Policy No.

Issued by

First American Title Insurance Company

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

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

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

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

First American Title Insurance Company

Spelacenes of Manage Assistant



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

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

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

7. LIMITATION OF LIABILITY

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

8. REDUCTION OF INSURANCE; TERMINA-TION OF LIABILITY

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

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

9. LIABILITY NONCUMULATIVE

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

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

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

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

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

11. LIABILITY LIMITED TO THIS POLICY

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

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

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

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

12. NOTICES, WHERE SENT

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

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POLICY OF TITLE INSURANCE

AST AMERICA

First American Title Insurance Company HOME OFFICE: SANTA ANA CALIFORNIA

TRANSFER TO PROPRIETARY LAND INDEX

INSTRUCTIONS

RED-109 (REV. 6/77)

AQUISITION

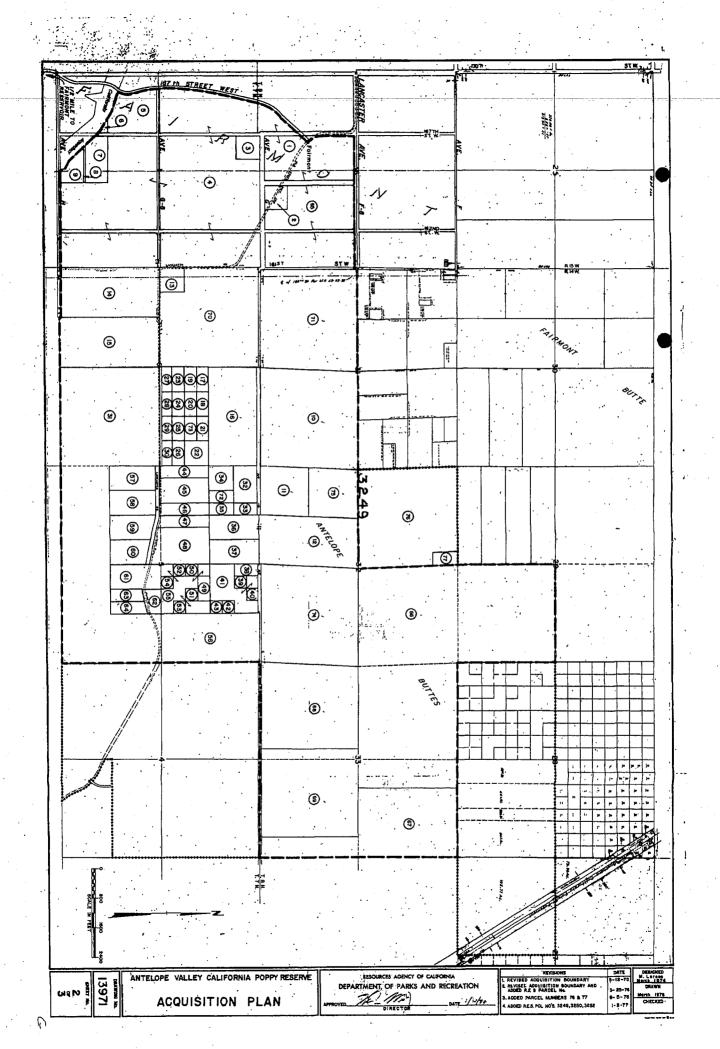
Prepare—in—TRIPLICATE,—Original—to—Senior Land Agent, Copy to Client Agency,

SURPLUS SALES

Prepare in QUINTUPLICATE.

то	4 3	DATE
Proprietary Land Index		August 16, 1977
Acquisition		
Parks and Recreation		•
PROJECT		
Poppy Preserve		AICE HEARMENCE
DBP-379		Parcel No. 3249
	ATTACHED ARE	
Corporation Grant Deed		March 3, 1977
G. H. M. Investments, Inc.		
GRANTEE	1	
RECORDED ON	DOCUMENT NUMBER/SE	RIAL HUMBER
June 1, 1977	7 7-574773	
BOOK NUMBER PAGE NUMBER	COUNTY OF OFFICIAL R	ECORU
CONSISTING OF	1 -	
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TOR 1-60963	\$ 36,000.00	
ISSUED DY		
First American Title Insurance	COMPANY	
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OF THE SAID LAND FOR USE BY THE		
Department of Parks and Recrea	Btion LAST PAYMENT DUE ON	
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NO YES		· · · · · · · · · · · · · · · · · · ·
AUBMITTED BY		
ANDREW L. ZOLNAY Senior Land Agent JHB		
Enclosures		
Client Agency	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

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AGREEMENT FOR TRANSFER OF CONTROL AND POSSESSION TO DEPARTMENT OF PARKS AND RECREATION OF CERTAIN REAL PROPERTY - MOJAVE DIVISION LOS ANGELES COUNTY

WATER RESOURCES has control and possession of certain property owned by the State of California in Los Angeles County and designated on Exhibits A and B, which are by this reference incorporated herein.

The State of California has acquired the fee title to such land pursuant to Section 11575, et seq., of the Water Code for the purposes of the State Water Project as defined in Section 12930, et seq., of the Water Code.

It is desired to transfer control and possession in such real property to PARKS under the terms and conditions set forth in this agreement.

NOW, THEREFORE, WATER RESOURCES and PARKS agree as follows:

1. Control and possession of the real property designated on Exhibits A and B are hereby transferred from WATER RESOURCES to PARKS for State Park purposes in conjunction with the Antelope Valley California Poppy State Reserve.

N 50 alo

- 2. Operation and maintenance of the real property designated herein shall be the sole responsibility of PARKS, and WATER RESOURCES shall not be liable for any costs arising from such operation and maintenance, including but not limited to any claims arising from injury to persons or property.
- The use of the land conveyed shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use.
- The use of the land conveyed shall be in compliance with all applicable laws and regulations.

