1 2 3 4 5 6 7 8	CHRISTI HOGIN, State Bar No. 138649 City Attorney, City of Palos Verdes Estates TARQUIN PREZIOSI, State Bar No. 198014 JENKINS & HOGIN, LLP Manhattan Towers 1230 Rosecrans Avenue, Suite 110 Manhattan Beach, California 90266 Telephone: (310) 643-8448 Facsimile: (310) 643-8441 Email: CHogin@LocalGovLaw.com  Attorneys for Defendant/Respondent City of Palos Verdes Estates  SUPERIOR COURT OF TH	Exempt from fees pursuant to Government Code § 6103  E STATE OF CALIFORNIA				
9	COUNTY OF LOS ANGELES—CENTRAL DISTRICT					
10						
11	CITIZENS FOR ENFORCEMENT OF	CASE NO. BS142768				
12	PARKLAND COVENANTS, an unincorporated association; JOHN	CITY'S VOLUME OF EVIDENCE IN				
13	HARBISON, an individual	SUPPORT OF CITY'S CROSS-MOTION FOR SUMMARY JUDGMENT, OR IN				
14	Plaintiffs and Petitioners,	THE ALTERNATIVE, SUMMÁRY ADJUDICATION				
15	v.	[Filed concurrently with Notice of Motion;				
16 17	CITY OF PALOS VERDES ESTATES, a municipal corporation; PALOS VERDES HOMES ASSOCIATION, a California corporation,	Memorandum of Points and Authorities; Separate Statement of Undisputed Material Facts; and Declaration of Vickie Kroneberger]				
18	Defendants and Respondents,					
19		Date: May 29, 2015				
20		Time: 9:30 a.m. Dept.: 12				
21		Hon. Barbara A. Meiers				
22		Petition and Complaint Filed: May 13, 2013				
23	ROBERT LUGLIANI and DOLORES A.	, , , , , , , , , , , , , , , , , , ,				
24	LUGLIANI, as co-trustees of THE LUGLIANI TRUST; THOMAS J. LIEB,					
25	TRUSTEE, THE VIA PANORAMA TRUST U/DO MAY 2, 2012 and DOES 1 through					
26	20, Defendants and Real Parties in					
27	Interest.					
28		I				

CITY'S VOLUME OF EVIDENCE

1	Defendants/Respondents, City of Palos Verdes Estates, hereby submits the following					
2	Volume of Evidence pursuant to California Code of Civil Procedure § 437(b) and California					
3	Rules of Court, Rule 3.1350(h) in support of its Motion for Summary Judgment.					
4						
5						
6	DATED: March 13, 2015  Respectfully submitted,  JENKINS & HOGIN, LLP					
7	By: // . / - !:					
8	ATT TO					
9	Tarquin Preziosi / Autorneys for Respondents City of Palos					
10	Attorneys 'for Respondents City of Palos Verdes Estates					
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#### **Table of Contents**

## 1. Declaration of Vickie Kroneberger

- Exhibit A Deed from the Palos Verdes Homes Association to the City of Palos Verdes Estates conveying, *inter alia*, Lot A of Tract 7540, dated June 14, 1940.
- Exhibit B Deed from the Palos Verdes Home Association to the City of Palos Verdes

  Estates conveying, *inter alia*, Lot A of Tract 8652, dated June 14, 1940.
- Exhibit C Quitclaim Deed of the City of Palos Verdes to the Palos Verdes Homes
  Associated dated August 8, 2012.
- Exhibit D Palos Verdes Estates Resolution #12, dated June 24, 1940.

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PALOS VERDES HOMES ASSOCIATION, a California corporation, in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt of which is bereby acknowledged, does hereby GRANT TO

the CITY OF PALOS VERDES ASTATES.

a municipal corporation of the sixth class of the State of California, its successors and assigns, that certain real property in the County of Los Angeles, State of California, hereinafter referred to as "said realty", described as follows:

Item 1. Lots A, B, C, D, E, F, G, H, I, J, K, L and M of Tract 6882, as per map recorded in Book 76, pages 20 and 21, of Maps, records of said Los Angeles County.

Item 2. (a) Lot A of Tract 6884, as per map re-corded in Book 82, pages 68 to 71 inclusive, of Maps, records of said Los Angeles County, except that portion thereof described as follows:

Beginning at a point in the most Westerly line of said Lot A which is North 20° 01' 16" West thereon 43 feet from the Southerly line of said lot; thence North 64°44'49" East 226.12 feet, more or less, to a point on the Northerly line of said lot; thence along said Northerly line in a generally Westerly direction to the Northwesterly corner of said lot; thence along the said most Westerly line of said lot in a generally Southerly direction, 3.21 feet and 22.20 feet, more or less, to the point of beginning, enclosing an area of 0.13 acre, more or less.

(b) Lots B. C. D. E. G. H and I of said

Tract 6884.

Item 3. (a) Lot H of Tract 6885. as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of said Los Angeles County, except that portion thereof lying between the Northerly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6885, and a line drawn from the Easterly line of Lot 1 in Block 1813 of said tract in a generally Easterly direction and parallel to the straight section of said Northerly line of Granvia La Costa and 10 feet Nor-

therly therefrom, enclosing an area of 0,072 acre, more or less.

(b) Lots K, L, M, O, P, Q, R, T, U, W and X of said Tract 6885.

Item 4. (a) Lots E, F, G and K of Tract 6886, as per map recorded in Book 83, pages 77 to 80 inclusive, of Maps, records of said Los Angeles County.

(b) Lots H and W of said Tract 6886, except those portions thereof lying between the Southerly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6885, and a line drawn parallel thereto and 34 feet Southerly therefrom, extending from the Northeasterly line of said Lot H to the Southwesterly line of said Lot W, enclosing an area of 0.271 acre, more or less; and also except those portions of said Lots H and W described as follows:

Beginning at a point in said line drawn parallel to the Scutherly line of Granvia La Costa and 34 feet Scutherly therefrom, said point being distant 79.04 feet in a Scuthwesterly direction from the Northeasterly line of said Lot H (a radial line to said point, of the curve in said parallel line, having a bearing of South 26°07'53" East); thence North 83°16'10" East 87.06 feet, more or less, to a point in the Northeasterly line of said Lot W; thence along the Northeasterly lines of said Lots W and H to the intersection of said parallel line with the Northeasterly line of said Lot H; thence along said parallel line in a Scuthwesterly direction to the point of beginning, enclosing an area of 0.023 acre, more or less.

(c) That portion of Lot J of said Tract 6885, lying Southwesterly from a straight line drawn from the most Southerly corner of Lot D of said tract to the Northeasterly corner of Lot 8 in Block 1436 of Tract 6884, as per map recorded in Book 82, pages 68 to 71 inclusive, of Maps, records of said Los Angeles County, enclosing an area of 0.30 acre, more or less.

(d) That portion of Lot M of said Tract 6886. described as follows:

Commencing at a point in the most Westerly
line of Lot A of Tract 6884, as per map recorded in
Book 82, pages 68 to 71 inclusive, of Maps, records
of said Los Angeles County, which point is North 20°01'16"West
thereon 43 feet from the Southerly line of said Lot A;
thence North 64°44'49" East 226.12 feet, more or less,
to a point on the Southerly line of said Lot M, which
point is the true point of beginning of this description; thence North 86°15'53" East 169.73 feet to a
point in said Lot M which is distant 34 feet Southerly,
measured at right angles, from the line of Granvia
La Costa (now known as Palos Verdes Drive West) as
said line is shown on said map of Tract 6886; thence
in a generally Easterly direction along a line drawn

parallel to and distant 34 feet Southerly from said line of Granvia La Costa to a point in the Easterly line of said Lot M; thence along the Easterly and Southerly lines of said Lot M to the point of beginning, enclosing an area of 0.25 acre, more or less.

(e) Lots N and 0 of said Tract 6886. except that portion of said Lot N lying between the Southerly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6886, and a line drawn parallel thereto and 34 feet Southerly therefrom, extending from the Westerly line of said Lot N to the Easterly line thereof, enclosing an area of 0.039 acre, more or less; and also except those portions of said Lots N and 0 described as follows:

Beginning at the intersection of said parallel line with the Westerly line of said Lot N; thence South 30°81'10" East along said Westerly line and the Westerly line of said Lot 0, 51.54 fest; thence North 62°48'04" East 305.12 feet to a point in said Lot 0; thence North 60°28'18" East 252.22 feet, more or less, to a point on the Northerly line of said Lot 0; thence North 60°28'18" East 81.79 feet, more or less, to a point on said parallel line; thence along said parallel line in a generally Westerly direction to the point of beginning, enclosing an area of 0.36 acfe, more or less.

(f) Lot P of said Tract 8886, except that portion thereof lying Westerly from a line drawn parallel to the Easterly line of Granvia La Costa (now known as Palos Verdes Drive West) as said line is shown on said map of Tract 6886, and distant 40 feet Easterly therefrom, comprising an area of 0.388 acre. more or less.

Item 5. (a) Lot A of Tract 7540, as per map recorded in Book 104, pages 56 to 59 inclusive, of Maps, records of said Los Angeles County, except those portions thereof described as follows:

- (1) Beginning at the Southeasterly corner of Lot 14 in Block 1730 of said tract; thence South 14.09'40" West along the Easterly line of said Lot A. 64 feet to a point in said Easterly line; thence North 76'25'15" West 136.71 feet, more or less, to a point on the Southerly prolongation of the Westerly line of said Lot 14; thence North 19'15'55" West along the said Southerly prolongation, 45 feet to the Southwesterly corner of said Lot 14; thence South 85'35'10" East along the Southerly line of said Lot 14, 163.84 feet to the point of beginning, enclosing an area of 0.178 acre, more or less.
- (2) Commencing at the Westerly terminus of that certain course in the Northerly boundary of said Lot A, having a length of 420.89 feet and a bearing of North 83°00'36" East, as shown on said map of said tract; thence South 57°33'26" West 81.57 feet to the true point of beginning of this description; thence South 19°52'15"

East 90 feet; thence South 70°07'45" West 50 feet; thence North 19°52'16" West 90 feet; thence North 70°07'45" East 50 feet to the point of beginning, enclosing an area of 0.103 acre, more or less.

(3) Commencing at the Westerly terminus of that certain course in the Northerly boundary of said Lot A, having a length of 350.15 feet and a bearing of South 79°27'53" East, as shown on said map of said tract; thence South 03°06'02" East 12.15 feet to the true point of beginning of this description; thence true point of beginning of this description; thence true point 19°31'53" East 60 feet; thence South 70°28'07" South 19°31'53" West 60 feet; West 40 feet; thence North 19°31'53" West 60 feet; thence North 70°28'07" East 40 feet to the point of beginning, enclosing an area of 0.055 acre, more or less.

(4) Commencing at the Northwesterly terminus of that certain course in the Southwesterly boundary of said Lot A, having a length of 230.08 feat and a bearing of North 24°06'51" West, as shown on said map of said tract; thence North 76°03'03" East 45.85 feet to the true point of beginning of this description; thence North 54°41'20" West 50 feet; thence North 35° thence North 54°41'20" East 19'40" Hast 100 feet; thence South 35°29'40" West 100 feet to the point of beginning, enclosing an area of 0.115 acre, more or less.

(b)(1) An easement, heretofore reserved to the Grantor herein by dead recorded in Book 10326, page 258, of Official Records of said Los Angeles County, for a storm-of Official Records of said Los Angeles County, for a stormwater drain ditch, approximately twenty (20) feet in width, water drain ditch, approximately twenty (20) feet in width, through the portion of said Lot A of Tract 7540 described as through the portion of an all lot A North of a certain Item 5 (a)(1) above, and lying to the North of a certain Item 5 (a)(1) above, and lying to the North of a certain in said recorded deed, between said last-mentioned easement in said recorded deed, between sa

(2) An easement, heretofore reserved to the Grantor herein, for a storm drain over and across that portion of said Lot A of Tract 7540 described as Item 5 (a)(2)

(c) Lot B of said Tract 7540, except that portion thereof described as follows:

Beginning at the Southeasterly corner of Lot 14 in Block 1730 of said tract; thence North 09°00'00" East along the Easterly line of Lots 14 and 15 in said Block 1730, 180 feet to the most Easterly corner of said Lot 15, said corner being a point erly corner of said Lot 15, said corner being a point in the Southerly right-of-way line of Via Campesina; in the Southerly right-of-way line of Via Campesina; thence South 44°00'00" East along said right-of-way thence South 40°00'00" East along said right-of-way line, 10 feet to the beginning ofta curve concave to line, 10 feet to the beginning of 309.17 feet;

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thence Southeasterly along said curve, and continuing along said right-of-way line, 25 feet to a point therein (a radial line to said curve at said point bears North 41°22°01" East); thence South 06°49°20" West 222 feet; thence South 83°44°01" West 44.29 feet, more or less, to a point in the Westerly line of said Lot B; thence North 14°09°40" East along said Westerly line, 64 feet to the point of beginning, enclosing an area of 0.164 acre, more or less. acre, more or less.

(d) An easement, heretofore reserved to the Grantor herein by deed recorded in Book 10326, page 268, of Official Records of said Los Angeles County, for a storm-water drain ditch, approximately twenty (20) feet in width, through the portion of said Lot B of Tract 7540 described as Itsm 5 (c) above, being in and over that portion of said Lot B described as follows:

Beginning at a point in the Westerly line of said portion of Lot B. distant 43.50 feet Northeasterly from the Southwesterly corner of said portion of Lot B; thence Easterly, intersecting the Easterly line of said portion of Lot B at a point distant 37.8 feet Northeasterly from the Southeasterly corner of said portion of Lot B; thence North 06°49'20" East along the Easterly line of said portion of Lot B, 20.50 feet; thence Westerly in a straight line to the Southeasterly corner of Lot 14 in Block 1730 of said tract; thence South 14°09'40" West along the Westerly line of said portion of Lot B, 20.5 feet, more or less, to the point of beginning. more or less, to the point of beginning.

(e) Lot E of said Tract 7540, except that portion thereof described as follows:

Beginning at the Northwesterly corner of Lot 1 in Block 1630 of Tract 7142, as per map recorded in Book 62, pages 63 and 64, of Maps, records of said Los Angeles County; thence North 45°16'36" East along the Northwesterly boundary of said Lot 1, 213.70 feet to the most Northerly corner thereof; thence South 60°37'10" West 123.53 feet to a point in said Lot E; thence South 26°16'40" West 100.02 feet, more or loss, to the point of beginning, enclosing an area of 0.08 acre, more or less.

Item 6. Lot B of Tract 10561, as per map recorded in Book 161, pages 9 and 10, of Maps, records of said Loa Angeles County.

Item 7. Lots A. B. C. D and E of Tract 10624. as per map recorded in Book 163, pages 7 to 9 inclusive, of Maps, records of said Los Angeles County.

Excepting and reserving therefrom any and all streets, alleys, walks, roads and/or highways abutting or adjoining said realty and all land within or under same, and the easements and rights-of-way hereinafter referred to. It is the express intention of the parties hereto that title to all land under or within all streets, alleys, walks, roads and/or highways abutting or adjoining said realty in

reserved unto the Grantor herein, its successors and assigns. and the Grantse herein acquires no interest therein by virtue of this deed.

This conveyance is made and accepted and said realty is hereby granted, subject to State and County taxes now a lien and now due and/or delinquent and to any and all rights and easements of record, but without warranty on the part of the Grantor herein of any kind or character, either express or implied, as to any matters not contained or referred to herein; and upon and subject to each of the following provisions, conditions, restrictions and covenants, to-wit:

1. The express condition that the Grantor herein is not responsible or liable, in any way, for any inducement, representation, agreement, condition or stipulation not set forth herein, or in deeds of record heretofore conveying said realty and rights and easements applicable thereto, or in the Declarations of Restrictions hereinafter mentioned.

Declarations of Restrictions hereinafter mentioned.

2. Each and every provision, condition, restriction, reservation, lien, charge, easement and covenant contained in the Declaration of Establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as owner, recorded in Book 2360, page 231 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 3 thereto (executed by Bank of America, successor in interest to said Commonwealth Trust Company), recorded in Book 2940, page 27 and in Book 4019, page 274, respectively, of said Official Records; and in Declaration No. 2, recorded in Book 2968, page 290, in Declaration No. 4, recorded in Book 2968, page 248, in Declaration No. 6, recorded in Book 2863, page 364, in Declaration No. 6, recorded in Book 2879, page 114, and in Declaration No. 12, recorded in Book 4903, page 175 of said Official Records (said Declarations having been executed by said Bank of America); and in Declaration No. 27 (executed by Bank of Italy National Trust and Savings Association, successor in interest to said Bank of America), recorded in Book 2919, page 281 of said Official Records; and in Amendment No. 3 to said Declarations Nos. 2, 4, 5 and 6, recorded in Book 4019, page 274, and in Amendment No. 6 to said Declarations and in Book 5563, page 28 of said Official Records (said Amendment No. 6 to said Declarations); and in Book 5563, page 285 of said Official Records, executed by said Bank of America to Grantor herein and recorded in Book 3400, page 279 and in Book 7372, page 276 and in Book 9357, page 250 of said Official Records, and executed by Bank of America National Trust and Savings Association to Grantor herein and recorded in Book 11605, page 164 and in Book 13900, page 308 of said Official Records, whereby there was estab-

lished a general plan for the improvement and development of said realty and other property described and/or referred to in said Declarations of Restrictions, and provisions, conditions, restrictions, reservations, liens, charges, easements and covenants were fixed, including the establishment, maintenance and operation of Palos Verdes Homes Association, a California corporation, and of the Art Jury as therein provided, subject to which said property and/or all parcels thereof should be sold and conveyed and all of said provisions, conditions, restrictions, reservations, liens, charges, easements and covenants are hereby made a part of this conveyance and expressly imposed upon said realty as fully and completely as if herein set forth in full.

3. That, except as hereinafter provided, said realty is to be used and administered forever for park and/or recreation purposes only (any provisions of the Declarations of Restrictions above referred to, or of any amendments thereto, or of any prior conveyances of said realty, or of any laws or ordinances of any public body applicable thereto, to the contrary notwithstanding), for the benefit of the (1) residents and (2) non-resident property owners within the boundaries of the property heretofore commonly known as "Palos Verdes Estates" ( that is to say, within the boundaries of the Grantee municipality, of Tracts 6881 and 9302 of said los Angeles County, and of any other property that may be under the jurisdiction of said Falos Verdes Homes Association), under such regulations consistent with the other conditions set forth in this deed as may from time to time hereafter be established by said municipality or other body suitably constituted by law to take, hold, maintain and regulate public parks, for the purpose of safeguarding said realty and any vegetation and/or improvements thereon from damage or deterioration, and for the further purpose of protecting the residents of said Palos Verdes Estates from any uses of or conditions in or upon said realty which are, or may be, detrimental to the smenities of the neighborhood; provided.

(a) That any portion of said realty, title to which is acquired by the United States of America, the State of California, or by any public authority, and which is used for governmental purposes, may with the written approval of the owner of the reversionary rights

provided for herein, and the Art Jury, be specifically exempted from this provision requiring exclusive use thereof for park and/or recreation purposes.

