Grant Deed

LINDA LUDWIN, a widow and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

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

The Southerly 325.38 feet of the Northerly 650.76 feet of 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.

EXCEPTING THEREFROM: All minerals below a depth of 500 feet without however, the right to drill or mine through the surface thereof.

Dated: June 22, 1978

Subscribing Witness:

[Signature]

LINDA LUDWIN
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

[Signature]
GRANTOR(S)

STATE OF CALIFORNIA
COUNTY OF Los Angeles

June 22, 1978

On the undersigned, a Notary Public in and for the State of California, personally appeared

"Linda Ludwin"

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

WITNESS my hand and official seal.

(Seal)

Joyce A. Green
Name (Typed or Printed)
Notary Public in and for the State of California

SUBSCRIBING WITNESS

STATE OF CALIFORNIA
COUNTY OF

On 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

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

WITNESS my hand and official seal.

(Seal)

Name (Typed or Printed)
Notary Public in and for the State of California
ON THIS 17 day of October 1978, before me, Joyce A. Green, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared Shirley A. Bess, known to me to be the Trust Officer and C. T. Davis, Jr., known to me to be the Trust Officer of the BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, the association that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the association therein named, and acknowledged to me that such association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Joyce A. Green
Notary Public in and for said County and State
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 "F" 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>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.

[Signature]
Assistant Administrative Secretary
State Public Works Board

78-1228469
Memorandum

Date: June 28, 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

Subject: TRANSFER OF JURISDICTION
   Parks and Recreation
   Antelope Buttes Poppy Preserve
   Parcels 2818 and 2922

File No.: DBP-379

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.

DEPARTMENT OF GENERAL SERVICES

THOMAS F. SHERMAN
Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby
acknowledged.

DEPARTMENT OF PARKS AND RECREATION

BY: DATE 7/6/79

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 3872
SCHEDULE A

Total fees for title examination and title insurance: $25.00

Amount of insurance: $90,000.00

Policy No.: PUC 1-381724

Date of policy: November 3, 1976, at 9:00 A.M.

1. Name of insured:
   THE STATE OF CALIFORNIA.

2. The estate or interest referred to herein is the interest vested in:
   THE STATE OF CALIFORNIA.

3. The estate or interest in the land described in Schedule A and which is covered by this policy is:
   A fee.
This policy does not insure against loss or damage, nor against costs, attorneys’ fees or expenses, any or all of which arise by reason of the following:

**Part One:****

1. Taxes or assessments which are not shown by 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 summary 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 appurtenant 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 appurtenant 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 or of any improvement erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of or of the land, or the effect of any violation of any such law, ordinance or governmental regulation."
SCHEDULE J

8. Rights of eminent domain or governmental rights of police power unless notice of the exercise thereof 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) attached 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. General and special county taxes for the fiscal year 1976-1977, in the amount of $71.92.

3. An easement for pole lines and incidental purposes, in favor of Southern California Edison Company, Ltd., a corporation, recorded October 17, 1943 in book 23883 page 16, Official Records, over all of said lands.

4. An easement for road purposes over the Northerly 32 feet and over the Westernly 32 feet of Parcel 2, in the County of Los Angeles, State of California, as shown on a parcel map filed in book 7 page 51 of Parcel Maps, in the office of the county recorder of said county, as disclosed in the deed of trust recorded June 30, 1958 in book 15664 page 373, Official Records.
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 Southerly 33' 33" feet of the Northerly 620' West of Parcel 3 of Parcel Map No. 4267, as shown upon a Parcel Map filed in book 1 page 31 of Parcel Maps of said county.

EXCEPT therefrom all minerals below a depth of 500 feet without however, the right to drill or mine through the surface thereof, as reserved in deed recorded November 3, 1970 as Instrument No. 73-1228469.
ENDORSEMENT

Attached to Policy No. TOR 1-331764

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 Endorsement, 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 Endorsement 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 Endorsement) 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 endorsement 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, 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.
GRANT DEED

THE UNDERSIGNED, Robert F. Sorg and Linda A. Sorg hereby grants to the State of California all that certain real property in the County of Los Angeles, State of California, described as follows:

Description:

Parcel 1:

The East one half of the East one half of the South one half of the Northwest quarter of the Northwest quarter of Section 5, Township 7 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of said land.

