NOTIFICATION OF PROPERTY TRANSFER

TO: Ron Krueper
Tehachapi District

DATE: AUG 11 2008

The following described real property has been transferred to the Department of Parks and Recreation:

<table>
<thead>
<tr>
<th>District/Unit No.</th>
<th>Unit Name</th>
<th>DPR/DBP/PR/SSL No.</th>
<th>OREDS Parcel No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>900/579</td>
<td>Antelope Valley Indian Museum SHP</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Land Ownership Record 29627</th>
<th>County</th>
<th>Land Acreage</th>
<th>Water Frontage</th>
<th>Lease</th>
<th>Condemnation</th>
<th>Transfer of Jurisdiction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Los Angeles</td>
<td>240.00 (acres other)</td>
<td>N/A</td>
<td>Lease - Serial #CA-13067</td>
<td>Contingency</td>
<td>Unrecroded</td>
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<table>
<thead>
<tr>
<th>Method of Acquisition</th>
<th>Lease</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Leasing Type</th>
<th>Lease</th>
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<tbody>
<tr>
<td></td>
<td>N/A</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Estimated Value</th>
<th>State Funds Expended</th>
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</thead>
<tbody>
<tr>
<td>Land</td>
<td>Land</td>
</tr>
<tr>
<td>Improvements</td>
<td>Improvements</td>
</tr>
<tr>
<td>TOTAL</td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supporting Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instrument of Conveyance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>APN: Unknown.</td>
</tr>
</tbody>
</table>

*Unrecorded lease dated 04/04/1983 and renewal dated 04/04/1988 granting the right to construct and maintain thereon all buildings and other improvements necessary for such use for a period of five years, the rental to be ZERO per annum. DPR may use the premises for recreation purposes only, subject to valid existing rights. This land is adjacent to Antelope Valley Indian Museum SHP. Although this lease expired 04/04/1993, it has remained on a month-to-month per District staff.

NOTE: This is being made to LOS and SPI notification taking place on 06/06/2008 after Survey Unit discovered it was never listed. A copy of these leases was obtained from Land Agent = Kelley Di Pinto, who currently has the file to work on lease renewal.

*SEE POLICY OF TITLE INSURANCE

ACQUISITION AND REAL PROPERTY SERVICES DIVISION
Kim L. Snyder
Real Property Manager

Original - District; Copies - Survey/Ownership, Central Records (ALL); SPLO (Leases only); Accounting (Disposals and Gifts only); Acq. Plan. (843 & map only), Acq. Cap. Outlay (843)
DPR 243 (Rev. 08/03)
PROPERTY DATA SHEET

LESSEE: Department of Parks and Recreation

PARK UNIT: ANTELOPE VALLEY INDIAN MUSEUM SHP

AGENCY PARCEL NUMBERS: N/A

REAL PROPERTY NUMBER: 958

RESD PROJECT & PARCEL NUMBERS: N/A

COUNTY: Los Angeles

ASSessor's parcel NUMBERS: Unknown

PUBLIC WORKS BOARD DATE: N/A

PARCEL SIZE: 240.00 acres


RECORDING DATES: 04/04/1983 AND RENEWAL 04/04/1988

RECORDING NUMBER: UNRECORDED

INTEREST ACQUIRED: ACRES OTHER - LEASE TO DPR

CONSIDERATION: N/A

FUNDING AUTHORITY: N/A

LAND OWNERSHIP RECORD: 29627

CONTACT PERSON: Kelley Di Pinto

PARCEL HISTORY NUMBER (assigned by RESD): 72 - - 6 1 2 6
Memorandum

Date: JUN 04 2008

To: Gina Linden, Associate Governmental Program Analyst
    RESD - Statewide Property Inventory

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

Subject: Transmittal of Conveyance Documents for Statewide Property Inventory

UNIT: Antelope Valley Indian Museum SHP

REAL PROPERTY NO: 958

PROJECT: U.S. Dept. of Interior, B.L.M. Lease

AGENCY, PARCEL NO(s): N/A

TOTAL ACREAGE
Fee: - Easement: - Leasehold: 240.00

PURCHASE PRICE: N/A GIFT VALUE: N/A

FUNDING SOURCE(s):
N/A
N/A

AMOUNT PER FUND:
N/A
N/A

TOTAL: N/A

ATTACHMENTS:

☑ Original Conveyance Documents
☑ Original Policy of Title Insurance
☑ Property Acquisition Agreement
☑ Property Data Sheet
☑ Property Acquisition Summary
☑ Map of Area Acquired

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

Kim L. Snyder
Real Property Manager

Attachments

72-6126
This lease entered into on this 4th day of April, 1988, by the United States of America, the lessee, through the authorized officer of the Bureau of Land Management, and the State of California, Department of Parks and Recreation, hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part of this lease.