- (b) That the easement is specifically reserved to Palos Verdes Homes Association and its successors in interest to establish and maintain such reasonable number of water mains and other public utilities as to it may seem advisable in and o yer said realty in a manner not inconsistent with the purposes for which said realty is hereby conveyed.
- (c) That rights-of-way for road purposes are reserved upon and across Item 5 (a) of said realty to provide access to certain streets from properties of the Falos Verdes Water Co., as follows: (1) to Via Pinale from "Pump House No. 5" whose location is described in paragraph (2) under said Item 5 (a); to Via Ramon or Via Campesina from "Main Pressure Break" whose location is described in paragraph (3) under said Item 5 (a); and (3) to Lot H of Tract 7142, as per map recorded in Book 82, pages 83 and 84, of Maps, records of said Los Angeles County, over which lot a further right-of-way continues to Via Rincon, from "No. 5 Reservoir" whose location is described in paragraph (4) under said Item 5 (a).
- (d) (1) That a non-exclusive easement is reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of one line of poles with the usual appurtenances, to be used for conveying electric energy, in and over said Lots P and Q of Tract 6885, as per deed dated February 6, 1925 from Grantor herein to Southern California Edison Co.
- (2) That non-exclusive easements are reserved to Southern California Edison Co., Ltd. for the use, maintenance and replacement of an underground conduit system, to be used for conveying electric energy, in and over said Lot Q of Tract 6885 and said Lot A of Tract 7540, as per deed dated June 10, 1927 from Grantor herein to said Edison Co.; and also in and over said Lots B and E of Tract 7540, as per deed dated September 7, 1932 from Grantor herein to said Edison Co.
- (3) That non-exclusive easements are reserved to Associated Telephone Co., Ltd. for the use, maintenance and replacement of an underground telephone conduit system, in and over said Lot Q of Tract 6885, said Lots A, B and E of Tract 7540 and said Lot A of Tract 10624, as per deed dated October 3, 1929 from Grantor herein to said Telephone Co.; and also in and over said Lot B of Tract 7540 as per deed dated September 7, 1932 from Grantor herein to said Telephone Co.

- 4. That, except as provided above, no buildings, structures or concessions shall be erected, maintained or permitted upon said realty, except such as are properly incidental to the convenient and/or proper use of said realty for park and/or recreation purposes.
- 5. That, except as provided in paragraph 3 hereof, said realty shall not be sold or conveyed, in whole or in part, by the Grantse herein except subject to the conditions, restrictions and reservations set forth and/or referred to herein and except to a body suitably constituted by law to take, hold, maintain and regulate public parks; provided, that portions of said realty may be dedicated to the public for parkway and/or street purposes.
- 6. That said municipality or other body having jurisdiction may, by and with the written approval of Palos Verdes Art Jury first obtained, permit the owner of a lot abutting on said realty to construct and/or maintain paths, steps and/or other landscape improvements, as a means of egress from and ingress to said lot or for the improvement of views therefrom, in such a manner and for such length of time and under such rules and regulations as will not, in the opinion of said municipality or other body and of Palos Verdes Art Jury, impair or interfere with the use and maintenance of said realty for park and/or recreation purposes, as hereinbefore set forth.
- 7. That none of the conditions, restrictions, covenants and reservations set forth in paragraphs 3 to 8, inclusive, hereof may be changed or modified by the procedure established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Restrictions, and in that certain section, entitled "Modification of Restrictions", of Declarations Nos. 2, 4, 5, 6, 12 and 27 of Establishment of Local Protective Restrictions hereinabove referred to.

PROVIDED, that a breach of any of the provisions, conditions, restrictions, reservations, liens, charges and covenants set forth in paragraphs 2 to 7, inclusive, hereof shall cause said realty to revert to the Grantor herein, or its successor in interest, as owner of the reversionary rights herein provided for, and the disincorporation of the Grantee herein as a municipality or the dissolution of said body referred to in paragraph 5 hereof (in the event of the transfer of any of said realty thereto) shall in like manner cause said realty to revert to the Grantor herein or its successor in interest, and the owner of such reversionary rights shall have the right of immediate reentry upon said realty in the event of any such breach and in the event of such disincorporation or dissolution, and, as to each lot and/or percel owner of said property or other property described and/or referred to in said Declarations of Restrictions, the said provisions, conditions, restrictions, reservations, liens, charges and covenants shall be covenants running with the land, and the breach of any thereof or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the Grantor herein or its successors in interest, or by such other lot or parcel owner, and/or by any other person or corporation designated in said Declarations of Restrictions.

PROVIDED, ALSO, that by the acceptance of this conveyance the Grantee agrees with the Grantor that the reservations, provisions, conditions, restrictions, liens, charges and covenants herein set forth or mentioned are a part of the general plan for the improvement and development of the property described and/or referred to in said Declarations of Restrictions, and are for the benefit of all of said property as described and/or referred to and each owner of any land therein, and shall inurs to and pass with said property and each and every parcel of land therein, and shall apply to and bind the respective successors in interest of the parties hereto, and are, and each thereof is, imposed upon said realty as a servitude in favor of said property and each and every parcel of land therein as the dominant tenement or tenements.

IN WITNESS WHEREOF, PALOS VERDES HOMES ASSOCIATION has caused this deed to be duly executed, by its officers thereunto duly authorized, this in day of June, 1940.

PALOS VERDES HOMES ASSOCIATION

The Park and Recreation Board of Palos Verdes Homes Association hereby expressly approves and consents to the execution of the foregoing deed.

Prosident

Sooretary York

STATE OF CALIFORNIA COUNTY OF LOS ANGELES )

1940, before me, Lillian Throne, On this / 4 day of a Notary Public in and for said County, personally appeared Hirth B. Bray, known to me to be the President, and Everett M. York, known to me to be the Secretary, of Palos Verdes Homes Association, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corpora-

tion therein named, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal.

otary Public in and for County of Los Angeles. State of California

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PALOS VERDES HOMES ASSOCIATION, a California corporation, in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby GRANT TO

# the CITY OF PALOS VERDES ESTATES,

a municipal corporation of the sixth class of the State of California, its successors and assigns, that certain real property in the County of Los Angeles, State of California, hereinafter referred to as "said realty", described as follows:

Item 1. Lot H of Tract 7142, as per map recorded in Book 82, pages 83 and 84 of Maps, records of said Los Angeles County.

Item 2. Lot C of Tract 7330, as per map recorded in Book 90, pages 37 to 39 inclusive, of Haps, records of said Los Angeles County.

Item 3. Lots A, C and D of Tract 7333, as per map recorded in Book 113, pages 72 to 75 inclusive, of Maps, records of said Los Angeles County.

Item 4. (a) Lots A. D. E and F of Tract 7334. as per map recorded in Book 130, pages 12 to 16 inclusive, of .aps. records of said los Angeles County.

(b) Lot B of said Tract 7534, except that portion thereof described as follows (the basis of bearings is worth 43°38'00" West, being the bearing of the Jouthwesterly line of Lot 6 of Block 7 of said tract):

That portion of said Lot B of Tract 7334 which is included within a circle having a radius of 40 feet, the center point of said circle bearing North 63° 43' 40° West 181.76 feet from the most Coutherly corner of said Lot 6; enclosing an area of 0.115 acre, more or less.

Item 5. Lots B, C, H and J of Tract 7538, as per map recorded in Book 148, pages 64 to 69 inclusive, of Maps, records of said Los Angeles County.

Item 6. Lots A. D. E. F. C and H of Tract 8043, as per map recorded in Book 142, pages 78 to 82 inclusive, of Mans, records of said Los Angeles County.

Itam 7. (a) Lots B and D of Tract 8652, as per map recorded in Book 135, pages 85 to 87 inclusive, of Maps, records of said Los Angeles County.

(b) Lot A of said Tract 8652, except those portions thereof described as follows:

(1) Beginning at the most lesterly corner of Lot 11 of Block 1733 of said tract; thence worth 17°00'00" East along the lesterly line thereof, 75 feet; thence North 51°00'00" East along the Northwesterly line thereof, 175 feet to the most Northerly corner thereof; thence of, 175 feet to the most Northerly corner thereof; thence lest 130 feet; thence South 59°00'00" lest 50.5 feet; thence South 02°01'45" lest 153.12 feet, more or less, to a point in the Southerly line of said Lot A and in the Northerly line of Via Panorama, as shown on said map of said tract, being a point in a curve concave to the lest and having a radius of 65 feet; thence Easterly along said curve a distance of 21 feet to the point of beginning, enclosing an area of 0.306 acre, more or less.

(2) Beginning at the Northerly corner of Lot 6 of Block 1732 of said tract; thence along the worthwesterly prolongation of the Northeasterly line of said Lot 6, North 42°13'30" West 70 feet; thence South 47°46'30" West 68 feet; thence South 13°59'40" West 148.80 feet, more or less, to the Westerly corner of said Lot 6; thence along the Worthwesterly line thereof North 43°58'25" East 192.11 feet to the point of beginning, enclosing an area of 0.219 acre, more or less.

Item 8. Lot 1 of Block 1 of Tract 10716. as per map recorded in Book 169. pages 40 and 41 of Maps, records of said Los Angeles County.

Alleys, walks, roads and/or highways abutting or adjoining said realty and all lend within or under same, and the easements and rights-of-way hereinafter referred to. It is the express intention of the parties hereto that title to all land under or within all streets, alleys, walks, roads and/or highways abutting or adjoining said realty is reserved unto the Grantor herein, its successors and assigns, and the Grantee herein acquires no interest therein by virtue of this deed.

This conveyance is made and accepted and said realty is hereby granted, subject to State and County taxes now a lien and now due and/or delinquent and to any and all rights and easements of record, but without warranty on the part of the Grantor herein of

any kind or character, either express or implied, as to any matters not contained or referred to herein; and upon and subject to each of the following provisions, conditions, restrictions and covenants, to-wit:

1. The express condition that the Grantor herein is not responsible or liable, in any way, for any inducement, representation, agreement, condition or stipulation not set forth herein, or in deeds of record heretofore conveying said realty and rights and easements applicable thereto, or in the Declarations of Restrictions hereinafter mentioned.

and rights and easements applicable thereto, or in the Declarations of Restrictions hereinafter mentioned.

2. Sach and every provision, condition, restriction, reservation, lien, charge, easement and covenant contained in the Declaration of Establishment of Basic Protective Restrictions executed by Commonwealth Trust Company, as owner, recorded in Book 2360, page 231 of Official Records of said Los Angeles in Hook 2360, page 231 of Official Records of said Los Angeles County, and Amendments Nos. 1 and 3 thereto (executed by Bank of America, successor in interest to said Commonwealth Trust of America, successor in interest to said Commonwealth Trust of America, each of the Book 2940, page 27 and in Book 4019, page Company), recorded in Book 2966, page 246 pheclaration 10. 20, re-No. 4. recorded in Book 2966, page 246 pheclaration No. 23, recorded in Book 5190, page 30. in Declaration No. 24, recorded in Book of In Book 5190, page 30. in Declaration No. 24, recorded in Book of In Book 5190, page 30. in Declaration No. 24, recorded in Book 652, 7186, page 349, and in Declaration No. 24, recorded in Book 652, recorded by said Benk of America; and in Amendment No. 5 to said Official Records (said Declarations having been page 86. of said Official Records; and in Row 4019, page 274, said Declarations No. 25, recorded in Book 5533, page 28. of said Official Records (said Amendments Book 5533, page 28. of said Official Records; and in Amendment No. 55 to said Declaration No. 25, executed by in Amendment No. 55 to said Declaration No. 25, executed by in Amendment No. 55 to said Declaration No. 25, executed by and official Records; and in Amendment No. 56 to said Declaration No. 26, executed by in Amendment No. 56 to said Official Records; and in Amendment No. 56 to said Official Records; and in Amendment No. 56 to said Official Records; and in Amendment No. 56 to said Official Records; and in Amendment No. 56 to said Official Records; and in Amendment No. 56 to said Official Records; and in Amendment No. 56 to said Off

3. That, except as hereinefter provided, said realty is to be used and administered forever for park and/or recreation purposes only (any provisions of the Declarations of Restrictions above referred to, or of any amendments thereto, or of any prior conveyances of said realty, or of any laws or ordinances of any public body applicable thereto, to the contrary notwithstanding), for the benefit of the (1) residents and (2) non-resident property owners within the boundaries of the property heretofore commonly known as "Palos Verdes Estates" (that is to say, within the boundaries of the Grantee municipality, of Tracts 6881 and 9302 of said Los Angeles County, and of any other property that may be under the jurisdiction of said Falos Verdes Homes Association), under such regulations consistent with the other conditions set forth in this deed as may from time to time hereafter be established by said municipality or other body sulfatbly constituted by law to take, hold, maintain and regulate public parks, for the purpose of safeguarding said realty and any vegetation and/or improvements thereon from damage or deterioration, and for the further purpose of protecting the residents of said ralos Verdes Estates from any uses of or conditions in or upon said realty which are, or may be, detrimental to the smenities of the neighborhood; provided,

- (a) That any portion of said realty, title to which is acquired by the United States of America, the State of California, or by any public authority, and which is used for governmental purposes, may with the written approval of the owner of the reversionary rights provided for herein, and the Art Jury, be specifically exempted from this provision requiring exclusive use thereof for park and/or recreation purposes.
- (b) That the easement is specifically reserved to Palos Verdes Homes Association and its successors in interest to establish and maintain such reasonable number of water mains and other public utilities as to it may seem advisable in and over said realty in a manner not inconsistent with the purposes for which said realty is hereby conveyed, except that under the terms of this easement Bank of America National Trust and Savings Association shall be allowed, without further approval, to establish and maintain such utilities in and over said realty as an incident of the development of neighboring property.
- (c) That rights-of-way for road purposes are reserved upon and across said Lot H of Tract 7142 to provide access to Via Rincon from "No. 5 Reservoir" of the Palos Verdes Rater Co. located to the northward of said Lot H; and upon and across said Lot B of Tract 7534 to provide access to Via Zurita from "No. 6 Reservoir" of said Water Co. whose location is described in the exception under Item 4 (b) of said realty.
- (d)(1) That a non-exclusive casement is reserved to Southern California Edison Co.. Ltd. for the use, maintenance and replacement of one line of poles with the usual appurtenances, to be used for conveying elec-

tric energy, in and over said Lot C of Tract 7330, as per deed dated February 16, 1925 from Grantor herein to said Edison Co.

- (2) That a non-exclusive easement is reserved to Southern California Edison Co., Ltd. for the use, maintenance and feplacement of an underground conduit system, to be used for conveying electric energy, in and over said Lot C of Tract 7330, as per deed dated June 10, 1927 from Grantor herein to said Edison Co.
- (3) That a non-exclusive easement is reserved to Associated Telephone Co., Ltd. for the use, maintenance and replacement of an underground telephone conduit system, in and over said Lot C of Tract 7330, as per deed dated October 3, 1929 from Grantor herein to said Telephone Co.
- 4. That, except as provided above, no buildings, structures or concessions shall be erected, maintained or permitted upon said realty, except such as are properly incidental to the convenient and/or proper use of said realty for park and/or recreation purposes.
- 5. That, except as provided in paragraph 3 hereof, said realty shall not be sold or conveyed, in whole or in part, by the Grantee herein except subject to the conditions, restrictions and reservations set forth and/or feferred to herein and except to a body suitably constituted by law to take, hold, maintain and regulate public parks; provided, that portions of said realty may be dedicated to the public for parkway and/or street purposes.
- 6. That said municipality or other body having jurisdiction may, by and with the written approval of Palos Verdes Art Jury first obtained, permit the owner of a lot abutting on said realty to construct and/or maintain paths, steps and/or other landscape improvements, as a means of egress from and ingress to said lot or for the improvement of views therefrom, in such a manner and for such length of time and under such rules and regulations as will not, in the opinion of eaid municipality or other body and of Palos Verdes Art Jury, impair or interfere with the use and maintenance of said realty for park and/or recreation purposes, as hereinbefore set forth.
- 7. That none of the conditions, restrictions, covenants and reservations set forth in paragraphs 3 to 6, inclusive, hereof may be changed or modified by the procedure established in Section 3 of Article VI of said Declaration of Establishment of Basic Protective Restrictions, in Section 9 of said Declarations Noe. 4, 20, 23 and 24 of Establishment of Local Protective Restrictions, and in Section 10 of said Declaration No. 25 of Establishment of Local Protective Restrictions.

PROVIDED, that a breach of any of the provisions, conditions, restrictions, reservations, liens, charges and covements set forth in paragraphs 2 to 7, inclusive, hereof shall cause said realty to revert to the Grantor herein, or its successor in interest, as owner of the reversionary rights herein provided for, and the disincorporation of

the Grantee herein as a municipality or the dissolution of said body referred to in paragraph 5 hereof (in the event of the transfer of any of said realty thereto) shall in like manner cause said realty to revert to the Grantor herein or its successor in interest, and the owner of such reversionary rights shall have the right of immediate reentry upon said realty in the event of any such breach and in the event of such disincorporation or dissolution, and, as to each lot and/or parcel owner of said property or other property described and/or referred to in said Declarations of Restrictions, the said provisions, conditions, restrictions, reservations, liens, charges and covenants shall be covenants running with the land, and the breach of any thereof or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the Grantor herein or its successors in interest, or by such other lot or parcel owner, and/or by any other person or corporation designated in said Declarations of Restrictions.

PROVIDED, ALSO, that by the acceptance of this conveyance the Grantee agrees with the Grantor that the reservations, provisions, conditions, restrictions, liens, charges and covenants herein set forth or mentioned are a part of the general plan for the improvement and development of the property described and/or referred to in said beclarations of Restrictions, and are for the benefit of all of said property as described and/or referred to and each owner of any land therein, and shall inure to and pass with said property and each and every parcel of land therein, and shall apply to and bind the respective successors in interest of the parties hereto, and are, and each thereof is, imposed upon said realty as a servitude in favor of said property and each and every parcel of land therein as the dominant tenement or tenements.

IN WITNESS WHEREOF. PALOS VERDES HOMES ASSOCIATION has caused this deed to be duly executed, by its officers thereunto duly authorized, this 19 May of June, 1940.

PALOS VERDES HOLDS ASSOCIATION

Frencht zu. York

Vice E. Frittindergo

The Park and Recreation Board of Palos Verdes Homes Association hereby expressly approves and consents to the execution of the foregoing deed.

Nauman looke

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STATE OF CALIFORNIA BES

witness my hand and official seal.

Hotary Public in and for the County of Los Angeles, State of California

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RECODEING RECUESTED BY FRIST AVERSIAN TITE TUMPANN HATIONAL HOVEOUND SENGLES BUBDINGION DEPAREMENT

# RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Palos Verdes Homes Association 320 Palos Verdes Drive West Palos Verdes Estates, CA 90274 4132274-50

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 1545-002-900

DOCUMENTARY TRANSFER TAX

Computed on the consideration of value of properly conveyed; OR
Computed on the consideration or patie less tiens or encumbrances regaining adjunct of said.

encumbrances remaining address of said.