WATER RESOURCES

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

Signature

DEPARTMENT OF GENERAL SERVICES

APPROVED

'AUG

Supervising Land Agent

AGREEMENT FOR TRANSFER OF CONTROL AND POSSESSION TO DEPARTMENT OF PARKS AND RECREATION OF CERTAIN REAL PROPERTY - MOJAVE DIVISION LOS ANGELES COUNTY

All of which real property is identified in the records of the Department of Water Resources as:

DWR Parcel No.		Acres
3-699-B 3-2641-B 3-2648-C 3-2649-A 3-2649-II-A 3-2661-A		4.47 0.004 0.12 0.64 1.30 0.32
	TOTAL	6.85

And further described herein more particularly as follows:

(In the event of any discrepancy between the above identification and the real property description herein, the real property description will control.)

That portion of lots three (3) and four (4), in Block Sixteen (16); lot four (4) in Block Seventeen (17); 167th Street; and Spring Street of Fairmont, as per map recorded in Book 42, pages 95 to 98 inclusive, of miscellaneous Records, in the office of the County Recorder of Los Angeles County, California, lying within the following described boundaries:

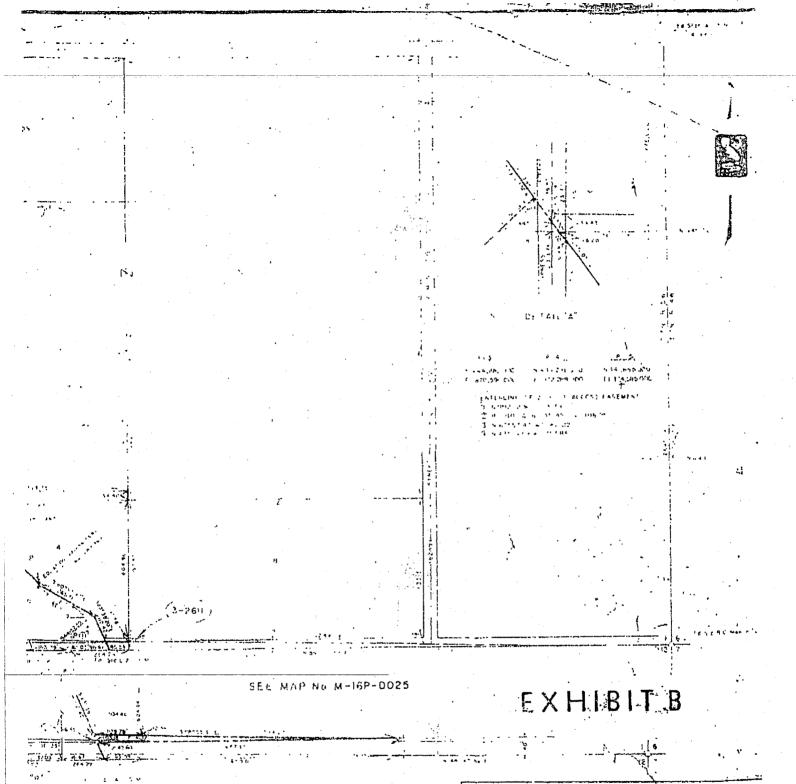
Beginning at a point on that certain course described as "North 39° 40' 32" West 1,178.86 feet" in Deed to the State of California, recorded December 13, 1966, in Book D-3505, Page 425 of Official Records, said County, said point being South 39° 40' 32" East 74.30 feet from the Northwesterly Terminus of said certain course said northwesterly terminus being a 2-inch iron pipe set in concrete marked with D.W.R. tag marked M2-208; THENCE from said point of beginning, along said certain course South 39° 40' 32" East 1,104.56 feet to a point in the Southerly line of Section 1, Township 7 North, Range 15 West, S.B.M.; thence along said southerly line South 89° 47' 53" West 568.49 feet to a point in the centerline line of said 167th Street (Cypress Street); thence leaving said southerly line and along said centerline North 00° 06! 44" East 153.53 feet to a point in the westerly line of that certain parcel of land as described in the Grant Deed to the State of California, recorded April 2, 1969, as Instrument No. 395, in Book 4325, Page 819, Los Angeles County Records; thence leaving said centerline along said ___ westerly line North 72° 16' 13" (East 134.97 feet; thence North 11° 35' 32" West 398.12 feet; thence North 14° 58' 29" East 84.73 feet to the southwest corner of that certain parcel of land as described in the Grant Deed to the State of California, recorded January 4, 1968, as Instrument No. 539, in Book 3875, Page 894, Los Angeles County Records; thence along the westerly boundary of said Instrument No. 539, continuing North 14° 58' 29" East 192.19 feet to the point of beginning.

Containing an area of 6.85 acres, more or less, of which 0.51 acre lies within Avenue H.

Bearings and distances used in the above description are based on the California Coordinate System, Zone V.