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purpose hereinafter set forth in the following-described lands:

San Bernardino Meridian, California
T. 7 N., R. 9 W.,
Sec. 32, NE 1/4, E1/4 NW 1/4

containing 240 acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of five years, the rental to be $ N/A per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lease herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may not remove the premises for recreational purposes only, subject to valid existing rights. The five-year term of this lease shall begin on the date appearing above.

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessee reserves the right of entry, or use, by

(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as an addition to the Antelope Valley Museum and approved by a authorized officer on August 12, 1982 or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease in a reasonably good state of repair.

(b) To pay the lessee the annual rental above set forth in advance during the continuance of this lease.
ATTACHMENT A

1. The lessee covenants and agrees that it will comply with provisions of Title VI of the Civil Rights Act of 1964, and that it will not, for the period during which the property conveyed by this instrument is used for locating buildings and associated structures or for another purpose involving the provision of similar services or benefits, engage in any discriminatory actions prohibited by 43 CFR 17.2, to the end that no person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program for which the lessee received Federal financial assistance by this lease. This assurance shall obligate the lessee, or in the case of transfer of the property leased herein, any transferee for the period of this lease.

2. The lessee further agrees that it will not transfer the property conveyed by this instrument for the purpose designated in paragraph 1 hereof or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the Authorized Officer, Bureau of Land Management, that it will comply with provisions of paragraph 1 hereof.

3. The lessee agrees that the right is reserved to the Department of the Interior to declare the terms of this lease terminated in whole or in part and to revest in the United States terminated in whole or in part and to revest in the United States title to the property conveyed herein, in the event of a breach of the nondiscrimination provisions contained in paragraph 1 hereof during the term of this lease.

4. The lessee agrees that as long as property conveyed hereby is used for the purpose designated in paragraph 1 hereof, or for another purpose involving the same or similar services or benefits, the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this lease.

5. The lessee agrees that in the event of a violation or failure to comply with the requirements imposed by paragraph 1, the United States may seek judicial enforcement of such requirements.

6. The assurances and covenant required by paragraphs 1 through 5 above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).

7. The lessee agrees, upon request of the Secretary of the Interior or his delegate, that it will post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility leased.
8. The lessee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this lease. The lessee shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1983, deadline for a fiscal year 1985 action). Emergency use of pesticides may occur. The use of substances on or near the lease shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this lease.

9. The lessee agrees not to exclude any person from participating in employment or procurement activity connected with this lease on the grounds of race, creed, color, national origin, and sex, and to ensure against such exclusions, the lessee further agrees to develop and submit to the proper reviewing official specific goals and timetables with respect to minority and female participation in employment and procurement activity connected with this lease. The lessee will take affirmative action to utilize business enterprises owned and controlled by minorities or women in its procurement practices connected with this lease. Affirmative action will be taken by the lessee to assure all minorities or women applicants full consideration of all employment opportunities connected with this lease. The lessee also agrees to post in conspicuous places on its premises which are available to contractors, subcontractors, employees and other interested individuals, notices which set forth equal opportunity terms; and to notify interested individuals, such as bidders, contractors, purchasers and labor unions or representatives of workers with whom it has collective bargaining agreements, of the State's equal opportunity obligations.
NOTICE OF EXEMPTION

To: Secretary for Resources
1416 Ninth Street, Room 1311
Sacramento, California 95814

From: State of California
Department of Parks and Recreation
1416 Ninth Street
P.O. Box 220
Sacramento, California 95811

Project Title: Acquisition Project

Location: Antelope Valley Indian Museum, portion of Saddle Back Butte State Park

City: County: Los Angeles

Description of Nature, Purpose, and Beneficiaries of Project:
Acquisition of 330 1/2 acres of land from the Bureau of Land Management as an addition to The Antelope Valley Indian Museum portion of Saddle Back State Park

Public Agency Approving Project: California Department of Parks and Recreation

Name of Division Carrying Out Project: Acquisition

Exempt Status: (Check One)

