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

When Recorded Mail To:
State of California
Department of Parks and Recreation
Acquisition Section
Post Office Box 942896
Sacramento, California 94296-0001
A08900

APN 3236-150-03

GRANT DEED

THE UNDERSIGNED, Wildflower Preservation Foundation, Inc., a California Corporation, hereby grants to the State of California all that certain real property in the County of Los Angeles, State of California, described as follows:

PARCEL 1:
The east half of the west half of the southwest quarter and the west half of the east half of the southwest quarter, all in the northwest quarter of Section 5, Township 7 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of said land.

PARCEL 2:
That portion of the east half of the west half of the northwest quarter of the southwest quarter and the west half of the east half of the northwest quarter of the southwest quarter in 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, lying northerly of the centerline of Lancaster Road, as it existed on July 19, 1957.

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.

72-5740
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.

This deed is made subject to the express condition that the real property herein conveyed shall be used by the State for park and recreation purposes. Upon any breach of this condition by the State, its successors or assigns, the Grantor shall have a power of termination of the State's interest in the real property conveyed hereunder pursuant to Civil Code Section 885.010 et sequitur.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 19th day of June, 1995.

Wildflower Preservation Foundation, Inc.

By Dorothy Bolt, President

By Ann Gregg, Secretary

95 1264487
CERTIFICATE OF ACCEPTANCE

PROJECT: Antelope Valley California Poppy Reserve
PARCEL: A08901

This is to certify that the interest in real property conveyed by the deed dated
June 19, 1995 from Wildflower Preservation Foundation, Inc., to the State
of California, a governmental agency, is hereby accepted by order of the Director of the
Department of Parks and Recreation, pursuant to California Public Resources Code Section 5005,
and the Grantee consents to the recordation of said conveyance.

Date: July 6, 1995
DEPARTMENT OF PARKS AND RECREATION

By: Douglas W. Murphy

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

Date: 7/14/95
DEPARTMENT OF FINANCE

By: Dennis Andry

95 1264487
State of California  
County of LOS ANGELES

On JUNE 12, 1925, before me, FRANK A. WILLIAMS, a 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 to the within instrument and acknowledged to me that he/she/they executed the same in 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,

[Signature]

Notary Public in and for said State.

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act as a substitute for the advice of an attorney. The printer does not make any warranty, either expressed or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 10G-ACKNOWLEDGMENT-General (Civil Code 1189(a))(Revised 7/1/94)
NOTIFICATION OF REAL PROPERTY TRANSFER

TO: Russ Guiney
    Angeles District

DATE: SEP 21 1998

The following described parcel of 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/PRO/SSL No.</th>
<th>OREDS Parcel No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>919/560</td>
<td>Antelope Valley California Poppy Reserve</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acquisition Plan No.</th>
<th>County</th>
<th>Land Acreage</th>
<th>Water Frontage</th>
</tr>
</thead>
<tbody>
<tr>
<td>26951</td>
<td>Los Angeles</td>
<td>19.72</td>
<td>None</td>
</tr>
</tbody>
</table>

Grantor: Wildflower Preservation Foundation, Inc.

Mineral Rights: Yes

Date Recorded: 08/02/1995
Doc. 95-1264487

Transfer of Jurisdiction: 08/02/1995
Certificate of Acceptance: 07/14/1995

Method of Acquisition: Transfer of Control and Possession
Deed    Gift    Exchange

Lease
Condemnation

Established Value
Land $150,000.00 Land $0.00
Improvements

TOTAL $150,000.00 TOTAL $0.00

Supporting Documents
Instrument of Conveyance: x
Policy of Title Insurance: x
Surplus/Disposal Plan or Acquisition Plan: x

Remarks
DPR Parcel A08900
APN: 3236-150-03
This property conveyed subject to the express condition that the real property shall be used by the State for park and recreation purposes.

*SEE POLICY OF TITLE INSURANCE

ACQUISITION SECTION
Ann O'Connor
Real Property Manager

DPR 243 (Rev. 1/95)
Memorandum

Date: SEP 4 1998

To: Joe D. White, Real Estate Officer
   RESD - Statewide Property Inventory

From: Department of Parks and Recreation
       Acquisition Section, Room 943

Subject: Transmittal of Conveyance Documents for Statewide Property Inventory

| UNIT: Antelope Valley California Poppy Reserve | REAL PROPERTY NO. 960 |
| PROJECT: Wildflower Preservation Foundation, Inc. |
| AGENCY PARCEL NO(s): A08900 |
| TOTAL ACREAGE |
| Fee: 19.72 | Easement: - | Leasehold: - |
| PURCHASE PRICE: - | GIFT VALUE: $150,000.00 |
| FUNDING SOURCE(s): N/A |
| AMOUNT PER FUND: |
| ATTACHMENTS: |
| X Original Conveyance Document | X Gift Deed Summary |
| X Original Policy of Title Insurance | Property Acquisition Summary w/attachments |
| X Map of Area Acquired | Option, Lease & Release Agreement |
| X Property Data Sheet |
| TOTAL: $0.00 |

REMARKS:

Deed contains restriction that requires property to be used for "park and recreation purposes."

PLEASE RETURN A COPY OF THE CONVEYANCE DOCUMENT WITH THE PARCEL HISTORY NUMBER TO THE DEPARTMENT OF PARKS AND RECREATION, ATTENTION: ANN O'CONNOR - REAL PROPERTY MANAGER, ACQUISITION SECTION.

Attachments
cc: Ann O'Connor

Warren E. Westrup, Manager
Acquisition Section
PROPERTY DATA SHEET

ACQUIRING AGENCY: Department of Parks & Recreation

PARK UNIT: ANTELOPE VALLEY CALIFORNIA POPPY RESERVE

AGENCY PARCEL NUMBERS: A08900

RESD PROJECT & PARCEL NUMBER: N/A

RESD REAL PROPERTY NUMBER: 960

COUNTY: Los Angeles

ASSESSOR’S PARCEL NUMBERS: 3236-150-03

PUBLIC WORKS BOARD DATE: N/A

PARCEL SIZE: 19.72 acres

GRANTOR: Wildflower Preservation Foundation, Inc.

RECORDING DATE: August 2, 1995

RECORDING NUMBER: Doc. 95-1264487

INTEREST ACQUIRED: 100% Fee

CONSIDERATION: $0.00 (Gift Value: $150,000)

FUNDING AUTHORITY: N/A (Gift)

ACQUISITION PLAN DRAWING NUMBER: 26951

CONTACT PERSON: Gordon McDaniel

PARCEL HISTORY NUMBER (assigned by RESD): 72-5740
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE A 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:

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

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

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.

Attest:  

[Signature]

Countersigned:  

[Signature]

By:  

Authorized Officer or Agent

President

POLICY NUMBER 75-00- 743-998

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) prohibiting or regulating the occupancy, use, or enjoyment of the land; (b) the character, dimensions or location of any improvement now or hereafter erected on the land; (c) 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 of alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation of alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had 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.

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

72-57/40
DATE OF POLICY: MARCH 23, 1995 AT 8:00 A.M.

AMOUNT OF INSURANCE $80,000.00
PREMIUM $395.00
POLICY NO. 75-00-743-998
ORDER NO. 4225535-33

1. NAME OF INSURED:
   WILDFLOWER PRESERVATION FOUNDATION, INC., A CALIFORNIA CORPORATION

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:
   A FEE

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:
   WILDFLOWER PRESERVATION FOUNDATION, INC., A CALIFORNIA CORPORATION

4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

72-5740
PARCEL 2:


THE FOLLOWING TAX CODE(S) AND PARCEL NUMBER(S) IS FOR INFORMATIONAL PURPOSES ONLY

CODE AREA : 9601
PARCEL NO. : 3236-15-3

MARCH 28, 1995

ISSUED AT:

CONTINENTAL LAWYERS TITLE COMPANY
1805 W. AVENUE K #A
LANCASTER, CA 93534
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. BASEMENTS, 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 1995 - 1996 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.
ORDER NO. 4225535-33
POLICY NO. 75-00-743-998

1. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
   GRANTED TO: LEONARD A. WILLEY AND DOROTHY E. WILLEY, HIS WIFE, AS JOINT TENANTS
   PURPOSE: PUBLIC ROAD AND UTILITY
   RECORDED: JULY 9, 1958 IN "BOOK D-149" PAGE 650, OFFICIAL RECORDS
   AFFECTS: THE WEST 20 FEET

2. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
   GRANTED TO: MURDO G. MC IVER AND MARY K. MC IVER, HUSBAND AND WIFE
   PURPOSE: PUBLIC ROAD AND UTILITY PURPOSES TO BE USED IN COMMON WITH OTHERS
   RECORDED: APRIL 20, 1967 AS INSTRUMENT NO. 599, OFFICIAL RECORDS
   AFFECTS: THE WESHERLY 32 FEET AND THE SOUTHERLY 50 FEET

3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
   GRANTED TO: STANLEY LOZA AND NORMA J. LOZA, HUSBAND AND WIFE
   PURPOSE: PUBLIC ROAD AND UTILITY PURPOSES TO BE USED IN COMMON WITH OTHERS
   RECORDED: NOVEMBER 6, 1986 AS INSTRUMENT NO. 86-1515623, OFFICIAL RECORDS
   AFFECTS: THE WESHERLY 32 FEET AND THE SOUTHERLY 50 FEET
1. ATTACHMENTS TO SUMMARY
   a. Deed
   b. Certificate of Acceptance
   c. Notice of Exemption (CEQA)
   d. Policy of Title Insurance
   e. Acquisition Plan Map

2. PROJECT INFORMATION
   Park Unit: Antelope Valley California Poppy Reserve
   Project: Wildflower Preservation Foundation
   Agency Parcel No: A08901
   County: Los Angeles
   A.P.No(s): 3236-150-03

3. PROPERTY DESCRIPTION
   [X] Improved
   [X] Unimproved
   [ ] Utilities Present
   [ ] Occupied
   [ ] Vacant
   [ ] Public Access
   Present Use:
   Zoning:
   Parcel Size: 19.72 acres
   Area Acquired: 19.72 acres

4. THE PROPERTY IS (check all that apply)
   [ ] not adjacent to existing project or facility.
   [X] within an approved Acquisition Plan.
   [ ] within an area funded by legislation for acquisition.
   [ ] within an area that has been previously disapproved
     by the Legislature.
   [X] being conveyed with conditions or restrictions.
   [ ]
   Explain checked items on next page under "Remarks".