Fig. 1 (NYLOCATA) (
Signature of Oscilary) or Algent cotempining tax First

### QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF PALOS VERDES ESTATES, a municipal corporation, organized and existing under the general laws of the State of California ("Grantor"), hereby remises, releases and forever quitelaims to the PALOS VERDES HOMES ASSOCIATION, a California corporation ("Grantee"), the real property ("Property") in the County of Los Angeles. State of California, described on Exhibit "A" and shown on Exhibit "B." attached hereto and by this reference made a part hereof, together with all tenements and appurtenances thereunto belonging or in anywise appertaining.

### THIS DEED IS SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

- E. Granter reserves for the benefit of the City of Palos Veries Estates an open space casement on the Property described on Exhibit "A" and shown on Exhibit "B." attached needs and by this reference made a part hereof, the preservation and management of which is consistent with the present and continued use of the Property for open space purposes. This open space easement does not include a right to public access. Except as provided for under Sections 5 and 6 herein, Grantee shall not perform, or allow others to perform, any act on or affecting the Property that is inconsistent with the open space restriction.
- Grantor reserves for the benefit of the City of Palos Verdes Estates a non-enclusive, permanent ensement, for the use by City and any of its agents, for sever unity-related

Muil Tax Statements to Return Address Above

purposes including but not limited to installation, repair, access to and maintenance of the sewer facilities, which easement is described on Exhibit "F" attached increto and by this reference made a part hereof, and shown on Exhibit "G" as "Exhibit F Sewer Easement."

- Grantor reserves for the henefit of the City of Paios Verdes Estates a non-exclusive permanent easement, for the use by City and any of its agents, for storm drain utility-related purposes including but not limited to installation, repair, access to and maintenance of the storm drain facilities described on Exhibit "H" attached hereto and by this reference made a part hereof, and shown as "Exhibit H Storm Drain Easement" on Exhibit "H".
- 4. Granter reserves for the benefit of the City of Palos Verdes Estates and any emergency service agency a permanent easement described on Exhibit "E" attached hereto and by this reference made a part hereof, and shown as "Fire Access" on Exhibit "B" for the use by City and any emergency service agency emergency vehicles. The easement shall be fair purposes of egress and ingress to provide, without limitation, fire and police protection, ambulances and rescue services and other tawful governmental or private emergency services to the premises, owners, occupants or others. The foregoing easement shall in no way be construed as a dedication of any roadways to the public.
- 5. Within six (6) months of recordation of this Deed, Grantee shall either remove an encroachments inconsistent with the open space use or seek and obtain an required approvals including but not limited to an after-the-fact permit pursuant to PVEMC Section 17.04.110 permitting the existing retaining walls located in the area described on Exhibit "D." attached hereto and by this reference made a pan hereof, and shown as Area 1 on Exhibit "B"; and a zone change to permit the accessory uses permitted in Section 6 below in the area described on Exhibit "C" and shown as Area 3 on Exhibit "B" and in any areas which may be the subject of a lot line adjustment.
- Such as the property and the Property shall be restricted to use as open space. Upon obtaining any and all required permits and approvals from Grantor, Grantee may construct any of the following: a gazebo, sports court, retaining well, landscaping, barbeque, and/or any other facessory structure." as defined by Paios Verdes Estates Municipat Code ("PFEMC") Section 18,32,010.D within the area described on Exhibit "C." attached hereto and by this reference made a part hereof, and shown as Area 3 on Exhibit "B.". Any such structure shall comply with any and all requirements of Grantor, Grantee, and the Ar. Jury including but not limited to beight, size, orientation, design, and sechaes. Grantee shall not perform, or allow others to perform, any act on or affecting the Property that is inconsistent with this paragraph.
- 7. Greater shall keep and maintain the Property free of weeds and trash and shall provide landscaping in Area 3 that is compatible with adjoining properties and that is satisfactory to Grantor. Grantee shall be solely responsible for such maintenance.

- This Deed shall not cause the Property to be merged with any adjacem on and any such merger shall be prohibited
- 9. All terms and conditions in this Deed shall be binding upon Grantee and its successors and assigns. The benefits and hurdens described herein are intended to and shall run with the land. Every person or entity who now or hereafter owns or acquires any right, title, or interest in and to any portion of the Property is and shall be conclusively deemed to have consented and agreed to the conditions stated herein, whether or not any reference to this Deed is contained in the instrument by which such party acquired an interest in the Property.
- 10. Grantee acknowledges and agrees that Grantor would not convey the Property without the conditions being set forth herein. In the event of any violation by Grantee of said conditions, Grantor shall have the right, without posting bond or security, to enjoin such violation, to bring an action for specific performance of declaratory relief in a count of competent jurisdiction, to request that any improvements installed and/or maintained by Grantee on the Property be removed, or bring an action at law for damages. In the event a party brings an action to enforce or seek redress for breach of these conditions, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred in trial, on appeal or in petition for review, in addition to other appropriate relief
- 11. No breach of the conditions stated herein shall entitle any person or entity to terminate the conditions or any of them, but such limitation shall not affect in any manner any other rights or remedies which any person or entity may have under this Deed by reason of any preach thereof.
- Grantee, for itself, its successors and assigns, with respect to the Property, acknowledges and agrees to be bound by all of the terms and provisions of this Deed
- 13 This Deed may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

EL 18 (1.1100) WILDINGOT, CITATION THE STATE OF THE CONTROL OF THE STATE OF THE STA	in witness whereof.	Grantor has executed this instrument this	, 	Augusi	1013
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GRANTOR

J-5-12

Mayor Georgo F) Bird, Jr.

ATTEST:

By: One Commonwell

County of LOS Angeles

On August 8 2012 before me / Vickle Kroneberger , a Notary Public in and for said State. Herself of the personally appeared who proved to me on the basis of entisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his/ber/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of winten the person(s) acted, executed the instrument.

I certify under PENALTY OF PERILIRY under the laws of the State of California that the diregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature / Vulle Kloudage



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(This area to notary stamp)

Agreed and accepted this 13 day of August 2012

GRANTEE:

Paios Verdes Homes Association 34

Pales Verdes Fiomes Association

By: Cale E. Willman Clausent

State of California

County of Los Angeles

Un Present 3203 before me. Vickie Kroneberger. A Notary Public in and for successive Dales. Hopfman personally appeared, who proved to me on the basis of satisfactory evidence to be the personal whose namels is as subscribed to the within instrument and acknowledged to me that hersbeithey executed the same in his/her/their authorized capacity/less, and that by any bentheir signature of an the instrument the personal or the entity upon behalf of unical the personal acted, executed the instrument.

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The City Council of the City of Falos Verdes Estates do ordain as follows:-Section 1 That the City Council of the City of Palos Verden Estates hereby ac-

Section 2 That the City Attorney is hereby authorized to record the above man-

section 3 That the City attorney is bereby authorized to Fetition the Board of impervisors to direct the cancellation of the Cax Deeds now in the same at the State of cultiquise.

Section 4 The City Clerk shall cortify to the peccage and adoption of this Rasointion; shall enter the same in the Book of original Resolutions of maid city; shall make a minute of the passage and adoption thereof in the records of the precedings of said city Council and in the minutes of the meeting at which the same is passed and adopted. Passed and adopted this 18th day of June, 1840.

M. F. B. Formular. Mayor of the City of Folos Varies Estatos, Catifornia.

Attest: Sity Clerk of the City of Palon Various Laboration Colly of Palon

state of California County of Los Angeles City of Palos Verdes Satates ) as

I, Soymour F. Bergatron, City Clark of the City of Pales Verdes Fatates, California, (a horeby certify that the minds number of City Council is five; that the foregoing resolution, being Resolution No. 12 was duly passed and adopted by said City Council, approved and algored by the City Clark, all at a Special vesting of said City Council hold on the 12th day of June, 1940, and that the once was as passed and adopted by the following votes: ... Ayon, Councilians Broy. Settle, Sadler, and Syor Rosseler. ... Howe, Hone: Hone: Absent Councilians Broy.

Witness by hand and seal of said City this little day of June, 1940.

Seynour P. Bergetron City Clork of the City of Pales Veries Estaton, Cultifornian

value Verden Homes Association, a California corporation, in consideration of Ten Bolises (\$10:00) to it is know phile, receipt of which is hereby acknowledged, does hereby must to the Gity of Falon Verget Batates, a marketing corporation of the sixth class of the state of California, its successors and easigns, that contain real property in the comby of Los Angelou. State of Salifornia, hareinafter referred to me "said reality", dea Item 1. Lots J. Wand Y of Tract 5005, as per map recorded in use 705 pages 49 to 52 inclusive, of Maps, records of said Los angeles County, and that portion of Lot B of Tract 4400, as per may recorded in Book 72, pages 95 and 96 of Reps. miords of said Los Angolos County, described as follows (with the exceptions hardinafter accepted in paragraphs (a) and (b) horsefy: Commencing at the Sasterly terminum of has certain course in the Southerly boundary of Tract 6868, as per map recorded in Book s, pages to end 21 of Maps, records of said Los Augeles County, having a length of 11.40 foot and a bearing of North 880 43! 20" West, as shown on said sup of Tract 6882; Chance along said course North 59° 431 20" West 106.20 that to a point which is the brate oint of beginning of this description and also the Northeasterly corner of Lot V in That 6025, as per map recorded in Book 78, pages 49 to 52 inclusive, of Maps, records of aid Los Angeles County; thence along the said Southerly boundary of Tract 6932, South 95 657 20" East 106.20 feet to the beginning of a curve concave to the north and having runtus of 7796 \$3 feat; thence along said ourve 1525,89 feet to the heginting of a ares concave to the North and having a radius of 3025,50 fact; though along said our 13.74 feet to the beginning of a curve concave to the 774.50 feat; thouse along said curve 225.30 rest

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the South and having a radius of 4942/5 rest Mores sions said custos \$1.68 feet to the end thereof; thence due South C2.28 rack; thence South CC IS/ DAP hash 55.55 feet to an single point in the Westerly boundary of Tract 6883, as per map rederied in new 77, pages 73 and 74, of Maps, records of said Los Angeles County; thence elong the mesterly boundary of said Tract 6883 and of Tract 10320, as nor day recorded in Book 181, pages 40 to 50 inclusive, of Maps, records of said Los Angeles County, due South 222.48 feet and South 13° 54' West 100 feet to the most Westerly corner of Lot A of said Tract 10320; thence along the Southerly line of said Lot A and along the Southwesterly and Mosterly line of Lot 5 of said Tract 10320 to the most Southwesterly corner thereof, which is a point on the Southerly boundary of enid not B of Tract 4400; thence in a generally Westerly and Morthwesterly direction, along the said Southerly boundary of Lot H of Tract 4400, the Morthogetarly and Mortharly boundary of Tract, 7640, as per map recorded in the 104, pages 50 to 59 includive, of Kaps, records of said Los Angeles County, and the Lasterly boundary of said Tract 6895, to the point of beginning, enclosing an area of 213.; (a) Except those portions of said Lote J. V and Y of Tract 6365 gures, more or less. and of said Lot B of Tract 4400, described as follows: Roginning of a point in the Southwesterly boundary of eard Lot Junion to South 38° 25' 00" Bast thereon 16.51 fact from the Mortherly boundary of said Lot J; 'themee South 58° 251 00" East 72.80 feet to the beginning of a curve concave to the Northeast, tangent to said last-mentioned course and having a radius of 350 feet; thence Scutheasterly along said ourve 27.65 feet to be boginning of a curve concave to the Borth, tangent to said last-mentioned curve and haring a radius of 115 feet; thence Easterly along said last-mentioned curve 100.16 feet to the beginning of a curve concave to the South, tangent to said leat-neglioned curve and having a radius of 1146 foot; themes costerly along said lear-montioned curve 525.80 feet thence North 85° 321 24" East 126-12 feat to the Southerly boundary of Tract 6882, at jet map recorded in Book 76, pages 20 and 21 of Maps, records of said Los Angeles County; thence Lanterly along the houndary of sold Tract 6862 and following the same in all its various courses to the mortherly termines of that certain course in the most Womberly boundary of Aract 6983, as per map recorded in Book 77, pages 73 and 74 of Maps, records of said Los ingoles County, having a boaring due Horth and a length of 222.46 feet, as shown on said map; thence South slong said mont Westerly boundary 69.16 feat to the begianing of k circo concava to the south and thatting a radius of \$793.50 foot, a radial lin of antil curve to mile boginning thereof bearing forth CV 101 41" West, thence Wasterly along said last-zantioned curve 51.15 feet to the beginning of a curve concave to the South, tengent to suit that month shoot curve end having a radius of 1685.50 feet; thence Meaterly along said last-montioned curve 315.56 fact to the beginning of a curve concern to the Booth, tangent to said last-zembloned curve and baving a radius of 3174,50 feet; thomas Westerly along maid last-continued curve 150.29 feet to the beginning of a curve concurs to the South and laying a radius of 2650 foot, a radial line of said curve to said boginaing thereof boaring north 90° 32° 55° Saut; bliones Besterly along said last mentioned curve 371.71 feet; thence South 759 661 66" East 47.47 feet to the Southerly tomainus of the above described course having a bearing due lierth and a length of 222.46 feet; thence South 10" 54: 00" West along the Menterly boundary of said Tract 6985, &c fast; thence Borth 76, 05, 00, West 42.47 fact to the beginning of a curve concave to the bouth, tangent to sale last-moutiened course and having a radius of 2476 feet; thouse iss terly along seid last-montioned curve 658.86 feet; thence South 88° 371 COP West 77.86 feet to the beginning of a curve concave to the Borth and having a radius of 7945.63 feet a radial line of said last-mentioned curve to said beginning thereof bearing South (8 of 57" East; thence Westerly along said last-mentioned curve 1131.25 feet; thence South 55" 321 24" West 559.00 look to the beginning of a ourve concave to the South, tangent to self last-montioned course and having a radius of 940 feet; thence Westerly along said lastmontioned curve S30.21 feet; thence South 41° 07: 38\* West 210.28 feet to a line that is parallel with and 10 feet Southeasterly, measured at right magles, from the line bearing South 68° 55: 30" West in the Northwesterly boundary of said Lot J of Tract 6885, as phorn on said sup of said tract; thence South 62° 55: 30° West along said parallel line, 221.39 feet to the gouthwesterly line of said Lot J; thence Northerly, Northeasterly and Northerly along the boundary of said bot J, to the point of baginning; enclosing an erea of 1.41 neros, mare or less, within the boundaries of said 1.at 1, and 2.19 neros, more or less, within the boundaries of said Lot V, and 0.50 acre, more on less, within the boundaries of said Lot Y, all in said Tract 0885; and enclosing also an area of 8.46 appea, more or less, within the boundaries of said lot B of Treet 4400. three lightions of self lot F of Truck 4400; dogs that as follows (the

has the point marked "B" to the seems point marked "A"; as shown on said map of (1) Commonding at said angle point marked "5"; theres North 86° 581 27" 2008.87 feet to the true point of beginning of this description; thence North 260 201 507 deat 48 feet; thence North 47° 381 85" Bust 31.21 feet; thence North 83° 581 10" East 16 feet; thomas South 26" 20' 50" East 56.60 Poet; thomas South 65 9 39' 10" Feet 46 feet, gore or loss, to the point of beginning, enclosing an area of 0.057 acre, more or less. (2) Commencing at paid angle point rarised "B"; thence North 26° 31' 38" Bast 3942.44 feet to the true point of beginning of this description; thouse Morth 20° 20' 50" West. 10 feat; thence North 63° 391 10" Rent 65 feet; thence South 26° 201 50" Feet 50 feet; thence South 739 231 56" West 65.76 feet, mane or less, to the point of beginning, enclose ing an area of 0.067 acro, more or loss. (3) That portion of said not B of Tract 400 which is included within a circle having a radius of 25,80 feet, the center point of said firele boaring North 86° 480 14" East 1988.79 foot from said angle point marked "H"; enclosing an area of 0,63 acre, more or loss. Itan 2, The triangular portion of let to Block 1712 of Track 6865; as por map recorded in Book 70, pages 49 to 62 inclusive, of Taps, records of said for Angelas County, lying Northeast of a line drawn from the sorthwosterly corner thereof to a point on the Pasterly line thereof one hundred (100) feet Southerly of the Hertheasterly corner thereof, comprising an area of 0.078 acre, mor er line. Itan 3: Lots W and 2 of Teast 10320, as per map recorded in Book 151, page 48 to 50 inclusive, of Maps, records of said Los Augolas County. Excepting and reserving therefrom any and all atreats, alloys, walks, reads and/or alginays abutting or mipining said realty and all land within or under same, and the canements and rights-ofway hereinefter referred to. It is the express intostion of the parties hereto that title to all land under or within all effects, alloys, walks, reads and/or highways abouting or Appliing said realty is received unto the Counter Society, its successors and assigns, and the grantee herein acquires no interest therein by virtue of this dead. This conveyance to units unit secopted and said realty is hereby grantful, subject to state and County taxes new a lien and new due and/or delinquent and to any and all rights me caseconts of record, but without warranty on the part of the creater herdin of any sind or character, either express or implied, as to any matters not contained or reiseral to herein; and upon and subject to each of the following provisions, queditions, 1. The axpress condition that the Original herein retrictions and covenents, to-sit; 1. The express condition that the Breater herein is not responsible or liable, in any way, for any indusement, representation, agreement, condition or attractation not get forth bozold, or in docds of remore heretoford convoying and really and rights and enterants applicable thereto, or in the Declarations of Reabile tings horeign ther montioned. . . S. Mach and every provision, condition, restriction, resorvation, lien, charge, annount and covenant contained in the Decembetton of Satablightent of Benic protoculve Registrations executed by Germanadath Timat Company, as caner, imported in Edok 2000, page 231 of Official Records of ania las Ampeles G montiones Non- 1 and 3 therete invocated by Sank of America, autocopen to interest t att Section would Trust Section 1, reserved in sook 2940, page 17 and in Book 4019, page is, respectively, of anis official Records; and in Declaration No. 5 of Establishment of istal Protective mestrictives, executed by soid Snow of two dee and recorded in Book 2863 per 9 354 of said official Ancarda; and in Amendments Hos. 5 and 5 to said Declaration Ro. 5, executed by said Bank of America and remerced in Book cold, page 374 and in Book 5585, TH, respectively, of said Official Resords; and in Amendment No. no to said Declartion No. 5, arecuted by Pulos Verdos Katates, Inc. and recorded in Book 16585, page 183 of said Official Records; and in that contain conveyance executed by said Fank of Assertea to Spantar hardin and recorded in Book 5400, page 279 of said official Records, secrety Here was outablished a general plan for the improvement and development of said realty and other property described and/or referred to in said Poclarations of Restrictions, and revisions, committions, restrictions, reservations, Itana, charges, equements and covenante wore fixed, including the establishment, maintenance and operation of Falor Verdea seems Association, a Salifornia corporation, and of the Art Jury as therein provided, subjust to which said property and/or all parcals thereof would be sold and conveyed and all of said provisions, conditions, restrictions, reservations, lions, charges, easurents and covenants are hereby made a part of this conveyance and expressly imposed upon said realty as fully and completely as if herein set forth in full. mity is to be used and administered forever for pa