Parcel 2:

An easement for public road, ingress, egress, and public utility purposes to be used in common with others over the Northerly 15 feet and the Southerly 15 feet of the West one-half of the East one half of the South one-half of the Northwest quarter of the Northwest quarter of Section 5, Township 7 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of said land.
Parcel 3:

An easement for public road, ingress, egress, and public utility purposes to be used in common with others over the Northerly 15 feet and the Southerly 15 feet of the West one-half of the South one-half of the Northwest quarter of the Northwest quarter of Section 5, Township 7 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of said land.

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 other 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 real property.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10th day of August, 1987.

[Signature]
Robert F. Sorg

[Signature]
Linda A. Sorg

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On this 10th day of August, 1987, before me the undersigned, a Notary Public in and for said County and State, personally appeared
Robert F. Sorg and Linda A. Sorg

personally known to me or proved to me on the basis of satisfactory evidence to be the person or whose name are subscribed to the within instrument and acknowledged that they executed the same.

[Signature of Notary]

Signature of Notary

Y-1227Q---

OFFICIAL SEAL
D. ELIOPULOS
Notary Public California
Principal Office in
Los Angeles County

87 1771801
CERTIFICATE OF ACCEPTANCE

PROJECT:  Antelope Valley California Poppy Reserve
PARCEL:  PRG 396

The Department of Parks and Recreation acting through the Director of Parks and Recreation, pursuant to Section 5005 of the Public Resources Code, does hereby accept on behalf of the State of California the gift of title to or interest in real property described in the attached conveyance from Robert A. Sorg and Linda A. Sorg, dated August 10, 1987, to be added to or used in connection with the State Park System, and pursuant to Section 27281 of the Government Code consents to the recordation of said conveyance.

Date:  8/14/87

DEPARTMENT OF PARKS AND RECREATION

BY

The Director of Finance does hereby approve the acceptance of this conveyance by the Department of Parks and Recreation.

DIRECTOR OF FINANCE

87 1771801
TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

SCHEDULE A

PREMIUM : $250.00
AMOUNT OF INSURANCE : $15,000.00
DATE OF POLICY : NOVEMBER 5, 1987 8:00 A.M.
POLICY NO. : 8367467

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 OR REFERRED TO IN SCHEDULE C COVERED BY THIS POLICY IS:
   A FEE AS TO PARCEL 1 AND AN EASEMENT MORE PARTICULARLY DESCRIBED AS TO PARCELS 2 AND 3.

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 I

ALL MATTERS SET FORTH IN PARAGRAPHS NUMBERED 1 (ONE) TO 11 (ELEVEN) INCLUSIVE ON THE INSIDE COVER SHEET OF THIS POLICY UNDER THE HEADING SCHEDULE B PART I.

PART II

1. GENERAL AND SPECIAL COUNTY TAXES
   FOR THE FISCAL YEAR 1987-1988
   TOTAL AMOUNT : $117.36
   FIRST INSTALLMENT : $58.68 OPEN
   SECOND INSTALLMENT : $58.68 OPEN
SUCH ADDITIONAL SPECIAL CITY AND/OR COUNTY TAXES AS MAY BE ASSESSED BY
REASON OF:

(A) IMPROVEMENTS ADDED SUBSEQUENT TO MARCH 1, 1975;

(B) CHANGES OF OWNERSHIP OCCURRING SUBSEQUENT TO MARCH 1, 1975;

(C) ANY FINAL JUDGMENT DETERMINING THAT CONSTITUTIONAL ARTICLE XIII A
HAS BEEN APPLIED IMPROPERLY;

(D) REAPPRAISAL OF PROPERTY VALUES AS OF MARCH 1, 1975; AND

(E) THE EFFECT OF ANY REASSESSMENT NOT POSTED TO THE TAX ROLL AS OF
THE DATE HEREOF.

THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE
PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE
AND TAXATION CODE OF THE STATE OF CALIFORNIA.
SCHEDULE Q

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:

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

PARCEL 2:


PARCEL 3:

AN EASEMENT FOR PUBLIC ROAD, INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES TO BE USED IN COMMON WITH OTHERS OVER THE NORTHERLY 15 FEET AND THE SOUTHERLY 15 FEET OF THE WEST ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.
Policy of Title Insurance

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, 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.

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

By: [Signature]
President

Attest: [Signature]
Secretary

72-4967
Schedule B 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 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, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

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 change in the dimensions or area of the land or any parcel of which the land is or was a part, whether or not shown by the public records at Date of Policy, or the effect of any violation of any such law, ordinance or governmental regulation, whether or not shown by the public records at Date of Policy.

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) whether or not shown by the public records at Date of Policy, but created, caused, 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.

10. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessors in the lease or leases described or referred to in Schedule A.

11. The effect of any failure to comply with the terms, covenants and conditions of the lease or leases described or referred to in Schedule A.

Conditions and Stipulations

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2(a) of these Conditions and Stipulations.

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

(c) "insured lender": the owner of an insured mortgage.

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

(e) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(f) "land": the land described specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by paragraph 2(a) 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.

(Conditions and Stipulations Continued on the Inside of the Last Page of This Policy)
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 insurer who acquires all or any part of said 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 described in Schedule C by 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 2(b)(iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or
(iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b) Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy, in favor of such insurer who acquires all or any part of such insurer 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, that this policy shall remain in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions—Notice of Claim to be Given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, and (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and of any loss or damage for which the Company may be liable by virtue of this policy, or (iii) if it is 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 be determined in regard to the estate or matters for which such prompt notice is required; provided, however, that such failure to notify shall not in any case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right to control defense of an insured against any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to use such adverse judgment as it deems necessary or advisable.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company’s expense, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and (2) in any suit or action which in the opinion of the Company is desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, including but not limited to executing corrective or other documents.

4. Proof of Loss or Damage—Limitation of Action

In addition to the notices required under paragraph 2(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 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 the title, or other matter insured against by this policy which constitutes the basis of loss or damage, and, when appropriate, agree 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 the 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 by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys’ fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys’ fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

6. Determination and Payment of Loss

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

(i) the actual loss of the insured claimant;
(ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or
(iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by 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.

(Conditions and Stipulations Continued and Concluded on Reverse Side of This Page)
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 owners.

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 as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. Liability Limited to this Policy
This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and Conditions and Stipulations of this policy.

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

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

12. Notices, Where Sent
All notices required to be given the Company and any statements in writing required to be furnished the Company shall be addressed to its Principal Office: Claims Department, 6300 Wilshire Boulevard, P.O. Box 2719, Los Angeles, California 90099.
TO: Kenneth Jones, Regional Director  
Southern Region  
Attn: Bill Curran

FROM: ACQUISITION DIVISION — PROPERTY MANAGEMENT

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

<table>
<thead>
<tr>
<th>UNIT NO.</th>
<th>UNIT NAME</th>
<th>DBP/PRG NO.</th>
<th>RES. PARCEL NO.</th>
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<td>PRG-396</td>
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<th>WATER FRONTAGE</th>
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<td>23484</td>
<td>Los Angeles</td>
<td>4.82</td>
<td>0</td>
<td>Robert F. and Linda A. Sorg</td>
<td>☐ DEED</td>
<td>9/14/88</td>
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<td>PLT No. 72-4967</td>
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- LAND IMPROVEMENTS $0
- TOTAL $0

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

OFR 243 (REV. 12/81)
Memorandum

Date: September 14, 1988

To: Kenneth L. Mitchell, Chief
    Acquisition Division
    Department of Parks and Recreation
    1416 Ninth Street, 11th Floor
    Sacramento, CA 95814
    Attention Bill Kuromoto

From: Department of General Services – Office of Real Estate and Design Services
      400 "P" Street, Suite 3110, Sacramento 95814

Subject: DEPARTMENT OF PARKS AND RECREATION
        ANTELOPE VALLEY POPPY PRESERVE

Enclosed are the following:

1. Four xerox copies of the Gift Deed recorded November 5, 1987 from Robert F.
   and Linda A. Sorg to the State of California.