5. INTEREST BEING ACQUIRED
   [X] Fee Simple; Amount of Interest:
   [ ] Easement; Type:
   [ ] Mineral Rights; Type:
   [ ] Purchase Option; Option Period:
   [ ] Quitclaim of Interest

6. DELIVERY OF PROPERTY
   [ ] Upon close of escrow
   [ ] Following grace period; Length:
   [ ] Lease-back to Grantor:
   [X] Other: Upon recording of Deed

7. DONOR OF PROPERTY
   Name: Wildflower Preservation Foundation
   Address: 4512 West Avenue K-12
   Lancaster, CA 93536

8. PROPOSED USE
   [ ] Outdoor Recreation
   [X] Landscape Preservation
   [ ] Historic Preservation
   [ ] Other:

9. ESTIMATED VALUE
   Land or Interest: $150,000.00
   Improvements: $0.00
   Personal Property: $0.00
   Other: $0.00
   Total: $150,000.00

10. ESTIMATE OF FISCAL IMPACT
    Management Cost - Initial: $0.00
    Safety and Security Cost: $0.00
    Restoration Cost: $0.00
    Demolition Cost: $0.00
    Total: $0.00

11. APPRAISAL INFORMATION [X] check if none
    APPRAISER & AGENCY / FIRM
    STAFF / FEE
    DATE OF VALUE
    BREAKDOWN OF VALUE
    APPROVED VALUATION
    N/A
    Land $0.00
    Improvements $0.00
    Personal Property $0.00
    Date of Approval:
    Approved by:
    TOTAL $0.00

72-5740
12. CERTIFICATE OF INSPECTION
The undersigned, an employee of the Department of Parks and Recreation, certifies that he/she is qualified to recognize property easements and encumbrances. He/she has personally inspected the subject property and found no visible signs of easements, rights-of-way or other evidence supporting potential claims of interest, except those show in the preliminary report.

Gordon McDaniel, Project Agent

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

14. REMARKS
Deed contains reversionary clause if property not used for park purposes.

15. RECOMMENDATION FOR APPROVAL
Gordon McDaniel, Project Agent
Date 6/27/95

Warren E. Westrup, Section Manager
Date 6/27/95

16. AGENCY APPROVAL
Acquisition by Gift Deed Approved

Chief, Planning, Acquisition and Local Services Division
Date 6/27/95
Grant Deed

ROGER KELLING, a single man as his 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 North 649.38 feet of Parcel 4 of Parcel Map No. 4267, in the County of Los Angeles, State of California, as shown upon a Parcel Map filed in Book 7 page 81 of Parcel Maps of said county.

Dated: May 16, 1979

Subscribing Witness:

Willie Wong
STATE OF CALIFORNIA

On June 5, 1979 before me, the undersigned, a Notary Public in and for the State of California, personally appeared William Wong 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, deposited and said: that he was present and heard Roger Kelling personally known to him to be the person described in and whose name is subscribed to the within instrument, executed 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

[Stamp]

PRINCIPAL OFFICE IN SACRAMENTO COUNTY
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 2921 - Poppy Preserve)

WHEREAS, the owner of the hereinafter identified parcel of
real property has agreed to sell said parcel to the State for the con-
sideration 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 March 31, 1978, and designated as Exhibit "PF" 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>2921</td>
<td>5/16/79</td>
<td>5/16/79</td>
<td>Roger Kelling</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 July 30, 1979.

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

[Signature]
Administrative Secretary
State Public Works Board
Memorandum

Date: January 11, 1980

To: Office of the Director
Department of Parks and Recreation
1416 Ninth Street, 14th Floor
Sacramento, CA 95814
Attention Jack Harrison, Chief
Acquisitions Division

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

File No.: Parcel 2921

Subject: TRANSFER OF JURISDICTION
Parks and Recreation
Poppy Preserve
DBP-379

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

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

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

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

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

DEPARTMENT OF GENERAL SERVICES

THOMAS F. SHERMAN
Assistant Chief Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

DEPARTMENT OF PARKS AND RECREATION

DATE January 24, 1980

PC-30
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 4010

First American Title Insurance Company

BY [Signature]

PRESIDENT

ATTEST

SECRETARY

BI 428954
1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Insured": the named insured in Schedule A, and, subject to any rights or defenses the Company may have against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including descent or devise, by gift, will, inheritance, assignment, or other manner of transfer, or in any manner giving rise to such interest or lien on the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured or from the then owner of such alleged interest or lien on the land.

(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 any person acquiring such interest or lien in the land, or owning an indebtedness secured by a purchase money mortgage given by a purchaser from such insured or from the then owner of such supposed interest or lien on the land, or from the then owner of such indebtedness, with respect to such interest or lien on the land, or to such indebtedness secured by such mortgage, if the insured claimant is, or shall become, the owner of such interest or lien or indebtedness.

(c) "Insured Claimant": an insured claiming any interest or lien in the land or any other interest in the land, or any other interest in the mortgage or indebtedness.

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

(e) "Knowledge": actual knowledge, and constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(f) "Land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by Paragraph 6 of Part I of Schedule B of this Policy.

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

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

2. A CONTINUATION OF INSURANCE AFTER CONVEYANCE 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 any such insured who acquires all or any part of the estate or interest in the land described in Schedule C, by foreclosure, trust deed, 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 thereby secured.

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

(a) The Company, at its expense, without undue delay, shall provide for the defense of any insured in an action or suit involving any legal question or remedy for the enforcement of any insured in an action or suit in which there is alleged to be any lien or interest in the land, or an action or suit to establish any lien or interest in the land.

(b) The insured shall notify the Company promptly in writing if in any action or suit in which there is alleged to be any lien or interest in the land, or an action or suit to establish any lien or interest in the land, the Company may be liable by virtue of this policy.

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 shall be furnished by the insured claimant to the Company within 30 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, 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 has 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 INSURED INDEBTEDNESS

The Company shall have the option to pay or otherwise settle for in the name of an insured claimant any claim insured against, or to demand and receive all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with the 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 to pay, if the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall sign and assign to said Company the insured mortgage and any collateral securing the same to the Company upon payment thereof as herein provided. In the event such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by the insured mortgage and any 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 insured indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness, in addition to that evidenced by the insured mortgage, and the amount of any advances to protect the lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss or damage as provided above, any loss, damage or expense which may be sustained by an insured in litigation carried on by (Continued, please see back cover)
Total fee for Title, Examination
and Title Insurance $100.88

Amount of Insurance: $17,000.00

Policy No. TOR-1-428954

Date of Policy: August 10, 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.
SCHEDULE B

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

Part One:

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

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

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

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

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

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

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

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting, or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
SCHEDULE B

8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

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

Part Two:

1. 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.


3. An easement for public road and utilities to be used in common with others, and incidental purposes, in favor of Leonard A. Willey and Dorothy E. Willey, recorded July 9, 1958 in book 0149 page 650, Official records, over the east 20 feet of said land.

4. An easement for flood hazard area over said land, as delineated on Parcel 4 of Parcel Map filed in book 7 page 81 of Parcel Maps, in the office of the county recorder of said county.
All Policy Forms:

Our No. 139363-18

SCHEDULE C

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

The Northerly 649.38 feet of Parcel 4 of Parcel Map No. 4267, as shown upon a Parcel Map filed in book 7 page 81 of Parcel Maps of said County.
INDORSEMENT

Attached to Policy No. TOR 1-428954

Issued by

First American Title Insurance Company

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

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

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

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

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

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

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

First American Title Insurance Company

BY

PRESIDENT

BY

ASSISTANT SECRETARY

NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.
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 if: (a) 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 assumed 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 who is a holder of a lien mortgage 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 the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

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

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

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

11. LIABILITY LIMITED TO THIS POLICY

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

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

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signature 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, in Ana, California, 92701, or to the office which issued this policy.
Grant Deed

JULIUS B. GIRARD, a married man, as his separate property, and JEAN GIRARD, his wife

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

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

EXCEPT the Northerly 976.14 feet.

Dated: July 14, 1978

[Signatures]

Subscribing Witness:

[Signature]
GRANTOR(S)

STATE OF CALIFORNIA
County 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 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.

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

(Seal)

SUBSCRIBING WITNESS

STATE OF CALIFORNIA
County 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 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.

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

(Seal)

OFFICIAL SEAL
LOU ANN CALLIS
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires OCT 20, 1980

78 - 1020/88

AS FOR WITNESSES CONFORM TO RECITED IN COLOMBIC RECORDS
RESOLUTION OF STATE PUBLIC WORKS BOARD
APPROVING ACQUISITION OF REAL PROPERTY
UNDER SECTION 15854 OF THE GOVERNMENT CODE
FOR THE
DEPARTMENT OF PARKS AND RECREATION

(Parcels 2918, 2920 and 2921 - Poppy Preserve)

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

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

<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>2918</td>
<td>6/22/78</td>
<td>6/22/78</td>
<td>Linda Ludwin</td>
</tr>
<tr>
<td>2920</td>
<td>7/11/78</td>
<td>7/11/78</td>
<td>Julius B. Girard and Jean Girard</td>
</tr>
<tr>
<td>2921</td>
<td>7/28/78</td>
<td>7/28/78</td>
<td>W. P. Montamble and Barbara Montamble and Fred F. Stuart</td>
</tr>
</tbody>
</table>

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

END OF RESOLUTION

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

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

78-1020188

Assistant Administrative Secretary
State Public Works Board
Memorandum

Date: May 2, 1979

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

   Attention Jack Harrison, Chief
   Acquisitions Division

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

File No.: DBP 379

Subject: TRANSFER OF JURISDICTION
         Parks and Recreation
         Antelope Butte Poppy Preserve
         Parcels 2917 and 2920

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

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

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

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

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

THOMAS F. SHERMAN
Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby acknowledged.