enginegal before a waxii pala a saa waxii rahanista kuthanin 1997 da kata Maria de la Caracidad de Caraci other conditions set forth in this deed as by said municipality or other body suitably constituted by I regulate public parks, for the purpose of safeguarding said. regulate public pavirs, for the purpose of assemble thing said reside and any one and/or improvements thereon from any decided the further in protecting the residents of said raids Verden Estates from any cases of in technic or upon said realty which are, or may be, debrimental to the manufact of the body Except that said realty may be used for the operation of a galf course in mat amy portion of said house, with the usual appurtenances thereof, provided, (a) must any portion of said reals which is acquired by the United States of America, the State of California, intak, or by any public authority, and which is used for presented purposes, the written approval of the cener of the reversionary rights provided for Art Jury, be specifically exempted from this provision requiring exclusive use thereof (b) That the disement is specifically reserved for park and/or reprention purposes. to Polos Verdes Homen Association and the successors in interest to establish and eminted such reasonable number of water mains and other public utilities as to it may seen advisable in and over said realty in a manner not inconstatant with the purposes for which said realty is hereby conveyed. (c) That rights-of-way for road purposes are reserved up. on and across that portion of Lot B of Tract 4400 hereinabove described in Item 1 of said Mealty to provide access to Lot A of Truct 9822, as per map resorded in Book 139, pages 48 to 47 inclusive, of Maps, records of said los ingeles County (over which let fartner rights-of-way continue to Via Campasina), from proporties of the Palos Verded Gater Co., we follows: (1) from two parcols of hard whose location is described in paragraphs (1). and (2) of exception (b) under said Item 1 and upon which are located Plump House No. 4 and "Pump House No. 8", respectively; and (2) from a parcel of hand, whose location is desoribed in paragraph (3) of exception (b) under said Item 1 and upon which is located the "No. 1. Main Reservoir". (d)(1) That non-exclusive essements are reserved to Southern Collingua Education Co., Ltd. for the use, maintenance and replacement of one line of poles with the usual appurtenances, to be used for conveying electric energy, in and over said Lot V.of Truct 8886 and along the Northerly line of said Let 1 in Block 1719 of sold traas por deeds dated January 23, 1925 and February 6, 1926 from Grandor herein to said Educ Co.; and also in the peighborhood of the Northeasterly common of said Lot 1 in Block 1712 and in and over that portion of Lot B of Treat 4400 bereinsbore described in Item 1 of until realty, as par doed dated March 18, 1927 from Grantor herein to said Edison Co. (1) (2) That non-exclusive essements are reserved to Southern california Edison Co., Ita. for the use, maintenance and replacement of an underground conduit system, to be used for conveying electric energy, in and over that portion of Lat B of Tract 4400 hereinster described in Item 1 of eard realty, as per deeds dated Jude 10, 1927 and September 7, 1932 from Granton horoin to said Edison Co. (3) That non-exclusive enaccents are re served to associated Telephone Co., Ind. for the use, maintenance and replacement of an underground telephone conduit ageten, in and over that portion of lot H of Tract 4400 hereinabove described in Item 1 of said realty; as per deed dated catober 3, 1929 from (4) That a non-exclusive right-of-Orantor herein to said Telephone Co. ment is reserved to Associated Telephone Co., Ltd. for the construction, maintenance and operation of telephone conduits, cables and wires, together with the necessary appurtonances thereto and the right of entry to said easoment, in and over a six (6) foot strip of land lying three (5) feet on ofther side of the following center line; at a point on the Northerly line of via Tojon, as shown on said map of Tract 6885, which point is the intersection of said Northerly line with a line hearing North 140 44' 25" West from the Borthesstorly corner of Lot 1 in Blook 1710 of said tract; Thence along eald line bearing North 14° 43' 25" West, gorden Lots V. Y and J of said point in the Southeasterly line of pales Verdes Drive, said Southeasterly that becare bearing South 71° 07' 38" West and having a length of 210:28 Feet, in the aster part of the description of exception (a) under Item I of said realty.

property become, both realisable and summary and are gradied to the most forward.

Local bod, on at least so favorable terms as are gradied to the most forward.

4. That, except as provided above, structures or concessions shall be erented, maintained or permitted upon said realty; axsept such as are properly incidental to the convenient and/or proper use of said realty for park and/or recreation purposes. 5. That, except as provided in paragraph 3 percef, said realty shall not be sold or conveyed, in whole or in part, by the Grantee herein except subject to the conditions, restrictions and reservations set forth and/or referred to herein and except to a body muitably constituted by law to take, hold, raintein and regulate public parks; provided, that portions of said realty may be dedicated to the public for parkway and/or street purposes. 6. That said municipality or other hody having jurisdiction may, by and with the written approval of Pales Verdes Art Jury first obtained, possit the owner of a lot abutting on said realty to construct and/or mintain publs, steps and/or other landscape improvements, as a means of egress from and ingrass to said lot or for the improvement of views therefrom, in such a manner and for such tength of time and under such rules and regulations as will not, in the printer of said municipality or other body and of Palos Vordes Art Jury, impair or interfere with the use and maintenance of said realty for park and/or recreation purposes, as hereinbe-V. That none of the embitions, restrictions, covenants and resorwittons set forth in paragraphe 3 to 6, inclusive, heroof may be changed on modified by the procedure catablished in Section 3 of Article VI of contribution of Establishand of Basic Protective Restrictions and in Section 9 of said Declaration No. 5 of Establishment of Local Protective Restrictions. Provided, that a breach of any of the provisions, conditions, restrictions, resorvations, lions, charges and covenants sat fort is paragrapha 2 to 7, inclusive, hareaf shall sause acid realty to revert to the granter barnin, or its successor in interest, as owner of the reversionary rights herein provides for, and the alminderporation of the Grantee herein as a municipality or the dissolution at outs body referred to in paragraph a normal (in the event of the transfer of any of said realty thereto) shall in 1200 manner cause said realty to revert to the dranter here in or the miccessor in interest, and the exact of such reversionary rights shall have the right of impediate reentry upon entarealty in the event of any such breach and in the great of such distance portation or dissolution, and, on to each lot and/or percel owner of not property or other property described anc/or referred to in said Faciarations of Rostrictions, the maid provintions, conditions, restrictions, reservations, liens, charges a evenunts shall on covenanta running with the land, and the breach of any thereof or the centimance of any man branch may be enjoined, abuted or intended by appropriate procood Ingo by the Arenter herein or its successors to interest, or by such other lot or parcel proof, and/or by any other purson of corporation designated in said beclarations of Re-Provided, Also, that by the accoptance of this converance the Grantee atrictions. errors with the cranter that the reservations, provisions, conflictions, restrictions, illum garzon and covenants herein het forth or contioned are a part of the general plan for the improvement and development of the property described and/or referred to in said becitr tions of Rostrictions, and are for the benefit of all of said property as described (1) War referred to and each emer of any land therein, and shall inure to and pass with gain property and each and every parcel of land therein, and shall apply to and bind the respective mecassors in interest of the parties hereta, and are, and each thereof is, improsed upon said coulty an a servitude in favor of said property and each and every parest of land Morota as the dominant tenescent or tenements. In Withese Mercof, Palo vertes flower Association has caused this dood to be duly executed, by its officers thereunto dely nuthorized, this 14th day of June, 1940. Palon Vardes Romes Association Val E. Miltonberger hverett M. York Const 1 Vice-President The Park and Recrection Heard of Pales Verdes cos Association hereby expressly approved and consents to the execution of the foregoing deed. Remmond Sadler Chairman thate of callfornia County of Los Angolusius: On this IN day of June 1940, before no, Militan Torono, a Notary Public in and for said County, personally appeared Wiris-Re-Reay al L. Miltonberger, known to me to be the Vice president, and Frerett H. York, known to a to be the Secretary, of Pales Verges Homes Association, the corporation that a du stilln instrument, known to me to be the persons the executed the setthin instrument

Palos Verdos Homes Association, a California e lars (\$10.00) to it in hand paid, receipt of minn is harely abknowledged, does havely lers (\$10.00) to it in hand part, Ascorpt of Anton Asian Asian of the sixth class of Orant to the City of Phiba Verdon Estates, a municipal corporation of the sixth class of the State of California, its successors and madigns, that certain real property in the County of Los Angeles, State of California, haroinafter referred to as "said realty", de scribed as follows: Lot F of Pract 10624, as por map recorded in Book 163, pages 7 to 9 inclusive, of Maps, records of said Ion Angeles County, except that portion thereor described as follows: Beginning at the most Westerly corner of Lot 2, in Block 2 on anid tract; themse along the Southerly line of anid Lot 2, North 89º 481 279 Bast 287. 15 feet to the most Westerly corner of Let 1, in said block; thence along the Westerly line of sold Lot 1. South 22° 27' 46" Kest 65.04 fact; thence North 78° 02' 54" West 248.44 Toot; thance South 87° 10' 06" West 69'67 Thet; thanks Wenth 57° 16' 17" East 58.04 fact more or loss, to a point in the Kesterly line of said Lot 2, distant thereon North Co a East 9 fact from the most Wasterly corner thereof; thence South C8° 431 West 9 feet to the point of beginning, enclosing an brea of 0.100 acre, more or less. Excepting and Fe serving therefrom any and all streets, roods and/or highways abutting or adjoining said realty and all land within or major same. It is the express intention of the parties hereto that title to all land under or within all streets, roads and/or highways abuttin, or adjoining said roulty is reserved unto the granter herein, the successors and assigns, and the Granton hardin nomined no interest therein by virtue of this deed. versince to made and accepted and said resity to hereog granted, subject to State and Conty taxes now a lien and now duo and/or delinquent and to any and all rights and enserent; of record, but without warranty on the part of the Grantor herein of any kind or charactor, either express or implied, as to may refters not contained or referred to harding and upon and subject to each of the following provisions, awaitions, restrictions and covenants, no-eit; ... is the express condition that the frenter herein is not responwillie or like to, in any way; for buy induscreat, representation; agreement, condition or thindakter not not forth horoty, or in needs of resort heretofore tenvoying said realtor in the feelexations of Restrictions have imafter mentioned. 2. Each and every prewinlar, condition, restriction, reservation, lien, charge, encement and devenant contains in the Technostics of Establishment of Basic Protective Restrictions executed by Common. mentin Trust Company, an ester, recorded in Book 2560, page 251 of Official Reports of Sala Las Angeles County, and Magnetaches Ment 1 and 3 therete (aspected by East of America) niccomor in interest to main Commonwealth rodul Company), recorded in Book 2940, page & and in Front Molty, rates 274; respectively, of daid ufficial Records; and its Declaration ; 27 of Sateblishmont of Local Protection Contrictions (executed by Bank of Italy Matiena) Trust and Savings Association, successor in interest to said Eark of America), recorded ; Book 8134, th is 261 of whice Official Records; and in that certain conveyance executed by fank of Ituly Patibial Trust and Savings Association to Grantor hersin and recorded in how 0352, page 271 of said Official Records, reproby there was established a general plant for the improvement and dayologment of said realty are other property described an for referred to in said Veclarations of Restrictions, and providions, conditions, restrictions, reservations, lions, charges, esseemts and covenants were fixed, including the establish cont, maintenance and operation of pales wordes Romes Association, a California corporation, and of the Art Dury as thoroto provided, subject to which seld property and/or sil persols thereof should to sold and conveyed and all of said provisions, conditions, restrictions, reservations, lient, cherges, essengets and covenants are hereby rade a part of this conveyance and expressly imposed upon said realty as fully and completely as if h In set forth in full. 3. That said realty is to be used and administered forever in part and/or recreation purposes only lany provisions of the Beclarations of Restrictions above referred to, or of any prior conveyanced of said realty, or of any lawe or ordinancoo of any public body applicable thereto, to the contrary notwithstanding), for the it afit of the (1) residents and (2) non-resident preparty emers within the boundaries of the property horotofore commonly known as "Palos Verdes Estatage" (that is to say, withis the boundaries of the frantee municipality, of Tracts 6891 and 9302 of said Los Angeles County, and of any other property that may be under the jurisdiction of said Pales Vertes Home Amsociation); provided, horovor, that portions of saids really may be used or least for the purpose of maintaining, operating or conducting private, sani-public or public facilities, concessions, club houses, accessory buildings end/or grounds for bathing, les yachting and/or any other private, semi-public or public no

omors, both resident and non-resident, of said Folos Vordos Estables, as abd on at least as favorable torse sa are granted to the most favored patrons of said facily itles; and except where said realty and/or portions thereof is restricted as to muc under such regulations, said recity is to be epon and available for use as a park by the general public, under such regulations consistant with the other conditions set furth in this dead as may from time to time hereafter be established by said municipality or other body having jurisdiction for the purpose of safeguarding said realty, and any vegetation and/or improvements thereon, from damage or deterioration, and for the further purpose of protocting the residents of said Palon Vorden Estates from any words of or conditions. in or upon suid realty which are, or may be, detrimental to the amenities of the neigh-4. There shall not ut may time be constructed or maintained within any portion of said realty lying between the command a lot abutting directly upon said realty are lying between the side lines of said lot extended to the seminore from the extreme g present corners of said lot, any path or other improvement open to public use or dogrand or constructed so as to be physically adapted or adaptable to use by the public, scept at an elevation of act lean then seven (?) fact below the natural elevation, at the of construction of eath path or improvement, of the newest portion of said lot, except sime be constructed and maintained in such a ranner as reasonably to protect the crivery of said hot end/or the persons residing thereon; provided said restriction may be mixed and removed as to any lot by the thon owner thereof by written agreement, with Palo appear seems Association only filed of record. 5. There shall not at my time be ; extending or permitted within any portion of said realty lying between the occan and a job abserting directly upon maid realty and lying between the side lines of said lot extended to the seasons from the extreme entereserd corner of seld let, my improvement or manbutton watch to the cointen of Pales Verley Boxes Association and/or rules Verdes Art er, seriously obstructs or interferes with important dess from said lot, unless the mer of said let shall have filled with Falon Verses Resen Association his written apsoul and chasant thereto. . . 4. But said municipality or other body having jurisdic tion may, by and with the written approval of Pales Various int Jury Hirst obtained, pergot the error of a lot abutting on said months do construct ans/or and atmin paths, atops ex/or other landscape improvements, as a round of egrous from and ingress to said lot ar for the improvement of views therefroe, in such a manner and for such length of time and under, such raids and descinations as still not; in the opinion of said manicipality or otter body and of relos Vorded are Jony, legale or interfere with the use and maintenance of mildirectly for park and/or normation jumpones, he harmination not forth. . that do buildings, atmestimum or concessions shall be orsetted, maintained or porattent open and realty, except such as in the opinion of said municipality or other body series Just adiotechiare proparly the idental to the convenient and/or proper has of series really for the public and/or private purposes hardinahove emmerated. . 8. Tont baid. selly shall not so note or corroyed, in shale or in part, by the Grantes herein except majort to the designificant maderiations and removables not forth and/or referred to broin and except to w body multibly constituted by law to take, hald, maintain and reguples public parks. . F. that none of the could tions, contrictions, covenants and reservations. and one not forth in paragraphs 3 to 6, inclusive, boront may be changed or codified by . a proceeding ontablished in Section 3 of Arricle VI of said Declaration of Entablishment of Made Protective Mentpictions and in Section 9 of gald Decimation No. 27 of Estabil smant of Local Protection Restrictions. Provided, that a bronch of any of the merisions, corditions, restrictions, reservations, lions, charges and covenants sot forth D. Armspraphs % to D. Includes, hereof, shall damp and really to revert to the granter wrote, or the muchannor in tatornat, as usner of the reversionary rights become provided for, and the distincerporation of the Grantse hardin as a musicipality or the dissolution I said body referred to in paragraph & hereof (in the event of the transfer of any of realty thereto) shall in like moment cause said realty to revert to the Stanter here is or its muncaspor in interest, and the owner of such reversionary rights shall have the right of fiscollate reentry upon hald realty in the event of any such breach and in the event of such distincerporation or dissolution, and, as to each lot and/or percel exper of sold property or other property described and/or referred to in said Sectarations of Rostrictions, the said provisions, conditions, restrictions, reservations, liens, charges end covaments shall be covaments running with the land, and the breach of any thereof or

orence at the state of the stat of said parallel line with the part 1100 in a Southwesterly direction to the point of beginning, enclosing an area of 0.023 ato, more or lean. (c) That portion of Lot J of said Tract 6886, lying Southwestern from a straight line drawn from the most foutherly corner of Lot D of said tract to the particularity corner of Lot 8 in Block 1486 of Truct 6864, as per and recorded in Book of, pages 68 to 71 inclusive, of Mans, records of said Les Angeles County, enclosing an area of 0.30 acre, more or leas. (d) That portion of Lot 2 of mold Tract 6885, do-Componeing at a point in the most Westerly line of Lot A of scribed as follows: great 6834, as per map recorded in Book 82, pages 58 to 71 inclusive, of Maps, records greeted too Angeles County, which point is North 20° 01' les West thereas 45 foot frem the Southerly line of deld Lot 4; thouse North 649 441 49" East 226.12 foot, more or los and goint on the Southerly line of said het M, which paint is the true point of beginning of this description; thence North 26° 15' 53" East 169.73 feet to a point in said Let M gich is distant 34 feet Southerly, measured at right angles, from the line of Granvia (allosta (non known an Palos Vergion Drive West) as said line is shorp on said may of Frac 1996; thomes (in a generally Ensterly direction along a line drawn parallel to and distant M fact Southerly from said line of Granvia La Costa to a point in the Ensterly line of and Lot H; thence along the Easterly and Scutherly Manes of said Lot H to the point of be dimining, enclosing an area of 0.25 hore, more or least (e) Lote H and O of said from 6896, except that portion of boid but H lying between the Southerly line of Grenvin to Boath (now known as Palos Vordes Drive West) as said line is shown on said map of Fra geo, and a line drawn parallol therete and it feet Southerly therefrom, extending fr see restantly line of said bot N to the testardy line thereof, enclosing an even of greene, make or loss; and also except those portions of said total said 0 described 23 ollows: Regiming at the interpospher of guid parallel line with the Westerly time of skid Lot Mr theore South 30" Blo 10" Back along said Westerly line and the Woote the of unit total 5, 31.64 fast, thousa Borth 629 dit our rect 305.12 foot to a point in will not 0; thence North son was 18" mast 250.05 feet, more or loos, to a maint on the ertherly line of unic Lot 0; thence North 66° 281 13" East 81.79 feet, more or less, to , point on said parellal line; themse along said parellol line in a generally Wonterly uncertion to the point of technology analoging in arm of 0.36 work, remains teast (1) Lot P of said Brack 6835, except that certion thereof lying Soutorly from a line from parallel to the Easterly line of Growin in Conta (non-known as pales veries but we hut) as said king is shown on sold ray of Tract 1536, and statest as close to the pai, comprising on area of 0.369 acre, more or lega-Item 5. (a) Lot A of Tract Total, as par man recorded in Book 104, pages 36 to 39 inclusive, of Maps, records of eath ies Angole's County, except thoug portions thereof described as follows: (1) Beginning at the Southensberly corner of Lot 14 in Block 1730 of seld tract; thence South 145 091 to" Next along the Ensterly line of anid not h, 64 foot to a point in seld Kestonly line; menon North 76° 23: 15° West 135.71 feet, more or loss, to a paint on the Southerly proion atlan of the Mestardy line of said bot 14; thence North 10" 15: 55" Bost along the said Scutterly prolongation, 45 foot to the Southmesterly corner of said lot 14; thence beath \$50 351 low rest along the Southway also of sold lot 14, 163 at foot to the paint of teginning, ebolosing an area of 0.178 core, more or less. (2) Commoneting at the estardy terminan of that certain course in the Northerly boundary of said Let A, daving a length of 420.30 fact and a bearing of North 65° 00' 36" East, as shown on unit may of into tract; thence South SY 331 28" West 81.57 feet to the true point of beginning of this description; thence South 19° 58' 15" East 20 Feet; thence South 70° 07' 45" West S. feet; thence North 186 52: 15" Nost 90 feet; thence Warth 76° 67! 45" East 50 feet to the point of beginning, enclosing an area of 0.103 acre, more or less. (3) Commangin to the fautorly terminus of that cortain course in the northerly boundary of said bet A, caving a longth of 350.15 foot and a boaring of South 79° 27' 53" East, as down on said up of said tract; thence south 65° C6' O2" East 12.15 feet to the true point of beginning of this description; themce Couth 19° 51' 53" East 60 feet; thence South 70° 20' 07" West 50 foot; thouse Borth 19° 51! 55" West 60 feat; thence Morth 70° 28' 67" East 40 foot to the point of beginning, suclosing an area of 0.055 acre, mere or loss. (4) Commencir t the Northmosterly terminus of that certain course in the Southwesterly boundary of id Lot A, having a length of 230,08 foot and a bearing of North 240 06: 519 West,

Restrictions: Provided, also the or electric design and covered to the grater state the grater that the grater states and covered to the the grater states of the first that the grater and covered to the preparty described indem referred to it said Declarations of Restrictions, and are for the benefit of all of said property as described and/crefored to and each owner of any land therein, and shall simply to and base with asid property and each and every parcel of land therein, and shall apply to and bind the respective successors in interest of the parties hereto; and are, and each thereof is, imposed upon said realty as a servitude in favor of said property and each and every parcel of land therein as the dominant tenement or tenements. In Mitness Whoreof, Palos Verdea Rocces Association has contend this deed to be duly executed, by the officers thereinted duly authorized, this little day of June, 1340.