2. Four copies of the Policy of Title Insurance in the amount of $15,000
   covering Item 1 above.

3. Invoice from Ticor Title Insurance in the amount of $250.00 dated November 5,
   1987. It will be appreciated if you will arrange for payment of this
   invoice.

Originals of the documents were sent to the Proprietary Land Index for
forwarding and permanent filing in the Office of the Secretary of State.

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

[Signature]
GEORGE P. DUTRA
Senior Land Agent

GPD: EJW:sna:C-24.15.2:PG-31

Enclosures

cc: Carol Van Brunt

PLI No.: 72-4967
Parks Drawing No.: 23484
Area: Los Angeles (4.82 acres)
APN: 3236-15-37
**TICOR TITLE INSURANCE**

44455 NORTH TENTH ST. WEST  
P.O. BOX 1838,  
LANCASTER,  
CA 93534  

RECEIVED  

DATE: 11/05/87  

ORDER NUMBER 83674567  

CUSTOMER NUMBER 00086567  

TITLE OFFICER CROW, DAVE  

REFERENCE  

OFFICE OF REAL ESTATE/DESIGN  

SORG  

INITIAL BILL  

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<td>250.00</td>
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<td>POLICY OF TITLE INSURANCE</td>
<td></td>
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<tr>
<td>POLICY: CLTA</td>
<td></td>
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<tr>
<td>LIABILITY:</td>
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<tr>
<td>TOTAL CHARGES</td>
<td>250.00</td>
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AMOUNT DUE: $250.00  

AMOUNT ENCLOSED: $250.00  

MAKE YOUR CHECKS PAYABLE TO TICOR TITLE INSURANCE  

Received: NOV 25 1987  

Providing your title services has been our pleasure — thank you.
Date: October 19, 1987

To: Jesse R. Huff, Director
Department of Finance
1025 "P" Street
Sacramento, CA 95814
Attention Robin Baker

From: Department of General Services
Office of Real Estate and Design Services
400 "P" Street, Suite 3110, Sacramento 95814

Subject: DEPARTMENT OF PARKS AND RECREATION
CALIFORNIA POPPY RESERVE
GIFT DEED FROM ROBERT SORG, ET UX

Attached for the Department of Finance's acceptance is a gift deed from
Roberta F. and Linda A. Sorg to the State of California, conveying
4.82 acres in the County of Los Angeles for an addition to the California
Poppy Reserve.

All of the title exceptions are acceptable with the exception of current
taxes which will be eliminated.

The property value is $10,000.

According to the Department of Parks and Recreation, there will be no
additional cost to the State to own and operate the property.

Approval of the gift is recommended. If you concur, please sign the
Certificate of Acceptance attached to the deed.

Please return the documents to the undersigned, Office of Real Estate and
Design Services, 400 "P" Street, Suite 3110, Sacramento, CA 95814, for
further processing.

GEORGE P. DUTRA
Senior Land Agent

ACCEPTANCE RECOMMENDED:

By: DARRELL HAYNES
Assistant Chief

GPD: LMB: dt: A-17.13
Attachments

72-4967
Corporation Grant Deed

W and B LAND INVESTMENTS, INC., a California corporation doing business as Benton Investment Group

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:

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.

EXCEPT the Northerly 971.02 feet.

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 Secretary thereunto duly authorized.

Dated: August 25, 1978

W and B LAND INVESTMENTS, INC.

By M. Benjamin Wagmeister

President

By Carolyn S. Coleman

Secretary
STATE OF CALIFORNIA
COUNTY OF

On before me, the undersigned, a Notary Public in and for said County and State, personally appeared , known to me to be the President, and , known to me to be the 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]

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

1645 E. Cienega Blvd., Los Angeles, CA 90019
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 2923 and 2924A - 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>Grantee</th>
</tr>
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<tbody>
<tr>
<td>2923</td>
<td>8/25/78</td>
<td>8/25/78</td>
<td>W and H Land Investments, Inc., a California Corporation dba Benton Investment Group</td>
</tr>
<tr>
<td>2924A</td>
<td>7/21/78</td>
<td>7/21/78</td>
<td>James K. F. and Florence C. S. Chun</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 29, 1978.