[ ] Ministerial (Sec. 15073)
[ ] Declared Emergency (Sec. 15071 (a))
[ ] Emergency Project (Sec. 15071 (b) and (c))
[ ] Categorical Exemption (State type and section number)

Class: 16 Section: 15116

Contact Person: J. Wayne Ure, Jr.
Telephone: 916-322-2181

Received by
Office of the Secretary
UO7 1 8 1982

Resources Agency of California

72-6126
Attached is the original lease and three copies covering land adjacent to our Antelope Valley Indian Museum consisting of 240 acres. Also attached is a map showing the relationship of this parcel to the existing park unit.

RECEIVED
NOV 25 1983
CHIEF COUNSEL

This lease preceeds the patent that will convey the land for Recreation and Public Purposes under Application Number CA-13067.

The Department proposed to utilize this land as an addition to our Antelope Valley Indian Museum.

Current operating staff is sufficient to manage this area. No additional costs are expected for operation and maintenance.

Acceptance and approval of the lease is recommended. Please return the original lease after approval to our Department.

RECEIVED
MAY 10 1983
Rec. Estate Services Division
This lease entered into on this 17th day of April, 1937, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and the Department of Parks and Recreation State of California called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof.

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following described lands:

San Bernardino Meridian, California
T. 7 N., R. 9 W.,
Section 35, NW1/4, SW1/4

containing 240 acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of 5 years, the rental to be $5 per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for recreational purposes only, subject to valid existing rights. The 5 year term of this lease shall begin on the date first above appearing.

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

(a) any authorized officer, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and guests warden upon the leased area on official business;

(c) The United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as approved by an authorized officer on or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessee the annual rental above set forth in advance during the continuance of this lease.

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms; not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, lessees, sublessees, and permittees), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person’s race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land, without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of 2 consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection (g).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.
Sec. 5. Equal Opportunity Cie. During the performance of this contract, the lessee agrees as follows:

(a) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The lessee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The lessee will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

Sec. 6. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rents and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 7. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

and which are made a part hereof.

Sec. 8. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Title 18 U.S.C. Sections 431-433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

IN WITNESS WHEREOF:

[Signature of Lessee's Authorized Officer]

[Signature of Witness]

[Date]

FOR EXECUTION BY THE UNITED STATES

THE UNITED STATES OF AMERICA

[Signature of Authorized Officer]

[Title]

[Date]
GRACE W. OLIVER, a married woman, as her sole and separate property,

hereby GRANTS to THE STATE OF CALIFORNIA, the following described real property in the County of ___________, State of California, UNINCORPORATED AREA (5040):

The Southeast Quarter of Section 32, Township 7 North, Range 9 West, San Bernardino Base Meridian.

Except from said Southeast Quarter, the West Half of the West Half of the Southwest Quarter.

Dated: ______________

Subscribing Witness:

72 3995

GRACE W. OLIVER

79-3995

APR 12 1979 AT 9 A.M.

Recorder's Office

STATE OF CALIFORNIA

On this 13th day of March, 1978, before me, the undersigned, a Notary Public in and for the State of California, personally appeared

Robert G. Donner

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

WITNESS my hand and official seal.

Notary Public in and for the State of California

MARCH 13, 1978

CONSTANCE K. OXLEY

NOTARY PUBLIC - CALIFORNIA

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

SUBSCRIBING WITNESS

COUNTY OF SACRAMENTO

ON MARCH 13, 1978 before me, the undersigned, a Notary Public in and for the State of California, personally appeared

Grace M. Oliver

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

WITNESS my hand and official seal.

CONSTANCE K. OXLEY

Name (Typed or Printed)
Notary Public in and for the State of California
RESOLUTION OF STATE PUBLIC WORKS BOARD
APPROVING ACQUISITION OF REAL PROPERTY
UNDER SECTION 15054 OF THE GOVERNMENT CODE
FOR THE
DEPARTMENT OF PARKS AND RECREATION

(Parcel 4540 - Antelope Valley Indian Museum)

WHEREAS, the owners of the herinafter identified parcel of
real property have agreed to sell said parcel to the State for the
consideration set forth in the herinafter 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
herinafter 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 29, 1979, and designated as Exhibit "L" of the
minutes of that date, and acquisition by condemnation is not necessary.