DEPARTMENT OF PARKS AND RECREATION

BY  DATE 5-10-79

PC-30
POLICY OF TITLE INSURANCE
ISSUED BY
First American Title Insurance Company

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

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

and in addition, as to an insured lender only:

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

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

First American Title Insurance Company

By 

President

Attest

Secretary

72 3648
1. DEFINITION OF TERMS

The following terms when used in this policy mean:
(a) "Insured": the named insured in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to all or any part of such insured's 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) or (iii) hereof, expenses of foreclosure and amounts advanced to protect the title to 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's grantee in acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.
(b) "CONTINUATION OF INSURANCE AND REINSTATEMENT 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 obtained by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants 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 obtained by 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 using such insurer shall secure to the Company in the event of any such notice shall come to an insured all claim of title or interest which is adverse to the estate or interest or the lien of the insured mortgage, as insured, in which such claim of title or interest for which the Company may be liable by virtue of this policy, or (ii) 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 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 thereby and suffer damages because of any such failure.

(b) 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 or things that 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 shall have the right to take immediate action to contest the title of any adverse claim, whether or not it shall be liable under the terms of this policy, and shall not thereby prejudice the rights of any person claiming adversely.

(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 dismiss or appeal from any adverse judgment or order.

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.

(b) 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, as determined under paragraph 6 (a) or (iii) hereof, expenses of foreclosure and amounts advanced to protect the title to the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land, or

(c) 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 such insured

(Continued on inside back cover)
SCHEDULE A

Total fee for Title, Examination and Title Insurance $38.13

Amount of Insurance: $12,500.00

Policy No. TOR.1-281064

Date of Policy: September 14, 1978 at 8:00 A.M.

1. Name of Insured:

   THE STATE OF CALIFORNIA.

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

   THE STATE OF CALIFORNIA.

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

   A fee.
SCHEDULE B

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

Part One:

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

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

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

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

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

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

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

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement nor or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
SCHEDULE B

8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant 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. An easement for public road and utility and incidental purposes, in favor of Murdo G. McIver and Mary K. McIver, husband and wife, recorded May 3, 1967, over that portion of said land included within the lines of Lancaster Road as said road existed on June 11, 1957, together with the right to dedicate said land for public use without the joinder of the Grantee herein and such grant or dedication shall have the same force and effect as through jointed into by the Grantee herein or his successor in interest.

2. An easement for a future street as delineated on said parcel map, as shown herein, over the Southwest corner of said land.
All Policy Forms

Our No. 139372-18

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 3 of Parcel Map No. 4267, as shown upon a parcel map filed in book 7 page 81 of Parcel Maps of said county.

EXCEPT the Northerly 976.14 feet.
INDORSEMENT

Attached to Policy No. TOR 1-281064
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 heretofore under the terms of this Indorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.

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

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

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

First American Title Insurance Company

BY

PRESIDENT

BY

ASSISTANT SECRETARY

NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.
the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

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

7. LIMITATION OF LIABILITY

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

8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

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

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

9. LIABILITY NONCUMULATIVE

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

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

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

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

**TO:**
Ronald Krueper
Tehachapi District

**DATE:** JUL 21 2008

- [X] FEE
- [ ] ADDITION
- [ ] EASEMENT
- [ ] DISPOSAL

The following described [X] Real Property Interest in Real Property has been transferred [X] To the Department of Parks and Recreation From [ ]

<table>
<thead>
<tr>
<th>District/Unit No.</th>
<th>Unit Name</th>
<th>DPR/DBP/FRG/SSL No.</th>
<th>OREDS Parcel No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>900/580</td>
<td>Antelope Valley California Poppy Reserve SNR</td>
<td>A44201</td>
<td>10194</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acquisition Plan No.</th>
<th>County</th>
<th>Land Acreage</th>
<th>Water Frontage</th>
</tr>
</thead>
<tbody>
<tr>
<td>29465</td>
<td>Los Angeles</td>
<td>4.82</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Lessor**
Wildflower Preservation Foundation, Inc.

<table>
<thead>
<tr>
<th>Date Recorded</th>
<th>Recording Data</th>
<th>Transfer of Jurisdiction</th>
<th>Certificate of Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/03/03</td>
<td>03-2939048</td>
<td>10/03/03</td>
<td>09/10/03</td>
</tr>
</tbody>
</table>

**Method of Acquisition**

- [X] Fee
- [ ] Deed
- [X] Gift
- [ ] Exchange

**Established Value**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>Improvements</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$35,000.00</strong></td>
</tr>
</tbody>
</table>

Fund Source
No Cost to DPR.

Gift Value = $35,000.00 (from Grantor)

**Supporting Documents**

<table>
<thead>
<tr>
<th>Instrument of Conveyance</th>
<th>Policy of Title Insurance</th>
<th>Surplus/Disposal Plan or Acquisition Plan</th>
<th><em>Encumbrances</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>[X]</td>
<td>[X]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

**REMARKS**

APN: 3236-015-036 (changed by county to 3236-015-908).

---

*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), Accounting (Gifts and Disposals only); Aep, Planning (243 & Map Only); Acq, Cap. Outlay (243 only)*

DPR 243 (Rev. 2/86)
PROPERTY DATA SHEET

ACQUIRING AGENCY: Department of Parks and Recreation
PARK UNIT: Antelope Valley California Poppy Reserve
AGENCY PARCEL NUMBER: A44201
REAL PROPERTY NUMBER: 960
RESD PROJECT & PARCEL NUMBER: 10194
COUNTY: Los Angeles
ASSESOR'S PARCEL NUMBER: 3236-015-036 (later changed by County to 3236-015-908)
PUBLIC WORKS BOARD DATE: 08/15/2003
PARCEL SIZE: 4.82 acres
GRANTOR: Wildflower Preservation Foundation, Inc. A California Corporation
RECORDING DATE: 10/03/2003
RECORDING NUMBER: 03-2939048
INTEREST ACQUIRED: 100% Fee
CONSIDERATION: $35,000.00
FUNDING AUTHORITY: No Cost to DPR. Gift Value = $35,000.00 (from Grantor)
ACQUISITION PLAN DRAWING NUMBER: 29465
CONTACT PERSON: David Wrightsman
PARCEL HISTORY NUMBER (assigned by RESD): 72-5968

LAS 58 (8/97)
Memorandum

Date: September 9, 2004

To: Joe D. White, Real Estate Officer
    RESD - Statewide Property Inventory

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

Subject: Transmittal of Conveyance Documents for Statewide Property Inventory

UNIT: Antelope Valley California Poppy Reserve
      REAL PROPERTY NO. 960

PROJECT: Wildflower Preservation Foundation GIFT

AGENCY PARCEL NO(s): A44201

TOTAL ACREAGE
  Fee: 4.82
  Easement: -
  Leasehold: -

PURCHASE PRICE: $0.00
GIFT VALUE: $35,000.00

FUNDING SOURCE(s):
N/A

AMOUNT PER FUND:
0.00

TOTAL: 0.00

ATTACHMENTS:

✓ Original Conveyance Document
✓ Original Policy of Title Insurance
✓ Map of Area Acquired
✓ Property Acquisition Agreement
✓ Property Data Sheet
✓ Property Acquisition Summary

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, OFFICE OF ACQUISITION AND REAL PROPERTY SERVICES.

Original Signed By

Warren E. Westrup, Chief
Office of Acquisition and
Real Property Services

Attachments
cc: Kim L. Snyder
    Gayle Bohlmann

72--5968
TITLE(S) :  

REDEED

LEAD SHEET

FEE  FREE

CODE 20

CODE 19

CODE 9

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

32536 - 015 - 036

007

THIS FORM NOT TO BE DUPLICATED

72-5968
WILDFLOWER PRESERVATION FOUNDATION INC., A CALIFORNIA CORPORATION

hereby GRANTS to THE STATE OF CALIFORNIA, on behalf of the Department of Parks and Recreation of the State of California the following described real property situated in the State of California, County of Los Angeles, described as follows:

PARCEL 1:

PARCEL 2:

Dated: 8-13-03

GRANTOR
WILDFLOWER PRESERVATION FOUNDATION INC., A CALIFORNIA CORPORATION

By Dorothy Bolt, President

By Ann M. Gregg, Secretary
State of California
County of Los Angeles

On AUGUST 13, 2003, before me, Dorothy Bolt LINDA WILLIAMS, NOTARY PUBLIC
personally appeared Dorothy Bolt DOROTHY BOLT

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

Signature_______

Notary public in and for said State. (Above area for official notary seal)

03 2939048

72 - 5968

03 2939048
State of California
County of Los Angeles

On AUGUST 13, 2003, before me, ANN M. GREGG, NOTARY PUBLIC

personally appeared LINDA WILLIAMS, /NOTARY PUBLIC/ ANN M. GREGG

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

Signature LINDA WILLIAMS

Notary public in and for said State. (Above area for official notary seal)
CERTIFICATE OF ACCEPTANCE

Agency
Department of Parks and Recreation
Project
Antelope Valley Poppy Reserve
Agency Parcel No.
DPR #A44201 – DGS # 10194

APN
3236-015-036
County of Los Angeles

This is to certify that, pursuant to Sections 15853 and 27281 of the California Government Code, the interest in real property conveyed by the Grant Deed dated August 13, 2003, from WILDFLOWER PRESERVATION FOUNDATION INC., A CALIFORNIA CORPORATION, to THE STATE OF CALIFORNIA on behalf of the Department of Parks and Recreation of the State of California is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by resolution of said Board duly adopted August 15, 2003, and the Grantee consents to the recordation thereof by its duly authorized officer.