Approved by William J. Sweeny, L. S. 3011

MAY 2 9 1979



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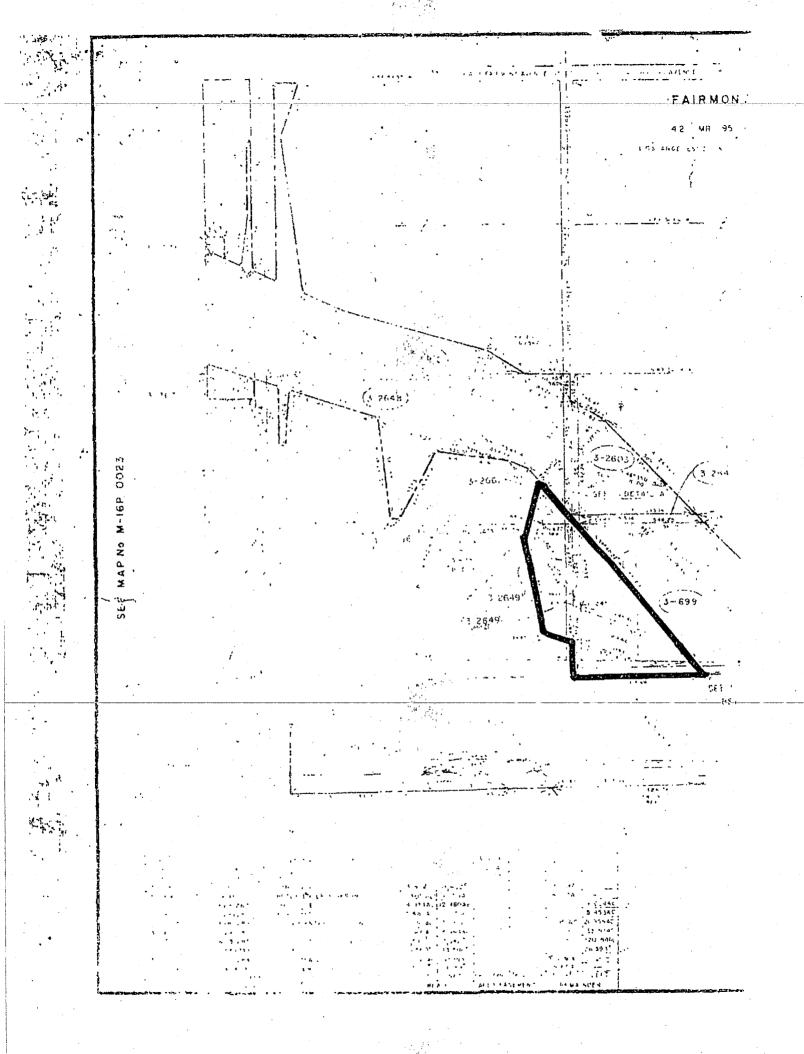
TAL FORMA A SUEDICT MOJAVE DIVISION

FAIRMONT UNIT

APPRAISAL MAP

The Minister of the State of South

M-16P-002



419.8-56

UNDED

TO 1012-1 FT C Colifornia Land Title Association Standard Coverage Fallicy Form Copyright 1963

POLICY OF TITLE INSURANCE

ISSUED BY

Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

- Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C. existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
- 2. Unmarketability of such title; or
- 3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A: but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
- 4. Priority over raid mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the data shown in Schedule A.

Title Insurance and Trust Company

Muny Halas &

PRESIDENT

Copy of Policy No additional liability assumed

SECRETARY

Attes

Sent. 1

97-2123

SCHEDULE A

Premium \$

Amount \$ 3,500.00

Effective January 4, 1963 at 8 a.m. Date

Policy No. 6732257

INSURED

RE:

Division: Mojave Parcel No. 3-2661 Grantor: Hinojosa

STATE OF CALIFORNIA.

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

STATE OF CALIFORNIA.

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

SCHEDULE B

This-policy-does-not-insure-against loss-or-damage-by-reason-of-the-following

PART I

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- 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.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- Unparented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

. ...

PART. II

- For the flucal year 1567-1963,
- 2. An essement over said land for pole lines, conduits and placed in Land purposes, as granted to Southern California Edison (ACOTTONN), Ltd., by deed recorded October 17, 1546 in Econ 25020 page 187, Official Records.

Cald deed provides that the poles of said line shall be erected within Lot 3 of Block 16.

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1036C 3-61

partitle-Association-Loon-Policy
and Coverage—October, 1960
or
id Land Title Association
1 Coverage Policy—1961

SCHEDULE C

The land referred to in this policy is situated in the county of Los Augeles, state of California, and is described as follows:

That portion of Lot 3 in Block 16 of Pairment, in the county of Los Angeles, state of California, as ser was recorded in book 42 pages 35 to 98 inclusive of Histellassous Records, in the office of the county recorder of said county, lying easterly of the following described line:

Feginning at a point on that certain course described as North 39° 401 38' hest, 1175.56 feet, in does to State of California, recorded on Descender 13, 1560 in book b-3905 of oage 415 of Cificial Records, in the office of the county recorder of said county, said point being South 39° 40' 38" Heat, 74.30 feet from the northwesterly terminus of said certain course; thence South 11° 59' 15" Nest, 276.51 feet; thence South 11° 35' 51" doet, 350.12 feet; thence South 72° 16' 13" Mash, 633.68 feet to a tolat in the coutherly line of Section 1, Terminia 7 North, Range 15 Mash, San Deroarding anticipa, decording to the official plat thereof; said point being Could by 47' 53" Mest, 550.00 feet from the south quarter corner of said Section.

Phorings and distances used in the above description are based on the California Coordinate System, Lone 5. Excepting therefrom that portion of sold land coveribed in that certain deed to the state of California recorded on Decamber 13, 1966, as Instrument No. 372 in Look D-3505 page 425, Official Records, in the office of the county recorder of said county.

Title acquired by deed from Lillie Troccel Minojosa and Mart-Hinojosa, humband and wife, recorded January 4, 1963.