<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Date of Agreement</th>
<th>Date of Conveyance</th>
<th>Grantor</th>
</tr>
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<tbody>
<tr>
<td>4540</td>
<td>3/6/79</td>
<td>3/6/79</td>
<td>Grace W. Oliver</td>
</tr>
</tbody>
</table>

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 recording 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 30, 1979.

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

[Signature]
Administrative Secretary
State Public Works Board
NOTIFICATION OF REAL PROPERTY TRANSFER

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

MOM: ACQUISITION DIVISION – PROPERTY MANAGEMENT (916) 322-7507, ATSS 492-7507

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

CLOSER

<table>
<thead>
<tr>
<th>IT NO.</th>
<th>UNIT NAME</th>
<th>COUNTY</th>
<th>ACQUISITION PLAN NO.</th>
<th>COUNTY</th>
<th>LAND ACREAGE</th>
<th>WATER FRONTAGE:</th>
<th>TRANSFER OF JURISDICTION</th>
<th>DATE</th>
<th>METHOD OF ACQUISITION</th>
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<tbody>
<tr>
<td>490579</td>
<td>ANTELOPE VALLEY CALIFORNIA INDIAN MUSEUM</td>
<td>LOS ANGELES</td>
<td>16605</td>
<td></td>
<td>147.34</td>
<td>None</td>
<td>TRANSFER OF JURISDICTION</td>
<td>5-6-83</td>
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RECORDED

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<th>RECORDING DATA</th>
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<tbody>
<tr>
<td>4-12-79</td>
<td>Doc. 79-395770</td>
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TAKEN FROM

<table>
<thead>
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<th>RES. PARCEL NO.</th>
<th>DBP NO.</th>
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</thead>
<tbody>
<tr>
<td>4540</td>
<td>583</td>
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LAND IMPROVEMENTS

<table>
<thead>
<tr>
<th>VALUE</th>
<th>IMPROVEMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$88,000.00</td>
<td>180,000.00</td>
</tr>
</tbody>
</table>

TOTAL $268,000.00

STATE FUNDS EXPENDED

<table>
<thead>
<tr>
<th>VALUE</th>
<th>IMPROVEMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$88,000.00</td>
<td>180,000.00</td>
</tr>
</tbody>
</table>

TOTAL $268,000.00

INSTRUMENT OF CONVEYANCE

Settlement Summary dated 3-15-79 indicates improved with six one bedroom one bath residences, one Museum Building and one Gift Shop.

Artifacts donated to State by Grantor in accordance with Property Acquisition Agreement dated 3-6-79.

Refer to Policy of Title Insurance for encumbrances.

R 243 (REV. 12/81)

ACQUISITION DIVISION

Roland P. Poos, Land Agent

Addition

□ Disposal
1. ATTACHED ARE THE FOLLOWING:
   1. Property Acquisition Agreement (PAS 1)
   2. Grant Deed
   3. P.W.B. Resolution
   4. Proposed Escrow Instructions (PAS 6)
   5. Proposed Warrant Request (PAS 7)
   6. Proposed Letter to Grantee(s)
   7. Title Report (in file)

A.P.N. 3363-04-14 and 49

3. APPROPRIATION INFORMATION

   Chapter/Item: 511/78, Sec. 1
   Amount Funded: $300,000.00
   Project Account No.: DBP 583
   Resolution/Select Site: 1/29/79
   Resolution/Settlement: 3/30/79

5. PUBLIC WORKS BOARD APPROVALS

Date
Resolution/Select Site: 1/29/79
Resolution/Settlement: 3/30/79

6. DESCRIPTION OF PROPERTY ACQUIRED

<table>
<thead>
<tr>
<th>Description</th>
<th>Vacant Land</th>
<th>Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>147.34 acres</td>
<td>none</td>
</tr>
</tbody>
</table>

7. CONDEMNATION INFORMATION

<table>
<thead>
<tr>
<th>Suit Filed</th>
<th>YES</th>
<th>NO</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. APPRAISAL INFORMATION

<table>
<thead>
<tr>
<th>Appraiser Made By</th>
<th>Staff/Fee</th>
<th>Valuation Date</th>
<th>Comparison</th>
<th>Authorized Valuation</th>
<th>Settlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles D. Hulbert</td>
<td></td>
<td>12-23-78</td>
<td>Land</td>
<td>$88,000.00</td>
<td>$88,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Improvements</td>
<td>$147,000.00</td>
<td>$180,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Furn., Fixtures, Equipment, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TOTALS</td>
<td>$235,000.00</td>
<td>$268,000.00</td>
</tr>
</tbody>
</table>

SETTLEMENT EXPLANATION: (Continue on Page 2 if more space is needed)

Appraiser deducted $33,000.00 for cost of new well. Property owner has agreed to install a new water system. $33,000.00 added back into appraisal to arrive at $268,000.00, appraiser concurs with this procedure.