Falon Veries Romes Acadotation Val K. Miltonbergor Vice-Presider Everett M. York Secretary

The fart and Recreation Board of Pales Vertes Ropes Association benety expressly approves and consents to the association of the foregoing deed.

5 (\*\} Hasmond Sadler Chairman

State of California County of Los Angelesias: (In this 14 day of June 1940, before to Lillian Throno, a Notary Fiblic in and for setd County, personally appeared Wire-R. Fr. Val E. Miltonberger, known to me to be the Tice-President, and Everett M. York, known to me to be the Secretary, of Pales Verdes Houses Association, the corporation that executed the secretary is a second to the persons the executed the within instrument that the corporation therein named, and acknowledged to me that such corporation executed the pares. Without my hard and official coal.

(Seal) in and for the County of los Angeles, State of dalifornia to Countsalon Empires hec.

Enlay Various Expose Association, a California corporation, in consideration of Test tol. lars (\$10.00) to it in hand paid, receipt of which is hereby seknowledged, does hereby Grant to the city of Falca Vardon Estaton, a municipal comporation of the winth class of the State of California, its successors and assigns, that certain real property in the County of Los Angeles, State of California, hereinafter referred to as "said resity", co-sorthed as follows: I for 1. Loke & B. C. D. E. F. H. B. L. J. K. L. and N of Fract 6681, he per map recorded in Book 76, place 20 and 21, of Maps, records of said Los Angel os County. Item 2. (a) Lot A of Tract 8884, as per map recorded in Book 82, pages 68 to 71 inclusive, of Maja, receiven of said has Angeles County, except that portion than of described as follows: beginning at a point in the most Westerly line of said let A which is North 20° 61' 16" Nept thereon 43 feat from the Southorly line of said lot; thence Morth 64° 44' 49" East 22c.12 fast, more or less; to a paint on the Hortherly line of said lot; thence clong and Horsheely line in a generally Wasselly direction to the Continuous or and of said lot; themes along the said most mesterly line of said lot in a generally matherly direction, 3.21 feet and 22.20 feet, more or less, to the point of beginning, enclosing an area of 0.13 acre, more or less. (b) Lots 8, 0, 0, 3, 6, 3 en I of maid Tract 6886. Thum J. (a) not it of grant 6895, as per compresented in Book 78, pages 49 to 52 inclusive, of gaps, records of said Des Angeles County, except that portion thereof lying between the nurtherly line of Granvin La Costa (now known as raise Verida Drive West) as said line is shown on said map of Tract 6098, and a line drawn from the Enstorly line of Lot 1 in Block 1613 of said tract in a generally Enstorly direction and paraliel to the straight section of said Northerly line of Granvia Le Costa and 10 foot Mortherly therefrom, enclosing an area of 6.072 acro, more or lead. L, M, O, P, C, B, Z, S, M and X of said Tract 6985. . . Iten 4. (a) Lots B, F, O and S. of Truch 6886; as per emp recorded in Book 63, pages 77 to 80 includive, of Maps, records of said Los Angeles County. (h) Lots H and W of said Tract 6088, except those portions thereof lying between the Southerly line of Granvin La Coata (now known as falss Verdes brive West) as said line is shown on said map of Tract 6886, and a line drawn parallel thereto and 34 feet Southerly therefrom, extending from the Morthansterly line of sold Lot H to the Southmeaterly line of said Lot W, enclosing an area of 0.271 acre, more or less; and also except those portions of said lots H and W described as follows: Boginning at a point in said line drawn parallel to the Southerly line of Granvia La

Coata and 34 foot Southerly therefrom, anid point being distant 79.04 feet in

19: 40" Heat 100 feet to the point of beginning, emergeing to are brown by deed recorded in Book 10326, page 268, of Official Records of 1887 points of impoles County, for a storm-value drain ditch, approximately twenty (20) feet in whith, that up the portion of said Lot ; of Tract 7540 described as Item 5 (a) (1) above, and Lying to the North of a certain three (3) foot essement for an electrical conduct described in said recorded deed, between said last-montioned dusument and a straight line drawn from the Hortheasterly corner of said portion of Lot A, Westerly, to intereset the Westerly line of said portion of Lot at a point distant 7.60 feet Southenstorly from the Morthwesterly corner of said portion (2) An easement, heretofore reserved to the Grantor herein, for a storm drain ever and across that portion of said bot A of Tract 7540 described as Iben 5 (a)(2) (c) Lot B of said Tract 7540, except that portion thereof described as rolls, Boginning at the Southonaterly corner of Lot 14 in Block 1730 of said tract; thence North 69° 00' cof East along the Easterly line of Lots 14 and 15 in said Block 1730, 100 feet to the most Restarly corner of said Lot 15, said corner being a point in the Bouten ly night-or-way line of Wie Componing thomse South 449 000 000 East along said right-of way line, 16 feet to the beginning of a curve concave to the Northeast and having a radiu of JoS.17 feet; thence Southeasterly along said curve, and continuing along said rightof-may line, 25 fact to a point thought (a radial line to said curve at said point bears North 41" 22' 01" East); thence South of the 20" West 222 feet; thence South 85° 45' (10 Wast 44.29 foot, more or less, to a point in the Westerly line of said not 8; thence have 14° 000 40" East along said Westerly line, 60 feet to the point of beginning, enclosing a eres of 0.164 sere, more or less. (a) An essement, heratofore reserved to the country herein by dood recorded in Book 10326, page 288, or official metric of daid los Angeles County, for a storm-water drain dited, approximately twenty (20) feet in width, through the portion of said Lot 8 of Tract 7560 described as Item 5 (a) above, being in and over that portion of anid not h described un follows: . Regiming at a point in the Wester: line of anid portion of not B, distant 43.50 feet fortheasterly from the Southwesterly corner of gald portion of Lot B; themes Easterly, interporting the Easterly, line of sail portion of Lot B at a point distant 37.8 feet Northeasterly from the Southeasterly corner of said portion of Lot B; themse North of" 49' 20" East along the Easterly line of said portice of Lot. 1, 20.50 four; thomas Northely for a steright limb to the Southbusterly of nor of Lat 14 in block 1720 of mid tract; thence south 140 604 400 West along the sea. torly line of said perties of Lot 8, 20.5 feet, more or lune, to the point of buginning . (a) Lot E of said Tract 7540, except that parties thereof described as follows: Reginning at the Northwesterly corner of Let 1 in Block 1630 of Tract 7142, as per m recorded, in Book 82, pages 23 and 24, of Maps, records of shift Los Angeles County; theres Marth 45° 18' 36" East along the Northwestorly boundary of said Lot 1, 313.70 feet to the most Northerly corner thereof; thence South 60° 37' 10" West 123.53 feet to a point in said Lot's; theree Bouth 25° 16' 40" root 100,02 feet, more or less, to the point or w ginning, enclosing an area of 6.05 acre, more or less. . . Ibm 6. Lot 5 of Tract 1005 as nor map recorded in Book Tol; pages 9 and 10; of Baps, records of said Tes Angeles Itey 7. Lots A, B, C, D and B of Tract 19624, ins per map recorded in Book 163, pages V to 9 inclusive, of Maps, records of said tos Angeles County. und reagrylug therefree eny and all streets, alloys, walks, reads and/or highways abacti or adjoining said realty and all land mithin or under same, and the eandments and rightsof-way hereinafter referred to. It is the express intention of the parties hereto that title to all land under or within all streets; alleys, walks, roms and/or highways abstting or najoining anid resity is reserved unto the Grantor hordin, its successors and assigns, and the Grantes herein sequires no interest therein by virtue of this deed.

(4) a

This conveyance is made and accepted and said realty is hereby granted, subject to State and County taxes now a lien and now due and/or delinquent and to any and all rights and onserents of record, but without warranty on the part of the granter herein of any kind or character, either express or implied, as to any matters not contained or referred to herein; and upon and subject to each of the following provisions, conditions, restrictions and accommands, to-wit:

1. The express condition that the Granter herein is not responsible on limble, in may way, for any industment, representation, agreement, condition or stipulation not set forth herein, or in deeds of record heretofore conveying said realty and rights and excounts applicable thereto, or in the Declarations of Re-

indeed of Basic Protective Readed mor, recorded in Book 2360, page 231 of Official Records of seld los Angeles Con and America, duance by Bank of America, duance or in interest to said Commonwealth Trust Company), recorded in Book 2040, page 27 and in Book 4019, page 274, respectively, of said Official Records; and in Declaration No. 2, reworded in Book 2008, page 200, in Declaration No. 4, recorded in Book 2966, page 248, in Declaration No. 5, recorded in Book 2863, page 364, in Declaration No. 6, recorded in Book 2779, page 124 and in Declaration No. 12, recorded in Book 4803, page 175 of said Official Records Loads reclarations having been executed by said Bunk of America); and in Declaration No. 27 ferented by Bank of Italy Battonal Trust and Savings Appociation, successor in interest to said bank of America), recorded in Book 8134, page 281 of anid Official Records; and g. americant no. 3 to anid Daclarations Nos. 2, 4, 5 and 6, reported in Book 4010, page gra, and in Grandment no. 6 to said Declarations Nos. 5 and 6, recorded in Book 5583, pere R: of said Official Records (said Amendments buving been executed by said Bank of isorical; and in those cortain conveyances examined by said Bank of America to Grantor migola and recorded in Sonk 3490, may 270 and in Dook 4659, page 123 of maid Official assords, executed by oald Bank of Italy Unticon I Trust and Savings Association to Granton percin and recorded in Book 7572, page 276 and in Book 9357, page 253 of seld Official iscoria, and axecuted by Bank of America Kational Trust and Savings Association to Granta prain and recorded in Pools 11605, page 104 and th Rock 13900, page 308 of ante official "Manufa, whereby there was established a general plantfor the improvement and development (4)b of said realty and other property described wid/or referred to in said Declarations of fu strictions, and provisions, conditions, restrictions, reservations, hims, charges, casegata and coverdate were fixed, including the asterdishment, maintenance and operation of fired tordes Robes Association, a California corporation, and of the Art July as therein portion, subject to which said property and/or all parcels thereof mould be sold and or rayou and all of said provisions, conditions, restrictions, reservations, liens, charges, present advanced bear encountered that a principle of the convergence and exception of the edition of user said realty as fully and completely as if herein set forth in full. 3. That, ex cept as horotrafter provided, said realty is to be used and administered forever for park and/or recreation purposes only (any provisions of the Loclarations of Restrictions above proceed to, or of any acordinates thereto, or of any prior conveyanous of sold realty, or 4. The boundaries of the property beresafter containly known as "Seles Verdes Estates". year is to eny, ather the commerces of the greater ample patity, of Tracts 6891 and ely of acta ton involon founcy, and of eny other property that may be under the jurisdic was of acid raios forder Somes Association), under such regulations consistent with the or conditions sot forth in this good an may from this to time horeafter be detablished is to contespositly or other body unitably conditional by invite take, held, established a sepulate public parks, for the curpose of suforwarding said realty and any vegetation The improvements the form from the age or deterioration, and for the further purpose of consciing the realigness of said balos Verdes hetates from any uses of or conditions in o in mid really which are, or may be abtrimental to the execution of the religiboration; in ; that any portion of main realty, afthe no which to hemited to the united States of Smorten, the State of Sallfornia, or ignary public authority, and salegils used ice governmental purposes, may with the written approval of the comer of the reversionary rights provided for herein, and the Art Jury, be specifically excepted from this prevision resulting anchesive use thereof for park and/or recreation purposes. (E) That the eas cent in specifically remorved to folios Verdes homes Association and its successors in infarout to outsettial and saintial amon reasonable mentar of water rates and other public. militten as to it may seen advisable to and over said realty in a manner not incondisten it, the purposes for which said roulty is hereby conveyed. (c) That right a-of-may fo and purposed are reserved upon and across Item 5 (a) of said mentry to provide access to tertain streets from properties of the Felow Verden Water Co., as follows: (1) to Via wate from "Pump Bouse Wo. 5" whose loods on in described in paragraph (2) under said tion 5 (a); to Tin Memon on Via Campbaine Prop "Main Fromoure Break" whose location is excelled in paragraph (3) users said (too) 5 (a); and (5) to bot E of Tract 7142, as per rep recorded in book 02, pages 83 and 84, of Maps, records of said Les Angeles County, ever which lot a further right-of-way continues to Via Riccon, from "No. 5 Reservoir"

for conveying cleabring sudger, in for conveying cleaterid success, in and over said Love! Delicition of delicition co. dated February 6, 1825 food grantor herein to Scullery delicities without co. (2) The son-exclusive easements are reserved to Southern California Edlaph Co., Ita. for the uso maintenance and replacement of an underground conduct system, to be used for conveying electric energy, in and over said Lot & of Tract 6885 and said Lot A of Tract 7540, as per deed dated June 10, 1927 from Grantor herein to said Edison Co.; and also in and eyes suid Lote B and E of Tract 7540, as per dood dated September 7, 1932 from Grantor herein to sain Edison Co. (3) That non-exclusive easoments are reserved to hascolated Polyphone Co., Ltd. for the use, maintenance and replacement of an underground telephone occ. duit system, in and over said Lot Q of Tract 8885, said Lote A, B and E of Tract 7540 and said but A of Track 10824, as per dood dated petabor 3, 1929 from Grantor herein to sald Telephone Co.; and also in and own said for E of my whom ..... suptember 7, 1932 from Grantor herein to wald Telephone Co. 4. That, except as recylded above, no buildings, structures or concessions shall be exected, swintnines or possitted upon anid realty, except such as are properly incidental to the convenient and/ propos use of said realty for park and/or recruition purposes. . C. That, except ex provided in paragraph 5 horoof, anid realty shall not be sold or conveyed, in whole or to part, by the Grantae mercin except subject to the conditions, restrictions and reservations sot forth and/or referred to herein and except to a body suitably constituted by law to take, hold, maintain and regulate jubile parks; provided, that portions of selfrealty may be dedicated to the public for parkway and/or street purposes. said menicipality or other body having jurisdiction may, by and with the written approved of Palon Vordee Art Jury first obtained, pormit the owner of a lot statting on acid resily to construct and/or maintain gaths, stops engled ether landscape improvements, as a new of egrens from and ingrees to maid let or for the improvement of views therefrom, in such a swither and for aust length of tipe and under such rules and appointions on will not, in the opinion of gold conteipning or other body and of pales Varios art dury, impair or interfere with the use and maintaining of wold roubly for parking/or regrention purposes es herelabefore set forth. 7. That none of the conditions, restrictions, coverants ; and rederentions not forth in paragraphs 3 to 5, inclusive, hereof may be changed or most; fied by the procedure established in Section 3 of Article VI of said Declaration of hetabliquement of Anate protestive deatrickies, and in that corbin section, entitled "esse ficultion of Montrictions", of Meclarations lost 2, 4, 5, 6, 72 and 27 of Establishment of Local Erotective Rentrictions hardmareve referred to. Provided, that a breach of en of the provisions, conditions, restrictions, reservations, hiera, theraps and covenants sot forth in paragraphs 2 to 7, inclusive, heroof shall cause said realty to revert to the Granter horatny or its successor in interest, he even of the reversionary rights ber in provided for, and the disincorporation of the Orantes herein as a municipality or the dissolution of said body referred to in paragraph 5 hereof (in the event of the trunsfer of the of data realty thereto) while in like manner cause hard realty to revert to the drenter herein or its successor in interest, and the event of such reversionary rights : shall have, the hight of landlate result, apply said realty in the event of any such breach and in the event of such disincorporation or dissolution, and, as to such lot and/or parcell drains of half property or other property described and/or referred to 1: anth Declarations of Boatrictions, the said provisions, comittions, reatrictions, resersultions, Items, obarges and covountd shell be covenants running with the land, and the broach of any thereof or the continuence of any such breach may be enjoined, abuted or remedied by appropriate proceedings by the Grantor herein or its successors in interest, or by such other lot or parcel owner, and/or by any other person or corporation designated in onic Decimentions of Bostrictions. Provided, Also, that by the acceptance of this conveyance the grantee agrees with the Granter that the reservations, providers, conditions, contrictions, liens, chargon and devenants hardin set forth or mentioned are a part of the general plan for the improvement and development of the property described and/or referred to in said Declarations of Restrictions, and are for the benefit of all of said property as described and/or referred to and each owner of any land therein, and abil) inure to and paus with naid property and each and every parcel of land therein, and shall apply to and bind the respective suscensions in interest of the parties hereto, and are, and each thereof is, imposed upon said realty as a servitude in favor of said property and each and every percel of land therein as the dominant tenement or tenem