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

Accepted
STATE OF CALIFORNIA
State Public Works Board
By: __________________________
IRENE T. ANDERSON
Assistant Administrative Secretary
Dated: 8/19/03

Consent
DEPARTMENT OF PARKS AND RECREATION
By: __________________________
DR. MARK SCHRADE
Deputy Director
Dated: 8/15/03

Consent
DEPARTMENT OF GENERAL SERVICES
By: __________________________
DWIGHT V. WEATHERS
Assistant Chief
Real Estate Services Section
Dated: 8/19/03

Approved
DEPARTMENT OF FINANCE
By: __________________________
STEVE PEACE, Director
Dated: 9/10/03
CHICAGO TITLE INSURANCE COMPANY

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

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
and in addition, as to an insured lender only:
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

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

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
CHICAGO TITLE COMPANY
700 SOUTH FLOWER STREET, SUITE 800
LOS ANGELES, CA 90017
(213) 488-4300

CHAICAGO TITLE INSURANCE COMPANY

By: [Signature]
President

ATTEST
[Signature]
Secretary

72-5968

Reorder Form No. 8223 (Reprinted 10/00)
# SCHEDULE A

<table>
<thead>
<tr>
<th>Amount of Insurance:</th>
<th>$35,000.00</th>
<th>Policy No.</th>
<th>31005576</th>
<th>X14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Policy:</td>
<td>OCTOBER 3, 2003 at 8:00 AM</td>
<td>Premium:</td>
<td>$420.00</td>
<td></td>
</tr>
</tbody>
</table>

## 1. Name of Insured:

THE STATE OF CALIFORNIA, ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION OF THE STATE OF CALIFORNIA

## 2. The estate or interest in the land which is covered by this policy is:

- A FEE AS TO PARCEL 1;
- AN EASEMENT MORE FULLY DESCRIBED BELOW AS TO PARCEL 2

## 3. Title to the estate or interest in the land is vested in:

THE STATE OF CALIFORNIA, ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION OF THE STATE OF CALIFORNIA

## 4. The land referred to in this policy is situated in the County of LOS ANGELES, State of California and is described as follows:

**PARCEL 1:**


**PARCEL 2:**


This Policy valid only if Schedule B is attached.

72 - 5968
EXCEPTIONS FORM 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:

PART I

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

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

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

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

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

PART II

A 1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2003-2004 THAT ARE A LIEN NOT YET DUE.

C 2. THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4 RESPECTIVELY (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A; OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.

E 3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: ROBERT P. SORG AND LINDA A. SORG, HUSBAND AND WIFE, AS JOINT TENANTS

PURPOSE: PUBLIC ROAD, INGRESS, EGRESS AND PUBLIC UTILITY

RECORDED: OCTOBER 15, 1980 AS INSTRUMENT NO. 80-1020658 OFFICIAL RECORDS

AFFECTS: THE NORTHERLY 15 FEET AND THE SOUTHERLY 15 FEET

F 4. AMONG OTHER THINGS, SAID DOCUMENT PROVIDES:

THE UNRESTRICTED USE AND BENEFIT OF THE OWNER OR OWNERS OF ALL, OR ANY PORTION, OR PORTIONS, SUBDIVISION, OR SUBDIVISIONS OF THE EAST ONE HALF OF THE
PART II

SOUTH ONE HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5.

AUTHORIZED SIGNATORY

72-5968
which might cause loss or damage for which the Company may be liable by virtue of this policy, or (ii) if the estate or interest or lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall be terminated with regard to the matter or matters to which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED OR WITH THE INSURED

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the insured that the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) Whenever the Company shall have been joined as a party to any action or in any event if it has been served with a process, the Company may in such event be required to defend the insured or to provide a defense as required or permitted by the provisions of this policy; the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, In its sole discretion, to appeal from any adverse judgment entered.

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

5. PROOF OF LOSS OR DAMAGE

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

In addition, an insured claimant may reasonably be required to submit to examination at the cost or expense of any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which promptly and reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed by the Company to any other person except to an authorized representative of the Company, its agents, attorneys, or to a court of competent jurisdiction, in which records, books, ledgers, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage.

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

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

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

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

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

(b) The Company offers to purchase the Indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefore.

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

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

7. DETERMINATION AND EXTENT OF LIABILITY

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

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

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

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 6 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

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

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

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

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

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

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

Antelope Valley Poppy Reserve-Property Donation
DPR Parcel No. A44201, DGS Parcel No. 10194

WHEREAS, Section 5005 of the California Public Resources Code authorizes the
Department of Parks and Recreation (hereinafter “Department”) to acquire any interest in real
property for the extension, improvement, or development of the State Park System; and

WHEREAS, Government Code 11005 provides for acceptance of gifts of real property
by the State of California by any State agency with statutory authority, subject to the approval of
the Director of Finance and approval of conveyance contracts by the Director of General
Services; and

WHEREAS, the Department of General Services has requested that the Board authorize
the donation of approximately 4.82 acres of property situated in the County of Los Angeles,
State of California, as more particularly described in the attached Exhibit “A” consisting of one
page that is incorporated herein; and

NOW, THEREFORE, BE IT RESOLVED that the above described donation of real
property is hereby approved for acceptance in the name of the State of California under the

BE IT FURTHER RESOLVED that the Administrative Secretary or duly authorized
Assistant Administrative Secretary of the Board is authorized and directed to do any and all
things, and to execute and deliver any and all documents necessary or advisable in order to
consummate the acquisition and otherwise effectuate the purpose of this Resolution.

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of a

WITNESS my hand this 15th day of August 2003.

James E. Tillon, Administrative Secretary
State Public Works Board

72-5968
## SITE SELECTION/PROPERTY ACQUISITION SUMMARY

**DATE:** JUN 24 2003

### 1. ACTION REQUIRED:
- [X] DGS Transaction Approval
- [X] PWB Settlement Approval

### 2. ATTACHMENTS TO SUMMARY
- a. Gift Deed (1 original)
- b. Certificate of Acceptance (1 original)
- c. Gift Certificate of Approval
- d. Acquisition Plan Map
- e. Preliminary Title Report
- f. Notice of Exemption (CEQA) To be provided by ESS
- g. Draft PWB Agenda Item and/or Resolution

### 3. PROJECT INFORMATION
- **Park Unit:** Antelope Valley Poppy Reserve
- **Project:** Gift of Real Property
- **Agency Parcel No.:** A442201  DGS#
- **County:** Los Angeles
- **A.P.No.:** 3239-015-036
- **OREDS Project & Parcel Nos.:**
- **Site Selection Date:** N/A
- **PWB Date:** N/A
- **Agency DGS Transaction Approval Date:**
- **PWB Settlement Approval Date:**

### 4. FISCAL INFORMATION
- **Funding Source:** N/A (Gift)
- **Chapter/Item:** 379/02, 379-301-6029(6) (overhead)
- **PCA Account No.:** 22139  Agency Code: 53465
- **Amount of Appropriation:** $
- **Appropriation Balance (est.):** $0
- **Overhead Estimate:** $1000
- **Purchase Price:** $

### 5. PROPERTY DESCRIPTION
- [ ] Improved  [X] Unimproved  [ ] Utilities Present
- [ ] Occupied  [X] Vacant  [X] Public Road Access
- **Present Use:** vacant
- **Zoning:** LC 25—Land Conservation
- **Parcel Size:** 4.62 acres
- **Acreage Acquired:** 4.62 acres
- **Proposed Use:** Addition to existing State Park

### 6. METHOD OF ACQUISITION
- [ ] Purchase
- [X] Gift
- [ ] Combination
- [ ] Exchange
- [ ] Transfer of Control and Possession (Interagency)

### 7. INTEREST BEING ACQUIRED
- [X] Fee Simple; **Amount of interest:**
- [ ] Easement; **Type:**
- [ ] Mineral rights; **Type:**
- [ ] Purchase Option; **Option Period:**

### 8. DELIVERY OF PROPERTY
- [X] Upon close of escrow
- [ ] Grace period; **Length:**
- [ ] Lease-back to Grantor
- [ ] Other:

### 9. GRANTOR INFORMATION
- **Name(s) of Grantor:** WILDFLOWERS
- **Corporation:** PRESERVATION FOUNDATION INC.; A CALIFORNIA CORPORATION
- **Date of Vesting:** 05/11/87
- **State Employee:** [X] No  [ ] Yes (if yes, explain below)

### 10. APPRAISAL INFORMATION
- [ ] Original Appraisal
- [ ] Revised / Updated Appraisal

<table>
<thead>
<tr>
<th>APPRAISER &amp; AGENCY / FIRM</th>
<th>STAFF / FEE</th>
<th>DATE OF VALUATION</th>
<th>BREAKDOWN OF VALUE</th>
<th>APPROVED VALUATION</th>
<th>PURCHASE SETTLEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td><strong>Land</strong></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Improvements</strong></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Personal Property</strong></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Severance Damage</strong></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
<td>$</td>
<td>$ N/A</td>
</tr>
</tbody>
</table>

**Date of Approval:**

**Approved by:** 79 - - 5968
<table>
<thead>
<tr>
<th>ITEM No.</th>
<th>ACCEPT</th>
<th>DELETE</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>X</td>
<td></td>
<td>Property taxes, including assessments collected with taxes 2003-04. If any, to be paid by grantor and removed from the report upon deed recordation.</td>
</tr>
<tr>
<td>2</td>
<td>X</td>
<td></td>
<td>Property taxes for fiscal year 2002-03. If any, to be paid by grantor and removed from the report upon deed recordation.</td>
</tr>
<tr>
<td>3</td>
<td>X</td>
<td></td>
<td>Lien of supplemental or escaped assessments of property taxes if any... If any, to be paid by grantor and removed from the report upon deed recordation.</td>
</tr>
<tr>
<td>4</td>
<td>X</td>
<td></td>
<td>Water rights, claims or title to water, whether or not shown by the public records. DPR is willing to accept this gift of property subject to.</td>
</tr>
<tr>
<td>5</td>
<td>X</td>
<td></td>
<td>Public road and utility easement to Robert F. Sorg and Linda A Sorg, recorded 10/15/1980 as Instrument No. 80-1020658. The roadway easement through the existing State Park provides access to the subject property. DPR will take title subject to.</td>
</tr>
</tbody>
</table>

End of Schedule B items.

1 ACCEPT - State will take title subject to the item.
2 DELETE - State will not take title subject to the item.
3 Explain effect on market value of any accepted items not considered in appraisal.
12. SPECIAL CONTRACT CLAUSES  [ ] check if none

13. SPECIAL DEED CLAUSES  [ ] check if none

14. DISPOSITION OF UNRECORDED INTERESTS  [ ] check if none

15. POSSESSION AND OCCUPANCY

[ ] Vacant  [ ] Assumption of rental or lease contract
[ ] Owner occupied  Term:
[ ] Tenant occupied  Rate:

[ ] lease  [ ] month-to-month tenancy  Cancellation clause:
[ ] Relocation Assistance consideration  Remarks:

Remarks:
16. CERTIFICATE OF INSPECTION

The undersigned, an employee of the Department of Parks and Recreation, certifies that he/she is qualified to recognize property easements and encumbrances. He/she has personally inspected the subject property and found no visible signs of easements, rights of way or other evidence supporting potential claims of interest, except those shown in the title report.