TO: CHIEF LAND AGENT

2. PROJECT INFORMATION

AGENCY: Parks and Recreation
PROJECT: Antelope Valley Indian Museum
PARCEL NUMBER: 4540
PROPERTY ADDRESS: 15701 East Avenue M, Lancaster, CA 93534

1. Total Parcels in this project:
   1 Parcels settled including subject

4. VESTING INFORMATION

NAME: Grace W. Oliver
State Employee Involved: [ ]
Occupation: [X] Retired
Date of Vesting: 1938 and 1950

PROOF OF ACQUISITION: [X] People v.

COUNTY: [ ]
R.C.C. NO.: [ ]
<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>ACCEPT</th>
<th>DELETE</th>
<th>DESCRIBE AND/OR EXPLAIN (Justify Acceptance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>X</td>
<td></td>
<td>Taxes for the fiscal year in which this escrow closes, to be handled pursuant to Sec. 4986, Revenue and Taxation Code.</td>
</tr>
<tr>
<td>2</td>
<td>X</td>
<td></td>
<td>Right of way for ditches and canals as reserved in patent from U.S.A. - acceptable - normal patent reservation.</td>
</tr>
<tr>
<td>3</td>
<td>X</td>
<td></td>
<td>Easement for public street etc. - (Avenue M) - acceptable, an easement for public purposes.</td>
</tr>
<tr>
<td>4</td>
<td>X</td>
<td></td>
<td>An easement for public utilities, etc. - acceptable, an easement for public purposes.</td>
</tr>
</tbody>
</table>

*Explain effect on market value of any items taken subject to not considered in appraisal.*
10. SPECIAL CONTRACT CLAUSES
   Number: [ ]
   Explanation: [ ]
   (Check if none)
   Explain effect on market value of any items taken subject to not considered in appraisal.

11. SPECIAL DEED CLAUSES
   Explanation: [ ]
   (Check if none)
   Explain effect on market value of any items taken subject to not considered in appraisal.

12. DISPOSITION OF UNRECORDED INTERESTS
   [ ]
   (Check if none)

NOTE: Information on the reverse hereof constitutes part of this Settlement Summary.

13. RECOMMENDATION FOR APPROVAL
   NEGOITATING LAND AGENT
   [Signature]
   DATE 3/15/75
   TITLE AND DEED FORM APPROVED
   DATE
   By: CHIEF COUNSEL
   DATE
   ORIGINAL SIGNED BY FRED GRASSLE
   APRAISAL APPROVAL, IF NECESSARY
   DATE
   SENIOR LAND AGENT, NEGOTIATIONS
   DATE
   SETTLEMENT APPROVED
   CHIEF LAND AGENT

Original signed by Robert K. MacD...
### 14. Possession and Occupancy:

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are Improvements Rentable Made Part of Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental or Lease Agreement Made Part of Contract</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vacant</th>
<th>Owner-Occupied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lease</td>
<td></td>
</tr>
</tbody>
</table>

**TERM**
- Unknown

**RATE**
- per mo/yr

**Cancellation Clause**
- days

**Remarks**

### 15. Inspection Report

I have personally inspected this property and found no visible easements, rights of way or other claims of interest except those shown in the title report. There are no hazardous conditions other than those noted below.

**Inspecting Agent**

### 16. Potentially Hazardous Conditions Noted

**NOTE:** Agent must cite any steps he has taken to initiate corrective action (i.e., property management notified, agency notified, etc.)

None

### Recommended Corrective Action

None

### Miscellaneous

None
PROPERTY ACQUISITION AGREEMENT

Deed Date: March 6, 1979

Title Company: First American Title Company of Los Angeles

County: Los Angeles

Escrow No.: LA-78114-75-10

The parties to this agreement are: the undersigned grantor(s), hereinafter referred to as grantor, and the State of California, acting by and through the State Public Works Board, hereinafter referred to as State. The parties agree as follows:

1. The State agrees to pay $268,000.00 into said escrow at the above title company for the account of grantor, conditioned on said property being free and clear of all liens, leases, encumbrances, assessments, easements, of record or otherwise, and of taxes, except:

   (a) Taxes for the fiscal year in which this escrow closes, a portion of which may be collectible against the grantor as provided by Section 4986 of the Revenue and Taxation Code, it being expressly understood that the State is not liable for payment of any taxes which have been or are paid by the grantor.