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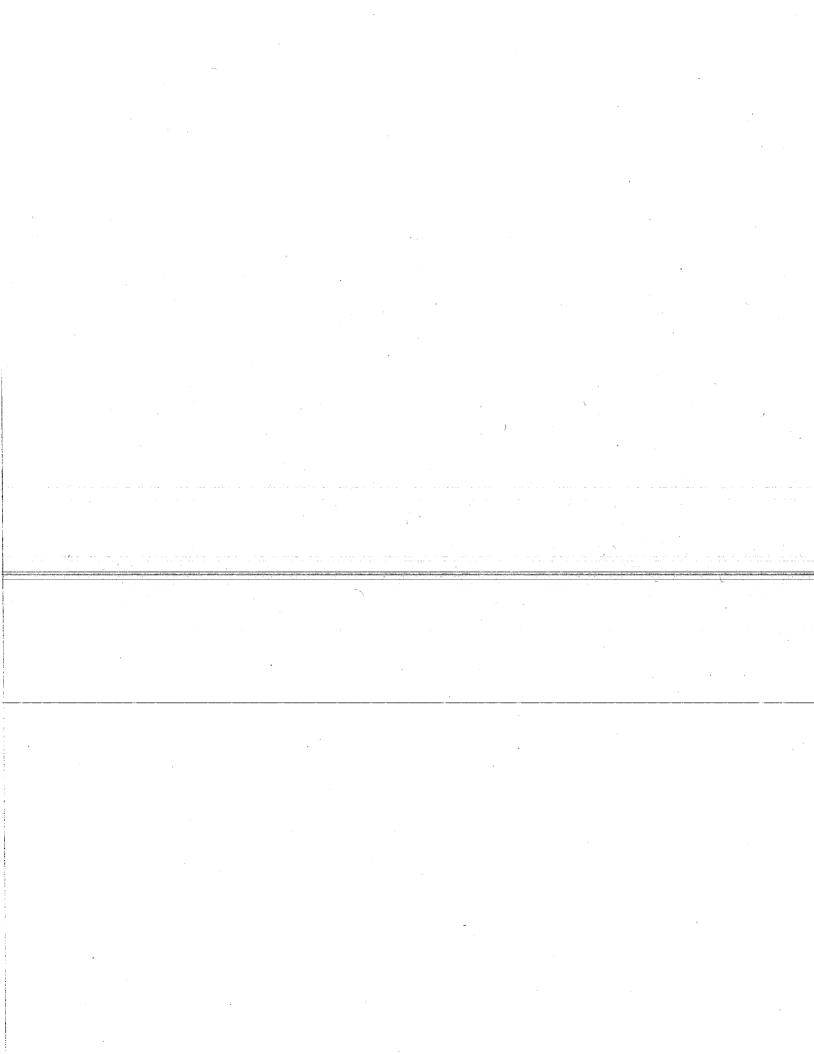
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This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.



676475 DOCUMENT FILE

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	a corporation organized	l under the laws of the	e state of	Californ		
	hereby GRANTS to T	HE STATE OF CAL	IFORNIA, the	following de	scribed real prop	pert
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STATE OF CALIFORNIA) 55.
COUNTY OF LOS ANGELES) 55.

17-676475

On APRIL 26, 1977 before me, the undersigned, a Notary Public In and for said State, personally appeared BENJAMIN G. HAWKES, known to me to be the person whose name is subscribed to the within instrument, as the Attorney-in-fact of The Roman Catholic Archbishop of Los Angeles, a corporation sole, and acknowledged to me that he subscribed the name of The Roman Catholic Archbishop of Los Angeles, a corporation sole thereto as principal and his own name as Attorney-in-fact.

WITNESS my hand and official seal.

Signature . Chi

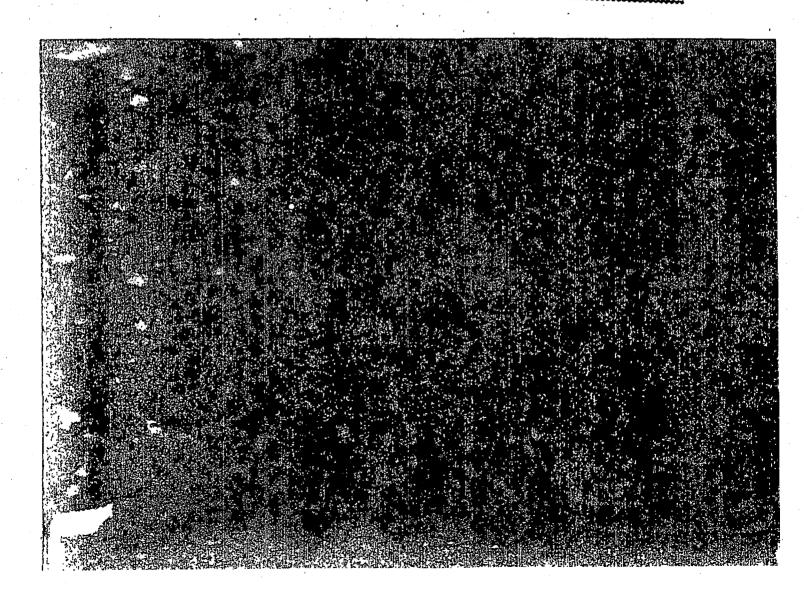
ANNE K. GRAY

Name (Typed or Printed)



OFFICIAL SEAL
ANNE K. GRAY
OTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

My Commission Expires May 21, 1978



Memorandum

DOCUMENT FILE

Date : March 21, 1978

File No.: DBP-379

To : Office of the Director

Department of Parks and Recreation

1416 Ninth Street, 14th Floor

Sacramento, CA 95824

Attention Les McCargo, Chief Management Office Subject : TRANSFER OF JURISDICTION

Parks and Recreation

Poppy Preserve Parcel 2937

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

By resolution dated May 23, 1977, the State Public Works Board authorized the acquisition of subject parcel of real property required for the above-referenced project.