David L. Wrightsman, Senior Land Agent

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

18. REMARKS

19. AGENCY RECOMMENDATION FOR APPROVAL

David L. Wrightsman, Senior Land Agent

Warren E. Westrup, Chief
Office of Acquisition Real Property Services

Date: JUN 24 2003

72-5968
Snyder, Kim

From: Wrightsman, David
Sent: Monday, July 21, 2008 8:00 AM
To: Snyder, Kim
Subject: RE: Need help with gift value

Excellent..., let me know if you need anything else Kim.

David L. Wrightsman, Senior Land Agent
Acquisition and Real Property Division
1 Capitol Mall, Suite 500
Sacramento CA 95814
916.445.9101 Office
916.327.7307 fax

From: Snyder, Kim
Sent: Monday, July 21, 2008 7:26 AM
To: Wrightsman, David
Subject: RE: Need help with gift value

Yes, Policy of Title Insurance is $35,000. O.K., so I will include a copy of this e-mail and add the comment that the gift value used is your estimate and that the Gift Deed Summary estimate of $20,000 and the DGS Memorandum – Gift of Real Property of $21,800 were not used.

Thanks for the clarification Dave.

Kim L. Snyder
Real Property Manager
California State Parks
Acquisition and Real Property Services Division
One Capitol Mall, Suite 500
Sacramento, CA 95814
Direct: (916) 327-7397
FAX: (916) 327-7307
e-mail: kimsy@parks.ca.gov

From: Wrightsman, David
Sent: Monday, July 21, 2008 7:05 AM
To: Snyder, Kim
Subject: RE: Need help with gift value

Per my recollection of what transpired I believe the previous estimates were old. There had been some activity in the area that reflected an increase in land values current to the date the acquisition closed. So, I went online and researched similar properties to see either what they were listed for or might of closed. There were listings covering 25k to 50k, with many of those needing adjustment. Based on what I had researched I believed the gift value was 35k. That is what the Title Insurance should reflect as well.

7/21/2008
Hi David:

In working the Wildflower Preservation Foundation Gift acquisition at Antelope Valley California Poppy Reserve, recorded 10/03/2003 for 4.82 acres, you reported a gift value of $35,000, however the Gift Deed Summary estimates $20,000 and the DGS Memorandum – Gift of Real Property states the property has an estimated value of $21,800. Can you please tell me which number is correct as we will need to be able to document the correct gift value and make a correction of the $35,000 (if it is incorrect) with an explanation for the over-reporting of the asset to Accounting and the Auditors.

This one is somewhat time sensitive as the district also has a Public Records Act request for the documents.

Thanks for your help,

Kim L. Snyder
Real Property Manager
California State Parks
Acquisition and Real Property Services Division
One Capitol Mall, Suite 500
Sacramento, CA 95814
Direct: (916) 327-7297
FAX: (916) 327-7307
e-mail: kansd@parks.ca.gov

7/21/2008
**PART I TO BE COMPLETED BY AGENCY – ATTACH PLAT SHOWING THE RELATION OF EACH PARCEL TO PARK UNIT**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. AGENCY NAME</td>
<td>Department of Parks and Recreation</td>
</tr>
<tr>
<td>2. PERSON SUBMITTING REQUEST</td>
<td>David L. Wrightsman</td>
</tr>
<tr>
<td>3. TELEPHONE NO.</td>
<td>445.9101</td>
</tr>
<tr>
<td>4. DATE SUBMITTED</td>
<td>Aug 20, 2003</td>
</tr>
<tr>
<td>5. NAME OF PROJECT</td>
<td>Antelope Valley Poppy Reserve</td>
</tr>
<tr>
<td>6. LOCATION OF PROJECT</td>
<td>Ave G, Lancaster</td>
</tr>
<tr>
<td>7. COUNTY</td>
<td>Los Angeles</td>
</tr>
<tr>
<td>8. SIZE (ACRES, SQUARE FEET)</td>
<td>approximately 5 acres</td>
</tr>
<tr>
<td>9. SHAPE (RECTANGULAR, IRREGULAR, ETC.)</td>
<td>rectangular</td>
</tr>
<tr>
<td>10. DONOR’S NAME</td>
<td>WILDFLOWER PRESERVATION FOUNDATION INC., A CALIFORNIA CORPORATION</td>
</tr>
<tr>
<td>11. ADDRESS</td>
<td>4512 West Avenue K-12, Lancaster, California 93536</td>
</tr>
</tbody>
</table>

**12. IS PARCEL ADJACENT TO EXISTING STATE PROJECT OR FACILITY**
- [ ] NO
- [x] YES

**13. IMPROVEMENTS**
None

**14. FIXTURES OR PERSONAL PROPERTY**
None

**15. ANNUAL MAINTENANCE**
- [ ] $0

**16. RESTRICTIONS OR RESERVATIONS PROPOSED**
None

**17. CHECK APPROPRIATE BOX**
- [x] UNCONDITIONAL GIFT
- [ ] CONDITIONAL GIFT EXPLAIN

**PART II TO BE COMPLETED BY REAL ESTATE SERVICES**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
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<tbody>
<tr>
<td>18. PROPERTY VALUE</td>
<td>ESTIMATED $20,000</td>
</tr>
<tr>
<td>19. PROPERTY ASSESSMENT LAND</td>
<td>N/A</td>
</tr>
</tbody>
</table>
| 20. TITLE RESTRICTIONS | [ ] NO
- [x] YES |

**IMPROVEMENTS**
- IMPROVEMENTS $0
- TOTAL $0

**PERSONAL PROPERTY**
- EXEMPTION
- ASSESSED VALUE $0
- ANNUAL TAXES

**21. POSSESSION OR OCCUPANCY**

**22. TERMS OF RENTAL OR LEASE CONTRACT**

**23. DISPOSITION OF UNRECORDED INTERESTS**

**24. POTENTIALLY HAZARDOUS CONDITIONS, IF ANY**

**25. STATE’S LIABILITY IN ACCEPTING GIFT**

The environmental review revealed no problems with hazardous materials. The property is compatible with the proposed use as an addition to the Antelope Valley Poppy Reserve.

**26. RECOMMENDATION OF REAL ESTATE SERVICES**
- [x] ACCEPT
- [ ] REJECT

**COMMENTS**

**SIGNATURE OF REAL ESTATE SERVICES OFFICER**

[Signature]

**DATE**
8/32/03

**PART III DEPARTMENT OF FINANCE APPROVAL**

**27. RECOMMENDATION OF BUDGET OFFICER**
- [ ] APPROVE
- [x] REJECT

**COMMENTS**

**APPROVED FOR DIRECTOR OF FINANCE**

[Signature]

**DATE**
9/10/03

---

72 - 5968
MEMORANDUM

Date: August 22, 2003

Reference: DGS-Parcels 10194

To: Steve Peace, Director
   Department of Finance
   915 L Street, 9th Floor
   Sacramento, CA 95814

From: Department of General Services – Real Estate Services Division
       Professional Services Branch  IMS Z-1
       707 Third Street, Fifth Floor
       West Sacramento, CA 95605

Subject: PARCEL 10194 – GIFT OF REAL PROPERTY FROM
THE WILDFLOWER PRESERVATION FOUNDATION INC.

Attached for the Department of Finance approval is a copy of a Gift Deed from the Wildflower
Preservation Foundation Inc., to the State of California, Department of Parks and Recreation,
conveying approximately 5 acres in the County of Los Angeles for an addition to the Antelope
Valley Poppy Reserve.

There will be no cost to the State by accepting the land. The only related costs will be for
State’s overhead in processing documents and title costs including preliminary report and title
policy.

Time is of the essence on this transaction. Please process this request as expeditiously as
possible. Approval of the gift is recommended. If you concur, please sign the Certificate of
Acceptance attached to the deed and the Gift Deed Summary form.

IMPORTANT

Return to DGS the SIGNED ORIGINAL DOCUMENTS
(deeds & certificates of acceptance)
DO NOT FILE THEM, DO NOT FORWARD TO OTHER AGENCY

Please call Lorina Pisi at (916) 375-4030
when documents are ready for DGS pick-up

If you have any questions, or need additional information, please call Gerry Clark at
(916) 375-4024.

APPROVAL RECOMMENDED:

IRENE T. ANDERSON, Manager
Real Estate Services, Acquisition

Attachments

cc: David Wrightsman, Department of Parks and Recreation

72-5968
GIFTS OF REAL PROPERTY

TO: Genevieve Frederick  
   Department of Finance

FROM: Warren E. Westrup, Chief  
       Office of Acquisition and Real Property Services

DATE: June 24, 2003

DEPARTMENT: Department of Parks and Recreation

DONOR: Wildflower Preservation Foundation Inc.

DESCRIPTION (location, size and operational benefit):

This 4.82 acres of undeveloped land is situated in Los Angeles County represents an inholding within the State’s existing Antelope Valley Poppy Reserve. Acceptance of this gift provides additional land to the Poppy reserve. Historically the gift parcel has never been developed and is in its natural condition.

Circle yes or no: If "No" for any of the following, elaborate on separate page.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Y)</td>
<td>N</td>
</tr>
<tr>
<td>(Y)</td>
<td>N</td>
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<tr>
<td>(Y)</td>
<td>N</td>
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<td>N</td>
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<td>(Y)</td>
<td>N</td>
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<tr>
<td>(Y)</td>
<td>N</td>
</tr>
<tr>
<td>(Y)</td>
<td>N</td>
</tr>
</tbody>
</table>

The Department certifies that the requirements of the California Environmental Quality Act have been met. A Categorical Exemption under the California Environmental Quality Act will be filed by the Department of General Services' Environmental Services Office prior to the State's acceptance of the property.