WITNESS my hand this 29th day of August, 1978.

[Signature]
Administrative Secretary
State Public Works Board
Memorandum

Date: April 5, 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 Buttes Poppy Preserve
Parcels 2923 and 2924B

By resolution dated March 30, 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 Ray L. WiIle, DATE 4-19-79

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
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 against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, lessees, mortgagees, personal representatives, next of kin, or corporate or fiduciary successors. The term "Insured" also includes (i) the owner of the indebtedness secured by the insured mortgage or any successor in ownership of such indebtedness (re- serving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferee), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2 (a) of these Conditions and Stipulations.

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

(c) "Insured lender": the owner of an insured mortgage.

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

(e) "Knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(f) "Land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "Land" does not include any area excluded by Paragraph No. B 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 impact constructive notice of matters relating to the Land.

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

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

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

(ii) the amount of the unpaid principal of the indebtedness plus interest thereon, as determined under paragraph 6 (a) (iii) hereof, expenses of foreclosure, if any, and reasonable costs of advices and advances 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 for the insured claimant, in acquisition of such estate or interest in satisfaction of its insurance contract.

(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 acquiring title, in the event that the insured claims against the insurer, or is sued or terminates the mortgage or interest in the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN IN WRITING

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(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 of any suit or other action which shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, (iii) if title to the estate or interest or lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice was not given or provided, however, that failure to notify shall not in any case prejudice the rights of any such insured under this policy unless such failure is by the Company, and is only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay proceed in any action to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by 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 any such action or proceeding, and all appeals therein, and permit the Company to use, as the Company shall elect, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company an amount of expense that is a reasonable cost for (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining without undue delay and providing security for such action or proceeding, and (2) in any other act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest of the lien of the insured mortgage, as insured.

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 hereunder by the insured claimant shall be furnished to the Company within 30 days after such event or damage shall have occurred. Such proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage, and, when appropriate, state the basis of calculating the amount of such loss or damage.

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

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

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

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS AND OPTIONS TO PURCHASE 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 by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with any costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage, and any other security securing the same to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, the Company shall have the option to purchase from 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, if 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 such 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 as herein determined, less such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as herein otherwise provided, and less lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by...
CLTA Standard Coverage Policy Copyright - 1973

UP 139379-18 end: FALL AS: jj

SCHEDULE A

Total fee for Title, Examination
and Title Insurance $364.13

Amount of Insurance: $12,500.00

Policy No. TOR 1-307880

Date of Policy: November 9, 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 of 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 either at Date of Policy or at the date such claimant acquired an estate, 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:


1a. General and special county taxes for the fiscal year 1978-1979, in the amount of $117.05.

2. An easement over those portions of said land within the lines of Lancaster Road.


4. An easement over the East 20 feet of said land 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 in book # 149 page 650, Official Records.

5. 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
SCHEDULE B

as though jointed into by the Grantee herein or his successor in interest.
All Policy Forms

Our No. 139379-18

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 4 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 971.02 feet.
INDORSEMENT

Attached to Policy No. TOR 1-307880

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 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, 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 insured mortgage, provided such act occurs prior to receipt by such insured 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 or settlement 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 subject 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 or 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 to 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.
Grant Deed

W. P. MONTAMELE and BARBARA J. MONTAMELE, husband and wife, as joint tenants, as to an undivided one-half interest; and FRED F. STUART, a widower, who has acquired title as FRED F. STUART, a married man, as to an undivided one-half interest,

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

The Northerly 324.65 feet of the Southerly 999.21 feet of Parcel 4 of the 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.

This Grant Deed is being recorded to correct the legal descriptions as previously set out in the Grant Deeds recorded on November 9, 1978 and December 13, 1979, as instrument numbers 78-1257340 and 79-1397083, respectively.