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

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

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

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

DEPARTMENT OF GENERAL SERVICES

THOMAS F. SHERMAN
Supervising Land Agent

Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

DEPARTMENT OF PARKS AND RECREATION

DATE 4-3.78

orm No. 1084 (10/73) California Land Title Association Standard Coverage Policy Form Copyright 1973



POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

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

- 1. Title to the estate or interest described in Schedule A being vested other than as stated therein:
- 2. Any defect in or lien or encumbrance on such title; 50%
- 3. Unmarketability of such title; or
- 4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;

and in addition, as to an insured lender only:

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

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

First American Title Insurance Company

Speleuneday John Lity on

:OP TOR 76 19685-18 AS:jj ends: FAll

SCHEDULE A

Total fee for Title, Examination and Title Insurance \$517.25

Amount of Insurance: \$160,000.00

Policy No. TOR 1-60755

Date of Policy: June 24, 1977 at 1:11 P.M.

1. Name of Insured:

THE STATE OF CALIFORNIA.

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

THE STATE OF CALIFORNIA.

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

A fee.

SCHEDULE B

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

Part One:

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

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

- 2. Any facts, rights, interests or claims which are not shown by public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedula C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
- 7. Any law, ordinance or jovernmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or promibiting the occupancy, use or enjoyment of the land; or regulating the character, dimensions or location of any improvement nor or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
- 8. Rights of eminent domain or governmental rights of police power

SCHEDULE 8

unless notice of the exercise of such rights appears in the public records.

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

Part Two:

- 1. General and special tuxes for the fiscal year 1977-1978, a lien not yet payable.
- 2. An easement for public street, road or highway purposes as provided in the deed recorded April 29, 1970 as Instrument No. 3203 over the Southerly 50 feet, of said land.

Our No.

TOR 76 19685-18

FLA AH SCHEDULE C FRANK N'TY

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

The Southeast quarter of Section 32. Township 8 North, Range 14. West, San Bennardino Meridian, according to the official plat of said land approved by the Surveyor General February 19, 1856.

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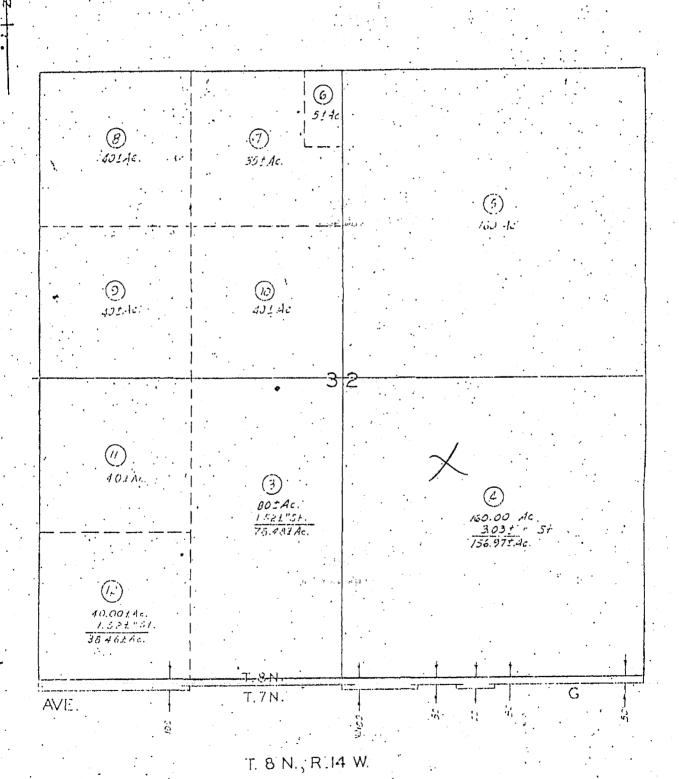
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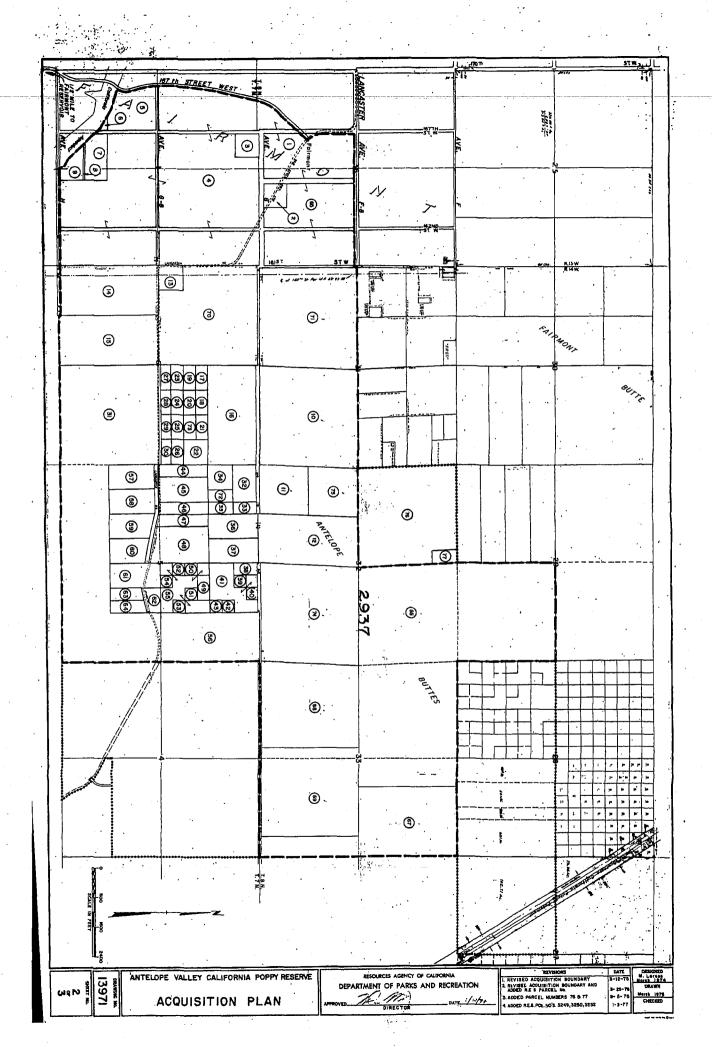
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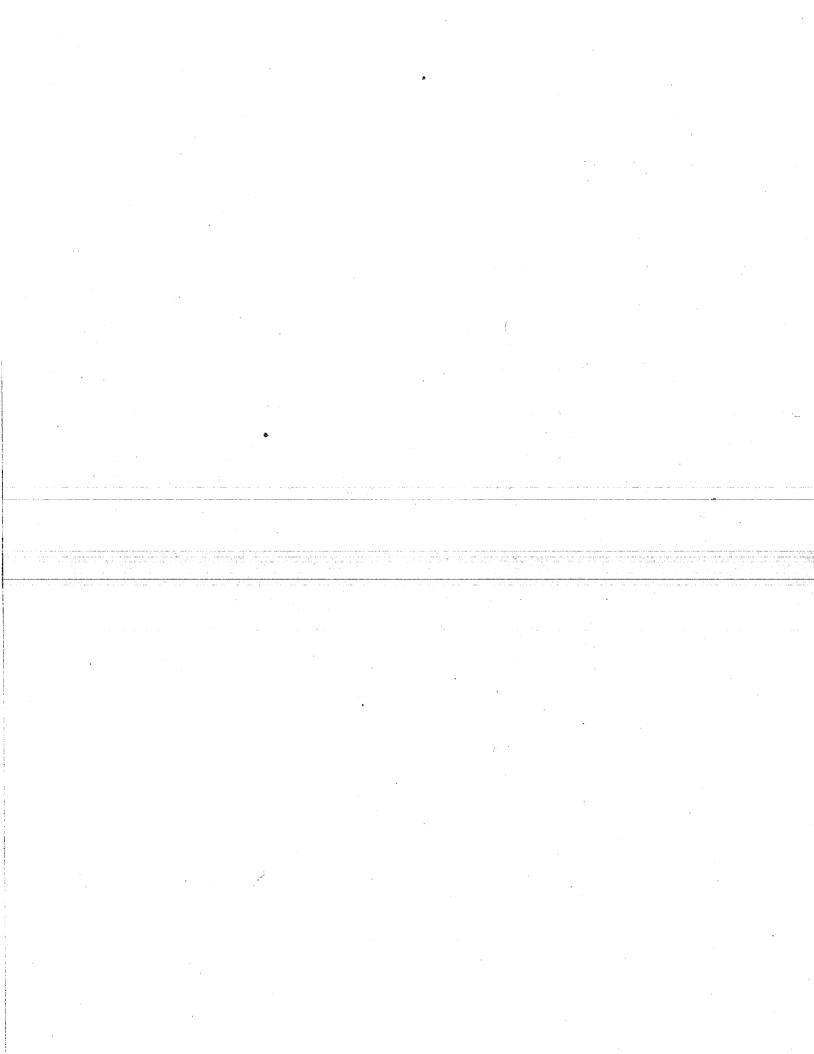
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THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL RECORDS.