72- -5968
# NOTICE OF EXEMPTION

**TO:** Office of Planning and Research  
1400 – 10th Street  Room 212  
Sacramento, CA 95814

**FROM:** CA Department of General Services  
Real Estate Services Division  
707 Third Street, 6th floor  
West Sacramento, CA 95605

**PROJECT TITLE:** Antelope Valley California Poppy Reserve

**PROJECT LOCATION – Specific:**  
Approximately 4.82 Acres off Lancaster Avenue  
APN 3238-015-036, Los Angeles, Los Angeles County

**Description Of Nature, Purpose, And Beneficiaries Of Project:**

The proposed project consists of an acquisition of approximately 4.82 acres of land, which is located in an unincorporated area of the County of Los Angeles. The project will transfer the ownership of land to the California Department of Parks and Recreation to preserve habitat and existing natural conditions.

**Name Of Public Agency Approving Project:**  
California Department of General Services

**Name Of Person Or Agency Carrying Out Project:**  
California Department of General Services, Real Estate Services Division, Professional Services Branch,  
Gerry Clark, Real Estate Officer, Acquisition & Project Coordination, Real Estate Services Section

**EXEMPT STATUS:**

- Ministerial (Sec. 21080(b)(1); 15268).
- Declared Emergency (Sec. 21080(b)(3); 15269(a)).
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c)).
- X Categorical Exemption (Class 25, Section 15325)

**Reason Why Project is Exempt:**

The project involves the acquisition of land and transfer of ownership which will preserve open space and habitat in existing conditions. Other than the road easement, the property is unimproved and vacant and would be an addition to an existing State Park. Land use of the project is consistent with current zoning: LC 25 – Land Conservation.

**Contact Person:**  
David Wrightsman  
California Department of Parks & Recreation

**Area Code**  
(916)  
**Telephone Number**  
445-9101

**Date Received For Filing:**

![RECEIVED]

JUL 9 2023  
STATE CLEARING HOUSE

[Signature]

Robert A. Sleppy, Chief, Environmental Services  
Real Estate Services Division  
California Department of General Services

72-5968
Karl Daly, Title Officer  
Chicago Title Company  
131 N. El Molino Ave, Suite 150  
Pasadena, California 91101

Dear Mr. Daly:

Antelope Valley Poppy Reserve Gift Acceptance  
Agency Parcel No. A44201 / Report No. 31005570-X14

**TITLE AND RECORDATION INSTRUCTIONS**

On August 15, 2003 the State’s Public Works Board approved the acceptance of gift property, located in Los Angeles County. Because this is a gift no escrow is necessary, only recordation of the following documents and issuance of a policy of title insurance. We request have the following items recorded with the Los Angeles County Recorder’s Office:

1. One original Gift Deed to the State of California from WILDFLOWER PRESERVATION FOUNDATION INC., A CALIFORNIA CORPORATION.  

2. One original Certificate of Acceptance.

Please record and issue a CLTA standard policy of title insurance on the parcel in the amount of $35,000. The policy shall insure fee title in the State of California, free and clear of all liens, encumbrances, and other defects of title except the following:


The State will pay the title insurance premium and reconveyance fee, if any. Pursuant to the Revenue and Taxation Code Section 11922, documents recorded at our request are not subject to documentary transfer tax. The State is also exempt from paying recording fees, pursuant to the Government Code Sections 6103 and 27383. Therefore, neither documentary transfer taxes nor recording fees are to be paid in this transaction.
Property taxes for the fiscal year in which this escrow closes, if unpaid, shall be paid by Grantor prior to recording. Upon recording, taxes will be canceled. No taxes are payable covering any period of time thereafter.

The mailing address of the Grantor in this transaction is:

Wildflower Preservation Foundation Inc., A California Corporation
4512 West Avenue K-12
Lancaster, California 93536

Upon closing, the policy of title insurance is to be issued in an original and three copies. All copies of the title policy, along with your invoice in triplicate, with our parcel number noted thereon, are to be mailed directly to:

Department of Parks and Recreation
Office of Acquisition and Real Property Services
One Capitol Mall, Suite 500
Sacramento, California 95814
Attention: David L. Wrightsman

These escrow instructions may only be altered or modified upon written authorization from the undersigned. If you have any questions or need additional information, please call me at (916) 445-9101.

On the enclosed copy, please acknowledge receipt of these instructions by signing in the space provided and return the copy by mail to the above address. Thank you.

Sincerely,

[Signature]

David L. Wrightsman
Senior Land Agent

Enclosures

Receipt of this letter of escrow instructions, including the enclosed documents mentioned above, is hereby acknowledged by the undersigned representative of Chicago Title Company.

By _______________________________ Date __________

Title ________________________________
CALIFORNIA MORTGAGE ASSOCIATES, LTD.

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

The Southwest 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.


Dated: AUG. 4, 1976

CALIFORNIA MORTGAGE ASSOCIATES, LTD.

By

Subscribing Witness:

Affix IRS

$
STATE OF CALIFORNIA

COUNTY OF

On August 4, 1976, before me, the undersigned, a Notary Public in and for the State of California, personally appeared L. W. Diggins, Jr., 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

L. W. Diggins, Jr.

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

Sylvia M. Neale

Notary Public in and for the State of California

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On August 4, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared

L. W. Diggins, Jr.

known to me to be the person of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Sylvia M. Neale

Notary Public in and for the State of California

(Seal)

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

(Seal)

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

Official Seal

SYLVIA M. NEALE

Notary Public

Municipal Office

This seal for official notarial seal.
RESOLUTION OF STATE PUBLIC WORKS BOARD
APPROVING ACQUISITION OF REAL PROPERTY
UNDER SECTION 15854 OF THE GOVERNMENT CODE
FOR THE
DEPARTMENT OF PARKS AND RECREATION

(Parcels 2893, 2894 and 2862 through 2865 - Poppy Preserve)

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

NOW, THEREFORE, BE IT RESOLVED, the STATE PUBLIC WORKS BOARD,
by unanimous vote, hereby determines the consideration set forth in the
hereinafter identified agreements is fair and reasonable for the purchase
of certain property in the County of Los Angeles, State of California, as
more particularly described in that certain resolution adopted by this
Board on April 30, 1976, and designated as Exhibit "U" 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>2893</td>
<td>8/5/76</td>
<td>8/4/76</td>
<td>California Mortgage</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Associates, Ltd.</td>
</tr>
<tr>
<td>2894</td>
<td>8/3/76</td>
<td>8/3/76</td>
<td>Donald J. Schmidt et ux</td>
</tr>
<tr>
<td>2862 through</td>
<td>8/17/76</td>
<td>8/17/76</td>
<td>California State Parks</td>
</tr>
<tr>
<td>2865</td>
<td></td>
<td></td>
<td>Foundation</td>
</tr>
</tbody>
</table>

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

END OF RESOLUTION

I HEREBY CERTIFY the foregoing to be a full, true and correct
copy of a resolution adopted by unanimous vote of the State Public Works
Board on August 30, 1976.

WITNESS my hand this 30th day of August, 1976.

[Signature]
Assistant Administrative Secretary
State Public Works Board
Memorandum

To: Office of the Director  
Department of Parks and Recreation  
1416 Ninth Street, 14th Floor  
Attention Les McCargo, Chief Management Office

Date: December 20, 1976

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 Reserve  
Parcel 2893, DBP-379  
Ch. 1521/74w

By resolution dated August 30, 1976, 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.

Herbert Rhodes, Director

AC-122
POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

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

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

and in addition, as to an insured lender only:

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

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

First American Title Insurance Company

BY

PRESIDENT

ATTENDAT

SECRETARY

B 938091
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 described in the first sentence of this subparagraph (a) that the Company would have had against the successor’s estate, and further, in favor of any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indemnity or any part thereof, whether named as an insured herein or not, and (i) 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 or inferred in any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indemnity or any part thereof, whether named as an insured herein or not, and (i) the parties designated in paragraph 2 (a) of these conditions and stipulations.

(f) "Land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, that the term "Land" shall 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 AND RESTRICTION 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 after foreclosure, truste’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 transferees of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of such insured or guarantor or 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 said indemnity or indebtedness secured by the insured mortgage. After such acquisition the amount of insurance hereunder shall be reduced from Schedule A to the amount of 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 of

(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 OR TITLE

The effect 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 favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by such purchase money mortgage given by 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 cause to be defended by an insured claimant in any defense to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured claimant of any claim against the 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 result in 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 be 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 any such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding to do any other act which, in the Company’s opinion, is desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company shall have the right to institute any actions, 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 be heard from by 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 claimant shall act in the Company’s behalf to settle any action or proceeding, and all appeals thereto, and permit the Company, to the extent of such insured for such purpose. Whenever required by the Company, such insured shall give the Company in writing, written notice, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or preparing the defense of 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 rights of the insured or interest in the lien of the insured mortgage, as insured, including but not limited to executing cor- rect or other documents.

4. PROOF OF LOSS OR DAMAGE — LIMITATION ON NOTICE

As a condition to the notice 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 not be required to be made until 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 be in writing, signed and sworn to or endorsed by the Company and the insuring company, as the case may be, 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 has been recorded. Failure to furnish such proof of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

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

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and claim under this policy hereunder by paying or rendering 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 has occurred 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 Company shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon receipt of the purchase price as 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, shall be terminated.

6. DETERMINATION AND PAYMENT OF LOSS

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

(iii) the amount paid by any governmental agency or instrumentality, in such case the insured shall give the Company the name of such insured for such purpose. Whenever required by the Company, such insured shall give the Company in writing, written notice, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or preparing the defense of 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 rights of the insured or interest in the lien of the insured mortgage, as insured, including but not limited to executing correct or other documents.

(b) CONTINUATION OF INSURANCE AFTER CONVEYANCE OR TITLE

The effect 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 favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by such purchase money mortgage given by such insured.

(c) The Company shall have the right at the own cost to institute and without undue delay prosecute any action or proceeding to do any other act which, in the Company’s opinion, is desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company shall have the right to institute any actions, 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 be heard from by 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 claimant shall act in the Company’s behalf to settle any action or proceeding, and all appeals thereto, and permit the Company, in the case of such insured for such purpose. Whenever required by the Company, such insured shall give the Company in writing, written notice, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or preparing the defense of 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 rights of the insured or interest in the lien of the insured mortgage, as insured, including but not limited to executing correct or other documents.