Hammond Sadler State of California County of Los Angeles) un: On this 14 day of June 1950, before ce, Lillian Tarone, a Motory Public in and for said County, personally appeared Whate-Br TRAY, Val E. Miltenberger, known to me to be the Vice-President, and Everett M. York, anoun to me to be the Secretary, of Palos Verdes Homes Association, the corporation that executed the within instrument, known to me to be the pursons who executed the within instrument on bonelf of the corporation therein named, and acknowledged to me that such comparation executed the same. Mitness my hand and official seal. (coal) for the County of Los Angeles, State of Galifornia. By Commission Expired raios Virdes Romes Association, a california corporation, in consideration of Tan Doljura (\$10.90) to it in hand paid, receipt of which is hereby acknowledged, does hereby eant to the city of Pales Verdes Estates, a municipal corporation of the winth class of and State of California, its successors and assigns, that cortain real preparty in the tounty of Los Angeles, State of California, horainafter referred to as "said realty", de seriesed as follows: ... Item 1. Lats 4, B, C, D, R and F of Freet 6883, as per cap recorded in Book 77, pages 73 and 74, of Maps, records of said bes Angeles County. Itom 2. (a) Lots A, B, C, D, E, F, G, H, J, E, E, H, E, P, Q, S und U of Tract 6887. 46 per map recorded in Book. 96, pages 23 to 32 inclusive, of Maps, records of said Los wgoles County. (b) Lot o of said Tract 6887, axeapt that portion thereof lying botown the Easterly line of Granvia Valabate (how known as Palez Verkles Brize North), as shown on said map of said tract, and a line drawn persilol to said instorly line and its gently prolongation, and 14 feet Easterly therefrom. (c) Lot R of only Track 6987 except that portion thereof dying between the Seatscir like of Crabvia Valcenta (new know to pales Veries Trive Herbal, an anown on said map of said tract, and a lim drawn parallel the gold Westerly line and the Southerly prolongation, and 19 test Westerly therefrom Her S. Lots A. B. S. D. S. F. 6 and E of Sract V143, as nor man recorded in Book 98. p. es 66 to 51 inclusive, of Emps, records of sold los angeles County. restricting therefrom the and all atreets, elloys, walks, reads and/or bightage atachting or empetring hald realty and all land within or under same, and the experients and rights way hereinalter referred to. It is the express intention of the parties hereto that erro to all lung water or within all streets, alleys, make, reads and/or highways abutthe, or adjoining usid realty to recoved unto the Grentor herein, its successors and ma-I'm!, and the grantee herein scattered in interest therein by winter of this deed. with conveyance is under and accorded and gate realty is herely greated, subject to state and County bares now a time and now due and/or colleguent and to any and all rights m pasements of whome, but without serranty on the part of the dranter herein of any Eled or character, althor express or lighted, he be say matters not contained or referred ic impoin; and upon and subject to each of the following provisions, conditions, restrictions and coverages, to-wit, it 1. The express condition that the dranter hards is not secondide or Mario, Arrang way, for any industrant, representation, agreement, condition or selectation not set forth horsen, or to cooks of record torotofore conveying said realty and rights and onserants applicable thereto, or in the Techarations of Restrictions horeinafter sentioned. .. -2. Each and every provision, condition, restriction, recervation, lion, charge, eagment and covenant contained in the beclaration of Eatab-Helmont of Basic Protective Restrictions executed by Commonwealth Frunt Company, as own er, recorded in Book 2560, page 231 of Official Egeorda of said Los Angelos Coupty, and community Nos. 1 and 3 thereto (executed by Bank of America) successor in interest to se C. Journamen ith Trust Company), recorded in Book 2940, page 27 and in Book 4019, page 71, respectively, of said official Records; and in Coeleration No. 3, recorded in Book 300, page 214 and Declaration No. 9, recorded in Dook 3448, page 146 of onld Official cords (said factarations having been accounted by antil Bank of America); and in Amendand No. 3 to said basinguiton No. 3, recorded in Book 4019, page 274, and in Amendment. to, 6 to mild beckerations kgo. 8 and 7, recorded in 1908,6593, page 23, of mild Official records (said Amondments having been executed by the Early of America); and in those cor-tain conveyances executed by said Bank of America to Symbon herein and recorded in Beet

erakiono, iliona, chargos, ensonants and corenarios were Maintenance and operation of Palps Vordes Hoses Asse and of the Art Jury as therein provided, subject to phreeis thereof abould be cold and conveyed and all of said provisions, conditions, restrictions, reservations, lions, charges, essements and covenants are hereby made a part of this conveyance and expressly imposed upon said 3. That, er. realty as fully and completely as if horsin set forth in full. cept no hovelmarker provided, asid realty is to be used and administered forever for perand/or recreation purposes only (any provisions of the Declarations of Restrictions atoms referred to, or of any amendments thereto, or of any prior conveyances of said realty, or of any laws or orthogons of any public body applicable thereto, to the contrary notwithstanding), for the benefit of the (1) residents and (2) non-resident property owners within the householder of the property heretafore beamenly known as "Falca Verdon Estates" (that is to ony, within the boundaries of the drawies musicipality, of Fracts 5981 and 8502 of said too Angeles County, and of any other property that may be under the Juristic. tion of said false Verdes Forces Absorbation), under such regulations consistent with the other conditions not forth in this deed as may from time to time horomiter be established by said numberpality or other body suitably constituted by law to take, hold, maintain and regulate public parks, for the purpose of enfoquerding anid realty and any vogotation and/or improvements thereon from damage or deterioration, and for the further purpose of protecting the residents of said Peles Verces Estates from any usen of or comultions to or upon said realty which are, or may be, detrimental to the amenities of the neighborthood; provided, ... in The any portion of said realty, title to which is acquired by .. the United States of Smerica, the State of California, or by any public authority, and which is used for povermental ranpoppy may with the written approval of the emmor the reversionery rights severaled for severa, and the art bury, he specifically exempted then this mervision reduiring exclusive use thereof for park and/or recreation purposes. (b) That the encountry is specifically reserved to Falor Vardon Homes Association and standard of independent documents and interest of the particles of the standard of the standar mains and other public stilltles as to it may soon advisable in and over said realty in a manner not inconsistent with the purposes for which said realty is hereby conveyed. (c) That researchistive argaments are resource to Southern Galifornia Edison Co., 114, for the use, maintenance and replacement of one line of poles with the usual appartuge 🦿 ances, to be most for tonveying clustric energy, in and ever anil lot a in Track 6887, as per good dated January 15, 1966 from Crambor moroto to seld Edinon Co., also in and conandd Lot 8 in Frast 6883, an per most dated Jum 20, 1927 from Granter herein to bath (d) That the railedings and appartamences of the inles Veriga Eiding Edit doi: Co. Academy, incluible on portions of mild for a or tract cher and eals not a of tract Vist, mey to louged to a private operator or operators, and the privileges thereof shall always he avaitable to the property emiers, both resident are non-regulars, of said paper Version Matatas, na above delimited, on at least as favorable terms, as are granted to the 4. That, except he provided most favored patrons of said Riding Acadety. above, be buildings, attractures or concessions shall be erected, raintained or permitted upon suitd realty, exampt such as are properly incidental to the convertent and/or proper 5. That, except as provided use of anid roulty for part and/or respection purposes. in paragraph 3 hereof, said realty shall not to sold or conveyed, in mode or in part, by the Grantua hardin except subject to the conditions, restrictions and reservations forth and/or referred to hereits and except to a body custacty constituted by law to take, huld, maintain and regulate public parks; provided, that portions of said realty may be 6. That said municipality dedicated to the public for purious and/or stroot purposes. or other body having jurishetion may, by and with the written approval or Fales Verdes' Art many first obtained, parait the coner of a lot shitting on sold realty to construct and/or maintain paths, stops and/or other landscape improvements, as a means of egranfrom and ingrees to said lot or for the improvement of views therefroe, in such a manner and for such longth of time and under such rules and regulations as will not, in the entr ion of said municipality or other body and of valor Verden Art Jury, impair or interfere with the use and maintenance of suid realty for park ana/or recreation purposes, as here 7. That none of the conditions, restrictions, covenants and Inbefere set forth. recorrections set forth in paragraphs 3 to 6, inclusive, hereof may be changed or medified

is, restrictions, reservations, lieus, charges and sprea forth in paragraphs 2 to 7, inclusive, horout shall games said realty to revort to the mantor herein, or its successor in interest, as owner or the reversionary rights herein provided for, and the disincorporation of the Grantee nerein as a marriantity of the association of said body referred to in paragraph 5 hereof (in the event of the transfer of any of shid roulty therete) shall in 12ke conner cause said realty to revert to the member herein on its successor in interest, and the amer of such reversionary rights enall have the right of immediate recently upon said realty in the event of any such breast at in the event of such distincorporation or dissolution, and, as to each lot and/or par-31, owner of said property or other property described and/or referred to in said beclare tions of mostrictions, the said provisions, conditions, restrictions, reservations, liuma planges and covenants shall be covenants running with the land; and the breach of any thorops or the continuance of any such breach may be impaired, abated or remarked by approprieta profeedings by the Grantor hopoin or the susquesors in interest, or by such eshor lot or jureal owners and/or by any other person or corporation documented in maid Provided, Also, that by the acceptance of this n lerations of Hastelettons. corresponde the Grantee agrees with the Grantor that the reservations, provisions, conditions, restrictions, lions, charges and covenants hareis act forth or mentioned are a art of the general plan for the improvement and development of the property described. me/or referred to in said Sectarations of Contributions, and are for the complit of all of said property as described and/or referred to and each exper of any land therein, and deals thurn to und cases with hald property and outle and every percel of land therein, in stall apply to and blad the reopportion our courses in interest of the pirties hereto, and, and such thereof is, imposed upon said realty as a serviced in feetr of said reacty and each and every furget of lane therein as the dominant tenement or transmitted is attness manpor, pales forche Home againstation has council tits doed to be buly control, by the officers thereogets dary kurportees; they with day of mixe; 1990. falog Verdes Homes Association Visa President Visa President Visa Secretary The Park in Recrention reach of Falor Verder comes Association hereby expressed approved and profiled to the execution of the European Ready. Remand Sadler Customer on this is any of mum 1986, before me thity of criticonia County of Los Angelesisci Egylan Turmo, a Mothey fublic in and for mate County, possecolly appeared distant, Bray it .. Milthaborgar, known to m. to he pm Wice-President, and Evaratt M. York, known to to to so the fourthery, of Relea forgos licena Association, the correlation that executed as attion destroyments, known to see to be the personn was executed the edition instructions that of the corporation thereth mand, but activated at to me that with corporation (Spill to the county of Log (m. sleet) of California, Ty Constanton Expires Dec. 1. calos forder honos association, a Carlifornia corporation; in consideration of Ven Dol. (6) in (vis. 50) to so in hand putil, remaint of which is haroly noticeal algebra despitately sent to the Alty of Palon Various Entaton, a municipal desponation of the sixth class of 3.4 State of Cellifornia, its subsequence and meating, that certain real property in the welly of Los Angalou, State of California, hardinafter reteired to an "maid remary", dewired up follows: Item 1. Let n of France 6859, an par map recorded in Book 83, a not at to 84 inclusive, or Maps, records of said Los Angeles County; and int a of said Commencing at the mont treet, except that norther thereof described as retlems: Company carner of Lot 1 in whese 1979 of main tract; thence South 688 881 109 East, The time northeasterry line of tall lot, 60, 34 foot to the time point of beginning of Win conceletion; thousa, continuing along the Northeantonly boundary of and lot, South he let so" final could fast to the bestering of a curve concave to the lighterist and hav the crading of 165 frob, and Southeamborly along said curve 183 and the the and there at thoses, locaton sold Berthoustorly coursery and along a radial line to said curve, arthering 12' 17" fant 50 foot to the Dogtrating of a curve common to the Routhaust, con contrie with unit lant-montioned curve and having a radius of 115 feet; themse Easterly slong said ourse 20.10 fact to the end thernof (a radial line to said curve at said point touring South 10° 424 17" West); thouse in a direct line across said Lot A, North 52° 35°

oorded in Book 88, pages 10 to 15 included the land Itom 3. (a) Lot B of Tract 7555, as par map recorded in Book 86, pages 48 to 50 inalusive, of Maps, records of said Lob Angeles County. (b) Lots C and J of said Tract 7536, except these partions thereof lying between the Southerly line of Granvia In Costa (now known as Pales Verdes Drive West), as shown on said map of said tract, and n line drawn parallel therete and 50 feet Southerly therefrom. (c) Those portions of Lots D. E and F of said Tract 7536, described as follows: Boginning at that point which is the most Southerly corner of said Let D and also the most Westerly corner of anid Lot S; thence North 62° 24' 15" East 862.54 feet to a point in said let F; thones South 27° 351 45" East 120 foot to a point in said tot B; thence North 66° 361 35" Last 621.96 feet; thence North 32° 18: 15" East 617.25 feet; thence North 63° 30' West 240.3c foot; thence North 620 681 West 130.77 foot to a point in said Lot 7, Which 19 the bests. ning of a curve comeans to the West and having a radius of 527.15 feet (a radial line to unid curve at said point bearing North 83° 17' 32" East); thence Northerly along said. curve 74.61 foot to a noint in the Northerly line of said Let D, in a curve cancave to the Southoust and having a radius of 35 feet in rental line to said curve at said point bearing north 449 291 Com Fost); thence forther storty along said curve 4.51 foot to He. beginning of a curve concave to the Sorthwest and having a radius of 135 feet; thence Northeantorly along said curve 20.71 feet to the most Northerly corner of said bot D, which corner is also the intersection of two cornes in the Westerly line of said Lot ?. as shown on anid map; thence along the Westerly boundary of said Lot F to the Northwest torly corner thereof; themes along the northerly, Easterly, Southeasterly and Southwesttorly lines of said not h to the point of beginning, oneloging an area of 8,27 acros, may or long. (A) Lot m of maid Truck 2500, except that portion described as follows:

Commondia, as the Englanty terminals, of that cortain commaning the Southerly boundary of said Lot ii; having a length of 190,00 foot and a boaring of North 210 161 25" Stat; as shown on daid map of mild tract; thomas North 14º 24! 28" gast 124.10 fast to the true point of beginning of this description; there should not you was 100 feat; thomes North Gay Dit to" must we rest; themes south 654 54, 40" East let feet; themes South 64° 95' 80" West 75 feet to the point of beginning, enclosing an area of 0.160 Excepting and remorving therefrom any and all streets, alleys, Acre. more or lang. walks, roads and/or highways ababting or adjoining anid roalty and all land within or and on store, and this conferent starts rights-of-may digrest after referred to. It is the onprose intention of the parties regions dance title to all land under or within all streets, allays, walter, routs and/or highways abotting or adjoining said roulty is recoved this the Grenter herein, the successors and analyse, and the Grantee herein ecquires no la Wis convoyance is rade and accepted and terent therein by virtue of this deed. entif couldy be hemoty granted, but feet to State and County taxes new a lien and new que. and/or delinewest and to any and all rights and ensemble of retord, but althout warracte on the part of the arantor herein of any kind or confector, of the express or implied, as to any rathers out contained in referred to tareth; and inpo and implicit to each of the condition that the health herain to not remainable or liable, in may may, for any inexempent, representation, agreement, condition or elimination not set forth herein, or In deeds of renord heretofore conveying enic really and rights and seatments applicable thorato, or in the Poclarations of Mastrictions bereinafter mentioned.

2. Each and every probleted, condition, restriction, reservation, lien, clarge, coarsement, and coverent contained in the Legislantics of Establishment of Scale Probective is: attrictions executed by Commensanth, Trust Company, as owner, recorded to Sook 2000, page 231 of Gaileful Records of and Los Angeles Scanty, and Amendments Fos. 1 and 5 thersto (executed by Bank of America, autocomer in interest to used Commensath Trust Company), recorded in book 2000, page 27 and in Book 3019, page 274, respectively, of said Official Records; and in Declaration Ho. 2, recorded in Book 3010, page 2011, in Popularation No. 1, recorded in Book 3113, page 194, and in Commention No. 25, recorded in Book 16017, page 300, of said Official Records (said Declarations Nos. 9 and 10 having sees executed by said Sank of America, and anid Booknation, Falos Vardos Ratatos, Inc. and Grantor hardin; and in Americana Academy Americana Amer

a renorded to Book 14660, page 277 of maid official b ished a general plan for the improvement and development of said realty and other proarty described and/or referred to in said Declarations of Restrictions, and provisions, miltions, restrictions, reservations, lique, charges, exements and covenants were including the establishment, maintenance and operation of Palon Verden Hames Assoation, a California corporation, and of the Art Jury as therein provided, subject to nich said property and/or all parcels thorsof should be sold and conveyed and all of said cylsions, conditions, restrictions, reservations, liens, charges, easiments and covenete are horoby made a part of this conveyance and expressly imposed upon said realty as many and completely as if herein not forth in fall. 3. That, except as hereinfter provided, nath roulty to to by used and administered forever for park and/or rocretion purposes only tany profisions of the Declarations of Restrictions above referred s, or of any amandments therate, or of any polor convoyances of said realty, or of any esa or ordinances of any public body applicable thereto, to the contrary not that analys by the benefit of the (1) residents and (3) non-resident property swars within the outputtos of the property peretofora componiy known to "Palos Verdos Estatus" (that is , say, within the boundaries of the Grantee municipality, of Tracts 6981 and 9302 of sai ys Angolos County, and of any other property that may be under the jurisdiction of said sice, Vertice Romes Association), under such regulations consistent with the other condiions not forth in this doed an may from tire to time horsefter be established by said ariespality or other body auttauly constituted by law to take, hold, emintein and regiate public parks, for the purpose of anfoguarding each realty and any vegetation and/or enroperionts thereon from dumin or deteriornisten, and for the further surpose of protect of the residents of said raics Versed Estables from any mass of or conditions in or upon ate realty which are, or may but detrimental to the acception of the neighborhood; proided, (a) that any portion of said wealty, title to which is acquired by the whiter thise of smarley, the state of Childennia, or by any public authority, and which to set for governmental susposes, may with the written approval of the comer of the revorissay rights provided for herdin, and the Arb. Juny, so opositionly, excepted from this evision requiring exclusive use thereof for park and/or researchion purposed. met the management is appositionally received to Fules Verdee Forces Association and its succorors in interest to substitute and interest onen reasonable mission of anterestan unigar provide addition of to iteray now advisoring in any order and routly in a manner. is inscribilated with the purposus for which hade really to herely conveyed, except that Mar the terms of case supposed Bunk of America Hattern's Trust and Savings Association all be allowed, eithout Author approval, to establish me estatished attition in over acid realty as an inclusit of the seculepsent of neighboring permanty ..... (c) Smit stelling-of-may for road perposed ere reserved when and across there & (t) and el or cald realty to provide account a Palon Vordes brive West and/or via Bersonds from .. o fump House" of the Palus Jurdes Water "or, whose location to describe in said (a) Ant a non-exclusive equipent to reserved to Southern California tion Co., Ita. for the use, maintenance and replacement of one time of poles with the and apportaneously, to be used for conveying electric energy, in and ever said but it of met 7556, as per dand dated dummary 10, 1986 from Spanter bordin to anid edition Co. 3 4. That, except an provided above, no buildings, structures or concentions shall be rected, maintained or pointited upon said realty, except such as are properly incidental e the conventant and/or proper use of and realty for park and/or recreation purposes. s. Maks, except as provided in paragraps 3 harder, said resity shall not be spld or owogon, in whole or in part, by thin Grantge herein except subject to bie conditions, estrictions and reservations not forth and/or referred to merein and except to a bedy estably constituted by law to tude, hold, and stain and regulate public pages; provided, that portions of said roulty buy be undiented to the public for purkacy and/or stroot 6. That said municipality or other look having jurisdiction may, by and with the written approval of Pales Verdos Art Juny first obtained, permit the owner of a ct restring on said realty to construct and/or entatain paths, steps gud/or other landsense improvements, as a manus of expens from and ingress to said lot or for the improve ent of views therefree, in such a manner and for such length of time and unfer such rule mi regulations as will not, in the opinion of said municipality or other body are of ales Verdee Art Jury, impair or interfere with the use and maintenance of said realty

cle VI of said Declaration of Establishment of all Proceedings to Louis Proceedings to 10 and Declaration of Establishment of Louis Proceeding Heat it in 2 of said Declarations Heat, [1] [1] and 36 offers Distinguish and Items Proceedings Heat it in 2 of said Declarations Heat, [1] [1] and 36 offers Distinguish and Items, restrictions, restrictions, reservations, lions, charges and agreements set forth in paragraphs 2 to 7, inclusive, hereof shall cause and realty to report to the Granton hardin, or its successor in interest, as owner of the revortionary lights herein provided for, and the distince proceeding in like latinger and the Granton as a municipality of the desolution of said bedy referred to in paragraph 5 hereof (in the event of the transfer and the owner cause and realty to report to the Granton herein or its successor in interest, and the owner of such reversionary rights shall have the right of involute to contry upon said realty in the event of any such breach and in the event of such distince properties or dissolution, and, as to each lot ant/or parcel coner of said property on other property described and/or referred to in said Declarations of Restrictions, the said provisions, conditions, restrictions, reservations, lians, charges and covenants about we consider the individual of any thorough or the continuations of any such breach stay be an joined, and the breach of any thereof or the continuations of any other person or corporation designated in said beclarations of Restrictions.