   (b) Easement or rights of way of record for public roads or public utilities, if any.

THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT

Date: March 6, 1979

Grantee: Grace W. Oliver

State of California, State Public Works Board

By: [Signature]

DEPARTMENT OF GENERAL SERVICES

Director by Chief Land Agent

Approval Recommended: [Signature]

Land Agent
3. Said title company may expend any or all moneys payable under this agreement to discharge any obligations which are liens upon the property, including but not limited to those arising from judgments, assessments, delinquent taxes for other than the current year referred to in Paragraph 2(a), or debts secured by deeds of trust or mortgages, and/or to defray any other incidental costs other than those specified in Paragraph 4 hereof to be borne by the State.

4. The State shall pay all escrow fees, recording fees, title insurance charges, prepayment penalties, reconveyance fees, trustees' or forwarding fees for any reconveyance of deed of trust or release of mortgage incurred in this transaction.

5. Rents, if any, shall be prorated as of the close of escrow and all subsequent rents shall be paid to the State. If any rentals have been or are collected by the grantor for any period beyond said date, grantor shall refund such rentals to the State. Grantor shall repay to the tenants any cleaning, key or other deposits, excluding rentals paid in advance, and save and hold the State harmless from any claim therefor.

6. Title to said property shall pass immediately upon close of escrow. The issuance of any escrow instructions shall be the sole responsibility of the State.

7. Grantor hereby agrees and consents to the dismissal as to grantor of any eminent domain action by the State as to said property or any portion thereof.

8. This agreement is subject to the approval of the State Director of General Services.

9. It is mutually agreed and understood that all artifacts are to be donated to the Department of Parks and Recreation as outlined in your letter dated January 25, 1979 directed to Mr. Jack V. Harrison.

10. It is further mutually agreed and understood that the Grantor will at her cost provide an adequate water system on the subject property. It is further agreed that the sum of $33,000 shall be held in escrow until such time as the water system has been completed and approved by the State.

Minimum Standards for acceptable water system will be a pump with 6" well casing capable of producing 5gal/min, tying into the existing water pipe lines and water storage tanks.
GRACE W. OLIVER, a married woman, as her sole and separate property

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

The Southeast Quarter of Section 32, Township 7 North, Range 9 West, San
Bernardino Base Meridian.

Except from said Southeast Quarter, the West Half of the West Half of the
Southwest Quarter.

Dated: March 4, 1979

[Signature]

GRACE W. OLIVER

Subscribing Witness:

[Signature]

[Signature]
GRANTOR(S)

STATE OF CALIFORNIA
Count of

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

____________________________

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

WITNESS my hand and official seal.

(Seal)

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

County of Sacramento

On March 13, 1979, before me, the undersigned, a Notary Public in and for the State of California, personally appeared ____________________________

Robert D. Dorner

known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being

by me duly sworn, deposed and said: that he was present and saw __________________________

Grace W. Oliver

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

WITNESS my hand and official seal.

(Seal)

CONSTANCE K. OKINO

Name (Typed or Printed)

Notary Public in and for the State of California

[Notary Seal]

CONSTANCE K. OKINO

Principal Office in Sacramento County

My Commission Expires Feb. 29, 1992
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 4540 - Antelope Valley Indian Museum)

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, 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 29, 1979, and designated as Exhibit "L" of the minutes of that date, and acquisition by condemnation is not necessary.

<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Date of Agreement</th>
<th>Date of Conveyance</th>
<th>Grantor</th>
</tr>
</thead>
<tbody>
<tr>
<td>4540</td>
<td>3/6/79</td>
<td>3/6/79</td>
<td>Grace W. Oliver</td>
</tr>
</tbody>
</table>

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 30, 1979.