80- 72746] RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CA P.M.JUL 30 1980 STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES Recorder's Office REAL ESTATE SERVICES DIVISION 650 Howe Avenue Sacramento, CA 95825 SPACE ABOVE THIS LINE FOR RECORDER'S USE Agency: Grant Deed Parks and Recreation Project: Poppy Preserve, DBP-379 Parcel: 2938 LEONARD A. WILLEY and DOROTHY E. WILLEY, husband and wife, as joint tenants' hereby GRANTS to THE STATE OF CALIFORNIA, the following described real property in the State of California: 18' 1881 if County of the Octop Los Angeles 11.14) ALMINO SERTIME TOTAL the towers refruits See PRIVATE BUILD प्राथाद कर , मार देग का "MIH E, CHAY". WARD & CHAR North 130' of the West one-half of the West one-half of the Southwest quarter of the Northwest quarter of Section 5; Township 7 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California. PARCEL 2: An easement for road, utilities, and incidental purposes, over the West 20 feet of the East one-half of the West one-half of the Southwest quarter of the Northwest quarter of Section 5, Township 7 North, Range 14 west, San Bernardino Base and Meridian, in the County of Los Angeles, تی State of California. PARCEL 3: An easement for road, utilities, and incidental purposes, over the East 20 feet of the South one-half of the Northeast quarter of Section 6, Township 7 North, Range 14 West, San Bernardino Base and Meridian, Jin the County of Los Angeles, State of California. Excepting from Parcel Pabove, that portion, if any, lying within the existing well site and access thereto. -1: Affix IRS Dated: LEONARD A. WILLEY Sübseribing Witness: 2D-210 DOROTHY E. WILLEY Paula Kurland RES-101 (5/78) $72 \ 4294$

GRANTOR(S)	
STATE OF CALIFORNIA	STATE OF CAL
County of LOS ANGELES	County of
On April 1 23 19 19 before me, the undersigned, a Notary Public in and for the State of	On Ap Ti
the undersigned, a Notary Public in and for the State of	the undersigned
California, personally, appeared LEONARD A. WILLEY, AND	California, perso known to me to
DOROTHY E. WILLEY	to the within in
known to me to be the person whose name 5 1 are at subscribed to the within instrument and acknowledged	and saw to be
that the yard executed the same.	् र स्पृत्कास्य
WITNESS my hand and official seal.	personally know and whose name

. . SUBSCRIBING WITNESS

IFORNIA.