Provided, Also, that by the neceptance of this conveyance the Orantes agrees with the Crenter that the reservations, providens, conditions, restrictions, lions, charges and covenants herein set forth or mentioned are a part of the general plan for the improved and development of the property described and/or referred to in said Declarations of reserved to and nach across of the benefit of all of said property as described and/or referred to and each across of say land they aim, and shall insect to and pass with said property to and across of the parties therein, and shall insect to and bind the respective successed in interest of the parties hereto; and are, and such thereof in, imposed upon said realty as a servitude in favor of said propenty and each and every parcel of land therein as the dealthant teniment by typechents. In Witness Whereaf, Pales Verden Econo Association has caused this dead to be duly executed, by its officers thereunted duly authorized, this 14th day of June, 1940.

(Sonl)

The Park and Recreation Board of Palos Verdes Acmes absolution hundry expressly approved and consents to the example of the lorogoing deed.

Martina Sadler Chairman

State of California County of Los Angolea) on this 14 day of June 1930, before mo, lillian Torone, a Motary mublic in any for anid County, cornenally appeared Civia.k.

Bray, Val E. Milambarger, known to me to be the Vice-Irgsident, and Everett M. York, known to to to be the Secretary, of Pelos Verdes Homes Association, the corporation that excessed the within instrument, known to me to be the persons who executed the within instrument on boleals of the corporation therein named, and acknowledged to me that such corporation executed the same. Witness my hand and official seel.

[(Seal) Lillian Throne Retays Public in and for the Country of Log Angeles, State of California Er Country of Explication is of Page 1940.

Palos Vardes Homes Association, a Californic corporation, in consideration of Ten'tellurs (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, Joas hereby Crant to the City of Palos Verdes Estates, a numicipal corporation of the sixth class of the State of California, its aucressors and assigns, that cartain real property in the County of Los Angoles, State of Culifornia, hereinsafter referred to as "said realty", described as follows:

Itam 1. Lots A, B, C, D and E of Tract 6988, as per map recented in Book 100, pages 67 to 72 inclusive, of Maps, records of said Los Angoles County.

Itom 2. Lobe 5, D. F and C of Tract 8890, as pur map recorded in Sook 100, pages 80 to 85 inclusive, of Maps, records of said Los Angelas County. Itom 3. Lot A of Tract 7111, as per map recorded in Sock 84, pages 40 to 81 inclusive, of Maps, records of said Los Angelas County. Item 4. Lots A. B. C. D. B. F and K of Tract 7332, as ger map recorded in Book 102, pages 12 to 45 inclusive, of Maps, records of said Los Angelas County. Itus 5. (a) Lot E of Tract 7537, as per map recorded in Book 104, pages 12 to 15 inclusive, of Maps, records of said Los Angelas County, except that portion thereof lying between Blook 2800 and Block 2506 of said tract, and comprising an area

in lot 2 and comprising an area of Didb acro, more or less. Regiming at a point 1 of Blook 2307 of said Tract 7537, described as follows: the Westerly line of said lot 1, said woint being at the Southerly extremity of a cor in curve, concave to the West, having a radius of 698.32 feet and a length of 165.46 not; thence Korthorly along said curve 165.46 foot to the most northerly corner of said ot 1; thence, following the bourdary of said Let 1g. Bouth 59° 26' 48" Each 161.65 feet, acth 64° 45' 55" West 105 feet, South 56° 57' 10" Stat 185 feet, South 65° 56' Roat J. El feet to the reginalog of a curve condayage was northwest and having a radius of 45 est, Southwesterly along said compacts. 24 feet to the end thereof, and south 75° 14' to at 45.60 foot to the most Southerly comer of the parcel of land herein described; thence, essing the coundary of anid los 1, North 44" 291 33" West 316.77 feet, wore or lead, to so point of beginning, and caing an area of 1.12 agree, more or loads. animing therefrom may and nil streets, nileys, walks, reeds and/or highways shutting or sistains, seld realty and mil land within or ander sums, and the encoments and rights-oftile to all these under or within all stroots, alloys, walks, rouds and/or mightage abutthe or adjoining said realty is reserved unto the spentor herein, its succeeders and ention, and the grantee herein acquires as interest therein by virtue of this dood. This conveyance is made and accepted and said realry is hereby granted, subject to tite and County taxes now a lieu and now one and/or delirement and to eng and ell rights ad ensemble of record, but without warranty on the part of the draster hardle of any did or character, either express or inplied, as to any matters not contained or referred w mercing and drop and subject to each or the following previations, conditions, restrict thand covertable the wife. . . The express condition that the resider hardin to se reacondhia or liable, if all may, for any introquent, representation, extendent, w. Crico or otipulation not not forth forth, or in addit of resort hereturns conveyto sold racity and rights and emperoran emplication thereto, or in the locierations of estrictions hardinafted montloopie - 2: says and average exectation remaintent hear inputite gors, rescription, lies, charge, encarent and coverant contained in the loclaration of destributed of Frais Protective Contriction: executed is Commission Trais Comming, an omer, recorded in four 2560, map 251 of Official Seconds of tald Lad Angeles County, A Greenworth Mos. 1 and A progrets (executed to book of Arrive, suncourse in interpolin and Composerable trust very survey, respected to Hook 23st, who is and in pools 6019, but commendationly, of could distribute Recorder and in Contamition to, it, for book in Book o, 182,6 286, in Schemetol for 11, magnetic in host 1970, page 279, in Sectionation no econder to hear 1000, rame for, and in communities bes 17, research income a836, confidence said artisted Bosquen Could reclarations having pool another by said Banti of hereals and in Americant wo, a to east technology Re. 12, recorded in Reck 4019, page , and in Americant No. 6 to maid rectargations bear 8, 11, 14 and 17, resemble the Spec , pure the of said official disords lands to approve hering been executed by 1416 Bar porten); onto in this contain convertables executed by acts which of exected to transfer is and records to Book water, page 270 and in Book south, page 125 or west engigled essents, and executed by them of knowled instance Trust and Sevings Aspectation to Beanbo sensitive and recommer. In mock than the magnetic and an electrical techniques of the confident where to other any there and established a moderal plan for the languagement and development and territions etter property resembled and/or referred to in said sucherations of extrictions, and provisions, conditions, reservations, reservations, items, dances, in banks and development word fixed, including the establishment, animenance and operathat of fathe Verdea Heisen Admerstion, a california corporation, and of the Ph They as therein provided, subject to thick sale property and/er all parcula thereof should be end converged and nell of ania provisions, countries, restrictions, reservations, 110 which, amoremes and coverhant are hereby made a part of this derroyance and expressly deceased upon said realty as fully and completely ar in herein see forth to full. I. That, except as hereinafter provided, said realty is to be used and administered creasor for purk and/or recreation purposes only (any provisions of the loclarations of beforestens above referred to, or of may green menta thereto, or of any prior conveyances of call realty, or of my land or evitounces of my politic bony empticable thereto, both the contrary noted that and ing), for the benefit of the (1) residents and (2) non-resident property comers within the toundaries of the property herstofers conneally known as "ralen thin the boundaries of the Grantee municipality, of

after be established by eath municipality on saler body mutaking constituted by law to take, hold, maintain and regulate public parks, for the purpose of entangerding sead realty and any vectorious realty and any vegetation and/or improvements thereon from damage or deterioration, and for the further purpose of protecting the residents of said Pales Verdes Estates from any uses of or conditions in or upon said realty which are, or may bu, detrimental to the amenities of the neighborhood; provided, (a) That any portion of said realty, ti. the to much is acquired by the market States of america, the state of California, or by any public authority, and prioris used for governmental purposes, may with the written approval of the comer of the reversionary rights provided for herein, and the art Jury, apoelfically exempted from this provision requiring exclusive use thereof for park and/or recreation purposes. (b) That the engagent is specifically reserved to Pales Verdes Hama Association and its successors in interest to establish and maintain such reasonable number of water mains and other public utilities as to it may some advisable in and over said realty in a manner not inconsistent with the purposes for suith said i poulty is hereby conveyed, except that under the torms of this except back of America hational Trust and Savings Association shall be allowed, without further approval, to optablish and maintain such utilities in and over said realty as an incident of the Gerei opment of net Aboring property. 4. That, except as provided above, no brildings, structures or concessions shall be erected, instituted or parallted upon said venity, or except such as any property thatsoutal to the convenient and/or proper use of said reals. 5. That, except as provided is paragraph 3 for park and/or recrection purposes. horsef, said realty shall not be said or conveyed, in whole or in part, by the Grantes homein except subject to the conditions, readminitions and reservations set forth analog referred to herein and except to a body authority constituted by law to take, held, rain thin and regulate public parker provided, that portions of said really may be declicated. to the public for parkent and/or street purposes. 5. That said contespantly or enter body living juriouseston day, by and with Michaelthan appearat or fulor fergod het dur first obtained, possit the owner of a lat abitting on said realty to comstruct and/or withtein piths, along and/or other landscaps ligrovenetics, as a means of ogness from exingreus to said lot or for the improvement of views therefrom, in such a manner and for week longth of, time and under such rules and populations as will not, in the chinion of said mudicipality or other body and of lales Veries and July, inpair or interfore with the une and caluterance of said realty for park and/or recreation purposes, as hereinfor fore not forth. 7. That mone of the conditions, restrictions, coverants and recesvations and force in paragrephs 3 to 6, inclusive, horses may be changed or modified by the procedure quiablished to bestien 3 of Acticle VI of and Declaration of Retablishment of Papic Protective Restrictions, and in that contain mostics, satisfied "Restricttion of Memberstians", or Journations Hone 3, 11, 18 and 17 of Metallishment of Local fruitogilve Contrictions hereinshove referred to. Frovided, that 6 breach of any of the provisions, conditions, restrictions, reservations, Houn, charges and covenants set forth to paragraphs & to 7, Aschalve, hereof shall cause said coalty to revert to the desarter burels, or its successor to interest, as exper of the reversionary rights bereit provided for; and the disincorporation of the frantos narely so a municipality on the dissolution of said body referred to in paragraph 5 hereof (in the avent of the transfer of any of said realty therete) shall in like manner cause said realty to revert to the Grantor hardin or its alcommon in interest, and the owner of auch reversionery rights shall have the right of irrediate receiving upon said realty in the event of any such breach and in the event of wigh distincorporation or dissolution, and, as to each lot and/or parcel conor of anid property or other property described and/or referred to in anid Seclarations of Rostrictions, the said provisions, conditions, restrictions, reservittons, Items, charges and covenants shall be covenants rubning with the land, and the breach of any thereof or the continuence of any such breach may be enjoined, abated or remodied by appropriate proceedings by the grantor horsin or its successors in interest, or by much other lot or parcel owner, and/or by any other person or corporation designa-Frowlded, Also, that by the acceptance of ed in said Declarations of Restrictions. this conveyance the Grantes agrees with the Granter that the reservations, providers, conditions, restrictions, liens, charges and covenants berein set forth or mentioned are appart of the general plan for the improvement and development of the property described

agob thereof is, imposed upon waid realty as a servitude it i rty and each and every parcel of land therein as the dominant terement or tesements. In Witness Wooreof, Pales Verdon Homos Association has druged this deed to be duly couted, by its officers thereunto duly nutherized, this lath fley of nure, 1940-Palon Vordes Hows Association Val E. Wiltenberger Vice-Prosident Everett M. York Socretary 2081) The park and Recreation Board of Falos Verden Homes Association hereby expressly approves and consents to the execution of the foregoing deed. Hammond Sadler Cha liman tate of California County of Lon Engelou)so: On this 14 day of June 1940, before o, Lillian Throng, a Motary Public in and for said County, personally appeared Wille-Wray, Val E. Miltonberger, known to me to be the Mice-President, and Everatt M. York, noun to me to be the Secretary; of Pules Pordes Hones Ansociation, the corporation that costed the within instrument, known to no to be the persons who executed the within accomment on helplif of the corporation bitereta appeal, and acknowledged to me that such Witness my hauf and official soal. orperation executed the same. Millian Tarona Rotary Public My Commission Expires Dec. 1. goal) for the County of Los Angeles, State of California (8) cales order done Association, a California corporation, in consideration of Pop Poland (\$10.60) to it in hand paid, resolpt or which is hirely necessinged, does hereby rant to the City of Palos Merdon Patatea, a commencial componation of the sixth class of ha dista of California, its successors and assigns, that cortain real property in the thaty of too Angelde; State of California, Cavalenthan pararred to me "said resity", deperiod as follows: atom 1. Let have Tract Mad, as por corp recorded in Beek \$2, page Item 2. Lot 5 of Tract #330, S and 14 of Maps, records of sold Low Angeles County. is not map recorded to Book 30, is not 37 to 33 inclusive, of Papa, records of said Ros Tran S. Data A. County is of quaet 1988, as pur map indervise in these (Ales County) Itom 4. 1) h pages 70 to 75 inclusive, of Maps, records of said nos Angeles county. (a) foto A, I, E and P of fract 9334, ha per map recorded in nock 150, pages 18 to 26 incleater, of Maps, records of said ton Angelou County. (b) not g of said Tract 7354, example that portion thoract dominibas as follows (the basis of bearings is North 439 38) (C) Engt; being the bearing of the Southwesterly line of Tot C of Block 7 of said truct); That portion of Said lot B of Truck 7835 which to included within a circle daving a restus of 40 feet, the center point of said circle bearing North 650 431 40" lest 181.76 feet from the uset Southerly normer of said bot S; enclosing an area of 0.215 acro, more or less: Item S. Lots E. C. h and S of Tract 7508, as nor cap recorded in Book 148, sajob 54 to 66 inclusive, of Mana, records of said the Argelad Scunty. Itan 6. (a) tets 4, 5, 2, 9, 6 and H of Trees 8045, as per map recorded in Sect 142, mages 78 to 82 in clarive, of Maps, records of said too implies County. Tiping, (a) Lote P and B or the poster, and contests to remark the same and the typ feedballyne, of Have, papereda of a few Angelon County. (b) Let a of mild fruct 2002, exempt them portions there (1) southering at the most Vesterly corner of Lot 11 of Block of neacribed on Pollows; This is added tract; thence there, 170 cm; but had along the newtorly like thereof , 16 fee tences North 61° CC CC East along the Northwesterly line therwood, 175 fact to the most I stwilly corner thereof; thence due West 130 feet; thence South 55° 90' 00" West 50.5 feat; thence South 62" 01: 45" West 155.12 feat, more or lous, to a noint in the Southerl lime of wald tot h and in the Herthorly line of Ylu Panorana, as shown on said map of saltract, being a point in a curve concave to the west and having a radius of 65 feat; there materly along said curve a distance of 21 fact to the point of beginning, exclosing an area of 0.306 acre, mare of lass. (2) sectioning apaths Northorly corner of Lot 6 of Slow 1932 of said tract; thence along the Northwesterly prolongation of the northeasterly Has of said Lot 6, North 42° 10' 30" Yeat 70 feet; thence South 47° 46' 36" West 68 feet thomes South 13° 50' 40" West 148.80 foot, more or less, to the mesterly corner of said Lit 5; thouce along the Korthwesterly line thereof Morth 43" 561 25" East 192,11 Stoot to the point of beginning, employing an area of 0.218 acre, more or loss, Itom B. Lot 1 of block 1 of Tract 16716, no per may recorded in feet 165, pages 46 and 41 of hans, rec-Excepting and reserving therefron any and all street erds of said Los Angolon County. alloys, walks, roads and/or highways shutting or adjoining said realty and all land within or under mane, and the encompute and rights-of-way hereinefter referred to. It is the ex-