Dated: 8/13/81

Subscribing Witness:

W. P. MONTAMELE
BARBARA J. MONTAMELE
FRED F. STUART

72-3879
STATE OF CALIFORNIA

County of Los Angeles

On July 2, 1981 before me, the undersigned, a Notary Public in and for the State of California, personally appeared

Kathleen Dunigan

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

WITNESS my hand and official seal.

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

STATE OF CALIFORNIA

County of Los Angeles

On August 13, 1981 before me, the undersigned, a Notary Public in and for the State of California, personally appeared

Bonnie J. Steen

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

Henry McAdams

Linda S.

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

WITNESS my hand and official seal.

(Seal)
Bonnie J. Steen
Name (Typed or Printed)
Notary Public in and for the State of California

OFFICIAL SEAL
BONNIE J. STEEN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires AUG 31, 1982

72-3873
This is to certify that the interest in real property conveyed by the deed dated August 13, 1981, from W. P. Montamble, et al. to 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 and the grantee consents to the recordation thereof by its duly authorized officer.

State of California
State Public Works Board

Administrative Secretary

Dated NOV 3 1981

81- 1112067

APPROVED:
DEPARTMENT OF GENERAL SERVICES

Chief Land Agent

72- 3873
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

ATT'Y

SECRETARY

B1 799611

72-3873
SCHEDULE A

Total fee for Title, Examination and Title Insurance $11,500.00

Amount of Insurance: $11,500.00

Date of Policy: November 10, 1971 at 8:31 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.

72-3873
SCHEDULE D

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 yet 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. An easement affecting all of said land for the purposes stated herein, and incidental purposes,
In Favor Of: Southern California Edison Company, Ltd., a corporation.
For: pole lines.

2. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes,
In Favor Of: Leonard A. Willey and Dorothy E. Willey.
For: public road and utilities to be used in common with others.
Affects: the East 20 feet.

72-3873
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 324.65 feet of the Southerly 599.21 feet of Parcel 4 of the Parcel Map No. 4267, as shown upon a Parcel Map filed in Book 7 Page 61 of Parcel Maps, in the office of the county recorder of said county.

72-3873
CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

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

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

2. 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.

4. REDISTRIBUTION OF INSURANCE; TERMINATION OF CO-INSURANCE

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 the property insured hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by the insured mortgage, shall be made full by any person or voluntary receiver of the insured mortgage and shall terminate all liability of the Company to an insured party until such mortgage be paid in full, and the Company shall not lose or destroy, in the event of loss or damage to the insured mortgage, as insured, under this policy.

5. 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 not be reduced by any amount the Company may pay under any policy insuring (a) a mortgage shown to be 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 provisions of this paragraph 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 indebtedness, provided any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of payment, and 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 and deliver to the Company such instruments and do such other acts as the Company shall require for the purpose of protecting the Company in such subrogation.

11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company by reason of the impairment of the right of subrogation.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished to 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.

72-3873
Grant Deed

W. P. MONTAMBLE and BARBARA J. MONTAMBLE, husband and wife, as joint tenants, as to an undivided one-half interest; and FRED F. STUART, a widower, who acquired title as FRED F. STUART, a married man, as to an undivided one-half interest,

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

The Northernly 324.65 feet of the Southernly 974.03 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: July 26, 1978

W. P. MONTAMBLE

BARBARA J. MONTAMBLE

FRED F. STUART

Subscribing Witness:
STATE OF CALIFORNIA
COUNTY OF

On July 28, 1978, before me, the undersigned, a Notary Public in and for the State of California, personally appeared

kathleen F. Dungan

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

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

kathleen F. Dungan

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

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

WITNESS my hand and official seal.

(Seal)

Name (Typed or Printed)
Notary Public in and for the State of California
RESOLUTION OF STATE PUBLIC WORKS BOARD
APPROVING ACQUISITION OF REAL PROPERTY
UNDER SECTION 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 "P" 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.