LOS ANGELES

1 2 3 1980 before me a Notary Public in and for the State nally appeared be the person whose name is subscribed

strument as a witness thereto, who, being orn, deposed and said: that he was present on a r d nA: ...Will levy and

prothy E: Willey

wn to him to be the person^S described in sare subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution, truston in the $\mathcal{L}(x, C)$ in $\mathcal{L}(x, C)$ and $\mathcal{L}(x, C)$ in $\mathcal{L}(x, C)$

WITNESS my hand and official seal. It

Hicago

Ruth E. Crane

Name (Typed or Printed)

(Seal)

OFFICIAL SEAL RUTH E. CRANE NOTARY PUBLIC CALIFORNIA PRINCIPAL OFFICE IN LOS ANGELES COUNTY My,Cr, nmission Expires October 16, 1981

Name (Typed or Printed)

Ruth E. Crane

OFFICIAL: SEAL : " RUTH E. CRANE NOTARY PUBLIC CALIFORNIA PRINCIPAL OFFICE IN LOS ANGELES COUNTY My Opnmission Expires October 16, 1981

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Exhibit "T"
of minutes
State Public Works Board
May 30, 1980

RESOLUTION OF STATE PUBLIC WORKS BOARD AMENDING LEGAL DESCRIPTION AND APPROVING ACQUISITION OF REAL PROPERTY UNDER SECTION 15854 OF THE GOVERNMENT CODE

(Parcel 2938 - Poppy Preserve)

WHEREAS, this Board adopted a resolution on March 31, 1978, (see Exhibit "FF", minutes of that date), selecting site and authorizing acquisition of 11 parcels of real property in the County of Los Angeles, State of California, for use of the Department of Parks and Recreation; and

WHEREAS, it is desired that the legal description set out in Parcel 2938 in said resolution be amended to delete certain lands; and

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

NOW, THEREFORE, BE IT RESOLVED, that said resolution dated March 31, 1978, is hereby amended by deleting the description of Parcel 2938 presently contained therein, and in lieu thereof inserting the following description:

PARCEL 2938

PARCEL 1:

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

PARCEL 2:

An easement for road, utilities, and incidental purposes, over the West 20 feet of the East one-half of the West one-half of the Southwest quarter of the Northwest quarter of Section 5, Township 7 North, Range 14 west, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

PARCEL 3:

An easement for road, utilities, and incidental purposes, fover the East 20 feet of the South one-half of the Northeast quarter of Section 6, Township 7 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

In all other respects, the original resolution shall remain in full force and effect, and all of its provisions and recitals shall be applicable hereto.

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

Parcel	Date of	Date of	
Number	Agreement	Conveyance	Grantor
2938	4/23/80	4/23/80	Leonard A. Willey, et ux

BE IT FURTHER RESOLVED, that the State Public Works Board hereby accepts on behalf of the State of California the conveyance identified above and consents to the recordation thereof; and

BE IT FURTHER RESOLVED, that either the Chairman or the Administrative Secretary of this Board be, and he hereby is, authorized and directed to execute said agreement and approve such other instruments as may be necessary to complete the acquisition of said real property.

END OF RESOLUTION

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of a resolution adopted by unanimous vote of the State Public Works Board on May 30, 1980.

WITNESS my hand this 30th day of May 1980.

State Public Works Board

Memorandum

Date: March 27, 1981

File No.: 2938

To

dack Harrison

Department of Parks and Recreation

1020 8th Street, 2nd Floor

Sacramento, CA 95826

Attention Acquisition Division

Subject :

TRANSFER OF JURISDICTION

Parks and Recreation

Poppy Reserve, DBP-379

From:

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

By resolution dated May 30, 1980, the State Public Works Board authorized the acquisition of subject parcel of real property required for the above-referenced project.

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

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

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

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

DEPARTMENT OF GENERAL SERVICES

THOMAS F. SHERMAN

Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

DEPARTMENT OF PARKS AND RECREATION

BY Stephen a Siflett

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PLI # 72-4294

PC-30

DATE (racived) April 17/981

POLICY OF TITLE INSURANCE

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First American Title Insurance Company

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

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

and in addition, as to an insured lender only:

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

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

First American Title Insurance Company

By Scheunedy

RESIDENT

THEST John Ning

SECRETARY

SCHOOLLE A

Total fee for ficte, Examination and Title Insurance #100.00

Amount of Insurance: \$0,200.00

Policy No. TUR 139309

value or Policy: July 50, 1500 at 1-11

1. Name of Insureu:

THE STATE OF CALIFORNIA.

Z. The estate or incoresc referred to nation is at date of Policy vesced in:

THE STATE OF CALIFORNIA.

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

Parcel I as to a fee and Parcels a him o as to an easement.

 $\alpha \alpha \beta$.

SCHEDULE 0

This policy does not insure against load or demage, nor against costs, attorneys' rads or expanses, any or all of which arise by leason of the following:

. Pair ปักอ:

1. Takes or assessments which are not shown is existing liens by the records or any taxing authority that lavius taxes or assessments on real property or by the poolic records.

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

- 2. Any facts, rights, interests of class which are not shown by public records but which could be as rewrited by an inspection or the land or by making angular of parsons in possession thereof.
- o. casements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, increamments, or any other facts which a correct survey would discress, and which are now shown by the public records.
- o. (a) Unparenced mining craims; (b) reservations or exceptions in parents or in Acts authorizing the issuance thereof; (c) water rights, claims or citle to water.
- energine, citle, interest, estate or easement in land beyond, one lines of the area specifically described or referred to informations of the area specifically described or referred to informations of the area specifically described or referred to informations, alleys, sometimes, ways or waterways, but docume, in this paragraph shall active of the transfer of an abutting owner for access to a physically open street or nighway is insured by this policy.
- 7. Any law, proinance or governmental regulation (including but not limited to building and zoning proinances), restricting or regulation or promiditing expendence, may use or enjoyment of the lands or regulating the characters dimensions or location, or any improvement now or negation are erected on the lands of promiblting a separation in ownership or a reduction in the dimensions or area of the Pands or the effect of any violations or any such law, ordinance or governmental regulation.