terest therein by virtue of this each. This conveyance is made and accepted and said realty is hereby granted, subject to State and County teres now a lien and new due and/or delinquent and to any and all rights and essements of record, but without warrant, on the part of the Orantor herein of any kind or character; wither express or implied, a, to any matters not contained or referred to morein; and upon and subject to each of the following previations, conditions, restrictions and covenants, to-mit: condition that the grantor herein is not responsible or liable, in any way, for any inducament, representation, agreement, condition or ativulation not set forth herein, or in deeds of record heretofore convoying said realty and rights and essements applicable thereto, or in the Declarations of Rostrictions hereinafter montioned. every provision, condition, restriction, reservation, lien, charge, engagent and corn. ant contained in the Declaration of Establishment of Easte Protective Restrictions one. ented by Commanwentth Trust Company, as owner, recorded in Real 2000, page 201 of Offic ciel Records of said los Angeles County, and Amendments Nos. 1 and 5 thereto (excouted by Bank of America, successor in interest to add Commonwealth Trust Company), recorded in Book 2040; mage 27 and in Book inle, page 274, respectively, of said official Records, and in Declaration No. 4, recorded in Book 2985, page 248, in Declaration No. 20, record ed in Ecok 3168, page 30, in Reclaration No. 23, recorded in Book 5190, page 30, in Neclar ation No. 24, recorded in Sook 7188, page 349, and in Besteration No. 25, recorded in Hook 6652, page 66, of eath official monores (anti-toclarations having boon executed by said bank of America); and in Abondment No. 3 to said Boelarattons Bon. 4 and 20, revers ed in book 4619, page 274, and in Assembant to. 6 to said Peclaration No. 23, recorded in Rook 5553, page Si, of said Official pagerds (said Amendments Hos. S and 6 having been acceptable by and dense of Apartes ); and in Arandrest No. on to said Sacharation is 25, executed by Palos Verege Retains, mer and recorded in Sock 14343, page 215 of Reli-Official Records; and in Amendment Mo. 50 to sold Declaration No. 24, executed by enter rales Verday katatas, the and Spanter herein, and recorded in Book, 14787, page 207 of and a Unificial Estopoid; and in that ceptain conveyance executed by and cank of Aranica to Granter herein and recorded in Book 3405, page 279 of said Official Records; and in those certain conveyances executed by Sank of America Mational Trust and Savings ansacial tion to Trentor bordin and recorded in Hook 10404, page 360, in Book 11605, page 164, in Rear 13050, page 600 and in Acok 1412b, page 450 of maid official Records, abreeby that, and databilitied a general plan for the improvement and development of acid resity and other property (essential import referred to in said Declarations of Restrictions, not is vintenc, conditions, restrictions, reservictions, tiens, charges, escendents and devented whre fixed, including the antublishment, modificances and operation of false Jandes hans Angelation, a California corporation, and of the art Jury as therein provided, subject : which said property and/or all papeals thereof should be said and conveyed and all of as provisional, conditions, restrictions, reservations, liene, charges, escenants and coverunts are hardly hade a part of this conveyance and expressly imposed upon said realty at ivils mer completel, as if assola out lore of little ter provided, and remaily in to be used and administered forever for park and/or recrantion purposes, only (any provincess of the technicisms of Mestrictions atoms referred to, on is the translate thereto, or of any order educations of said realty, or of any lass, or ordinances of any public body applicable thereto, to the contrary motwithstanding), for the benefit of the (1) vosidente and (2), somersudent property emerg within the best duction of the property heretofore corresply known as "Pales Verden Entates" (that is to a within the conduction of the france audiopality, of Treets 6081 and 3302 of eald 103 anxelon bounty, and of any other property that may be under the jurisdiction of said fals Verden Homes Association), under such regulations consistent with the other conditions set forth in this doed no may from time to time horosifter be catablished by said muricipolity or other body suitably constituted by law to take, hold, maintain and regulate. public parks, for the purpose of asformerding said realty and any vegetation and/or inprovements thereon from damage or deterioration, and for the further purpose of protecting the residents of said Falos Vardos Estates from any uses of or conditions in or uses nels realty which are, or may bu, detrimental to the mainfities of the neighborhood; provided, (a) this any parties of sale rolly, then to said everyoned by the titled States of America, the State of California, or by any public authority, and which is ed for governmental purposes, may with the written approval of the unmer of the rever

its harragairs in interest to deadfilliand mat other public utilities as to it may been advisable in and over said realty in a not inconsistent with the purposes for which said realty is hereby conveyed, except cas under the terms of this excement Hank of America National Trust and Savings Associato outablish and mainten nuch utilities in and over said realty as an incident of the development of neighboring property. (3) That rights-of-way for road purposes are reserved upon and across said Let 2 of Truct 7142 to provide access to Yin Rincon from "No. 5 Reservoir" of the Palos Vordos vator to. located to the northward of said Lot H; and upon and across said lot B of trust 7554 to provide access to Via Zurita from "No. 6 Reservoir" of said Water Go. whose tention is described in the exception union Itan 4 (b) of said realty. (a)(1) That pron-exclusive encount is reserved to Southern California Edison Co., Atd. for the use, eletenance and replacement of one line of poles with the usual appartenances, to be used or conveying electric energy, in and ever said tot C of Tract (1889, as ser dook dated (8) (2) That a non-exclusive rectiony 18, 1929 from Granter herein to said Edison Co. esactant is reserved to Southern California Edison Co., Ltd. for the use, maintenance and per incoment of un underground conduit system, to be used for conveying electric energy, product over said Lot C of Tract 9330, as per deed dated June 10, 1927 from Grentor hereis to said Addison for the 131 Man a non-exclusive equement is recoved to Associated Tringhone Co., Etd. for the use, relationance and replacement of an underground telephone we will evaluat. In and ever said Lot C of Tract 7330, as per deed dated october 5, 1929 4. That, except as provided above, no fred Crantor heretr to said Telephone Co. . 114mil, expectation on commensions shall be erected, maintained or possition upon said many, except such as are groperty incliental to the convenient and/or proper use of and realty for part and/or remeation purposes . 5. That, except an provided in regress 3 poinces, maid realty shall not to told or conveyed, in whole or im part, by the spainte polety except subject to but admittions, nontrictions and respections but both and/or referred to herein and except to a body multably constituted by law to takes distribute and regulate gubite parker provided, that portions of said really may be enleated to the public for parkway and/or street purposes. ar other tody heving jurisdiction may, by and with the written approval of Pales cross art juny first obtained, permit the owner of a lot contring on and relate to contract and/or maintain paths, stops ami/or other implement improvements, an a menus reprose from and figuress to said lot or for the hyproxement of stone therefrom inare a contain and for such length of this and order such rules and reculations as will. sel, it the opinion of said sunjected by an other body and or halos Verden Act Juny, Inthe or interfere with the one and maintenance of enic realty for park mid/or respondion T. That more of the conditions, restrictions. richan, no harelmborare not forth. i versuits and reservations set footh in paragraphs & to 6, inclusive, hereof pay to carryl or modified by the processine outsitting is nection to it Netters via the constant reclassiction of Eathall shoot, of Engle protective Rost/Settons, in cost of 9 of maid to-layations Nos. 4, 20, 25 and 24 of Establishment of Local Protective Rostrictions, and the decision IC or said Deckeration for 25 of Betautichment of Local Protective Reprovided, that a treach of any of the provisions, conditions, restrictions, reservations, items, charges and covenants not forth in maragraphs 2 to 7, inclutive, hereof shall cause said realty to report to the Granter herein, or its successor in interest, as owner of the reversionary rights merein provided for, has the state of the tion of the Grantoe horein as a minicipality or the dissolution of said bony reserved to paragraph 6 hereof (in the event of the transfer of any of said realty thereto) shall : The runner cause said realty to revort to the Granter herein or the successor in intorout, and the emper of such reversionary eligible shall have the right of immediate reentry upon and realty in the event of any such brough and in the event of such distincercreation or dissolution, and, so to each lot and/or parcel owner of said property or other property described and/or referred to in said Declarations of Mostrictions, the said prodistant, committions, restrictions, reservations, liens, charges and covenants shall be coverants running with the land, and the breach of any thereof or the continuance of any with broads may to enjoined, abated or remoded by appropriate proceedings by the Granter berein or its successors in interest, or by such other lot or parcel owner, and/or by my other person or corporation designated in said Declarations of Restrictions.

of Restrictions, and are for the conectt drail of of Restrictions, and are for the benefit of all of read property as described and/or referred to and onch omer of any land therein; and small inure to and pase with said proporty and each and every parcal of land therein, and shall apply to and bird the respective successors in interest of the parties hereto, and are, and each thereof is, imposed upon said realty as a sorvitude in favor of said property and each and every parcel of land therein as the dominant tenement or tenements. In Witness Whereof, Pales Verdes Homes Association has caused this deed to be duly executed, by its officers thereunte duly authorised, this 14th day of June, 1940. ecreation Board of pales Verdes ion hereby expressly approves the execution of the forego-Banciord Sadler Chairman (8) State of california County of los angelesias; On this 12 day of muco 1940, before a fillian Throno, a Notary rights in and for said County, personally appeared Whis-9, - page Val L. Wiltenberger, known to me to be the Vice-President, and Everett M. York, known to no to to the Secretary, of Pales Verdes Homes Association, the corporation that executed the within instrument, known to so to be the persons who executed the within instrument on behalf of the corporation therein named, and admostledged to me that such corporation executed the same. Witness my hand and official scal. (Son1)
In and for the County of Los Angeles, State of California My Commission Expires Dec. 1946 (9) Paloy. Turden Homos Association, a galifornia corocration, in consideration of Tem Tel lars (\$10.00) to it in hand built, receipt of which is hereby acknowledged, does horoby Arguit to the City of Pelos Vordes Estates, a municipal corporation of the sixth class of the State of California, its successors and essigns, that certain real property in the County of Los Angeles, State of California, hereinafter referred to as "said wealty", sorthed no follows: Lot 19 of Block 6856 of Tract 6889, no per map recorded in Doc 96, pages 20 to 32 inclusive, of Maps, records of said Los Angeles County. and reserving therefrom any and all atreets, alleys, reads and/or highways shatting or adjoining suid roully, and 400 lind within or under acto, will the examenta and rightsmay hardenefter referred to. It is the express intention of the purities burnto that title to all land under or within all structs, ellers, reads and/or highedys abutting of adjoining and ranthy is reserved unto the Granton herein, its successors and saulgus; and the Grantee herein acquires no interest therein by virtue of this dead. This conveyance in much not accepted and said maity is hereby granted, subject to State and County taxes now a lieu and new dua and/or delinquent and to any and all rights and manmonts of record, but without warranty on the part of the Grantar herein of any kied or diagraphy, either appress or implies, as to any matters act contained or referto hardin; and upon and subject to each of the following provisions, conditions, restrictions and covenants, to-mit: 1. The express condition that the Grantor herein is not responsible or liable, in any way, for any inducement, representation, agreement, could tion or adipulation not not forth hardin, or in deeds of record hardboford conveying said roulty and rights and egospents applicable thereto, or in the Declarations of Restrictions hereinalter mentioned, 2. Been and every provision, condition, re-(9) striction, reservation, lien, charge, engement and covenant contained in the Declaration of Establishment of Basic Protective Restrictions executed by Componwealth Trust Company as owner, recorded in Book 2360, page 251 of official Records of said Los Angeles Con and Amendmenta Nos. 1 and 3 thereto (executed by Bank of America, successor in interest to said Commonwoolth Trunt Company), recorded in Book 2940, page 21 and in Book 4015, page 274, respectively, of said Official Records; and in Declaration No. 7 of Establishnent of Bonal Protective Postrictions, executed by said Bank of America and recorded in Book 3443, page 145 of said Official Records; and in Amendment No. 6 to said Declaration No. V, executed by auto Bank of America and recorded in Book 5505, page 29 of enidicatimini Records; and in Amendment No. 42 to said Declaration No. 7, executed by Pales

Vorden Estates, line, and recorded in Dock 13942, page 17 of said official Records; and that corbain conveyance exacuted by paid Falos Verden Estates, Inc. to Granter herein and recorded in Book 16045; page 15:05 and Official Records, whereby there was table

10:3, restrictions, reservotions, lions, charges, eastments and covenants were live uncluding the establishment, maintenance and operation of Palos Verdes Resobiation, s California corporation, and of the Art Juny as therein provided, subject to which said ereporty and/or all parcels thereof would be sold and serveyed and all of said provistone, conditions, rostrictions, reservations, liens, charges, ensements and covenants or parety made a part of this convoyance and expressly imposed upon said realty as fully and actiletely so if herein set forth in full. 3. That said remity shall not be sold or conveyed, in whole or in part, by the grantee herein except subject to the conditions, re drictions and reservations not forth and/or referred to herein aid except to a body suit many constituted by law to take, hold, maintain and regulate public parks, provided that orthons of and a roulty may be dedicated to the public for parkeny and/or street purposes At this restriction, condition and covenant may not to changed or most fied by the procethe established in Section 5 of Article VI of said Declaration of Establishment of Basic imtective Restrictions and in Section 9 of unid Declaration No. 7 of Establishment of Lo Fratective Restrictions. Provided, that a broach of any of the provisions, titions, restrictions, reservations, Mena, charges and coronants set forth in paramake I and 3 hereaf shall cause built rought to revert to the Granter herein, on its suc parager in interest, as comer of the reversionary rights herein provided for, and the disprorporation of the Grantee herein as a municipality or the dissolution of anid body paragraph to in paragraph & horses (in the event of the transfer of any of bald realty garete) shall in like manner cause said realty to revert to the dranter abroin or its (2) amplessor in interest, and the exper of such reversionary rights shall have the right of adiate reentry upon suid realty to the event of any own treach and in the event of grandlainer operation on dissolution, and no to each set conformation or organ of said pro-See or other property Combrided and/or referred to in said techniques of Restrictions gio said proximiona, conditiona, restrictions, reservationa, liena, charges and covercts shall be devenints rubning with the land, and the breach of any thorses or the cobthe which for any trick branch any be an joined, historical resemble by appropriate proceeding the manter herein or its successors in interest, or by such other lot or parcel emer perfor by any other norman or comparation designated in said Sectionations of feathfictions ... myldod, Also, that by the caceptance of this conveyance the Spantue agrees with the something they be proposed one, provisions conditions, make allows, there, charges and strument towers not forth or particular and a part of the governt plan for the improvene equal operate of the property concribed and/or referred be in main packarations of Resetting, and are ser the temestables all of said property as described and/or referred the mean owner of any land therein, and shall limbe to and pass with said property and -are evidogeneral and in the apply to and in the respective sucto point in interest of the parties herete, and are, and each thereof is, imposed upon notity as a conditude in favor of said property and each and every parcel of land and in the equium temperat or temperature of in Mitness inference. Falcy vertes item to latten has commentate deed to be duly espected, by the officers thereusle duly out this little day of guno, 1960. Polos Verdes Besse Association Val I. Wiltenberger Vice-Projicent overett K. York Secretary take of california County of los Angelos)so: On Mila 14 day of June 1940, before . 11) Han Throng, a Motary Public in and for sale County, perconally appeared Bleta-A. any ful it. Siltenberger, known to me to be the Vice-Pasidest, and Everett it. Your, know a to he the Secretary, of A For Verdos homes Association, the corporation that execut with this count, know to be to be the persons also executed the within limitedent on bound of the corporation therein named, and acknowledged to me that such corpor Witness my hand and qilloisi seal. effor executed the pane. illitan Thomas Sotro Public and Courts of Saltfornia to Comission Emires Sec. 1, Jun 24 1940, 1:56 f.M. opy of original resorded at request of Freneric H. Bikm yist 9120-Compared, Mana P. Bentty, County Recorder, Sy En College (12) Poputy.

## 1 PROOF OF SERVICE 2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES 3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1230 Rosecrans Avenue, Suite 110, Manhattan Beach, CA 90266. 4 On March 13, 2015, I served the foregoing documents described as: 5 CITY'S VOLUME OF EVIDENCE IN SUPPORT OF CITY'S CROSS-6 MOTION MOTHER FOR SUMMARY JUDGMENT, IN THE ALTERNATIVE **SUMMARY** 7 8 on the interested party or parties in this action by placing the original thereof enclosed in sealed envelopes with fully prepaid postage thereon and addressed as follows: 9 PLEASE SEE SERVICE LIST ATTACHED 10 VIA EMAIL. I caused such document as described above, to be transmitted via E-Mail X 11 to the offices of the addressee(s). 12 VIA FACSIMILE. I caused such document to be transmitted via facsimile to the offices of the addressee(s). 13 VIA OVERNIGHT DELIVERY. I enclosed the documents in an envelope or package 14 provided by an overnight delivery carrier and addressed to the person(s) at the address(es) stated above. I placed the envelope or package for collection and overnight delivery at a 15 regularly utilized drop box of the overnight delivery carrier. 16 VIA U.S.MAIL. I enclosed the above described documents in a sealed envelope or package addressed to the person(s) listed above or on the attached; caused such envelope 17 with postage thereon fully prepared to be placed in the United States mail at Los Angeles. California. 18 I am readily familiar with the Jenkins & Hogin, LLP's practice of collection and processing correspondence for 19 outgoing mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon prepaid at Manhattan Beach, California, in the ordinary course of business. I am aware that 20 on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. 21 X | STATE. I declare under penalty of perjury under the laws of the State of California 22 that the above is true and correct. 23 I declare that I am employed in the office of a member of the Bar of this FEDERAL. Court at whose direction the service is made. 24 Executed this 13th day of March 13, 2015, at Manhattan Beach, California. 25 26 27

28

1	SERVICE LIST		
2	Jeffrey Lewis	Attorneys for Petitioner	
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23	Damon P. Mamalakis	Attorneys for Real Parties in Interest Robert Lugliani and Dolores E. Lugliani, as	
24	R.J. Comer Armbruster Goldsmith & Delvac	co-trustees of THE LUGLIANI TRUST;	
25	11611 San Vicente Boulevard Suite 900	THOMAS J. LIEB, TRUSTEE, THE VIA PANORAMA TRUST	
26	Los Angeles, CA 90049 Tel: (310) 254-9026		
27	Fax: (310) 254-9046  Damon@agd-landuse.com		
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## PROOF OF SERVICE 1 2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES I am employed in the County of Los Angeles, State of California. I am over the age of 18 3 and not a party to the within action; my business address is 1230 Rosecrans Avenue, Suite 110, Manhattan Beach, CA 90266. 4 On March 13, 2015, I served the foregoing documents described as: 5 CITY'S OF VOLUME OF EVIDENCE IN SUPPORT OF CITY'S CROSS-6 MOTION MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, 7 SUMMARY ADJUDICATION on the interested party or parties in this action by placing the original thereof enclosed in sealed 8 envelopes with fully prepaid postage thereon and addressed as follows: 9 PLEASE SEE SERVICE LIST ATTACHED 10 VIA EMAIL. I caused such document as described above, to be transmitted via E-Mail X 11 to the offices of the addressee(s). VIA FACSIMILE. I caused such document to be transmitted via facsimile to the offices 12 of the addressee(s). 13 VIA OVERNIGHT DELIVERY. I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) 14 stated above. I placed the envelope or package for collection and overnight delivery at a regularly utilized drop box of the overnight delivery carrier. 15 16 VIA U.S.MAIL. I enclosed the above described documents in a sealed envelope or package addressed to the person(s) listed above or on the attached; caused such envelope with postage thereon fully prepared to be placed in the United States mail at Los Angeles, 17 California. 18 I am readily familiar with the Jenkins & Hogin, LLP's practice of collection and processing correspondence for 19 outgoing mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon prepaid at Manhattan Beach, California, in the ordinary course of business. I am aware that 20 on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. 21 X | STATE. I declare under penalty of periury under the laws of the State of California 22 that the above is true and correct. I declare that I am employed in the office of a member of the Bar of this 23 FEDERAL. Court at whose direction the service is made. 24 Executed this 13th day of March 13, 2015, at Manhattan Beach, California. 25 26

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