[Signature]
Assistant Administrative Secretary
State Public Works Board
Date: June 28, 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

Subject: TRANSFER OF JURISDICTION
Parks and Recreation
Antelope Buttes Poppy Preserve
Parcels 2918 and 2922

File No.: DBP-379

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

DATE 7/26/79

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;
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 3873
CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, bequests, distributions, devises, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes any person who, while an insured remained secured by the insured mortgage and each successor in ownership of such indebtedness (receiving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferee), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance or guaranty contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured hereunder, and (iii) the parties designated in paragraph 2 (a) of these Conditions and Stipulations.

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

(c) "insured lender": the owner of an insured mortgage.

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

(e) "knowledge": actual knowledge, not constructive knowledge, of 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 by law constituting real property, provided, however, the term "land" does not include any area excluded by Paragraph No. 6 of Part I of Schedule B of this Policy.

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

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

2. CONTINUATION OF INSURANCE AND COMPLETION 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, trustees' 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 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 B (a) (iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

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

(b) CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of the estate or interest in the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, so long as such insured remains an insured hereunder, and which may cause loss or damage for which the Company may be liable by virtue of this policy, or (ii) if such interest or the title of the insured mortgage is lost, it shall be reissue by the Company in the same manner as when the Company insures the title.

This policy shall continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY ANY DEFENDANT CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of any action in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b) The insured shall provide the Company promptly in writing (i) in the event of any action having against the insured hereunder and (ii) the notice of any claim which may be required in connection with the defense of such action.

(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 thing which may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and no appearance or appearance of the Company shall prejudice the right of any such insured under this policy unless the Company shall be prejudiced by such failure and shall come within the extent of its fees and expenses.

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

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to such proceed or provide defense in such action or proceeding, and all appearances therein, and permit the Company to use, at its option, the name of such insured for such purposes. Whenever requested by the insured, the Company shall be responsible for the expenses of the Company, at the Company's expense, all reasonable aid (i) in any such action or proceeding in which the Company is party thereto and (ii) if the Company is not a party thereto, at the option of the Company necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage and secured thereby.

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 action or proceedings and to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance as herein agreed, 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 hereon together with all costs, attorneys' fees and expenses provided, however, that the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein agreed, the Company shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company as herein agreed. Upon such offer being made by the Company, the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured mortgage, other than the option 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, provided such amount shall not include any additional principal indebtedness subsequently assumed by the Company, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss insured against, by this policy, all expenses incurred by the Company in enforcing insurance carried on by (Continued on inside back cover)
SCHEDULE A

Total fee for Title, Examination and Title Insurance: $34.94

Amount of Insurance: $11,500.00

Policy No. TUR 1-307879

Date of Policy: November 9, 1976 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 either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant become an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

Part Two:


1a. General and special county taxes for the fiscal year 1978-1979, in the amount of $89.38.


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 in book U 149 page 650, Official Records, over the East 20 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 northernly 324.65 feet of the southerly 974.03 feet of Parcel No. 1 of Parcel Map No. 4267, as shown upon a Parcel Map filed in book 7, page 61 of Parcel Maps of said county.
INDERSEMENT

Attached to Policy No. TOR 1-307879

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 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 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 of the lien of the insured mortgage 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 8 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 hereon to the Company is the entire policy and contract between the insured and the Company.

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

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

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

12. NOTICES, WHERE SENT

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

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

EXCEPTING therefrom the East one-half of said North half.

Dated: July 21, 1978

Subscribing Witness:

JAMES K. F. CHUN

FLORENCE G. S. CHUN
GRANTOR(S)

HAWAII

STATE OF CALIFORNIA

COUNTY OF HONOLULU

On July 21, 1978, before me, the undersigned, a Notary Public in and for the State of Hawaii, personally appeared

JAMES K. F. CHUN and

FLORENCE G. S. CHUN

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

WITNESS my hand and official seal.

(Seal)

Name (Typed or Printed): Hawaii Notary Public in and for the State of California First Judicial Circuit

My commission expires: 3/20/82

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

COUNTY OF

On, 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

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

WITNESS my hand and official seal.