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

[Signature]
Administrative Secretary
State Public Works Board
Memorandum

Date: May 1, 1979

To: Mr. Robert K. McCue, Chief Land Agent
Real Estate Services Division
650 Howe Avenue
Sacramento, CA 95825

Attention Mr. John Brooks
Department of Parks and Recreation

From: Ray Wilde
State Park Land Officer
Acquisition Division
445-9210

DPR 163 (Rev. 8/78)

Subject: Transfer of Jurisdiction

We have secured preliminary approval for the acceptance of the above referenced parcel(s). Please transfer the indicated parcel(s) when G.S. has acquired it. See below for Conditions.

Only with final Policy of Title Insurance
OK without final Policy of Title Insurance

We are not yet ready to accept the above parcel(s). Please arrange to manage the parcel(s) until approximately See Below.

CONDITIONS:

Heritage Conservation and Recreation Service Land and Water Conservation
Funded project.

Settled at the March 27, 1979 PWB.

This parcel has not returned from our review sections. Please manage until further notice.

I.A. INITIATED 10-4-79. (NOT SIGNED).

Ray Wilde
State Park Land Officer
Acquisition Division

INDIAN MUSEUM
Poppy Reserve

Project Name: Antelope Valley
Parcel No.(s): 4540
DBP No.: 583

STATE OF CALIFORNIA
NOTIFICATION OF
RECORDING INFORMATION

NO. 123 (REV. 10-76) - Donner - 4540
PROJECT
Antelope Valley Indian Museum
GRANTOR
Grace E. Oliver
RECORDING DATE
APRIL 12, 1979
DOCUMENT NUMBER
#79395720
TITLE COMPANY
First American Title Company of Los Angeles

Ray Wilde
Memorandum

Date: June 6, 1983

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
490579 – Antelope Valley Indian
Museum, DBP-583

By resolution dated March 30, 1979, the State Public Works Board authorized the purchase 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.

BY

THOMAS F. SHERMAN
Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

By

DATE 6-17-83

PC-30
TRANSFER OF JURISDICTION SUPPLEMENTAL DATA SHEET

RES PARCEL NO.: 4540

SECRETARY OF STATE - PROPRIETARY LAND INDEX NO.: 72-3995

ASSESSOR'S PARCEL NO.: 3363-04-44 & 49

PUBLIC WORKS BOARD DATE: March 30, 1979

ACREAGE: 147.34 Acres

GRANTOR: Grace W. Oliver

RECORDING DATA: April 12, 1979
Book 79, Page 395770

CONSIDERATION: $268,000

PC-30A
POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

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

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

and in addition, as to an insured lender only:

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

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

72 3995

First American Title Insurance Company

BY

[Signature]

PRESIDENT

ATTÉST

[Signature]

SECRETARY
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 or descent or distribution from purchase including, but not limited to, heirs, distributees, devisees, successors, personal representatives, next of kin, or corporate or fiduciary transferees. The term "insured" also includes the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (receiving, 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 transferee), 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 (al) 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. 8 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. 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 for a period of 90 days after the transfer of such mortgage by the insured in pursuance of the provisions contained in any mortgage, deed of trust, or other instrument which transfers the mortgagee's interest in the insured property to the transferee of the insured mortgage, whether the transferee is the owner or wholesales the property. The transferee may only enforce this policy against the insured by the insured mortgage if such insured mortgage is a mortgage, its transferee is the owner of the property, or any part of the property, or any part of the property is in the possession of the insured mortgagee, and the transferee may only enforce this policy against the insured mortgagee if:

(i) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(ii) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(iii) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(iv) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(v) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(vi) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(vii) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(viii) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(ix) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(x) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(xi) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(xii) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(xiii) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

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(xv) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(xvi) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(xvii) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(xviii) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(xix) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(xx) the amount paid by any governmental agency or instrumentality, if any, or such governmental agency or instrumentality, if any, to the insured mortgagee, or

(Continued on inside back 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, encumbrance or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

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

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

9. LIABILITY NONCUMULATIVE

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

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

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have paid or settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate, or interest from the lien of the insured mortgage, or in 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 the said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. LIABILITY LIMITED TO THIS POLICY

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

Any claim of loss or damage, whether or 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 hereon signed by either the President, or Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

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

12. NOTICES, WHERE SENT

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

Total fee for Title, Examination
and Title Insurance $827.25

Amount of Insurance: $268,000.00

Date of Policy: April 12, 1979 at 8:00 A.M.

1. Name of Insured:

THE STATE OF CALIFORNIA.

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

THE STATE OF CALIFORNIA.