SCHEDULE IN

- a. Rights of eminent domain or jov. number of fights of police power unless notice of the exercise of such rights appears in the public records.
- particles, liens, encomprisheds, adverce claims, or other matters (a) created, suffered, assumed at agreed to by the insured claimant; (b) not shown by the particle accords and not otherwise excluded from coverage and known or the insured claimant either of data or Policy or at the authorized by this policy or acquired an insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant to the Decome an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to bate of Policy; or (e) resulting in loss or damage which would not have been sustained it the mourad claimant had been a purchaser or encumbrancer for Value without knowledge.

POIT TWO:

- 1. General and special taxes, a lien not yet payable, for the riscal year 1960-1981.
- in. Any sentifel and special bases which may be absersed by reason or:
 - a) Improvements added subsequent to March 1, 19/5.
 - a) thanges in ownership accuring subsequent to March 1, 1975
 - c) Reappraisal or property values as of merch 1, 1975.
 - An observed by margo 6- mc tvar and may some liver, nusually purposes, as reserved by margo 6- mc tvar and may some liver, nusually wire, in deed recorded July 9, as insurument No. 713.
- An easement for public utilities and incidental purposes, as granted, to beneral foliaphone company of California, a companying in used recorded August of 1900 as instrument No. 20/1, jover a strip of land (for a lying within said land, acception attack.

The centerline of said 4 foot strip of land is described as

SCHEDULE IN

beginning at a point 20 feat base from the Southwest corner of said fand; thence worth 690 feet.

E 22 - 10.

An easement for public utilities in . incluental purposes? as granted to Southern california rais a Company, a corporation, in deed recorded April 24, 1907 is instrument No. 2050, over the westerly to that or said lands.

(2 29) ...

reet and 32 reet in witth, over said land as delineated on a map attached thereto, marked Certificate of Exception No. 24713, Plot Plan Map, as set forth in an Instrument recorded march 22, 1972 as Instrument No. 3225.

Schmidti. t

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

PARCEL 1:

the most one-half or the west con-half of the southwest quarter of the Northwest quarter of suction of township from the Range is most, son atmorphished on the during the County of Los Angeles, State of Latifornia.

PARCEL 2:

An easement for road, utilities, and includital purposes, over the west 20 feet of the East one-half of the Southwest quarter of the Northwest quarter of Section 5, Township 7 North, Range 14 West, San Bernardino base and Meridian, in the County of Los Angeles, State of California.

LPARCEL S:

An easement for road, utilities, and incluental purposes, over the last 20 feet of the South one-half or the Northeast quarter of Suction of Johnship 7 North, Range 1, white San Bernardino base and Amircian, in the County of Los Angelas, beate of Enlifornia.

Attached to Policy No.

TOR 80139309

Issued by

First American Title Insurance Company

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

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

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

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

First American Title Insurance Company

Iscaemados Managas

NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy. Attached to Policy No.

TOR 80139309

Issued by

First American Title Insurance Company

- 1. This Indorsement shall be effective only if at Date of Policy there is located on the land described in said Policy a cone-to-four family residential structure, in which the Insured Owner resides or intends to reside. For the purpose of this Indorsement the term "residential structure" is defined as the principal dwelling structure located on said land together with all improvements thereon related to residential use of the property except plantings of any nature, perimeter fences and perimeter walls, and the term "Insured Owner" is defined as any insured named in paragraph 1 of Schedule A and, subject to any rights or defenses the Company may have had under said Policy and all indorsements, such insured's heirs, distributees, devisees, survivors, personal representatives or next of kin.
- 2. The Company hereby insures the Insured Owner of the estate or interest described in Schedule A against loss or damage which the Insured Owner shall sustain by reason of:
 - a. the existence at Date of Policy of any of the following matters:
 - (1) tack of a right of access from said land to a public street;
 - (2) any statutory lien for labor or materials attaching to said estate or interest arising out of any work of improvement on said land, in progress or completed at the date of the policy, except those liens arising out of a work of improvement for which the insured has agreed to be responsible.
 - b. the removal of the residential structure or the interference with the use thereof for ordinary residential purposes as the result of a final Court Order or Judgment, based upon the existence at the Date of the Policy of:
 - (1) any encroachment of said residential structure or any part thereof onto adjoining lands, or onto any easement shown as an exception in Part II of Schedule B of said Policy, or onto any unrecorded subsurface easement;
 - any violation on the land of enforceable covenants, conditions or restrictions, provided that this coverage shall not refer to or include the terms, covenants and conditions contained in any lease, sub-lease, or contract of sale referred to in this Policy;
 - (3) any violation of applicable zoning ordinances to the extent that such ordinances regulate (a) area, width or depth of the land as a building site for the residential structure; (b) floor space area of the residential structure; (c) set back of the residential structure from the property lines of the land; or (d) height of the residential structure.
 - c. damage to the residential structure resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or shown as a reservation in Schedule 8.

The total liability of the Company under said Policy and all indorsements attached thereto shall not exceed, in the aggregate, the amount of said Policy and costs which the Company is obligated under the conditions and stipulations thereof to pay; and nothing contained herein shall be construed as extending or changing the effective date of said Policy.

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

First American Title Insurance Company

PRESIDE

ASSISTANT SECRETARY

CLTA Form 126.1 (6.5.75 One-Four Farming