(Seal)

Name (Typed or Printed): Hawaii Notary Public in and for the 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 2923 and 2924A - 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>2923</td>
<td>8/25/78</td>
<td>8/25/78</td>
<td>W and B Land Investments, Inc., a California Corporation dba Benton Investment Group</td>
</tr>
<tr>
<td>2924A</td>
<td>7/21/78</td>
<td>7/21/78</td>
<td>James K. F. and Florence G. S. Chun</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 29, 1978.

WITNESS my hand this 29th day of August, 1978.

78-1273957
Memorandum

Date: April 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 Buttes Poppy
         Preserve, Parcel 2924A

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
Supervising Land Agent

Receipt of this communication with enclosures mentioned is hereby
acknowledged.

DEPARTMENT OF PARKS AND RECREATION

BY  DATE 4-18-79

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

SECRETARY

72 3738
CONDITIONS AND STIPULATIONS

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, but not limited to, heirs, distributees, legatees, successors, personal representatives, next of kin, or corporative or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (re- serving, however, all rights and defenses as to such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty contract or guaranty agreement giving said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2 (a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claim 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 constructively 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 affected 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 or custom convey notice of matters relating to the land.

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

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 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 such acquisition, any amount of insurance hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

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

(ii) the amount of the unpaid principal of the indebtedness plus interest thereon, as determined under paragraph 6 (a) (iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

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

(b) CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy, in favor of an insured so long as the property is owned by the insured, directly or indirectly, or the property, or any part thereof, is held by the insured; or the property, or any part thereof, is held by any person acting under the authority, either express or implied, of the insured, directly or indirectly, or the property, or any part thereof, is held by any person acting under the authority of the insured, directly or indirectly, in the possession or control of the insured of the property, or any part thereof, under a claim of title thereto which is adverse to the insured. The Company shall grant to the insured a reasonable time to take any action as may be necessary or desirable to establish the title of the insured to the property, or any part thereof, and shall, in such case, only be liable as to such property, or any part thereof, to the extent of the liability of the 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 defend any action or proceeding to which any insured is made a party by reason of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and shall pay all judgments or Penalties 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 is disputed by such party as is not liable under this insurance policy which constitutes the basis of loss or damage, and, when appropriate, state the basis of calculation of 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, by paying the insured, the amount of liability of and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company, in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the right to purchase said indebtedness as herein provided, the owner of such indebtedness shall be obligated to sell the same to the Company upon payment therefor as herein provided.

If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall be obligated to sell the same to the Company upon payment therefor as herein provided. If the Company shall fail to tender payment to the Company, the Company shall have the option to pay and settle the claim for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall be obligated to sell the same to the Company, and the Company shall have the option to pay and settle the claim for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay.

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, exclusive of amounts advanced to protect the lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by
SCHEDULE A

Total fee for Title, Examination and Title Insurance $47.69

Amount of Insurance: $16,000.00

Policy No. TOR 1-307975

Date of Policy: November 15, 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 of 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 of 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 either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant become an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

Part Two:


1a. General and special county taxes for the fiscal year 1978-1979, in the amount of $118.28.

2. An easement for public utilities and incidental purposes, as granted to Southern California Edison Company, a corporation, in deed recorded May 1, 1947 as Instrument No. 2791 over the Westerly 5 feet of said land.

3. An easement for public street, road or highway purposes as provided in the deed recorded March 5, 1970 as Instrument No. 2280 over the Northerly 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 North one-half of the Northwest quarter of the Northwest quarter of Section 5, Township 7 North, Range 14 West, San Bernardino Base and Meridian, in the office of the County recorder of said county.

EXCEPT therefrom the East one-half of said North half.
INDORSEMENT

Attached to Policy No. TOR 1-307975

issued by

First American Title Insurance Company

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

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

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

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

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

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

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

First American Title Insurance Company

BY

[Signature]

PRESIDENT

BY

[Signature]

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 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 insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 3 hereof, shall 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 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 so 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 therefor prior to the payment in full to and by the Company. Payment in full shall be deemed to and and to 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 released 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 as the insured claimant would have against any person or property in respect to such claim, and such action 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 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.