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

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

Part One:

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

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

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

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

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

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

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

Part Two:

1. General and special taxes, a lien not yet payable, for the fiscal year 1979-1980.

1a. "ANY GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 1978-1979 WHICH MAY BE ASSESSED BY REASON OF:

A) IMPROVEMENTS ADDED SUBSEQUENT TO MARCH 1, 1975.

B) CHANGES IN OWNERSHIP OCCURRING SUBSEQUENT TO MARCH 1, 1975.

C) REAPPRAISAL OF PROPERTY VALUES AS OF MARCH 1, 1975.

2. Right of way for ditches and canals, as granted by the United States as set out in Patent No. 1062854, a copy of which being recorded in Book 12134 Page 202, Official Records.

3. An easement for public street, road or highway purposes as provided in the deed recorded in Book 52684 Page 425, Official Records, over the Southerly 50 feet of said land.

4. An easement for public utilities and incidental purposes, as granted to General Telephone Company, a corporation, in deed recorded in Book 1105 Page 259, Official Records, over the a strip of land 10 feet in width lying within the West 1/2 of the Southeast 1/4 of Section 32, Township 7 North, Range 9 West, San Bernardino Base and Meridian.
Our No. LA7811475-10

SCHEDULE B

EXCEPT of street.

The centerline of said 10 foot strip of land is described as follows:

Beginning at a point on the South line of the above described land, said point being 40 feet West from the Southeast corner of said land; thence North 1,520 feet.
All Policy Forms

Our No.
LA7811475-10

SCHEDULE C

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

The Southeast quarter of Section 32, Township 7 North, Range 9 West, San Bernardino Base Meridian.

EXCEPT from said Southeast quarter the West half of the West half of the Southwest quarter thereof.
INDORSEMENT

Attached to Policy No. LAL-340292
Issued by

First American Title Insurance Company

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

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

2. "Adjustment Date" is defined, for the purpose of this Indorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Indorsement is attached, and on each succeeding January 1.

3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Indorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.

4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

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

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

First American Title Insurance Company

BY

[Signature]

PRESIDENT

BY

ASSISTANT SECRETARY

NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.
1. This Indorsement shall be effective only if at Date of Policy there is located on the land described in said Policy a one-to-four family residential structure, in which the Insured Owner resides or intends to reside. For the purpose of this Indorsement the term "residential structure" is defined as the principal dwelling structure located on said land together with all improvements thereon related to residential use of the property except plantings of any nature, perimeter fences and perimeter walls, and the term "Insured Owner" is defined as any insured named in paragraph 1 of Schedule A and, subject to any rights or defenses the Company may have under said Policy and all indorsements, such insured's heirs, distributees, devisees, survivors, personal representatives or next of kin.

2. The Company hereby insures the Insured Owner of the estate or interest described in Schedule A against loss or damage which the Insured Owner shall sustain by reason of:
   a. the existence at Date of Policy of any of the following matters:
      (1) lack of a right of access from said land to a public street;
      (2) any statutory lien for labor or materials attaching to said estate or interest arising out of any work of improvement on said land, in progress or completed at the date of the policy, except those liens arising out of a work of improvement for which the insured has agreed to be responsible.
   b. the removal of the residential structure or the interference with the use thereof for ordinary residential purposes as the result of a final Court Order or Judgment; based upon the existence at the Date of the Policy of:
      (1) any encroachment of said residential structure or any part thereof onto adjoining lands, or onto any easement shown as an exception in Part II of Schedule B of said Policy, or onto any unrecorded subsurface easement;
      (2) any violation on the land of enforceable covenants, conditions or restrictions, provided that this coverage shall not refer to or include the terms, covenants and conditions contained in any lease, sub-lease, or contract of sale referred to in this Policy;
      (3) any violation of applicable zoning ordinances to the extent that such ordinances regulate (a) area, width or depth of the land as a building site for the residential structure; (b) floor space area of the residential structure; (c) set back of the residential structure from the property lines of the land; or (d) height of the residential structure.
   c. damage to the residential structure resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or shown as a reservation in Schedule B.

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

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

First American Title Insurance Company

BY

PRESIDENT

BY

ASSISTANT SECRETARY

AMERICAN TITLE INSURANCE COMPANY

INTEGRATED WITH

california

SEPTEMBER 24, 1969

CLTA Form 126.1 (6-5-75)
One-Four Family