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

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and claim under this policy hereunder by paying or rendering 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 has occurred 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 Company shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon receipt of the purchase price as 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, shall be terminated.
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 if the first 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, in the event 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 of premiums 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, 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 amounts 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 and 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 proportion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Company.

If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. LIABILITY LIMITED TO THIS POLICY
This instrument together with all endorsements and other instruments, if any, attached here to by the Company is the entire policy and con tract 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.
Total Fee for Title Search, Examination
and Title Insurance $ 107.00

Amount of Insurance: $ 36,000.00 Policy No. B 938091

Date of Policy: October 18, 1976 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.
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 the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

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

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

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

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 right 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:


2. An easement for ingress, egress and public utility purposes, over the East 20 feet and the South 30 feet of said land, for use in common with others, as reserved in the deed of trust recorded March 14, 1967 as Instrument No. 1075.

- continued -
3. An easement for ingress, egress and public utility purposes, to be used in common with others, over the Southerly 30 feet of said land as set forth in deed recorded March 14, 1967 as Instrument No. 1081, and in other instruments of record.

4. An easement for public street, road or highway purposes as provided in the deed recorded March 5, 1970 as Instrument No. 2281, over the Southerly 50 feet of said land.

5. An easement for public road and highways and incidental purposes in favor of The County of Los Angeles, recorded March 5, 1970 in book D-4649 page 929, Official Records, over the Southerly 50 feet of said land.
SCHEDULE C

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

The Southwest quarter of the Southwest quarter of Section 32, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

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 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) 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) setback 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 [Signature] PRESIDENT

BY [Signature] SECRETARY

CLTA Form 126.1 (6-5-75)
One-Four Family
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 [Signature]
ASSISTANT SECRETARY

NOTE: In connection with a future application for title insurance covering said land, raise 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.
Grant Deed

DONALD J. SCHMIDT and NORMA E. SCHMIDT, husband and wife, as Joint Tenants,

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

See Exhibit "A" Attached

Dated: 8-3-76

Affix IRS

DONALD J. SCHMIDT

Subscribing Witness:

NORMA E. SCHMIDT
GRANTOR(S)

STATE OF CALIFORNIA

COUNTY OF .............................................. { ss. }

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

...........................................................

known to me to be the person whose name is subscribed to
the within instrument and acknowledged

that ...........................................................
executed the same.

WITNESS my hand and official seal.

(Seal) ...........................................................

Name (Typed or Printed)

Notary Public in and for the State of California

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

COUNTY OF Sacramento { ss. }

On August 23, 1976, before me,
the undersigned, a Notary Public in and for the State of
California, personally appeared J. Frank Davidson,
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
Donald J. Schmidt and Norma E. Schmidt

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.

CONSTANCE K. OKINO ..................................

Name (Typed or Printed)

Notary Public in and for the State of California

CONSTANCE K. OKINO

NOTARY PUBLIC - CALIFORNIA

Principal Office in Sacramento County

My Commission Expires Feb. 29, 1980

OFFICIAL SEAL

CONSTANCE K. OKINO

NOTARY PUBLIC - CALIFORNIA

Principal Office in Sacramento County

My Commission Expires Feb. 29, 1980

OFFICIAL SEAL
EXHIBIT "A"

Parcel 2894

PARCEL 1:

The East half 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.

EXCEPTING 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 Phil Firth, deceased, recorded

EXCEPTING 25 percent of all crude oil, petroleum, gas, brea, asphaltum
and all kindred substances and other minerals under and in said land,
without right of surface entry above 500 feet below the present surface
of said land, as reserved of record.

PARCEL 2:

An easement for ingress, egress and public utility purposes to be used
in common with others, over the 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, in the County of Los Angeles,
State of California.
RESOLUTION OF STATE PUBLIC WORKS BOARD
APPROVING ACQUISITION OF REAL PROPERTY
UNDER SECTION 15854 OF THE GOVERNMENT CODE
FOR THE
DEPARTMENT OF PARKS AND RECREATION

(Parcels 2893, 2894 and 2862 through 2865 - Poppy Preserve)

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

NOW, THEREFORE, BE IT RESOLVED, the STATE PUBLIC WORKS BOARD, by unanimous vote, hereby determines the consideration set forth in the hereinafter identified agreements is fair and reasonable for the purchase of certain property in the County of Los Angeles, State of California, as more particularly described in that certain resolution adopted by this Board on April 30, 1976, and designated as Exhibit "O" 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>2893</td>
<td>8/5/76</td>
<td>8/4/76</td>
<td>California Mortgage Associates, Ltd.</td>
</tr>
<tr>
<td>2894</td>
<td>8/3/76</td>
<td>8/3/76</td>
<td>Donald J. Schmidt et ux</td>
</tr>
<tr>
<td>2862 through</td>
<td>8/17/76</td>
<td>8/17/76</td>
<td>California State Parks Foundation</td>
</tr>
<tr>
<td>2865</td>
<td></td>
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</tr>
</tbody>
</table>

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

END OF RESOLUTION

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of a resolution adopted by unanimous vote of the State Public Works Board on August 30, 1976.

WITNESS my hand this 30th day of August, 1976.

[Signature]
Assistant Administrative Secretary
State Public Works Board
MEMORANDUM

To: Office of the Director  
Department of Parks and Recreation  
1416 Ninth Street, 14th Floor  
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  
Parcel 2894, DBP-379  
1521/74(w)

By resolution dated August 30, 1976, 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

[Signature]

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.

Date  FEB 2-1977

[Signature]

HERBERT RHODES, Director
POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

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

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

and in addition, as to an insured lender only:

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

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

First American Title Insurance Company

By ____________________________

President

Attest __________________________

Secretary

B 938059
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 who then succeeded to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, transferees, 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 such 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) 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 any assumption or guaranty of the guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the assigns therein paragraph 2 (a) of those 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 inferred 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 are conclusive of matters relating to the land.

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

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 mandate which discharges the lien of the insured mortgage, and if such insured is a corporation, its transferee of the estate or interest acquired by the transferor 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 paragraphs (l) and (m) hereof; or (iii) the amount paid by any governmental agency in satisfaction of such claim. 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 paragraphs (l) and (m) hereof; or (iii) the amount paid by any governmental agency in satisfaction of such claim.

(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 described in Schedule C by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal mandate which discharges the lien of the mortgage hereinafter provided, or 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 paragraph shall not apply in the event of a transfer from an insured to another entity or an entity transferring from another entity in the course of refinancing such insured's mortgage.

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

The Company, at its own cost and without undue delay, shall have the right to defend any action or proceeding for the recovery of any claim for damage to the estate or interest or the lien of the insured mortgage, as the case may be, for which the Company may be liable by virtue of this policy, or (ii) 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 applicant for coverage under this policy unless by reason of such notice 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, and without undue delay, to institute any action or proceeding or to do any other act which in its opinion may be necessary or desirable for the protection of 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) Whenver 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 the 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 actions or proceedings, 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, the insured hereunder shall give the Company, at the Company's expense, all reasonable aid in [1] any such action, or proceeding in effecting settlement, securing evidence, obtaining witnesses, attending such action or proceeding, and [2] in any other act in which 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 corrections or other documents.

4. PROOF OF LOSS OR DAMAGE LIMITATION OF ACTION

In addition to the notices required under Paragraph 3 (b) of those Conditions and Stipulations, a proof of loss or damage, signed and sworn to by the insured claimant shall be filed with 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 sufficiently 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 to the Company. No 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 OTHERWISE SETTLE CLAIMS AND OPTIONS TO PURCHASE INDEBTEDNESS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and duties hereunder to 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 therefor to the owner with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase the indebtedness as herein provided, the owner of such indebtedness shall transfer and assign all the rights and interests in the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided. Upon acceptance 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 (d) of this subparagraph; or
(iii) [as 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, as determined under paragraphs (l) and (m) hereof;]
(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)
the Company for such insured, and all costs, attorneys’ fees and expenses in litigation carried on by such insured with the written authorization of the Company.

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

7. LIMITATION OF LIABILITY

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

8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

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

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

9. LIABILITY NONCUMULATIVE

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

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage if 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, provide such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Company. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. LIABILITY LIMITED TO THIS POLICY

This instrument is limited to all endorsements and other instruments, if any, attached hereto by the Company, and 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 hereunder, 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, or Assistant Secretary, or validating officer or authorized signatory of the Company.

No payment shall be made without proof in writing received through due proof of such loss or destruction shall be furnished to the satisfaction of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its home office at 421 North Main Street, Santa Ana, California, 92701, or to the office which issues this policy.
Total Fee for Title Search, Examination and Title Insurance $174.44

Amount of Insurance: $64,000.00
Policy No. B 938059

Date of Policy: October 18, 1976 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:
   PARCEL 1 as to a fee.
   PARCEL 2 as to an easement.
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 by or under the records.

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

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

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

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

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

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 of 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:


2. An easement for public street, road or highway purposes as provided in the deed recorded July 28, 1971 as Instrument No. 3863, over the Southerly 50 feet of said land.
SCHEDULE C

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

PARCEL 1:

The East half of the Southwest quarter of Section 32, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

EXCEPTING 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 Phil Firth, deceased, recorded May 27, 1941 in book 18430 page 202, Official Records.

EXCEPTING 25 percent of all crude oil, petroleum, gas brea, asphaltum and all kindred substances and other minerals under and in said land, without right of surface entry above 500 feet below the present surface of said land, as reserved of record.

PARCEL 2:

An easement for ingress, egress and public utility purposes to be used in common with others, over the 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

Attached to Policy No. B 938059

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 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 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) 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

CLTA Form 126.1 (6-9-75)
One-Four Family
ENDORSEMENT

Attached to Policy No. B 938059

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 1987) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.

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

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

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

First American Title Insurance Company

BY

President

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.
Corporation Grant Deed

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
in the County of Los Angeles, State of California:

See Exhibit "A" Attached

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.

Dated: August 17, 1976

CALIFORNIA STATE PARKS FOUNDATION

By: President

By: Assistant Secretary
STATE OF CALIFORNIA
COUNTY OF Alameda

On August 17, 1976, 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.

WITNESS my hand and official seal.

(Seal)

Signature: ____________________________

Name (Typed or Printed): Toini Laine

Notary Public in and for said County and State
EXHIBIT "A"

Parcel 2862

The West 144 acres of the Southwest quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

EXCEPT that portion, if any included within the East 16 acres of said Southwest quarter.

Parcel 2863

PARCEL 1:

The East 16 acres of the Southwest one-quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

PARCEL 2:

The West 128 acres of the Southeast one-quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

Parcel 2864

PARCEL 1:

The Southeast one-quarter (SE 1/4) of Section 33, Township 8, North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

EXCEPT the West 128 acres thereof.

PARCEL 2:

The East one hundred twelve acres of the Northeast one-quarter (NE 1/4) of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.
Parcel 2865

Parcel 1:

The Northeast one-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 an undivided one-half interest in all the oil, gas and other hydrocarbon substances in or under said land, as reserved in deeds recorded June 15, 1944 as Instrument No. 718 and March 16, 1946 as Instrument No. 1370.

Parcel 2:

That part West of the West line of the East 112 acres of the North one-half of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California.

Parcel 3:

The Southeast quarter of Section 29, Township 8 North, Range 14 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California,

EXCEPT one-half interest in all oil and mineral rights, as reserved in the deed from Dorothy Hales, filed for record March 28, 1944.

A survey of said land was filed July 15, 1921 in book 11 page 29 of Records of Survey.
RESOLUTION OF STATE PUBLIC WORKS BOARD
APPROVING ACQUISITION OF REAL PROPERTY
UNDER SECTION 15854 OF THE GOVERNMENT CODE
FOR THE
DEPARTMENT OF PARKS AND RECREATION

(Parcels 2893, 2894 and 2862 through 2865 - Poppy Preserve)

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

NOW, THEREFORE, BE IT RESOLVED, the STATE PUBLIC WORKS BOARD, by unanimous vote, hereby determines the consideration set forth in the hereinafter identified agreements is fair and reasonable for the purchase of certain property in the County of Los Angeles, State of California, as more particularly described in that certain resolution adopted by this Board on April 30, 1976, and designated as Exhibit "U" 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>Grantee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2893</td>
<td>8/5/76</td>
<td>8/4/76</td>
<td>California Mortgage</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Associates, Ltd.</td>
</tr>
<tr>
<td>2894</td>
<td>8/3/76</td>
<td>8/3/76</td>
<td>Donald J. Schmidt et ux</td>
</tr>
<tr>
<td>2862 through</td>
<td>8/17/76</td>
<td>8/17/76</td>
<td>California State Parks</td>
</tr>
<tr>
<td>2865</td>
<td></td>
<td></td>
<td>Foundation</td>
</tr>
</tbody>
</table>

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

END OF RESOLUTION

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of a resolution adopted by unanimous vote of the State Public Works Board on August 30, 1976.

WITNESS my hand this 30th day of August, 1976.

[Signature]
Assistant Administrative Secretary
State Public Works Board

Page 1 of 1
To: Office of the Director  
Department of Parks and Recreation  
1416 Ninth Street, 14th Floor  
Attention Lee McCargo, Chief  
Management Office

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

Subject: TRANSFER OF JURISDICTION  
Parks and Recreation  
Poppy Reserve  
Parcels 2862, 2863, 2864 and 2865  
DBP-379  
1521/74(w)

Date: December 27, 1976

By resolution dated August 8, 1976, 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.

Herbert Rhodes, Director  
Date JAN 21 1977

AC-122
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's 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

[Signature]

President

[Signature]

Secretary

INCORPORATED
SEPTEMBER 24, 1938

FORM NO. 1084 (10/73)
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY FORM
COPYRIGHT 1973

DOCUMENT FILE
1. DEFINITION OF TERMS

The following terms used in this policy mean:

(a) "insured": the insured named in Schedule A, and, when the loss or damage is sustained on property of the Company which the insured has the right of possession or control, the person or persons entitled to the possession or control thereof.

(b) "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (re-)seiving, 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 or guarantor and (iii) the insurer himself whether named as an insured herein or not, and (iii) the parties designated in paragraph 2 (a) of the definitions.

(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 impounded 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. 5 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 to any extent to a lien 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 collecting and any advances 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 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 interest therein protected 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 AGAINST THE COMPANY 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 claimant against any action or proceedingubits such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall be come to an insured hereunder of any claim of 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 is liable under one of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected or that it shall not be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.

(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 its 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 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 therefrom, to the Company to use, at its option, the name of such insured for such purpose. Whenever required by the Company, the insured hereunder shall execute, at the Company's expense, all reasonable but not including (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining bonds or orders of court, for such action or proceeding, and (2) in any other action or proceeding in which 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 correcting or other documents.

4. PROOF OF LOSS OR DAMAGE – NOTIFICATION OF CLAIM

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 defact, in or lien or encumbrance on the title, or other matter insured against by this policy, and, when appropriate, state the basis of calculating the amount of such loss or damage.

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

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

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

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

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and obligations of the Company hereunder, in full or in part, without payment or tendering payment of the amount of insurance under this policy together with all 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 therein together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase the indebtedness as herein provided, the owner of such indebtedness shall have ten days' written notice of the offer and shall, in writing, accept or reject the offer, and if such rejection is made, the Company shall have the further option to purchase the indebtedness and the mortgage and any collateral security thereon to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, all liens 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.

(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, as determined under paragraph 6 (a) (iii) hereof, expenses of collecting and any advances 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

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

(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)
Total Fee for Title Search, Examination and Title Insurance $ 943.00

Amount of Insurance: $ 470,400.00 Policy No. B 963256

Date of Policy: October 26, 1976 at 4:21 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:

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

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

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

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

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

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


Affects Parcel No. 2862.

3. A right of way of lawful width for any and all county roads theretofore lawfully established and then in public use across said land as reserved by Southern Pacific Railroad Company, in deed dated March 6, 1912, recorded in book 4941 page 126, of Deeds.

Affects Parcel No. 2862.
4. An easement for public street, road or highway purposes as provided in the deed recorded March 17, 1972 as Instrument No. 4370, over the Southerly 50 feet of the West 144 acres of the Southwest quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Meridian.

To be known as Avenue G.

Affects Parcel No. 2862.

5. A right of way for a transmission line granted Kern River Company December 28, 1904 under the provision of an Act of Congress approved February 15, 1901.

Affects Parcel No. 2863.

6. A right of way of lawful width for any and all county roads theretofore lawfully established and then in public use across said land as reserved by Southern Pacific Railroad Company in deed dated March 6, 1912, recorded in book 4941 page 126 of Deeds.

Affects Parcel No. 2863.

7. An easement for public street, road or highway purposes as provided in the deed recorded January 6, 1972 as Instrument No. 2932, over the Southerly 50 feet of said Southwest quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Meridian, excepting therefrom that portion thereof which lies within the West 144 acres of said Southwest quarter, to be known as Avenue "G" and the Southerly 50 feet of the West 128 acres of the Southeast quarter of above mentioned section, to be known as Avenue "G".

Affects Parcel No. 2863.

8. A right of way for a power line granted to Kern River Company December 28, 1904 under the provisions of an Act of Congress approved February 15, 1901 (31 Stat., 790).

Affects Parcel No. 2864.


Affects Parcel No. 2864.

10. An easement for public street, road or highway purposes as provided in the deed recorded March 5, 1970 as Instrument No. 2279, over the Southerly 50 feet of Parcel No. 1.

Affects Parcel No. 2864.

- continued -
SCHEDULE B, continued

11. An easement over all of said land for public utilities and incidental purposes as provided in the deed recorded in book 1758 page 316, of Deeds.

Affects Parcel No. 2865.


Affects Parcel No. 2 of Parcel No. 2865.

13. A right of way of lawful width for any and all county roads theretofore lawfully established and then in public use across said land as reserved by Southern Pacific Railroad Company, in deed dated March 6, 1912, recorded in book 4941 page 126, of Deeds.

Affects Parcel No. 2 of Parcel No. 2865.

14. A reservation contained in the patent from the United States of America, dated January 29, 1920, recorded in book 17 page 98 of Patents, as follows:

"There is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the Authority of the United States."

Affects Parcel No. 3 of Parcel No. 2865.


Affects Parcel No. 3 of Parcel No. 2865.
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 2862

The West 144 acres of the Southwest quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

EXCEPT that portion, if any included within the East 16 acres of said Southwest quarter.

PARCEL 2863

Parcel 1:

The East 16 acres of the Southwest one-quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

Parcel 2:

The West 128 acres of the Southeast one-quarter of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

PARCEL 2864

Parcel 1:

The Southeast one-quarter (SE 1/4) of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

EXCEPT the West 128 acres thereof.

Parcel 2:

The East one hundred twelve acres of the Northeast one-quarter (NE 1/4) of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

PARCEL 2865

Parcel 1:

The Northeast one-quarter of Section 32, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

EXCEPT an undivided one-half interest in all the oil, gas and other hydrocarbon substances in or under said land, as reserved in deed recorded June 15, 1944 as Instrument No. 718 and March 16, 1946 as Instrument No. 1370.

- continued -
Parcel 2:

That part West of the West line of the East 112 acres of the North one-half of Section 33, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

Parcel 3:

The Southeast quarter of Section 29, Township 8 North, Range 14 West, San Bernardino Base and Meridian.

EXCEPT one-half interest in all oil and mineral rights, as reserved in the deed from Dorothy Hales, filed for record March 28, 1944.

A survey of said land was filed July 15, 1921 in book 11 page 29 of Records of Survey.
INDORSEMENT

Attached to Policy No. B-963256

Issued by

First American Title Insurance Company

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

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

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

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

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

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

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

First American Title Insurance Company

BY

President

BY

Assistant Secretary

NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.
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 incurred against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro rata; 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 rata the amount of the insurance afforded hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage.

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

9. LIABILITY NONCUMULATIVE

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

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

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

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

11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereeto 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 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.